# BUSINESS ELECTRICITY
## Customer Agreement Form

Bord Gáis Energy

**FIXED ENERGY PRODUCT**

**MULTI SITE**

PLEASE USE BLOCK CAPITAL LETTERS

## STEP 1 ACCOUNT HOLDER DETAILS

Legal Name

Trading as (if different)

Account Holder's Name

Address

Main Activity

Date Established

No. of Employees Company Reg. No.

Limited Co. ☐ Plc ☐ State Body ☐

Co-operative ☐ Association ☐ Partnership ☐

Priority Customer ☐

### PREMISES TO BE SUPPLIED (if different to account holder address)

Site Name

Address

Contact Name

Telephone Fax

Email Mobile

### ADDRESS TO SEND BILL TO (if different to account holder address)

Contact Name

Address

## STEP 2 AGREEMENT PERIOD AND RATES

This offer is based on the Bord Gáis Energy fixed electricity contract.

Price plan name Confirmation Period End Date

I request Bord Gáis Energy to provide electricity to all listed premises at the applicable unit rates. I hereby attach copies of recent electricity supply bills. I understand that this offer is subject to a satisfactory credit check by Bord Gáis Energy. I confirm that I have read the attached Terms and Conditions and agree to honour them. I am authorised to act on behalf of the account holder on this matter and set up an account for electricity supply with Bord Gáis Energy.

| General Purpose | | | | |
|---|---|---|---|---|
| | Standing charge | 24 hr unit rate | | Night storage rate |
| | | Rate 1 | Rate 2 | |
| Energy | | | | |
| Non-energy | | | | |
| Fully Fixed | | | | |

*Other charges will apply to your bill. **Level Pay** Y ☐ N ☐

| General Purpose Nightsaver | | | | | |
|---|---|---|---|---|---|
| | Standing charge | Day unit rate | | Night unit rate | Night storage rate |
| | | Rate 1 | Rate 2 | | |
| Energy | | | | | |
| Non-energy | | | | | |
| Fully Fixed | | | | | |

| LVMD | | | | |
|---|---|---|---|---|
| | Standing charge | Summer day unit rate | Winter day unit rate | Night unit rate |
| Energy | | | | |
| Non-energy | | | | |
| Fully Fixed | | | | |

## CUSTOMER DECLARATION

By signing this Customer Agreement Form, you acknowledge that you are bound by the terms and conditions printed overleaf from the date of signing up to the Commitment Period End Date (if applicable). In circumstances where you seek to terminate the Agreement after the date of signing hereof but prior to the Commitment Period End Date, you accept that you will be liable to pay an Early Exit Fee. You understand that this offer is subject to a satisfactory credit check by Bord Gáis Energy. If your sale has been processed by an energy broker, the rates included in your Price Plan may include your broker's commission fee. You hereby confirm that you have authority to enter into this Agreement with Bord Gáis Energy.

Name Signed Date

Bord Gáis Energy and the Centrica Group will keep you up to date with our latest offers on our similar products and services. Please tick these boxes if you do not want to receive these offers by: EMAIL ☑ POST ☑ PHONE (including mobile) ☑ SMS ☑

Bord Gáis Energy and the Centrica Group may wish to contact you for marketing including by email or SMS about our broader range of products and services and those offered by other recommended companies which may be of interest. I would like to receive this: ☑

Agents name:

## SEPA Direct Debit Mandate Form (To be completed by agent)

Creditor name and address: **Bord Gáis Energy, One Warrington Place, Dublin 2.**

Creditor identifier: **IE43SDD300249**

Unique Mandate Reference to be completed by Bord Gáis Energy:

Please complete all fields marked with *

**Bank/Building Society account details**

*IBAN:

*BIC: *Date:

Type of payment: Recurrent payment

***Bank or Building Society account holder name**

Sales Agent Copy

### Instructions to the bank

By signing this mandate form, you authorise (A) Bord Gáis Energy to send instructions to your bank to debit your account and (B) your bank to debit your account in accordance with the instructions from Bord Gáis Energy. As part of your rights, you are entitled to a refund from your bank under the terms and conditions of your agreement with your bank. A refund must be claimed within 8 weeks starting from the date on which your account was debited. Your rights are explained in a statement that you can obtain from your bank.

