

## We've already given you all the important information you need to know, but here's our full terms and conditions for your reference.

### 1. Who the Contract is between

**1.1.** This Contract (the "Contract") is between you and us.  
**1.2.** We are PrepayPower Limited ("PrepayPower" or "PPP"), a company registered in Ireland with company number 467144. Our address is Pearmount Court, Corrig Road, Sandyford, Dublin 18, D18 R9C7. Full contact details for PrepayPower are set out in Section 21 of these Terms and Conditions. These Terms and Conditions govern the supply of gas and/or electricity to Domestic Customers and Non-Domestic Customers.

**1.3.** You are the person/small business who:  
 (a) agreed via our website, app, over the phone, by post, or in person to take a supply of energy from us; or  
 (b) started taking a supply of energy from us;  
**1.4.** Some of the words and phrases used in the Contract have a special meaning. These are explained in section 23 (Glossary) at the end of these Terms and Conditions.

**1.5.** The Contract is a legally binding agreement. Both you and we must comply with the Contract. We may take legal action against you if you do not.

**1.6.** Our Privacy Policy sets out the ways in which we process any information you provide us with. By agreeing to these Terms and Conditions, you are equally agreeing to the Privacy Policy which is available on our website and in writing upon request.

### 2. What you agree to do

**2.1.** You promise that:

- (a) You are over 18 and can legally agree to enter into the Contract in respect of the supply of energy to the Premises;
- (b) You either live at or own the Premises;
- (c) On request from us, you shall confirm to us whether you are the owner or a tenant at the Premises.
- (d) If you are the landlord of the Premises, you will take reasonable steps to ensure that you bring these Terms and Conditions to the attention of your tenants;
- (e) The Premises is connected to the energy network;
- (f) You have given us and will provide to us on request, accurate details about the Premises, the type of Meter of Record and if relevant any existing PAYG Meter installed by another Supplier at the Premises or existing PPP Meter(s), and the amount of energy used at the Premises;
- (g) You will keep us up-to-date concerning your postal and email address and phone number;
- (h) You will provide us with all assistance and information required by us to enable us to become the registered supplier of energy at the Premises and to continue to supply you with energy at the Premises.
- (i) On request from us you shall provide us with accurate readings in respect of the PPP Meter(s), Meters of Record and any existing PAYG Meter at the Premises.
- (j) You shall allow us, GNI, ESBN, or any other person nominated by us, safe access to the Premises;

I. at all reasonable times during the term of the Contract for any reason that relates to the supply of gas or electricity to you or that relates to the relevant PPP Meter(s) or Meters of Record, including the need to inspect, read, install, operate, test, calibrate, maintain, repair, renew, remove and/or disconnect the PPP Meter(s) or Meters of Record;

II. At all reasonable times after this Contract terminates to remove the PPP Meter(s);

III. At any time in the case of an emergency.

**2.2.** We have entered into the Contract in reliance on the information provided by you in your application, which you confirm is accurate. If this information changes significantly you must tell us.

**2.3.** You hereby represent and warrant that you have obtained all necessary and appropriate consents, permissions and authorisations (including, but not limited to, your landlord's consent, where relevant) in order to grant to us all rights required by us in order to supply energy to the Premises, including, without limitation to inspect, read, install, operate, test, calibrate, replace, maintain, repair, renew, remove and/or disconnect the PPP Meter(s) at the Premises.

**2.4.** If any PPP Meter(s) are returned to us other than in a clean and marketable condition, we may require you to pay the cost of fixing the PPP Meter(s) or otherwise restoring the PPP Meter(s) to a clean and marketable condition. You agree that we are to be reimbursed for any such costs and we may collect funds to cover these costs by charging you directly, or by us setting a prior charge on your meter to recoup the amount of any invoices outstanding on your account.

**2.5.** It is your responsibility to pay due care and attention to the Usage of the relevant PPP Meter(s) and the Meters of Record. You shall ensure that the relevant PPP Meter(s) and Meters of Record are not damaged or interfered with, whether for repairs or any other purpose.

**2.6.** You shall immediately notify us and/or GNI and/or ESBN, as relevant, where you have reason to believe there has been any such damage or interference. We reserve the right to charge you for all reasonable costs incurred by us (or our agent/s) in visiting the Premises and for any work that we or our agent/s may need to carry out in relation to PPP Meter(s) that have been damaged or interfered with in breach of this Clause 2.6.

**2.7.** Tampering or interference of any sort with the relevant PPP Meter(s) or Meters of Record, including any related apparatus or components, poses serious risks to the health and safety of the occupants and those in the surrounding area. Interference of any sort to the safe supply of gas and/or electricity is a criminal offence and may result in prosecution.

**2.8.** When you use PPP Meter(s), it is your responsibility to ensure that all items pertaining to such PPP Meter(s) are kept safe and secure. This includes, but is not limited to, the plastic Top Up cards and / or any credit purchased which may be misplaced or lost prior to its application on the relevant PPP Meter(s). PPP will not be responsible for any lost, misplaced, or damaged Top Up cards purchased.

(a) Charges for replacement Gas Top Up cards are subject to pricing as stipulated by GNI and may be purchased in any approved vendor's outlet.

(b) Charges for replacement Electricity Top Up cards may apply.

**2.9.** It is your responsibility to make sure that there is enough Top Up credit bought to maintain a constant supply of electricity and/or gas to the Premises. If you are not satisfied that you can do so, then our prepayment service may not be suited to your needs. For example, if you are critically ill and reliant on medical equipment that requires a constant supply of gas or electricity, you must ensure at all times that you have sufficient Top Up to maintain your electricity and gas supply.

**2.10.** While we will provide emergency credit to you (details of which are on our website), we recommend that you always keep your PPP Meter(s) in credit. For example, if you leave home for a number of days, you must remember to have credited your PPP Meter(s). This is because your credit is used to discharge daily charges as well as your Usage. If you don't charge your PPP Meter(s) before you go away, your credit may run out and any appliance you have left on (e.g. freezers) may switch off. We will not have, and hereby disclaim any liability (of whatsoever nature) for your failure to keep your PPP Meter(s) in credit.

