



Standard Terms and Conditions for Supply for Residential Customers of Ever Energy Supply Limited t/a Bright

Version	Date Valid From
V2.0	26/02/2021

The following are the standard terms and conditions for the supply of electricity by Bright to any residential customer (“**Terms**”). These Terms are in addition to the prevailing Price and any terms and conditions specific to the service you have chosen (as may be amended from time to time). These Terms also apply to residential customers who are supplied electricity under a Deemed Contract.

This is an important document so take time to read it and if you have any questions, or there is anything you are not clear about, please get in touch with our energy specialists who will be pleased to help you.

1. Definitions and Interpretation

1.1. The defined terms used in these Terms shall have the following meanings:

“**Agreement**” means your application to us for supply of electricity (if any) which you have either signed or agreed on the telephone or online, together with these Terms and the relevant tariff, as may be amended from time to time;

“**Bright**”, “**Company**”, “**we**”, “**us**”, “**our**” means Ever Energy Supply Ltd Limited registered in Dublin, Ireland with company Number 640097 and registered address at 3 Custom House Plaza, IFSC, Dublin 1, D01 VY76, trading as Bright;

“**Commencement Date**” means the date on which we will commence to supply electricity to the Supply Address;

“**CRU**” means the Commission for Regulation of Utilities which is the regulator for the electricity and natural gas sectors in Ireland;

“**Connection Agreement**” means the agreement between in place with the Network Operator in respect of the connection of the Supply Address to the local electricity distribution network;

“**Customer**”, “**you**”, “**your**” means (i) any person who enters into the Agreement with Bright for the supply of electricity to the [Supply Address]; or (ii) any person who uses electricity supplied by us. If you have registered as a customer jointly with other people, these expressions shall apply to each of you;

“**Deemed Contract**” means a legally enforceable contract considered to have been made between Bright and a consumer for the supply of electricity because the circumstance set out in Section 5 of the Energy (Miscellaneous Provisions) Act 2012 exist. A deemed contract has the effect that liability for the electricity supplied is created in the absence of a formal agreement.

“Electricity Charges” mean the amounts payable by you for the supply of electricity by us to the Supply Address, including all Pass-Through Charges;

“Equipment” means the Meters, pipes, conduits, electrical plant, electrical lines and all other apparatus at the Supply Address to deliver, measure and control electricity at the Supply Point;

“Equipment Charges” means charges that we are required to pay to the Meter Provider or incur ourselves where work is carried out on the Equipment and include, but are not limited to the following: (i) damage to the Equipment (including your Meter) if the damage is your fault, (ii) carrying out a Meter accuracy test if you ask for this and we do not find a fault with the Meter, (iii) warrants of entry that may have to be applied for, (iv) visits to the Address relating to inspecting or changing the Meter, and (v) any costs associated with changing the Meter;

“Force Majeure” has the meaning given to it at clause 20;

“Meter” means the electricity meter installed by the **Meter Provider** for the purpose of measuring the quantity of electricity used at the Supply Address and includes any such Meter or Meters of any type supplied to You at any time at the Supply Address;

“Meter Provider” means ESB Networks Limited Registered in Ireland Number 465172 or such other company as may be appointed to provide, install, maintain and administer the Equipment;

“Network Operator” means any licensed network operator appointed to provide, install, maintain and administer the entire electricity infrastructure, transmission or distribution systems in Ireland, being ESB Networks Limited and Eirgrid Plc;

“Pass Through Charges” means any applicable third party costs, charges, tax, duty, levy, tariff or any government imposed charge, relating to the supply and distribution of electricity to the Supply Point including, but not limited to, transportation and use of system charges by the Network Operator, Equipment Charges and VAT;

“Prices” means the current prices for the supply of electricity, the current prices for any Pass Through Charges and the current prices for any other standing charges, as such prices may be amended from time to time in accordance with the Agreement;

“Smart Meter” means an electricity meter installed at the property that we can communicate with and read remotely, in line with your permissions, without needing to visit the property.

“Supply Address” means the address(es) at which your Supply Point is located;

“Supply Point” means the point(s) at the Supply Address at which the flow of electricity supplied by us is metered;

“Vulnerable Customer” means a person who is:

- critically dependent on electrically powered equipment, which includes, but is not limited to, life protecting devices, assistive technologies to support independent living and medical equipment; or
- particularly vulnerable to disconnection during winter months for reasons of advanced age or physical, sensory, intellectual or mental health;

“**Website**” means www.brightenergy.com; and

“**Working Days**” means any day other than a weekend or a day designated in Ireland as a public holiday.

- 1.2. The headings used in these Terms are for convenience only and will not affect the interpretation of the Terms.
- 1.3. Reference to a person includes that party’s personal representatives, successors and permitted assigns (where applicable).
- 1.4. A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted and includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted from time to time.
- 1.5. Any phrase introduced by the words “including”, “include”, “in particular”, or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.6. Bright shall not be required to keep or preserve the original documentation pertaining to or arising out of any agreement (including the Agreement itself) but may keep copies of the same by using any electronic method of storing information and a legible copy or a recorded electronic audio file (as appropriate) of any such information so preserved shall be considered a true copy of it. Bright shall carry out any such storage in compliance with all applicable data protection laws.