*Signature

2nd signature

Mandate date of signature

Please complete to instruct your Bank/Building Society to make payments directly from your account

BGE/BE/CAF/FM/0618

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Name Signed Date

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Unique Mandate Reference to be completed by Bord Gáis Energy:

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Customer Copy

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Bord Gáis Energy

FIXED ENERGY CONTRACT

MULTI SITE

| STEP 4 MULTI-SITE SECTION | | | | | METER READING | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | Price Plan | DG | MCC | MPRN | 24 hour | Day | Night | Night storage | Wattless |
| 1 | | | | M | | | | | |
| 2 | | | | M | | | | | |
| 3 | | | | M | | | | | |
| 4 | | | | M | | | | | |
| 5 | | | | M | | | | | |
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| 8 | | | | M | | | | | |
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| 11 | | | | M | | | | | |
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| 29 | | | | M | | | | | |
| 30 | | | | M | | | | | |
| 31 | | | | M | | | | | |
| 32 | | | | M | | | | | |
| 33 | | | | M | | | | | |
| 34 | | | | M | | | | | |

Name

Signed Date

Sales Agent Copy

BGE/BE/CAF/FM/0618

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| 4 | | | | M | | | | | |
| 5 | | | | M | | | | | |
| 6 | | | | M | | | | | |
| 7 | | | | M | | | | | |
| 8 | | | | M | | | | | |
| 9 | | | | M | | | | | |
| 10 | | | | M | | | | | |
| 11 | | | | M | | | | | |
| 12 | | | | M | | | | | |
| 13 | | | | M | | | | | |
| 14 | | | | M | | | | | |
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| 31 | | | | M | | | | | |
| 32 | | | | M | | | | | |
| 33 | | | | M | | | | | |
| 34 | | | | M | | | | | |

Name

Signed Date

Customer Copy

BGE/BE/CAF/FM/0618

# Conditions of Supply for Electricity to SME Business Customers

These are our terms and conditions which are applicable to Commercial Customers with tariffs in Duos Group DG1, DG2, DG 5 or DG 6, availing of one of the following price plans, a Fixed Energy Price Plan, a Fully Fixed Energy Price Plan and a Variable Price Plan. We would ask you to read clause 6(g) & 12(c) carefully.

If you are an individual, a sole trader or a partnership, Bord Gáis Energy Limited is the Controller of your Personal Data. We now recommend that you read our Privacy Notice, to understand your data protection rights and how we collect and use your Personal Data. All of our Privacy Notices are located at **www.bordgaisenergy.ie/dataprotection.** The Privacy Notice which applies to our gas and electricity supply customers is located at **www.bordgaisenergy.ie/docs/DataProtection/GasElecPrivacyNotice.pdf.**

The Privacy Notice does not form part of the contract between you and Bord Gáis Energy Limited.

## 1. Definitions

**(a)** In this agreement

**"Agreement"** means the contract between you and us for the supply of electricity to the Premises which is subject to the Conditions and the terms set out in the Customer Agreement Form/ Confirmation Letter (as applicable);

**"Appliances"** means all apparatus which consume electricity (including associated wiring) installed on the Premises beyond the Meter but does not include the Meter or any fittings and wiring installed up to the Meter;

"**Applicable Legal Requirements"** means any present or future legislation, directive, regulation,instruction, direction, rule or requirement of any Competent Authority relating to the SingleElectricity Market and in the context of Condition 6, which is legally binding on either of the parties;

**"Actual Usage Factor (AUF)"** means the actual usage factor supplied by ESB Networks;

**"Bord Gáis Energy"** or **"Supplier"** or **"we"** or **"us"** means Bord Gáis Energy Limited, a company incorporated in Ireland with registration number 463078 and registered office at One Warrington Place, Dublin 2;

**"Centrica Group"** means Centrica plc and each and all of its subsidiaries including companies such as those using the British Gas, Scottish Gas and Dyno Gas brands;

**"Commitment Period"** means the period during which your Price Plan shall apply and it shall commence on the date we start to supply you (under the terms of this Agreement) and shall expire on the Commitment Period End Date;

**"Commitment Period End Date"** means the date on which the Commitment Period shall expire. Depending on your chosen Price Plan, your Commitment Period shall expire as follows depending:

| Price Plan | Commitment Period End Date |
|---|---|
| Fixed Energy Price Plan/ Fully Fixed Energy Price Plan | The date specified in your Confirmation Letter/ Customer Agreement Form (as applicable) |
| Variable Price Plan which includes a discount | The date that is 12/24/36 months (as applicable) from the start of the Commitment Period |

**"Conditions"** means the standard terms and conditions set out in this document;

"**Confirmation Letter**" means a letter sent to you from us following your agreement to be supplied with electricity by us including details of your chosen Price Plan and any Commitment Period, where applicable;