**2.11.** By entering into this Contract you have agreed to keep your PPP Meter in credit and if you do not, understand that standing charges will accrue. If non-payment for whatever reason results in a significant debt on your PPP Meter or if you fail to allow us to install a PPP Meter after signing up to these Terms and Conditions, we can initiate disconnection of your energy supply to your Premises. Your payments will be allocated to the particular fuel (being gas or electricity) to which they relate and in the event of non-payment we may only disconnect the fuel to which that non-payment relates. Your account may display a debt flag in the event that you have not met our credit terms and choose to change to another Supplier.

**2.12.** You acknowledge and confirm that PPP reserves the right to charge you for all reasonable costs and/or Occasional Work Fees incurred in connection with the supply of energy to you.

**2.13.** You agree to abide by the rules of any promotional offer applicable to the Contract that may be in place at the time of entering into the Contract.

**2.14.** You agree that we may run a credit check on you from time to time.

**2.15.** In the event (i) Top Up is bought from an unlawful or unauthorised source, or using a form or method of payment that you or any individual providing such payment are not authorised to use; or (ii) there has been unauthorised use of energy or theft of energy or fraud at the Premises then we reserve the right (without limiting any other right or remedies we may have available to us at law) to re-charge your account for the full amount of such Top Up and such other costs we may incur as a result of such fraudulent activity. We will recover any amounts that we reasonably believe are due and owing to us or to any third party either involving you or by putting such level of prior charge on the PPP Meter as we see fit based on your Tariff, the Schedule of Service Charges and validated readings or estimates provided to us by GNI and/or ESBN, as relevant. For the avoidance of doubt, this Clause 2.15 applies not only to theft of energy or fraud while we are your registered supplier of energy, but also prior to the date on which we became your registered supplier. Where, in our reasonable belief, Top Ups have been purchased with a credit card in respect of which you are not the authorised owner, we reserve the right to recharge your account for such unauthorised use.

**2.16.** Where there has been a divergence of electricity consumption measured for whatever reason between the ESB Meter of Record and the relevant PPP Meter (other than for the reasons given in Clause 2.15 above), we will calculate your charges based on the confirmed readings from the ESB Meter of Record. We will refund or charge you the difference between the payments you have made and correct ESBN Meter of Record reading, taking into account the credit on your PPP Meter.

**2.17.** For the avoidance of doubt, where the divergence is due to the operation of the ESB Meter of Record commencing in the period prior to the date on which we became your registered supplier of electricity, we will charge you any costs we incur or refund any payment that we receive arising from the operation of the ESBN Meter of Record during the period.

### 3. What we agree to do

**3.1.** We are responsible only for the supply of energy to the Premises at the PPP Meter(s).

**3.2.** We are not responsible for any faults or other problems with any equipment besides the PPP Meter(s).

**3.3.** We are not responsible for any pipes, fittings, plant, wires and cables, equipment, and/or apparatus used in connection with the supply of energy on your side of the Meter of Record or PPP Meter. It is your responsibility to ensure that they are maintained in good working order and safe condition at all times until the Contract ends.

**3.4.** Ownership of, and responsibility for, the energy will transfer to you at the point at which the Premises is connected to the network.

### 4. About the Contract

**4.1.** Your Contract with us commences on the Commencement Date (as defined in Clause 4.9) and shall continue in force unless and until terminated by you or us in accordance with Clauses 7, 9.2 or 11 (i.e. is an "evergreen contract"). We will continue to charge you for the supply of energy until the Contract is terminated.

**4.2.** You acknowledge that, should you terminate the Contract during the Initial Period, (other than during the 14 day cooling off/cancellation period referred to in Clause 7), the Initial Period Termination Fee will apply as set out in Clause 11.8(e) and that you will also be required to repay any sign up credit previously allocated to you on a pro rata basis.

**4.3.** You will not receive notice from us that the Initial Period has ended or that the Contract has been automatically renewed following expiry of the Initial Period. We will continue to charge your payment method until you actively terminate the contract pursuant to the terms of this Contract.

**4.4.** You acknowledge that you have not relied on any statement or promise made by us which is not set out or referred to in the Contract. Additional terms may apply to additional products and services we have agreed to provide or supply to you from time to time.

**4.5.** You authorise us to obtain and use any information your previous Supplier may have provided to us about the supply of energy to the Premises or the Meters of Record, any existing PAYG Meters installed by another Supplier or existing PPP Meter(s) at the Premises. You authorise us to send information provided to us by us to ESBN or GNI in line with gas and electricity energy market rules and approved by the Regulator.

**4.6.** You consent to us transferring our rights and obligations under the Contract to another Supplier in the future. If we do so, we will notify you and your rights will be unaffected. You cannot transfer any of your rights and obligations under the Contract without our written permission.

**4.7.** Where more than one person enters into the Contract with us, each such person shall be jointly and severally liable under the Contract.

**4.8.** You have entered into the Contract by:

- (a) completing an application over the phone and verbally agreeing to these Terms and Conditions;
- (b) completing an application in front of one of our representatives and agreeing to these Terms and Conditions;
- (c) completing a paper application and agreeing to these Terms and Conditions as part of the application and posting it to us; or
- (d) completing an application online and click that you accept these Terms and Conditions

**4.9.** This Contract starts on the Commencement Date, which is when any item in Clause 4.8 occurs and we accept your application.