2. Agreement to Supply

- 2.1. We will supply you with electricity, and provide (or procure that a third party provides) any services associated with the supply of electricity, to the Supply Point at the Supply Address subject to the terms and conditions of the Agreement.
- 2.2. Our obligation to supply electricity to you is conditional upon the following:
 - 2.2.1. Bright is permitted to supply electricity to your property (the Supply Address);
 - 2.2.2. You request a supply of electricity from Bright, which is accepted by us, by (i) completing an online or telephone application or completing an application form or written contract. or (ii) you use electricity supplied by us at your property (the Supply Address) under a Deemed Contract as more particularly described in Clause 3;
 - 2.2.3. Your switch to Bright being successfully completed; and
 - 2.2.4. all necessary Equipment being installed or available at the Supply Address; and

- 2.2.5. a valid Connection Agreement between you and the Network Operator having been entered into and remaining in force. Please note that the Network Operator may deem that the Connection Agreement in the name of a previous occupant at the Supply Address shall apply to you. If that is the case, we do not require that you enter into a new Connection Agreement. If you have any questions in relation to your Connection Agreement or wish to receive a copy of your Connection Agreement, please contact your Network Operator. The contact number for ESNB is 1850 372 757.
- 2.3. At the time of entering into the Agreement you warrant that you are the owner or occupier at the Supply Address and have the power and authority to enter into the Agreement and, where applicable, grant permission to Bright to terminate any electricity supply that you have with another electricity supplier.
- 2.4. Ownership of, risk in and title to the electricity pass to you at the Supply Point.
- 2.5. Save as otherwise provided by law, the electricity supplied by us may not be resold by you in any form and you shall not use the electricity for any improper purpose.
- 2.6. The Agreement will start on the date that you choose Bright to be your electricity supplier, or Commencement Date, whichever is first.
- 2.7. After the Agreement starts, a cooling off period will apply for 14 days from the day you entered into the agreement. You can let us know that you wish to cancel the Agreement at any stage during this period by contacting us.
- 2.8. If you have already started to use electricity and choose to cancel during the cooling off period, you may be liable for all Electricity Charges and other charges incurred under the Agreement during this time.
- 2.9. We will aim to start supplying electricity to you within 14 days, unless:
- 2.9.1. there are circumstances beyond our control which prevent us from starting to supply electricity to the Supply Address by that date;
 - 2.9.2. you request that supply starts from a later date;
 - 2.9.3. a third-party supplier that is registered to the Supply Address objects to the transfer of Supply Address to Bright;
 - 2.9.4. the Supply Address is not connected to the electricity distribution system or
 - 2.9.5. your existing supplier raises a debt flag. A debt flag is raised by an existing supplier where you have arrears greater than the limit set by the CRU both in terms of amount and length of time the debt has been outstanding. The purpose of this debt flag is to notify us of this outstanding debt we may decide not to proceed with the switch until the arrears are cleared with your existing supplier.
- 2.10. Unless specifically stated in the specific terms and conditions of a tariff offer the agreement has no end date and no renewal is required.

- 2.11. Your personal information may be transferred to the distribution system operator, ESB Networks Limited, for the purposes of maintaining and operating supply to the premises and in relation to safety of network related activity.

3. Deemed Contract

- 3.1. A Deemed Contract exists where a supply of electricity is provided to a premises in the absence of an agreement for supply between a supplier and the occupier.
- 3.2. The commencement date for the Deemed Contract is the date when you commence using electricity in the absence of an agreement for supply.
- 3.3. When you move or if you are a new occupier or owner of a property you are required to notify us so that we are aware of who is responsible for Electricity Charges at the Supply Address.
- 3.4. We will write to the Supply Address giving notice of the Deemed Contract stating:
 - 3.4.1.it is a notice pursuant to section 16(A) of the Energy (Miscellaneous Provisions) Act 1995, (Deemed Contracts) Regulations 2015
 - 3.4.2.the Supply Address has continued to be supplied;
 - 3.4.3.the Supply Address is no longer subject to a contract for supply and is now supplied under a Deemed Contract;
 - 3.4.4.you as owner or occupier are responsible for the payment for the supply under the Deemed Contract;
 - 3.4.5.the most recent meter reading for the premises held by the registered supplier for the Supply Address;
 - 3.4.6.whether the reading referred to at Clause 3.4.5 is actual, estimated or customer and the date of the reading;
 - 3.4.7.the reading referred to at Clause 3.4.5 is for information purposes;
 - 3.4.8.you will be charged Bright standard tariff rates, (found on our Website) and you are responsible for the payment of electricity supplied;
 - 3.4.9.you have the right to enter into a contract of supply with us or any other provider; and
 - 3.4.10. a copy of this Agreement
- 3.5. Customers supplied under a Deemed Contract are free to enter into a contract of supply of electricity with Bright or another supplier. A Deemed Contract will automatically end when the new contract starts, whether started by you or someone else at the Supply Address. You will be responsible for all charges for electricity until the end of the Deemed Contract.
- 3.6. For the avoidance of doubt, the rights and obligations are no different to those applicable to customers supplied under contracts other than Deemed Contracts.

4. Change of Supplier

- 4.1. Where we take over the supply of electricity to the Supply Address from another electricity supplier, you shall (i) allow us to request information about your previous electricity supply and disclose this information to relevant parties in order to fulfil our responsibilities; and (ii) provide us with an electricity Meter reading for the Commencement Date or allow us to obtain

an actual Meter reading at the Supply Address.

- 4.2. We may share the relevant information we have about you with relevant industry organisations based on agreed industry processes. In order to transfer your electricity supply, we may need to share information with and obtain information from your current supplier to establish details of any outstanding debt or Meter tampering at the Supply Address. If you attempt to leave our supply of electricity, you allow us to provide information about your account with us and disclose all information to relevant parties which may include the electricity suppliers, debt collection agencies and any other relevant third party agencies.
- 4.3. 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 CRU. If we decide not to carry out the switch because of arrears (an overdue payment that has not been paid) we will tell you by email or by post.
- 4.4. If you currently have a prepayment meter for lifestyle choice you may require a deactivation code for this meter from your current supplier. Your supplier is required to provide this code to you in line with the timelines set by CRU.
- 4.5. If we stop providing services to the electricity retail market, for reasons other than a sale or restructuring, your personal information may be transferred to the new supplier (known as the “Supplier of Last Resort”) directed by the CRU.