**"Connection Agreement"** means the agreement entered into between the Customer and ESB setting out the terms on which the Premises may be connected to the ESB distribution network;

**"Customer"** or **"you"** means the person or company, who has entered into this Agreement; Where you are more than one person or entity, each person or entity is jointly and severally liable for your obligations under this Agreement;

**"Customer Agreement Form"** means a hard copy agreement form which sets out details of the Agreement including details of your chosen Price Plan and any Commitment Period, where applicable;

**"de-energise"** means the taking of any steps whereby no electrical current can flow through the Meter;

**"Deemed Contract"** means a contract for the supply of electricity under Section 16A of the Energy (Miscellaneous Provisions) Act 1995. A Deemed Contract is where a supply of energy (electricity or gas) is provided to a premises in the absence of a contract for supply between a supplier that holds a license and the owner or occupier of the Premises;

**"Distribution Services"** means any works carried out by ESB Networks in relation to the Customer's Electricity Connection, including, but not limited to, the provision, installation, repair, maintenance, energisation or de-energisation or servicing of the Meter or equipment used in the distribution and supply of electricity;

"**Early Exit Fee**" means the fee to be paid by you if from the Effective Date, you terminate the Agreement before the Commitment Period End Date. The method of calculation of the Early Exit Fee is set out in Condition 12(c);

"**Effective Date**" means the date (preceding the Commitment Period) the Customer agrees to enter into the Agreement with the Supplier by confirming with the Supplier over the telephone or the date that you sign the Customer Agreement Form;

"**Electricity Connection**" means the connection between the electricity network and the Premises up to and including the Meter;

**"electricity network"** means all of the transmission and distribution wires used for the transmission, distribution and supply of electricity to, from or within Ireland;

**"emergency"** means an emergency endangering persons and/or property or an outage in the electrical supply arising from a fault in the electricity network;

**"emergency response service"** means the emergency response service operated by ESB Networks for the purposes of receiving and responding to reports of actual or suspected electricity emergencies;

**"Energy Credits"** means any energy credits that are capable of award by the Sustainable Energy Authority of Ireland as a result of an Energy Saving Solution provided under this Agreement or otherwise;

**"Energy Rate"** means the price to be paid for each unit of electricity supplied;.

**"Energy Saving Solutions"** means any measure provided by the Supplier or its sub-contractor or agents, which is designed to reduce the energy usage and/or improve the energy efficiency of the Premises;t www.bordgaisenergy.ie

**"ESB"** means Electricity Supply Board, a statutory corporation constituted under the Electricity (Supply) Act 1927, its successors and assigns;

**"ESB Networks"** means the ESB, acting as operator of the electricity network;

**"Estimated Usage Factor"** or (EUF) means the estimated usage factor supplied by ESB Networks;

**"Fixed Energy Price Plan"** means a Price Plan where the price of electricity contains an Energy Rate and a Non-Energy Rate (and any other applicable charges including standing charges) and you agree to a Commitment Period. The Energy Rate is fixed during the Commitment Period. All other rates, including the Non-Energy Rate and standing charges are subject to change during the Commitment Period. The PSO Levy and VAT and any other tax or levy are not fixed and may be subject to change during the Commitment Period.

**"Fully Fixed Price Plan"** means a Price Plan where the price of electricity is fixed during the Commitment Period and will not change. This includes the applicable unit rate of electricity supplied, wattless charges, standing charges and capacity charges. The PSO Levy, VAT and any other tax or levy are not fixed and may be subject to change during the Commitment Period.

**"I-SEM"** means the integrated single electricity market in Ireland and Northern Ireland, the design of which is at the date of this Agreement, the subject of a SEM committee consultation;

**"Market Change"** means any change to the single electricity market (other than the introduction of I-SEM) the TSC or any other Applicable Legal Requirements which has a material effect on the Agreement or the parties to the Agreement;

**"Meter"** means the electricity meter and related fittings and wires installed by ESB Networks for the purpose of measuring the quantity of electricity used by the Customer on the Premises and includes any such meter or meters of any type supplied to the Customer at any time at the Premises;

**"MIC"** or **"Maximum Import Capacity"** is the maximum load the customer has contracted with ESB. If the customer load exceeds their MIC then they are not guaranteed a supply within the quality of supply standards.