**4.10.** If you are the owner of the Premises but the Meters of Record and the relevant PPP Meters will be used by, and the gas and/or electricity will be supplied for use by, tenants in the Premises:

(a) You understand that our Contract is with you alone and not with your tenants and, as our customer and the counterparty to this Contract are responsible for actions of any user of our service at the Premises. It is agreed that our acknowledgement that tenants may be using our services at the Premises is not in any way a waiver or disclaimer of your obligation to comply with all provisions of this Contract for its duration; and

(b) You agree to take all steps necessary to bring the terms and conditions of this Contract to the attention of your tenants (including by providing a copy of this Contract to your tenant) and, where appropriate, to ensure that your tenancy agreement with such tenants contains provisions to ensure that they use the services in accordance with the provisions of this Contract; and

(c) You acknowledge and agree that you are liable and agree to pay for all and any Charges at the Premises including any Charges incurred after the date of cessation of any tenancy arrangement which you have entered into with any tenants.

**4.11.** For the avoidance of doubt nothing in this Clause 4 confers a right on a landlord to fetter a tenant's right to freely choose an energy supplier.

**4.12.** We will supply energy to the Premises from the Start Date, provided that:

- (a) We are duly authorised to do so under the Electricity Regulation Act, 1999; and/or
- (b) We are duly authorised to do so under the Gas Regulation Act, 2013; and

(c) If we do not already supply the Premises, the transfer of your supply to us has been successful.

**4.13.** These Terms and Conditions apply to the exclusion of any other terms that you might try to include in the Contract, or which might otherwise be implied as a result of any trade, custom, practice or course of dealing.

**4.14.** You acknowledge that you are responsible for use of the energy supplied to the Premises pursuant to this Contract and that you will be responsible for payment of all charges and fees of whatsoever nature lawfully incurred pursuant to this Contract until it is terminated in accordance with Clause 11 (Ending the Contract). If you cease to occupy the Premises you acknowledge that this does not relieve you of your legal obligations under this Contract and that such obligations shall continue in full force and effect (including but not limited to any fees and charges that accrue in this period) until such time as you effect termination in accordance with Clause 11 (Ending the Contract).

**4.15.** Where you have been on the same energy tariff for three years or more, we will issue a written notification to you via post or email on an annual basis to prompt you to review your Contract with us to ensure that it remains suitable for your needs.

**4.16** "Rebate" The company, at its absolute discretion may, from time to time, offer a limited reduction in cost of electricity supplied over the course of the contract to certain customers. Conditions attaching to such rebate will be determined solely by the company and are outlined in this section. Such rebate may be targeted at potential or specific customers in order to encourage such customers to join the company, remain customers of the company or to incentivise a customer to recruit additional persons to become customers of the company, or for any other reason at the sole discretion of the company. For the avoidance of doubt, any reference to "bonus credits/welcome credits/sign-up credits/retention credits" in marketing/publicity material is a reference to a rebate. In order to avail of a rebate, it is conditional that the recipient is and remains a customer of the company for the Initial Period. In the event of the customer terminating their agreement with the company before the expiry of the Initial Period, then, at the sole discretion of the company, the customer will be obliged to repay the amount of any rebate received during the contract. For the avoidance of doubt, if the customer avails of the rebate they will be deemed to have accepted these terms and conditions. The amount of any rebate taken up by the customer will be reflected on the Annual Statement issued to that customer by the company as a reduction on the cost of electricity payable for the statement period.

### 5. Deemed Contracts

**5.1.** Where we are the registered Supplier at a Supply Point, you are the occupier of the Premises and if you didn't enter into the Contract with us in any of the ways described above (in Section 4), you will be deemed to have accepted these Terms and Conditions under a Deemed Contract.

**5.2.** We will write to the Premises giving notice that a Deemed Contract is in place. The commencement date for the Deemed Contract will be the date of the notice.

**5.3.** A Deemed Contract is automatically created by applicable energy legislation, if:

- (a) you own or occupy the Premises; and
- (b) we supply energy to the Premises; and
- (c) we do not have a Contract with any other person for the supply of energy to the Premises.

**5.4.** Where a Deemed Contract applies, these Terms and Conditions will apply to the supply of energy to the Premises, but:

(a) the Contract will start in accordance with the applicable energy legislation;

(b) there will be no Initial Period and you may terminate the Deemed Contract at any time without penalty by signing up to an agreement with PPP or any other Supplier or by any of the termination means covered in Clause 11.

(c) any method or process used to calculate the consumption of electricity and gas for contracted customers will be applied to customers considered to be under Deemed Contract

(d) we will confirm any other relevant details when we write to you to confirm that a Deemed Contract has arisen.

**5.5.** In addition to the circumstances described elsewhere in the Contract, a Deemed Contract will end when you or someone else enters into another Contract for the supply of energy to the Premises (either with us or another Supplier) and there is no restriction on you entering into a contract with any other Supplier.

**5.6.** All other Terms and Conditions (including payment terms) will be as per the remainder of this Contract.

**5.7.** When you are being supplied energy under a deemed contract, you will be charged our standard electricity and or gas tariff (which shall include applicable charges, taxes and levies) for residential customers for any electricity and or gas supplied. Our standard electricity and gas tariffs are published on our website at [www.prepaypower.ie](http://www.prepaypower.ie)

**5.8.** Details of ESB Networks and conditions of connection can be found at this <https://esbnetworks.ie/docs/default-source/publications/conditions-for-connection-to-the-distribution-system-for-customers-less-than-100kva.pdf?sfvrsn=4>

**5.9.** Details of GNI terms and conditions of connection can be found at this [https://www.gasnetworks.ie/corporate/gas-regulation/service-for-suppliers/code-of-operations/related-documents/GNI-NDM\\_Gas\\_User\\_Terms\\_and\\_Conditions\\_Revised\\_Dec\\_2016.pdf](https://www.gasnetworks.ie/corporate/gas-regulation/service-for-suppliers/code-of-operations/related-documents/GNI-NDM_Gas_User_Terms_and_Conditions_Revised_Dec_2016.pdf)

**6. Service suitability**

**6.1.** Paying for energy via a PAYG Meter is not suitable for everyone. Failure to keep your PPP Meter(s) topped up may result in no energy being supplied to the Premises. If you rely on energy being supplied to the Premises, and are likely to face difficulty topping up frequently, please contact us.