5. Pricing and Payment

- 5.1. You agree to take and pay for the supply of electricity at the Supply Address in accordance with the Prices until termination of the Agreement or until you stop using services provided by us, whichever is later. You shall also pay any debt accrued which remains outstanding on termination of the Agreement.
- 5.2. When you switch to Bright we will provide you with a Welcome Pack which will include our details, the name of your tariff, the unit rate and charges applicable to your tariff, the contract term, the payment method selected, and other payment options available to you.
- 5.3. The Electricity Charges payable by you will be based on:
 - 5.3.1. the electricity you have used in kilowatt hours (kWh), obtained through a Meter read either supplied remotely from a smart meter, provided by the Meter Provider, or by you, or an estimated read (estimated using industry standard methods);
 - 5.3.2. the unit price that applied to your account for the period in which you used the electricity;
 - 5.3.3. any standing charge applicable to the property for the relevant period of the bill; and
 - 5.3.4. any Pass Through Charges; and
 - 5.3.5. any other costs associated with the supply of electricity by us.

- 5.4. We will apply VAT at the appropriate rate to all Electricity Charges.
- 5.5. Our latest tariff information, and details of all relevant charges for your electricity supply is available on our Website www.brightenergy.com. Our tariff information is expressed in cent per kWh.
- 5.6. For a direct debit customer or a customer paying on receipt of bill, we will send monthly bills or statements. These bills or statements will set out the Electricity Charges and the amount payable by you, which must be paid by the due date set out on your bill and applicable to your payment method without set-off or deduction. Part payment will not release you from your obligation to pay the full amount due to us. You should allow 3 Working Days for your payment to be received. Any amount paid by you will be applied in the order in which they become due and we will credit or debit your account with the balance (if any) in your next bill or statement.
- 5.7. If you have a prepayment Meter, you must top up your Meter in advance in order to receive the supply. We will deduct the charges for electricity from the amount you top up. We will send you a statement at least once a year showing your top ups against the amount of electricity used and the total charges for that electricity.
- 5.8. You must allow the Network Operator, Bright, or a third-party service provider acting on our behalf, access to the Meter (including prepayment Meters) at all reasonable times to enable the Meter to be read.
- 5.9. You agree to provide accurate information regarding the Supply Address, and all details we request to ensure we can provide you with the most suitable Prices.
- 5.10. You can pay for your electricity either by:
 - 5.10.1. Direct debit in advance – which means paying a regular amount for your supply in advance each month, where we set the amount of your direct debit based on estimated annual usage;
 - 5.10.2. Direct debit in arrears – once we issue your monthly bill we will take the direct debit for the full amount from your account within 5 days of the bill being issued; and
 - 5.10.3. Standard credit – paying in arrears by debit or credit card by phone or through the Website within 14 days of your bill being issued
- 5.11. Paying by direct debit means:
 - 5.11.1. we will abide by the Direct Debit Guarantee, this guarantee protects you from payments made in error or fraudulently and can be found on our Website www.brightenergy.com;
 - 5.11.2. we will inform you of your payment amounts and payment dates when you set up your account with us;
 - 5.11.3. if you think your bill is incorrect you should contact us before we take your direct debit;

- 5.11.4. we will request an up to date Meter readings every 30 days, unless you have a smart meter installed which we can access remotely for daily reads, and you have opted in to remote daily reads;
 - 5.11.5. we may review your direct debit within 30 days of the Commencement Date and then at least twice a year, to make sure you are paying enough to cover your energy usage or to offer to reduce your payment if we think you are paying too much; and
 - 5.11.6. with respect to the payment method referred to in Clause 5.10.1 only, your first direct debit is due when your switch to Bright is confirmed. Subsequent payments will be made each month as per your agreement with us.
- 5.12. Where you do not pay for your energy by the method prescribed in Clause 5.10.1 you may be required to pay a security deposit in accordance with Clause 6. Our security deposit policy can be found on our Website at www.brightenergy.com.
- 5.13. If you are having difficulty paying your bill you should contact us straight away, so that we can arrange a suitable payment plan and discuss your payment options. Full details of our commitments to those having difficulty paying their bill can be found in our Code of Practice on payment of bills which you can find on our Website.
- 5.14. If for any reason the Meter does not register electricity usage accurately, you agree to pay an amount that reasonably reflects the amount of electricity you have used.
- 5.15. You agree to pay our other charges relating to your supply, including:
- 5.15.1. reasonable charges for providing copy bills where requested by you;
 - 5.15.2. payment for work to be carried out at your Meter as a result of you tampering or interfering with the Meter; or
 - 5.15.3. other reasonable costs that arise if we must act because you break the terms of this agreement.
- 5.16. The Meter Provider, ESNB, is responsible for reading your Meter at the Supply Address on our behalf. Meter readings will normally be assumed to be correct. However, where:
- 5.16.1. we believe that the Meter reading may be inaccurate;
 - 5.16.2. Meter readings are not available; or
 - 5.16.3. we have not been able to gain access to your Meter,
- we will make a reasonable estimate of your Meter reading and include this in your bill or statement. Where you submit a Meter reading your next bill or statement will be adjusted accordingly.
- 5.17. ESNB act as the Meter Provider to install, maintain and administer the Meter. ESNB will attempt to read your meter up to four times a year dependent on access to the Supply Address. There is a planned estimate twice a year.
- 5.18. Where a Meter reading has been inaccurate or omitted or the Electricity Charges have been calculated incorrectly, we shall debit or credit your account (as appropriate) and reflect this in your next bill or statement.