**"MRSO"** means the Meter Registration System Operator, a body run by ESB Networks which maintains the register of all electricity meter points in Ireland;

**"NQH"** means Non Quarter Hourly metered; these meters are read manually or estimated by ESB Networks;

**"Non-Energy Rate"** means the price to be paid for network and other ancillary charges related to your supply of electricity and charged on a per unit basis; this price is subject to change and any changes may, at the Supplier's discretion, be passed through to the Customer;

**"Premises"** means:

(i) the premises specified in the application for electricity supply completed by the Customer; or

(ii) such other premises as may be notified by the Customer to us and accepted by us from time to time; or

(iii) the premises occupied by you and supplied under a Deemed Contract;

**"Price Plan"** means one of the following price plans, Fixed Energy Price Plan, Fully Fixed Price Plan and Variable Price Plan offered by us from time to time and the pricing structure applicable to each;

**"QH"** means Quarter Hourly Metered; consumption is recorded for every quarter hour period and this data is remotely retrieved and validated by ESB Networks;

**"Term"** means the period commencing on the Effective Date, including the Commitment Period, which shall continue up to and including the date of expiry or termination of the Agreement, by the Supplier or Customer, in accordance with clause 12;

**"Variable Price Plan"** means a Price Plan where the price of electricity can vary from time to time at Bord Gais Energy's discretion. If your Variable Price Plan includes a discount on the Energy Rate, a Commitment Period shall apply. If your Variable Price Plan does not include a discount i.e. our standard Variable Price Plan, no Commitment Period shall apply.

**(b)** References in the Conditions to a document shall be references to such document as amended or replaced from time to time.

## 2. Sale and supply

(a) Subject to Condition 2(b) and 2(c), the Agreement shall commence on the Effective Date and shall continue for the duration of the Term. Subject to Condition 2(d), the Supplier will sell and supply electricity to the Customer at the Premises from the start of the Commitment Period for the duration of the Term in accordance with the law and subject to these Conditions. We will issue you with a Customer Agreement Form or a Confirmation Letter which will set out the specific details of the Price Plan and any discount (where applicable) you have agreed to. These Conditions and the Customer Agreement Form or Confirmation Letter will form the Agreement between us.

(b) It is a pre-condition to commencement of supply, that the Customer has a valid and subsisting Connection Agreement and that the Customer complies with the terms of such Connection Agreement. If the Customer has taken over a premises that was previously supplied in the name of another Customer with a maximum import capacity ("MIC") of less than 100kVA and the Customer does not have a Connection Agreement, ESB Networks may deem the

previous customer's MIC and connection agreement as applying to the Customer and the Customer must observe and comply with all the conditions of that connection agreement.If the MIC applying to the previous customer at the Premises was greater than 100kVA, you must apply to ESB Networks for a Connection Agreement in its own name.

(c) It is a pre-condition of supply that the Customer satisfies a credit check (at the sole discretion of the Supplier).

(d) If we do not already supply electricity to the Premises on the Effective Date, we will sell and supply electricity to the Customer on the date that we receive a notification from the MRSO that we are the registered supplier of the Premises.

## 3. Compliance with Laws and Obligations

The Customer shall ensure that it complies at all times with all laws and regulations, which are applicable to the Customer's use of the service supplied by the Supplier, including any conditions imposed by ESB Networks, or by the Supplier on behalf of ESB Networks. The Supplier shall have no liability to the Customer under this Agreement for failure to comply with its obligations in any case where the Customer does not comply with any such laws or regulations. The Customer is required to maintain its own electrical installations and equipment to the appropriate standards as set out in the appropriate laws and regulations.

## 4. Metering and Billing

(a) The electricity supply will be measured by the Meter and metering equipment installed and maintained by ESB Networks. ESB Networks staff, its agents or contractors will read the NQH Meter.

(b) If we have not been able to get Meter readings for any reason, we will use estimated readings. You can also provide ESB Networks with your own Meter reading by phoning 1850 33 77 77 or you can submit your Meter readings to us directly by calling us on 1850 405 804.

(c) If you or we discover that any Meter reading has been inaccurate or omitted, or the readings have not been converted into charges correctly, you or we, as the case may be, must pay any money that is due at the date of the next bill.

(d) In between readings of the Meter, estimations of your electricity consumption may be made by ESB Networks. An estimated meter read will be calculated having regard to a number of factors including (but not limited to) prior electricity usage at the Premises, the time of year and the nature of the Premises.

(e) We will regularly, usually every two months (or as otherwise agreed) send you bills for the electricity that you use. Your bill may also include charges for services that we have agreed to supply to you and will include VAT.