**6.2.** It is your responsibility to ensure that there is enough credit in your PPP Meter(s) to ensure a constant supply of energy.

**6.3.** We are not liable for any damage that may occur to appliances in the event that you do not maintain sufficient Top Ups to ensure a continued supply of energy to the Premises.

**6.4.** The Commission for Regulation of Utilities (CRU) introduced measures to ensure protection of vulnerable customers from disconnection for non-payment of account. If you are classified as a vulnerable customer and PrepayPower, after assessment of suitability, decide to offer you the PAYG service for either electricity and or gas, you confirm that you understand that you are no longer protected by the CRU measure for disconnection due to non-payment of account.

**7. Cancelling the Contract – Cooling Off Period**

**7.1.** You have a statutory right to cancel the Contract within 14 days of the date you entered into it pursuant to Clause 4.6 (the Commencement Date).

**7.2.** If you wish to cancel the Contract in this way, you must contact us within this period of 14 days

(a) By completing the Cancellation Form and returning to Cancellations Manager, Prepay Power Limited, Paramount Court, Corrig Road, Sandford, Dublin 18; or

(b) by phone with our loyalty team at on 1890989608, by informing them that you wish to cancel the Contract; or

(c) By emailing [coolingoff@prepaypower.ie](mailto:coolingoff@prepaypower.ie) that you wish to cancel the Contract.

**7.3.** After this period of 14 days has ended, you can only end the Contract as described in Section 11 (ending the Contract).

**7.4.** Should you exercise your rights to cancel the Contract pursuant to this Clause 7, you may be charged only our reasonable costs in supplying energy to you from the Start Date to the Cancellation Date. For the avoidance of doubt, you will not be charged any Meter Removal Fee.

**8. Starting your supply**

**8.1.** If we are already registered under the industry rules as the Supplier of energy to the Premises at the time the Contract starts, then we will supply energy to the Premises under the Contract from the Start Date.

**8.2.** If we are taking over from another Supplier as the Supplier of energy to the Premises, you hereby authorise us to

(a) contact your existing electricity supplier for the purposes of coordinating the removal of any PAYG Meter that may have been installed by another Supplier; and/or

(b) contact your existing gas supplier / GNI for the purpose of coordinating the removal of the current GNI Meter of Record and the installation of a PPP PAYG GNI Meter; and/or

(c) contact the MRSO and/or GPRO on your behalf to switch your supply arrangements from a previous Supplier to us, and agree to provide us with such information as we may request in order to do so. For the avoidance of doubt you will not be charged any additional fees by us for changing electricity and/or gas Supplier.

**8.3.** When we take over the supply of energy, you shall:

(a) allow us to ask for information about your previous supply and disclose this information to third parties in order to carry out our responsibilities under this Contract; and

(b) allow us, ESBN or GNI to obtain Meter readings at the Start Date and at regular intervals during the term of this Contract.

**8.4.** When your request to switch is processed, your current Supplier will notify us if you are in arrears for more than levels set for all customers by the Regulator. If we decide not to carry out the switch because of arrears, we will inform you of this decision in writing. In this case you should then contact your existing Supplier to address your outstanding arrears. You can then reapply to us for your energy supply.

**8.5.** PPP may perform a credit assessment of your application prior to sign up, upon which we reserve the right to decline your application or request a security deposit to be paid in advance of accepting you as a customer. If your application is unsuccessful or a security deposit is required in advance of supply, we will notify you in writing.

**8.6.** From the time that we start to supply energy to the Premises under the Contract, you will become liable to pay the Charges under the Contract.

(e) an interim order or bankruptcy order or any event analogous to either of the foregoing or is about to be made in respect of yourself; or an interim trustee or trustee in bankruptcy is appointed over your estate or you are insolvent or a resolution is passed or an order is made for your winding up; or a receiver, examiner or administrative receiver is appointed over the whole or any part of your assets or you are unable to pay your debts as they fall due or you cease or threaten not to pay your debts as they fall due or seek to make any composition or arrangement with your creditors or any event analogous to the foregoing occurs in relation to you; or

(f) if we are unable for any reason to supply energy to the Premises; or

(g) we cannot confirm that the Premises remains occupied by you or that you have not permitted the Premises, under the processes set out in our Code of Practice.

**11.6.** This Contract shall terminate without notice to you if the Regulator gives a last resort supply direction to another Supplier to supply energy to the Supply Point in the Premises and the Contract will terminate on the date that such direction becomes effective.

**11.7.** On your request we will use reasonable endeavours to help you arrange for the transfer of supply to another Supplier, including subsequently terminating this Contract if we determine, based on information obtained from you, that our service is no longer suitable for your needs.

**11.8.** If we terminate this Contract pursuant to Clause 11.3(c) or Clause 11.3(d) because there has been unauthorised use of energy, or theft of energy or fraud, (without limiting any other rights or remedies we may have available to us at law) we may recover any amounts that we reasonably believe are due and owing to us or to any third party in accordance with the provisions of Clause 2.17 of this Contract and our right to recover such amounts under Clause 2.17 shall survive termination of this Contract.

**11.9.** Upon termination of this Contract, for whatever reason, or disconnection of your energy, for whatever reason you shall be liable to immediately pay to us

(a) all Charges then due and payable to the effective date of termination (or reconnection if applicable); and

(b) all costs reasonably incurred by us as a result of such termination or disconnection up to the effective date of termination (or re-connection if applicable); and

(c) all interest on overdue amounts payable up to the effective date of termination (or re-connection if applicable); and

(d) all Occasional Works Fees incurred at the Premises until the earliest to occur of (i) a new Supplier commencing supply of energy to the Premises or (ii) the Connection Agreement(s) for the premises is/are terminated or (iii) you notify us of a time when the PPP Meter(s) from the Premises and arrange access at this time or (iv) a new customer enters into a Contract for supply of energy from us at the Premises; and

(e) a termination fee is payable if the Contract is terminated by you (other than during the 14 day cooling off period referred to in Clause 7) during the Initial Period (the "Initial Period Termination Fee"). The Initial Period Termination Fee is set out in our Schedule of Service Charges. In addition, you will be required to repay all up front sign up credit allocated to you if you terminate the Contract during the Initial Period. No termination fees are payable, if following the expiry of the Initial Period, you provide us with a Termination Notice, within the appropriate notice period that you wish to terminate the Contract in accordance with Clauses 9.2 or 11.1 as the case may be.