- 5.19. If any payments are late, we reserve the right to charge you any relevant costs in relation to the late payment. See Clause 7.
- 5.20. If you have an account with us at any other premises, we may transfer any credit or debt between your accounts to receive any amount owed by you to us. We will notify you with any intent to do so.
- 5.21. If any amount payable by you is in dispute, you must pay to us the amount that is not in dispute. When the matter has been settled, we will adjust the amount owed by you as a result.
- 5.22. For advice on reducing the amount of electricity you use our website also has helpful tips and advice.
- 5.23. You can get independent advice on how to improve the energy efficiency of your home from Ireland's national sustainable energy authority, SEAI by visiting their website at www.seai.ie. The website can provide you with lots of helpful tips on how to make your home more efficient.

6. Security Deposit

- 6.1. In line with our licence, we may request a security deposit from you prior to supplying electricity to the Supply Address as security against payment for your electricity.
- 6.2. During the term of the Agreement, we may ask you to pay a security deposit against payment for your electricity in the following circumstances;
 - 6.2.1. You do not pay for your electricity in the manner prescribed under Clause 5.10.1 or by prepayment Meter;
 - 6.2.2. You pay us late;
 - 6.2.3. You fail to adhere to payment arrangements agreed with us; or
 - 6.2.4. You fail to adhere to any of the terms of the Agreement.
- 6.3. You may be able to avoid paying a security deposit to us by paying for your electricity in the manner prescribed under Clause 5.10.1.
- 6.4. We may refuse to supply electricity to you until the security deposit has been paid to us in full.
- 6.5. We will repay any security deposit where, for a period of 12 months, you have paid all charges for electricity requested by us in line with our payment terms. This repayment will be made within 28 days of the date on which you become eligible for the security deposit to be repaid.
- 6.6. If you end the Agreement and have paid all outstanding amounts due to us, we will repay any security deposit as soon as reasonably practicable, and in any event, within one month, provided that you have provided us with the address to which cheques should be sent or details of the bank account to which payment should be made.

- 6.7. If you are ending the Agreement and you owe us money, you agree that we may keep any deposit you have paid and use this to reduce any debt you owe us. The amount we keep will not be more than the amount that you owe to us. Any money received from you as a deposit and not used to reduce any debt you owe us will be returned within one month of you ending the Agreement.
- 6.8. For further information on our security deposit requirements, please see our Code of Practice referred to at Clause 17.1.3.

7. Late Payments

- 7.1. If you do not pay your bill on or prior to the due date for payment stated on the bill we may:
 - 7.1.1. add the amount of your debt to your next bill;
 - 7.1.2. charge you interest at the rate of 4% per annum on any outstanding amount;
 - 7.1.3. take steps to recover the money you owe us, which may include by appointing third party debt collection agents; and
 - 7.1.4. charge you reasonable costs of trying to recover any overdue payment, which may include (but shall not be limited to) costs related to visiting the Supply Address, obtaining and exercising a warrant, tracing costs.
- 7.2. If your account is in debt and you do not repay us, or if you do not comply with the conditions for your chosen payment method, you hereby permit us, where safe and practicable to do so, install a prepayment Meter at the Supply Address. If required this Meter can also be used to collect any debt owed to us, at a maximum rate of 25% per top up.

8. Prepayment Meter Customers

- 8.1. We may install a pre-payment Meter, with or without your consent, where:
 - 8.1.1. one of the circumstances more particularly described in Clause 7.2 occurs;
 - 8.1.2. we reasonably suspect that the Meter at the Supply Address has been tampered with; or
 - 8.1.3. you breach any of the terms of the Agreement.
- 8.2. Installation of a prepayment Meter is subject to a site survey by ESB Networks to ensure your home wiring is suitable.
- 8.3. In using a prepayment Meter, you accept that you will top up the Meter in order to receive electricity. If you fail to do so, this could cause inconvenience, loss, damage and injury to yourself, other occupiers and visitors to the premises for which you agree that we shall not be responsible.
- 8.4. If using a prepayment Meter, it is your responsibility to look after the plastic card or other device provided to you to make payment, keeping it clean, safe and free from damage. You may be charged for the replacement of any Meter card if lost, stolen or damaged.

- 8.5. Minimum top up on your prepayment Meter is €5 through our app or website and €10 via payzone or by telephone.
- 8.6. Emergency credit is available to allow you to top up, emergency credit is set by CRU.
- 8.7. “Friendly credit” applies to our prepayment Meter plans. If credit runs out on the meter after 4pm the electricity will not be cut off until 11am the following Working Day.
- 8.8. Any emergency credit or friendly credit used will be automatically deducted from your next top up.
- 8.9. Any credit contained on a lost, damaged or stolen Meter card is like losing cash, it will not be refunded and we accept no liability for this.
- 8.10. Should you wish to reclaim any credit on a prepayment Meter, a meter exchange or meter reset will be required to process a refund. A cost will be incurred for any Meter exchange or Meter reset and it will be deducted from the credit remaining on the Meter.
- 8.11. A Code of Practice, setting out the services we offer to prepayment Meter customers, is available on our Website or on request (see Clause 17).

9. Smart Meters

- 9.1. The following terms and conditions apply if you have a smart meter installed at your property.
- 9.2. If you have a smart meter that can be accessed remotely for meter readings we will normally offer to collect your data on a daily basis for billing purposes. We will do this so that you can benefit from better visibility of your energy usage via the customer portal and app, and to allow us to continue to bill you on a monthly basis.
- 9.3. If you decide that you do not want data collected daily, we will collect the data once every two months. In this case the availability of information on your energy usage will be limited, and your monthly bills may be based on estimated meter reads. You retain the option to choose whether your data is collected remotely on a daily or bi monthly basis. To change the frequency of collection you can email us at hello@brightenergy.co or contact us on any of the usual channels.
- 9.4. We will only use the information from your smart meter to do certain things, for example provide you with information on your electricity usage and calculate your bill. We will do this in line with our privacy policy and any consent you have given us.
- 9.5. We will provide you with a “Time of Use Primer” setting out;
 - 9.5.1. how time of use tariffs work and the wider benefits of time of use tariffs.
 - 9.5.2. Information on the structure our time of use tariff, or details on how to contact bright for details on the time of use tariffs offered.