(f) If we supply electricity to you but all or part of such electricity supplied is not registered by the Meter (due to a fault or unauthorised interference or any other reason), you must pay an amount equal to the charge that would have been payable had the Meter or metering equipment been working properly.

(g) Any penalty charges incurred by Bord Gáis Energy in the supply of electricity to you will be passed through to you by us.

Further information on your bill can be obtained in our code of practice on billing entitled "Bill Payment" and may be obtained by contacting us in accordance with Condition 17.

## 5. Access and Distribution Services

(a) All equipment and installations up to and including the Meter belong to ESB Networks and must be used in accordance with ESB Networks' instructions. Bord Gáis Energy has no responsibility for maintaining the Meter or any metering equipment or associated wiring.

(b) The Customer agrees to be bound by any conditions given to you by ESB Networks or by us on behalf of ESB Networks regarding your Electricity Connection and any related matters.

(c) The Customer is responsible at all times for having due care towards the Meter. You will not interfere or allow any interference with the Meter, whether for repairs or for any other purpose without ESB Networks' consent, and shall notify ESB Networks and/or us promptly of any defect in the Meter or if any alteration or other attention is required.

(d) The Customer may request ESB Networks to carry out Distribution Services at the Premises.

(e) We may request that Distribution Services are carried out at the Premises such as de-energisation, re-energisation or servicing of the Meter.

(f) The Customer is responsible for all costs (including VAT) associated with the Distribution Services. This includes any costs incurred as a result of the cancellation of the Distribution Services by you or because of your default. You are also responsible for any fees payable where ESB Networks visits the Premises to carry out the Distribution Services at a time agreed with you, but is unable to do so due to your default.

(g) ESB Networks (and when appropriate we) will inform you at the time that you request the Distribution Services of the cost and payment terms of the Distribution Services including who will invoice you for those services.

(h) The Customer must allow ESB Networks and its contractors, sub-contractors and their employees, servants or agents safe, free and unrestricted access to the Meter and, if required, safe, free and unrestricted admission to the Premises at all reasonable times.This includes (but is not limited to) reading, inspection, repair and removal of the Meter and any other Distribution Services that you request ESB Networks to carry out at the Premises.

(i) The Customer must allow ESB Networks access to the Premises or Meter at any time in the case of any electrical emergency.

(j) The Customer will also allow us a right of entry to the Premises for all reasonable purposes at all reasonable times and at any time in the case of an emergency.

(k) If the Customer fails to comply with Condition 4 or 5 and this frustrates or delays payment for the electricity used by you, we will be entitled to treat this as a neglect or refusal to pay for the purposes of the Conditions.

## 6. Price of Electricity

(a) The price of the electricity supplied by us is set out in the applicable Price Plan.

(b) Our up-to-date Price Plans may be obtained by calling us on 1850 405 804.

(c) The Price Plan offered by the Supplier to the Customer for the supply of electricity is conditional on the Customer meeting the Supplier's conditions with regard to profile class (as determined by the MRSO) and related matters. If you should change your meter type and/or your consumption is above or below a threshold specified in the Price Plan you are on, we may change your Price Plan to a Price Plan that is more appropriate to your level of consumption.

(d) If you are on a **Variable Price Plan**, we may change the price charged to you from time to time. We will communicate with you to let you know about any such changes and the date they become effective.

(e) If you are on a **Fixed Energy Price Plan**, the price comprises an Energy Rate, a Non-Energy Rate, a standing charge and any other charges which are payable in relation to your use of electricity. The Energy Rate will be fixed for the Commitment Period. All other rates, including the Non-Energy Rate and the standing charge may be subject to change during the Commitment Period. The PSO levy, VAT rate and any other tax or levy are not fixed and are subject to change during the Commitment Period. Any changes to the other rates, including the Non-Energy Rate, standing charges and/or charges as a result of I-SEM may be passed through to the Customer by us.

(f) If you are on a **Fully Fixed Price Plan**, the price will not change during the Commitment Period. This includes the applicable unit rate of electricity supplied, standing charges, wattless charges and capacity charges. The PSO levy, VAT rate and any other tax or levy, including any charges as a result of I-SEM, are not fixed and are subject to change during the Commitment Period.