(f) any other fees and charges (other than the fees and charges set out in Clauses 11.8(a-d) which are lawfully incurred under this Contract.

**11.10.** For the avoidance of doubt, other than the standard charges payable on termination as set out in Clause 11.7 there is no separate charge payable by you for changing Supplier where you lawfully terminate your Contract with us.

**11.11.** Upon termination of this Contract or disconnection of your energy for whatever reason;

(a) you are responsible for arranging the return to us of any PPP Meter(s) unless we request you to leave the PPP Meter(s) in their present location in which case you agree to, grant us, or arrange that we are granted safe access to the Premises to enable us to remove the PPP Meter(s); and

(b) For electricity, we will make at least two attempts to contact you, by phone and by text, to confirm the change in status of your account and to provide to you a 60-digit code to put the PPP Meter into Credit Mode. It is essential that the code is applied as soon as it is received in order to effect the change to credit mode. Delay in application can result in deactivation to Credit Mode not being effected. We will also make available to you on the phone or through standard vending channels that 60-digit code to put the PPP Meter(s) into Credit Mode, should we fail to contact you. You may be required to purchase a prepayment Top Up voucher and enter the 60-digit code into your PPP Meter. The value of the unused prepayment will be included in the final account reconciliation when we close your account. Service Charges and on our pricing page on our website. The Schedule of Service Charges is published on our website and is available here <https://www.prepaypower.ie/termsandconditions>. Our energy pricing and rates is published on our website and is available here <https://www.prepaypower.ie/our.services/pricing/rates>. The charges you pay for energy include your Usage as recorded by the PPP Meter(s), as well as a network standing charge (this is incorporated into your Tariff) and any applicable Service Charge (as set out in our Schedule of Service Charges).

**11.2.** The Charges are exclusive of Occasional Works Fees for which you may be additionally liable. If any Occasional Works Fees are payable by us to GNI and/or ESBN and/or a third party authorised by the Regulator to levy Occasional Works Fees (or similar charges) in connection with the supply of energy to any Meter, we shall be entitled to charge you for an amount equal to the relevant Occasional Works Fees (or similar charges) and you agree to reimburse us for such amount in accordance with these Terms and Conditions.

**11.3.** You must pay all Charges and Occasional Works Fees in full. Part payment will not release you from your obligation to do so.

**11.4.** At the time of entering into this Contract, you shall provide us with your up-to-date email address, and we shall use this email address to send you an annual electronic statement. If your email address is invalid, we will send the statement to the premises where energy is supplied or to your postal address, if different, and may charge you as per our Schedule of Service Charges. Your annual statement will:

(a) identify the Charges, your Usage and the payments that have been made by you since our previous statement (if any).

(b) reconcile payments made by you with your Usage. If this reconciliation shows that any amount payable is outstanding, you will be liable for such outstanding amount. Payment of any outstanding amount may be made by credit or debit card. At our discretion an outstanding amount may also be paid at an agreed rate via our recoup process. Should the reconciliation process show an overpayment (after the credit balance on the PPP Meter(s) has been excluded), we will remit the amount of the overcharge back to you in the form of credit on your account or by postal order or by cheque. If you use emergency or other credit advanced to you by us, we will automatically recoup this credit from the next purchase of Top Up meter by you.

**12.5.** If the Charges, or any Occasional Works Fees or any other fees payable by you to us pursuant to this Contract are not discharged in full, either by deducting from Top Ups or other payment options, within 7 days of receiving notification in writing of your obligation to pay the Charges, you may be liable for interest at the rate of 4% per annum above the current EURIBOR (Euro Interbank Offered Rate) on outstanding amounts. In addition, you agree, at our request, to discharge all costs incurred by us in seeking to recover any outstanding amounts from you. We may, with your consent for the specific charge, use details of any payment method that you have previously supplied to us to pay any such outstanding amounts.

**12.6.** If you dispute any amount payable by you pursuant to this Contract, you must still pay any undisputed amount, and we shall endeavour to promptly address and resolve any concerns that you have in relation to disputed amounts that we claim are payable by you pursuant to this Contract.

**12.7.** If you request a visit to the Premises by a representative of GNI to check the PPP Meter(s), we reserve the right to re-charge any, and/or all fees in full, charged to us on behalf of GNI in accordance with the Schedule of Service Charges.

**12.8.** If you request a visit to the Premises by one of our representatives to check any PPP Meter(s), we may charge a fee in accordance with our Schedule of Service Charges.

**12.9.** If you request a visit from a representative of GNI and or a PrepayPower representative and then cannot keep this appointment, you must let us know by midday on the immediately preceding Business Day. If you fail to do so we reserve the right to charge you for any costs that may be incurred as a result of your failure to keep the appointment, in accordance with our Schedule of Service Charges.

**12.10.** If you dispute the accuracy of the Meter of Record supplied by GNI and or ESBN and, if it is tested at your request and found to be accurate, you shall be required to pay a standard charge in respect of the test as a Pass through Charge from GNI and or ESBN respectively. However, if the Meter of Record is found to be inaccurate then we may adjust the Charges, as appropriate in accordance with our gas and or electricity supply licence(s) and applicable law.

**12.11.** If GNI and or ESBN suspends, disconnects or reconnects your energy supply or repositions your Meter of Record you may be charged. If we need to suspend, disconnect, reconnect or reposition any PPP Meter(s), you may be liable for our reasonable costs in doing so, which will be agreed with you in advance.