9.6. We will provide you with this primer no later than;

9.6.1. six months after smart services “go live” for those customers with a smart meter installed before that date (such date to be confirmed by CRU as the go live date); or

9.6.2. three months after your smart meter is installed, where your smart meter is installed after the “go live” date.

9.7. If, after 12 months of receiving the “Time of Use Primer” you have not started using time of use tariff we will contact you, through an appropriate channel to promote awareness, understanding and the benefits of time-of-use tariffs, using the best available information on your consumption pattern to make this engagement as relevant and tailored as practicable.

9.8. We will continue to contact you for the reasons set out in 9.7 above for each subsequent 12 month period where you have not transitioned to time of use tariffs.

9.9. We will provide you with the ability to access data through a secure web interface. The accessible data will be in a consistent and widely used standardised format and will contain the MPRN, associated meter serial number showing the consumption/export of each half hourly period for the selected time period.

9.10. We will provide you with access to your historical consumption or export data for at least 24 months or from the start of your supply contract.

9.11. Further details on smart services can be found in our code of practice on smart services see which can be found on our Website www.brightenergy.com referred to at Clause 17.1.8.

10. Moving House

10.1. If you are moving house, you should let us know at least two Working Days before you move and provide us with an accurate Meter reading. We will estimate your final read if you do not provide one. If you are moving, the Agreement will end on the first of the following events:

10.1.1. on the date we agree; and

10.1.2. when someone takes over the supply of electricity to the Supply Address.

10.2. You are responsible for all Electricity Charges and other charges incurred in accordance with the Agreement until the date on which the Agreement ends.

10.3. If you would like us to continue to supply electricity at your new premises, please contact us. You will need to tell us your new address and the date you wish the supply to commence.

11. Reviewing your agreement

- 11.1. Where you have been on the same energy tariff for the past three years or more, we will issue a written notification or email on an annual basis to prompt you to review your contract.
- 11.2. This notification will include the following:
 - 11.2.1. a statement that you have been on the same tariff for 3 years or more;
 - 11.2.2. the charges currently being paid by the customer;
 - 11.2.3. an estimated annual bill for the customer's current energy plan;
 - 11.2.4. the statement *"Is this tariff right for you? You can shop around for a better deal"*
 - 11.2.5. the statement *"There are no penalties for switching when your contract expires";* and
 - 11.2.6. a reference to the section of the CRU's website where information can be found on accredited price comparison website and licensed suppliers.

12. Variations to the Agreement

- 12.1. From time to time we may change the terms and conditions of the Agreement by providing you with at least 30 days' notice (which shall include placing the updated Terms on our Website) of any change. Where the Price of your electricity changes, we will provide you with at least 30 days' notice of the new Price and we will set out the new and existing unit rate for comparison purposes.
- 12.2. In the event of a change to the terms and conditions or our Prices, we will notify you of these changes by at least two of the following methods through our website, mass media, on or with the bill, by email, letter, or notification on top up. We will provide you with a copy of the amended terms and conditions at least 28 days before the change comes into effect.
- 12.3. Where the change to the Agreement is material, you may end the Agreement in accordance with Clause 13.5.

13. Ending the Agreement

- 13.1. The Agreement will continue unless terminated in accordance with this Clause 13.

Closing your Account

- 13.2. Where you wish to close your account it is your responsibility to:
 - 13.2.1. inform us of your intention to close your account;
 - 13.2.2. provide a Meter reading (where it is not possible to obtain a Meter reading an estimate will be used); and
 - 13.2.3. where relevant provide forwarding contact information so that we may provide you with a final bill.

If you do not provide this information you may be held responsible for any electricity used up to the date that a new customer registers at that property or the property is disconnected.

- 13.3. You may terminate the Agreement on the date you no longer own or occupy the Supply Address, provided that you have provided us with not less than 10 Working days' notice together with a Meter reading as at the date of termination.
- 13.4. If you fail to provide a Meter reading in accordance with Clause 13.32.2, the Agreement will terminate on the earlier of:
- 13.4.1. the second working day after you have provided an appropriate Meter reading;
 - 13.4.2. the date that the Meter at the Supply Address is next read; and
 - 13.4.3. the date on which electricity is supplied to the Supply Address by another supplier.
- 13.5. You may terminate the Agreement within 30 days where we have proposed a variation to the Agreement and you do not wish to accept the variation. However, if you continue to use electricity supplied by us following termination, the Agreement (as amended) shall continue to apply.
- 13.6. If you switch to another supplier, the Agreement will terminate only when the new supplier starts to supply electricity to the Supply Address. You must still pay Bright for any electricity used before and until the date of the new supplier starting to supply you, along with any debt accrued. If your debt is beyond the levels set by the CRU we may raise a debt flag to alert your new supplier. Your new supplier may decide not to permit the switch until the debt is paid off. You will not be charged for switching supplier.
- 13.7. If you wish to end your supply by having it disconnected, you should contact us, and we will arrange for your supply to be disconnected. You must pay for all electricity consumed until that disconnection takes place.
- 13.8. In addition to any other rights we may end the Agreement immediately and additionally may request that the Network Operator withdraws your electricity supply if:
- 13.8.1. you do not pay any security deposit or all or any part of our charges (that are not genuinely in dispute) when due under these Terms, or it is not safe or reasonably practicable to install a prepayment Meter to collect the debt and future charges;
 - 13.8.2. you repeatedly breach or commit a serious breach of the Agreement (for example, if we reasonably believe you have stolen electricity or interfered with a Meter or any Equipment or part thereof);
 - 13.8.3. you are declared bankrupt, or any formal steps are taken to have you declared bankrupt, or any other form of insolvency proceeding is initiated against you;
 - 13.8.4. you no longer own, rent or use the premises; or
 - 13.8.5. there is a risk of danger to you or other members of the public if we continue the supply of electricity to the Supply Address.