**12.12.** We may vary the Charges and pass through any variations to the Occasional Works Fees at any time by providing you with no less than thirty (30) days' prior notice. Details of such variations will be available on our Website, through national newspaper advertisement, and also visible on your PPP Meter(s). Any such notice or advertisement will state the date on which the price change is effective.

**12.13.** In addition to your energy tariff, our charges also include additional fees for particular services and activities. Up-to-date information describing all of these additional fees can be found on our website in our Schedule of Service Charges, which is available on our Website at <https://www.prepaypower.ie/termsandconditions>

**12.14.** Any promotional offers or price promises apply only during the promotional period specified and do not form part of this Contract. Any such promotional offers are applied at our complete discretion. We reserve the right to offer them only to specified categories or groups of customers (which may or may not include you), to determine the time period that such offers are available for, to determine what terms and conditions are applicable to such offers and to withdraw any such offers or price promises as and when we see fit. Pricing is strictly as per the Schedule of Service Charges, which is available on our Website at <https://www.prepaypower.ie/termsandconditions>

**12.15.** As part of our sign up process or at any time during the course of your contract, we may perform a credit check on an application or existing account to determine whether a credit risk exists in supplying, or continuing to supply you with energy.

(a) If it is determined that a credit risk exists in supplying or continuing to supply you with energy, we may require a security deposit, equivalent to 3 months of your individual average consumption, or in the case of new applications or lack of such data, the accepted industry average consumption for your PPP Meter configuration, to be paid in advance

(b) The security deposit will be held on your account for an initial 12 month period, after which your account will be re-evaluated and the credit risk re-assessed. If you have met the credit terms as initially requested, you will be refunded the security deposit in full. If you have not met the credit terms we may refund the security deposit in part, or if the credit risk remains unchanged, retain the security deposit for a further 12 month period.

(c) In refunding your Security Deposit, we will offset the Security Deposit value against any outstanding debt at that time, if any, and issue you a cheque refund for the remaining balance.

**12.16.** Customers may choose to avail of a discounted tariff that does not include a PAYG service charge. In this scenario we may request a security deposit to cover the costs of supply and installation of the PPP Meter.

(a) This security deposit is refundable via cheque refund following a period of 12 months on our supply.

(b) In refunding your deposit, we will offset the deposit value against any outstanding debt at that time, if any, and issue you a cheque refund for the remaining balance.

**12.17.** In the event that you terminate this Contract pursuant to Clause 11 but do not give us the required one months' notice of termination and or termination occurs during the agreed initial period (but not during the cooling off period), then you will be liable to pay to us either the Meter Removal Fee or Meter Replacement fee (if meter is damaged) as set out in the Schedule of Service Charges which is available on our website. With your consent for the specific charge, we may use details of any payment method that you previously supplied to us to pay for the Meter Removal/Replacement Fee.

the gas distribution system in line with the terms and conditions of that Gas Connection Agreement. You agree to be bound by and comply in full with the terms of your Gas Connection Agreement. The Gas Connection Agreement is a binding legal agreement. It sets out your rights and duties in relation to the connection at which GNI delivers gas to the Premises.

**18.2.** In order to receive electricity from us you must have an agreement with ESBN, the Irish national Electricity Distributor (an "Electricity Connection Agreement") under which you have a right for your Premises to be, and to stay, connected to the electricity distribution system in line with the terms and conditions of that Electricity Connection Agreement. You agree to be bound by and comply in full with the terms of your Electricity Connection Agreement. The Electricity Connection Agreement is a binding legal agreement. It sets out your rights and duties in relation to the connection at which your Electricity Distributor delivers electricity to, or accepts electricity from, the Premises. If you want a copy of the Electricity Connection Agreement or have any questions about it, please write to ESBN, Clanwilliam Court, Dublin 2, or see the Website at [www.esb.ie](http://www.esb.ie)

**18.3.** GNI and or ESBN may deem that a Connection Agreement in the name of a previous occupant of the Premises applies to you. Our compensation and refund arrangements which apply if the service quality levels that we are committed to are not met. Our Customer Charter can be found on our website at the following link: <http://https://www.prepaypower.ie/termsandconditions>

**19.1.** Our 7 Codes of Practice outline services that we offer to customers including priority support customers and other vulnerable customers. These Codes of Practice also explain how you can register as a vulnerable customer and details the way our business works, the services and the service quality levels you can expect from us. The Codes of Practice can be accessed on our Website at [www.prepaypower.ie/termsandconditions](http://www.prepaypower.ie/termsandconditions) or you can request a hard copy from us by writing to us at Code of Practice requests, PrepayPower Ltd, Paramount Court, Corrig Road, Sandford, Dublin 18, D18 R9C7.

**19.2.** Our Code of Practice for Complaints Handling details the procedure that you should follow if you have any complaint about the service that we provide or offer to you. Our contact details are available on our Website at [www.prepaypower.ie/termsandconditions](http://www.prepaypower.ie/termsandconditions) or you can write to us at Complaints, PrepayPower, Paramount Court, Corrig Road, Sandford, Dublin 18, D18 R9C7 to request a copy of this Code of Practice. You can also log a complaint online at <http://www.prepaypower.ie/complaints-process>.

**20. Priority Support and Special Services**

**20.1.** PrepayPower Customers have the option of registering on the Priority Services and or Special Services Register. The procedure for registering is detailed in the Code of Practice on Vulnerable Customers. Please see the Code of Practice on our website [www.prepaypower.ie](http://www.prepaypower.ie) or contact us at the details held in section 21.

**20.2.** A register of special services customers and priority support customers is maintained by PrepayPower. If you wish to be treated as a special services customer or priority support customer and receive the services as set out in our Codes of Practice, you must give us the necessary information that we require to compile these registers and we agree that we will not disclose this information except to ESB Networks and or Gas Networks Ireland who require the information to perform certain services for you and in accordance with these Conditions and the law.

**21. Notices and Communications**

**21.1.** How we may contact you

(a) We can contact You at any of the Premises addresses, or any other address you give us for this purpose.

(b) Notices required under this Contract, or other forms of communication that we need to send to you, will be in writing and may be delivered by hand, sent by post, sent by e-mail, published on our website and by a notice in a daily national newspaper.

(c) Any notices that we send to you by hand or by post will be sent to the most recent billing address (or alternative address if relevant) provided by you to us. We will assume that you have received hand delivered notices within 24 hours of delivery and posted notices within 5 Business Days after posting unless we receive evidence to the contrary.

(d) Any notices that we send to you by email will be sent to the most recent email address provided by you to us. We shall assume that you have received emails on the same Business Day unless we receive evidence to the contrary.

**21.2.** How you may contact us

(a) Via the postal address PrepayPower Limited, Paramount Court, Corrig Road, Sandford, Dublin 18, or any replacement addresses that we notify to you; or

(b) At the following telephone number; 1890 989 578 or

(c) By sending an email to the following email address [TC@prepaypower.ie](mailto:TC@prepaypower.ie)

(d) Any communications you send us will only be valid if you include your customer reference number (or, if you do not have a customer reference number, the reference number by which your Meter is identified and the Premises address). We will treat all of your communications with us in accordance with the Privacy Policy published on our website.

**21.3.** How you may contact Gas Networks Ireland/GNI

(a) To find the correct postal address please use the following link: <http://www.gasnetworks.ie/en-IE/About-Us/Contact-Us/Office-Locations/>

(b) At the following telephone number; Customer service – 1850 200 694

(c) In case of an emergency telephone Gas Network Ireland's 24 hour emergency line – 1850 20 50 50

(d) By sending an email to the following email address: [networksinfo@gasnetworks.ie](mailto:networksinfo@gasnetworks.ie)

**21.4.** How you may contact ESB Networks/ESBN

(a) At the following telephone number; faults and emergencies 1850 372 999

(b) At the following telephone number; customer service –1850 372 757

(c) By sending an email to the following email address: [esbnetworks@esb.ie](mailto:esbnetworks@esb.ie) or report it to the police.



## 22. Glossary

**Business Day** – means Monday to Friday, other than bank holidays and other public holidays in Ireland.

**Cancel** – means your right to cancel the Contract under Clause 7 and your supply of energy to you begins.

**Cancellation Form** – means the cancellation form which may be completed and returned to PPP in accordance with Clause 7 and which is available on our website at <https://www.prepaypower.ie/docs/default-source/Terms-Conditions/>

**Charges** – means all the fees, charges and other amounts you must pay to us under the Contract.

**Code of Practice** – means our following code of practice documents: Code of Practice on Marketing and Advertising, Code of Practice on Sign Up, Code of Practice on Billing, Code of Practice on Disconnection, Code of Practice on Complaints, Code of Practice on Vulnerable Customers and Code of Practice on PAYG Metering & Budget Controllers;

**Connection Agreement** – means a Gas Connection Agreement or an Electricity Connection Agreement, as the case may be;

**Contract** – means the agreement between you and us, as described in Section 4 (about the Contract) or Section 5 (Deemed Contracts), together with our Privacy Policy and our Schedule of Service Charges and any application form that you have completed in writing or verbally over the phone;

**Commencement Date** – has the meaning given to that term in Clause 4.8;

**Credit Meter** – means a Meter that records Usage, where payment is to be made by the customer for energy used in a preceding period (typically month/quarter). A customer receives a bill identifying payment required.

**Credit Mode** – the PAYG meter, once appropriately activated, operates as a Credit Meter. For electricity this involves the application of a 60 digit code.

**Deemed Contract** – A Deemed Contract means a contract for the supply of electricity and/or gas under Section 16A of the Energy (Miscellaneous Provisions) Act 1995. It is a legally enforceable agreement considered to have come into existence when we continue to supply the Premises after the previous Contract for supply to the Premises concerned has expired, or was not cancelled or when a previous owner or occupier vacated the Premises but the new owner/occupier continues to use energy supplied by us and does not enter into a new Contract for supply;

**Domestic Customers** – means domestic/household or individual/non-business/non-commercial customers of PPP, as set out in the Handbook;

**Electricity Connection Agreement** – shall have the meaning set out in Clause 18.2;

**Electricity Distributor** – means ESBN, the licensed operator of the distribution system through which electricity is supplied to you.

**ESB Networks (ESBN)** – means the licensed operator of the distribution system through which electricity is supplied to you;

**ESBN Meter** – means the ESBN Meter of Record for the supply of electricity;

**Energy** – means electricity or natural gas (or both), as agreed for the purposes of the Contract.

**EURIBOR** – means the Euro Interbank Offered Rate being offered and is used to benchmark the rate of interest referenced in this Contract.

**Gas Connection Agreement** – shall have the meaning set out in Clause 18.1;

**Gas Networks Ireland (GNI)** – means the licensed operator of the distribution system through which gas is supplied to you;

**GNI Meter** – means the GNI Meter of Record for the supply of gas, which may be a Credit Meter or a PAYG Meter and can be registered to any other Supplier;

**GPRO** – Gas Point Registration Operator;

**GPRN** – means Gas Point Reference Number, the unique 8 digit number assigned to all Gas Connections and Meters.

**Handbook** – means the Commission for Regulation of Utilities Electricity and Gas Suppliers Handbook 2017 (as may be amended from time to time);

**Initial Period** – means the initial term of this Contract, being such term as shall be agreed by telephone between you and us and starts on the Commencement Date.