When this Agreement terminates, you are still liable to pay any amounts you owe us.

- 13.9. In order to supply electricity, we require an electricity supply licence. If our licence is removed for any reason either you or we may end the Agreement. In that event, the Commission for Regulation of Utilities may issue a Supplier of Last Resort Direction to another supplier to supply you with electricity, and this Agreement will end automatically.

- 13.10. If you have a prepayment meter you should be aware that any credit on your meter may be lost in the event of us exiting the market.

14. Your Electricity Meter

- 14.1. Your Meter is owned and serviced by the Meter Provider, ESB Networks. The Meter Provider is also responsible for reading your Meter. Bright are not responsible for any damage caused by third parties, including the Meter Provider and its representatives who may attend at your premises in connection with the Meter. In the event of such damage you should contact the Meter Provider.
- 14.2. The Meter Provider must have easy access to read your Meter. If the Meter is difficult to access or is not in a safe, secure and weatherproof position you may have to arrange with the Meter Provider to move the Meter to a suitable location.
- 14.3. We presume that the Meter and any relevant Equipment at the Supply Address is accurate. If you consider that there is a problem with the accuracy of the Meter you should contact Bright or the Meter Provider. In such circumstances the Meter will be examined as soon as practicable.
- 14.4. Where you believe that there has been damage to or interference with the Equipment you must contact the Meter Provider and Bright without delay. You agree to provide us with all the information which we may reasonably require.
- 14.5. In the event of an emergency you must allow the ESB Networks safe access to the Meter. You must also provide access to the Meter (including prepayment Meter) at all reasonable times to enable the Meter Provider to:
- 14.5.1. install, repair, remove or replace the Meter;
 - 14.5.2. read, test or inspect the Meter; and
 - 14.5.3. disconnect or reconnect the electricity supply to the Supply Address.
- 14.6. We reserve the right to pass on to you those charges that we are required to pay to the Meter Provider or incur ourselves where work is carried out at the Meter, including but not limited to charges relating to:
- 14.6.1. damage to a Meter or the Equipment;
 - 14.6.2. carrying out a Meter accuracy test if you ask for this and we do not find fault with the Meter;
 - 14.6.3. any formal or legal steps taken in respect of a warrant of entry to gain access to the Supply Address;
 - 14.6.4. any visit to the Supply Address relating to inspecting or changing your Meter or any Equipment; and
 - 14.6.5. any applicable fieldwork charges where you miss or cancel an appointment arranged with the Meter Provider.

15. Disconnection of Electricity Supply

- 15.1. If you have difficulty paying your bill we have a Code of Practice on Billing and Disconnections (see Clause 17) which sets out our minimum standards on the services we will offer you. We will aim to avoid disconnecting the Supply Address and will work with you to arrange a payment plan. Nonetheless, we reserve the right to instruct ESB Networks to disconnect your supply in the following circumstances:
 - 15.1.1. you have breached the terms of the Agreement including a failure to pay your bill in accordance with Clause 5;
 - 15.1.2. you refuse or fail to provide an appropriate security deposit when we ask you to or do not allow us to install a prepayment Meter, or a prepayment Meter cannot be installed in a safe or practicable manner;
 - 15.1.3. it is not reasonable, in all the circumstances, for us to supply you; or
 - 15.1.4. you refuse or fail to provide us with all the details that we require to register you for a supply of electricity at the Supply Address.
- 15.2. Our right to disconnect your supply under Clause 15.1 is subject to our compliance with our Code of Practice on Billing and Disconnections as specified at Clause 17.1.3.
- 15.3. You agree to pay any reasonable costs associated with disconnecting your supply. Costs may include the cost of any visit to the Supply Address and charges which we incur from the Network Operator. Once the matter has been resolved and provided it is reasonable for us to supply electricity to the Supply Address, we will reconnect your supply. You must pay us any reasonable costs for the reconnection.
- 15.4. We have the right to cut off your electricity supply in an emergency or if we are allowed to do so under any relevant legislation or by the CRU or any other regulatory body prohibiting or restricting the supply of electricity to any property or person, we are entitled to discontinue the supply of electricity to the Supply Address.
- 15.5. Your supply of electricity to the Supply Address may also be discontinued by the Network Operator from time to time, for example, to carry out repairs or maintenance to the electricity network.

16. Interference with Electrical Equipment, Energy Theft and Fraud Protection

- 16.1. Energy theft is tampering with a Meter or its connections so that the Meter does not accurately record the amount of electricity consumed. Such theft is dangerous and illegal. The theft of electricity is an offence which can be prosecuted and may lead to a criminal conviction.
- 16.2. You shall, and ensure that each person at the Supply Address shall, at all times use electricity in a safe, proper and sensible way in accordance with all relevant health and safety legislation.

- 16.3. You must not, and ensure that no other person does, in any way interfere with, misuse, alter, damage or neglect the Equipment or the Meter cabinet. You shall be responsible for any theft or damage to the Equipment (save in respect of natural wear and tear) and maybe liable for criminal or civil proceedings in addition to the costs incurred by us or the Network Operator for repairing or replacing the Equipment or the Meter cabinet (as applicable).
- 16.4. If there is any damage, a fault or a problem with the Equipment or the Meter, or if you think the Equipment or the Meter has been tampered with, you must inform us or the Network Operator immediately.
- 16.5. Where we suspect fraud or theft of electricity Bright will take all reasonable steps to investigate and prevent the theft and recover any charges due from you.
- 16.6. In addition to the charges set out elsewhere in the Agreement, you agree to pay the following in relation to the electricity supply at the Supply Address; all costs in relation to the theft, loss, damage or other interference to the Equipment including, but not limited to, the costs of repairing or replacing the Meter and the cost of all electricity obtained from us without charge as a result, all internal and external costs associated with the theft, loss, damage or other interference (whether by you or another person), any costs incurred in respect of a new Meter or other Equipment together with all installation and connection costs.
- 16.7. The Network Operator will investigate any reported or suspected theft or interference with or damage to any Network Operator equipment and, where appropriate, will cooperate with Bright and An Garda Síochána in relation to such investigation.