**Initial Period Termination Fee** – has the meaning given to that term in Clause 11.8(e);

**Keypad Unit** – means the keypad unit provided by PPP in conjunction with the PPP PAYG (Standard) Meter to assist in recording payments and viewing Usage;

**Meter of Record** – means the ESBN Meter (for electricity) or the GNI Meter (for gas) (the GNI Meter once registered with PPP is both a Meter of Record and PPP Meter). The term includes any reference to electrical plant, electrical lines, Gas plant, and all other apparatus at the Premises used to deliver, measure and control energy, but excluding any PrepayPower Equipment.

Meter means a Credit Meter, an ESBN Meter, a GNI Meter, a Meter of Record an Other Supplier PAYG Meter, a PAYG Meter, PPP Meters, a PPP GNI Meter, a PPP PAYG (Standard) Meter, a PPP PAYG Smartpay Meter and any other credit, prepay or other meter used to record Usage;

**MPRN** – means Meter Point Reference Number, the unique 11 digit number assigned to all electricity connections and Meters;

**MRSO** – Meter Registration System Operator

**Network** – means the network of the network operator.

**Network Operator** – means the company that CRU licenses to deliver energy to the Premises.

**Non-Domestic Customers** – means small business/commercial customers of PPP, as set out in the Handbook;

**Occasional Works Fees** – means any third party costs, charges, tax, duty, levy, tariff or any government or Regulator, approved imposed cost or charge (other than the Charges), relating to the supply and distribution of energy to the Premises including, without limitation value added tax;

**Other Supplier PAYG Meter(s)** – means all types of Meters (whether PAYG, smart meters or otherwise), that are not the Meters of Record and have been provided by another Supplier (other than PPP) for the purpose of recording payments for energy consumption and interrupting Usage if payments are not made;

**Pass Through Charge** – Charges levied by a Network Operator to perform a service, which are passed on to you as the end customer.

**PAYG** – “pay as you go”;

**PAYG Meter** – means a Meter that uses a PAYG tariff and requires consumers to pay for their energy in advance;

**PPP App** – means an electronic application to run on smart phones enabling users to top up their energy credit and which provides a different experience depending on whether the PAYG (standard) Meter or the PAYG Smartpay Meter is being used;

**PPP PAYG GNI Meter** – means a GNI Meter which is registered to PPP (PPP only provides PAYG service for customer so the PPP GNI Meter is of type PAYG);

**PPP Meters** – means either a PPP PAYG (Standard) Meter or a PPP PAYG Smartpay Meter and/or a PPP GNI Meter, depending on the type of Meter(s) used by the relevant customer/provided by PPP, ESBN/GNI for the supply of energy to customers;

**PPP PAYG (Standard) Meter** – means the Meter supplied and installed by PPP for the purpose of recording payments for energy consumption and interrupting usage if payments are not made, which allows for payment of charges in advance and is used in conjunction with a Keypad Unit;

**PPP PAYG Smartpay Meter** – means a PAYG Meter with remote communications capabilities supplied by PPP and installed by its agents for the purpose of recording payments for energy consumption and interrupting usage if payments are not made and which allows for payments of Charges in advance (used in conjunction with the PPP App);

**Premises** – means the building, home or other property (including any part of any land or building or structure (i) in respect of which we have become the registered Supplier, or (ii) to which you have requested us to supply gas under this Contract and to which the Contract relates (this is usually where you live or, if you operate a small business, where this is run from, but it could be a property you’re responsible for as a landlord, if, for example you have more than one property or are responsible for paying gas bills and electricity bills between tenancies).

**Registration** – means the recording by the GPRO (for Gas Supply) and MRSO (for Electricity Supply) of a person as being responsible for provision of a supply of energy to the Meter with effect from a particular date and the term “Registered” shall be interpreted accordingly;

**Regulator** – means the Commission for Regulation of Utilities – CRU (or any successor body or authority);

**RGI** – means Registered Gas Installer

**Schedule of Service Charges** – means the schedule of current Service Charges, available on our Website at <https://www.prepaypower.ie/termsandconditions>

**Service Charges** – means the charges payable by you for services/activities supplied by us to you relating to us supplying energy to you, other than your Tariff, as updated from time to time and the current Service Charges are set out in the Schedule of Service Charges

**Start Date** – means the date your Usage begins and we are registered to Supply energy to you.

**Supply Point** – means the point shown in a Connection Agreement, or in any application to supply at a specific point at the Premises, where energy may flow between the local distribution system and your installation.

**Supplier** – means a supplier of energy licensed by CRU.

**Supply** – or similar expressions refers to the sale of energy by us to you, via the energy network.

**Supply licence** – our licences that CRU issued to us for the supply of energy;

**Tariff** – means the rate per kWh of energy supplied to you, the daily standing charge for the supply of energy to you, along with the application of appropriate levies and taxes, as published on our website <https://prepaypower.ie/our.services/pricing/rates>

**Termination** – means the ending of the Contract under Clauses 7, 9 or 11 as the case may be.

**Termination Notice** – means the notice referred to in Clause 9.2 or Clause 11.1 as the case may be, that you must provide us if you wish to terminate this Contract.

**Terms and Conditions** – these terms and conditions;

**Top Up** – means payments made by you in cash or by card through approved payment channels including i) retail payment intermediaries, using gas and/or electricity Top-Up cards purchased at approved retail outlets, ii) by phone to the PrepayPower top up line, iii) online via our website at <https://www.prepaypower.ie/topup> or iv) via the PPP mobile app;

**we / us / our** – PrepayPower, a company incorporated in Ireland with company number 467144. Includes references to our employees, agents and Contractors;

**website** – means our website at [www.prepaypower.ie](http://www.prepaypower.ie) (and any and all successor or replacement websites), which includes our website app. You can find a number of important documents relating to the supply of energy at this address. If you do not have access to the internet, please contact us in accordance with Section 21 (notices and communications), and we will send you copies.

**written / write / writing** – means any communication in a textual format which includes letter, email, and online forms.

**Usage** – means the Units recorded as consumed by a Meter;

**you / your** – means the other person with which we have agreed the Contract as described in Section 1 (who the Contract is between).