17. Standards of Service and Complaints

- 17.1. In line with our licence to supply electricity, Bright has in place Codes of Practice which set out our commitments to you in respect of service quality levels and any compensation and/or refund arrangements which apply if contracted service quality levels are not met. All of our Codes of Practice have been approved by the CRU. As at the date of these Terms, the Codes of Practice cover the following areas:
 - 17.1.1. Customer Charter
 - 17.1.2. Code of practice on complaints handling;
 - 17.1.3. Code of Practice on Billing and Disconnection;
 - 17.1.4. Code of practice on services for prepayment Meter customers;
 - 17.1.5. Code of practice on provision of services for vulnerable customers;
 - 17.1.6. Code of practice on marketing and advertising;
 - 17.1.7. Code of practice on customer sign ups: and
 - 17.1.8. Code of practice on smart services.
- 17.2. The Customer Charter and Codes of Practice are accessible from our website www.brightenergy.com or in hard copy by contacting our customer specialists on 01 588 1777.

- 17.3. If you are unhappy with our service you can contact us to make a complaint by email at complaints@brightenergy.com or by phone on 1800 832 288. The Code of Practice on Complaints Handling referred to at Clause 17.1.2 sets out how we will deal with your complaint, and how you can take your complaint further if you are not happy with the outcome.
- 17.4. If, having followed our complaint handling procedures, we are unable to resolve your complaint to your satisfaction, you can contact the Commission for Regulation of Utilities (CRU) Customer Care Team for an independent review. If the CRU issues a direction for compensation or redress, we will make a payment to you within 14 days or within one billing period in the form of a credit to your account. You can contact the CRU at the following address Customer Care Team, Commission for the Regulation of Utilities, The Grain House, The Exchange, Belgard Square North, Dublin 24, D24 PXW0.
- 17.5. Notwithstanding anything else in this Clause 17, nothing shall prevent you or us from referring any complaint to the courts of Ireland.

18. Vulnerable Customers

- 18.1. We will provide certain services to our customers who register with us as Vulnerable Customers, including Special Service registers and Priority Service registers. Information on these services, and how to access them and register can be found in our Code of Practice on provision of services to vulnerable customers, which can be found on our Website www.brightenergy.com referred to at Clause 17.1.5.

19. Legal Liability and Insurance

- 19.1. Nothing in these terms will exclude or limit our liability to each other for causing the death or injury of someone as a result of negligence. Also, nothing in these Terms will limit your legal rights as a consumer.
- 19.2. We will only be liable to you for direct losses which are reasonably foreseeable resulting from us breaching the terms of the Agreement. You will only be liable to us for direct losses resulting from you breaching the terms of the Agreement. The standard of care governing our respective legal rights and obligation shall be solely determined by the terms of the Agreement.
- 19.3. Subject to clause 19.1, neither of us will be liable to the other whatsoever and howsoever arising whether in contract, tort (including negligence) or otherwise for any direct, indirect or consequential or economic loss arising from:
- 19.3.1. breach of the Agreement;
 - 19.3.2. any failure of the national or local electricity grids or the transportation services provided by any Network Operator; or

- 19.3.3. any interruption or variation in the supply of electricity to the Supply Address arising as a result of works being carried out at the Supply Address, maintenance or in the event of an emergency.
- 19.4. Neither party shall be liable to the other for any indirect, consequential or unforeseeable loss, nor for business losses including any loss of profit, loss of goodwill or loss of opportunity For the purpose of this clause, and because we are not responsible for the quality, continuity or other physical attributes of the electricity supplied under this Agreement, any loss incurred by you and arising from your physical use of electricity is indirect, consequential and unforeseeable loss and we are not liable to you in respect of it.
- 19.5. We will not have liability whatsoever arising in respect of, or in connection with, any failure of the services provided by, or any acts or omissions of any Network Operator.
- 19.6. Our liability to you shall be limited to twice your annual Electricity Charges payable to us in the preceding 12 month period or if you have not been supplied for 12 months by us, an estimate of such annual Electricity Charges.
- 19.7. Subject to Clause 19.1, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.

20. Circumstances outside our control

- 20.1. Neither Party shall be liable to the other for failure to fulfil any of the obligation contained in the Agreement because of any occurrence or circumstance outside the reasonable control of that party which has resulted in the failure to comply with the Agreement (“**Force Majeure**”), provided that:
- 20.1.1. the Party seeking relief has notified the other party as soon as reasonably practicable of the existence of the Force Majeure and its estimate of the likely effect of the Force Majeure on its ability to perform its obligations and of the timeframe of such Force Majeure; and
- 20.1.2. the Party affected shall use all reasonable endeavours to terminate the circumstance of Force Majeure if and to the extent reasonably practicable and with all reasonable speed and at a reasonable cost, provided that nothing shall limit the discretion of Bright in relation to the settlement of any labour dispute constituting circumstances of Force Majeure.
- 20.2. The parties acknowledge that Force Majeure shall not release any Party from any obligation to pay any amount arising under the Agreement.
- 20.3. The Network Operators are responsible for the quality of the supply of electricity to you and its continuity. For the avoidance of doubt, the quality and continuity of your supply are outside our reasonable control.

21. General

- 21.1. The Agreement is governed by the laws of Ireland. Each Party agrees that the courts of the Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).
- 21.2. If any clause or part clause of the Agreement is found to be, or becomes invalid, illegal or unenforceable such clause or part clause shall be deleted and the validity and enforceability of the remainder of the Agreement shall not be affected.
- 21.3. The Agreement is personal to you and you may only transfer it to someone else with our prior written consent.
- 21.4. We may, with or without your consent, assign, subcontract or transfer any of our rights under the Agreement to another party that holds the requisite authorisations, subject to the terms of our licence and we shall be responsible for anything carried out by our subcontractors. We will tell you as soon as we reasonably can if we transfer any rights or obligations.
- 21.5. If we need to contact you, we will use the contact details you have given to us or made available to us through industry processes. Our contact details are listed below if you need to contact us.
- 21.6. Where there may be conflicting terms and conditions specific to your tariff and your Customer Agreement Form, the terms and conditions specific to your tariff take preference.

22. Terms of Connection

- 22.1. The Network Operator, ESB Networks, operates the electricity distribution system that delivers electricity to the Supply Address and has appointed us to act as its agent to enter into a Connection Agreement with you on standard terms. The terms of that Connection Agreement are the Network Operator's Standard Connection Terms and Conditions, a copy of which can be obtained by contacting the Network operator on 1850 372 757.

23. Notices

- 23.1. Any notice or other communication required under the Agreement will be sent by post or by email and will also be published on our Website. You may indicate to us your preference for receiving such notices and if no such preference is indicated we will notify you by email
- 23.2. Any notices will be sent by post to the billing address or any other addresses (as the case may be) notified by you to us. Any notices sent by email will be sent to the e-mail address notified by you to us (if any). We'll assume you've received notices within three Business Days after posting and electronic notices on the same Business Day we send it unless we receive evidence to the contrary.

24. Contact Details

24.1. Unless specified elsewhere in the Agreement, you may contact us:

By email hello@brightenergy.com

By Telephone 01 588 1777

By Post

Bright

3 Custom House Plaza IFSC

Dublin 1

DOI VY76

Terms and Conditions – Switching bonus Scheme

The following are the Terms and Conditions of our Switching Bonus Scheme.

1 Definitions and interpretation

1.1 Unless otherwise specified, the defined terms used in these Switching Bonus Terms and Conditions shall have the same meanings given to them in our Standard Terms and Conditions for Supply of Domestic Customers, which are accessible from our website www.brightenergy.com or in hard copy by contacting our energy specialists.

1.2 In these Terms and Conditions:

“Bright”, “Company”, “we”, “us”, “our” means Ever Energy Supply Limited registered in Dublin, Ireland with company Number 640097 and registered address at 3 Custom House Plaza, IFSC, Dublin 1, D01 VY76, trading as Bright

“Customer” means any person who has entered into an Agreement with Bright for the supply of electricity;

“Scheme” means Bright’s Switching Bonus Scheme;

1.3 The headings used in these Terms and Conditions are for convenience only and will not affect their interpretation.

1.4 Reference to a person includes that party’s personal representatives, successors and permitted assigns (where applicable).

1.5 Unless otherwise specified, the singular includes the plural and the plural includes the singular.

2 Scheme eligibility

2.1 The Scheme is open to bright customers in the Republic of Ireland.

2.2 Participants must

2.2.1 be a new Bright customer, signing up for the first time with Bright to take their electricity supply from Bright, where a supply has been provided to the same address or MPRN by bright previously, bright will seek to determine if the Participant is a new occupant;

2.2.2 not have been a customer of bright within the last 90 days;

2.2.3 agree to pay by regular or variable direct debit; and

2.2.4 pay any security deposit that is due on their account.

2.3 The Scheme will be valid from 17 May 2021 until such time as it is withdrawn by Bright.

2.4 Participants will have a credit of €25 applied to their account in the next billing period and a further credit of €25 applied in six months, subject to condition 2.5.

- 2.5 The second switching bonus will be applied to your account providing that you;
- 2.5.1 remain a bright customer for the period;
 - 2.5.2 provide meter reads to bright each month (for at least three out of the previous six months);
and
 - 2.5.3 made payments on time and in line with our terms and conditions.
- 2.6 If Participants receive a Switching Bonus and cease to take electricity from Bright within the next three months, Bright reserves the right to cancel the Switching Bonus and debit your account with an amount up to the value of the Switching Bonus.
- 2.7 Bright will apply only one application of credit per customer in a twelve month period. Where applications are made in joint names only one credit will be made to the account.
- 2.8 Bright reserves the right to refuse a Switching Bonus where a previous switching bonus or retention credit was applied for the previous twelve months.
- 2.9 This offer cannot be used in conjunction with any other offer.
- 2.10 The Switching Bonus is a credit against your electricity account and can only be used to offset electricity charges on your bright account. No cash alternatives or refunds will be offered.
- 2.11 The Switching Bonus is inclusive of VAT.
- 2.12 If your Electricity Charges for a given month are less than the Switching Bonus, the remainder of the Switching Bonus will be carried over and used towards the next month's payment. If your Electricity Charges for a given month are more than the Switching Bonus, the remainder of the costs will be charged via your chosen payment method.
- 2.13 If you leave Bright for any reason and still have an unused Switching Bonus, then this will be deducted from any outstanding payments. There is no cash alternative where unredeemed Switching Bonus exceeds your outstanding payments and any such Switching Bonus will be forfeited.
- 2.14 Bright reserves the right to: (a) verify whether the Participant qualifies for the Scheme; and (b) reject any application from a potential Participant that appears to contain materially incorrect information or to be fraudulent.
- 2.15 Bright shall not be required to keep or preserve the original documentation pertaining to or arising out of any agreement (including the Agreement itself) but may keep copies of the same by using any electronic method of storing information and a legible copy or a recorded electronic audio file (as appropriate) of any such information so preserved shall be considered a true copy of it. Bright shall carry out any such storage in compliance with all applicable data protection laws.