(g) **Annual Notification:** We may communicate with you before the end of your Price Plan to let you know that your Commitment Period is coming to an end and the options available to you. Once the Commitment Period of your Price Plan expires, you will be placed on our standard Variable Price Plan or an alternative Price Plan, at our discretion. Before you are placed on an alternative Price Plan (excluding our standard Variable Price Plan), we will communicate with you to let you know the details of the alternative Price Plan (which shall include a fixed Commitment Period) that we intend to place you on following the expiry of your existing Commitment Period. You will have **3 weeks** to contact us to object to being placed on the alternative Price Plan that we have proposed. If we do not hear from you within this period, you will automatically be placed on the new Price Plan following the expiry of your Commitment Period. In such circumstance, these Conditions shall apply.

(h) The Customer may get advice from us on choosing a Price Plan but you are responsible for making the decision regarding what Price Plan best suits your needs. In the event that you have chosen the incorrect Price Plan for you, Bord Gáis Energy will not be held accountable for this or any charging that has occurred due to your incorrect selection. To discuss changes to your Price Plan please telephone us on 1850 405 804.

(i) In the event that there is Market Change during the Commitment Period which results in additional third party costs being incurred by the Supplier, the Supplier shall be entitled to pass on such additional costs to the Customer and such costs will be payable by the Customer under your Price Plan.

(j) Without prejudice to the generality of Condition 6(a), if additional costs are incurred (whether directly or indirectly) by the Supplier as a result of the introduction of I-SEM. The Supplier shall be entitled to pass on such additional costs to the Customer and such costs will be payable by the Customer under your Price Plan.

## 7. Payment of Accounts

(a) The Customer must pay us the cost of the electricity as set out in your Price Plan (inc. VAT) during the Commitment Period and thereafter at the applicable rates for the remainder of the Term. Your consumption at the Premises may be based on an actual or estimated meter reading(s). Unless we have agreed otherwise, every bill, including one based on an estimated meter read, is payable on the date specified on the bill. You must also pay us for any amount specified on the bill for other services that we have agreed to provide to you.

(b) The Customer must pay us for any Distribution Services that we or you have requested be carried out at your Premises and for which we have been charged by ESB Networks. This includes (but is not limited to) the de-energisation or re-energisation of the Meter.

(c) The Customer's liability to pay for the electricity used at the Premises (plus VAT) together with any supply charges which may be applicable to the Price Plan you have chosen and any amount specified on the bill for other services that we have agreed to provide to you continues until all sums due are discharged by you.

(d) If the Customer has changed from another supplier, you agree to pay any outstanding charges transferred to us by the other supplier (including VAT).

(e) The Customer must pay us by Direct Debit or as otherwise agreed with us.

(f) If the Customer does not pay us any sum due under the Agreement you will be liable to pay us interest from the due date for payment at the European Central Bank main refinancing rate plus 7 percentage points calculated on a daily basis or, if there is no such rate, then an equivalent rate, accruing on a daily basis until payment is made.

(g) If you have a Bord Gáis Energy account with us at this or other premises, we may transfer any credit or debt between your accounts in order to recover any money you owe us.

(h) When your request to switch to us is processed, your current supplier will notify us if you are in arrears for more than levels set for all customers by the Commission for Regulation of Utilities. If we decide not to carry out the switch because of arrears, we will tell you in writing.

(i) If you close your electricity account and there is a credit balance due to you this will be shown on your final bill. You must contact us to receive your credit. If any credit remains unclaimed for longer than one year then we may remove this credit from your account.

(j) We may, from time to time, offer you Energy Saving Solutions. You agree that any Energy Credits associated with the Energy Saving Solutions shall be allocated to Bord Gáis Energy.

(k) A copy of our Code of Practice entitled "Bill Payment" may be obtained by contacting us in accordance with Condition 17.

## 8. Security

If required by the Supplier at any time, the Customer will furnish such security (whether by way of deposit, guarantee or other form of security) as the Supplier may require for the payment of any monies which may from time to time become due by the Customer under the Agreement. The Customer acknowledges that this security, where in the form of a deposit, does not amount to an interest bearing deposit, and the Customer shall not be entitled to any interest payments from the Supplier.

## 9. Electricity Emergency

In the event of and for the duration of an electrical emergency:

(a) we may at the request of the emergency response service or ESB Networks discontinue the supply of electricity to the Premises; and

(b) you must refrain from using electricity immediately upon being told by us or ESB Networks that you should do so.

## 10. Emergency Response Service

(a) The emergency response service is operated by ESB Networks on behalf of all Customers.

(b) The 24-hour telephone number of the emergency response service is 1850 372 999.

(c) We will, in so far as is practicable, take steps to inform you of any change in the details of the emergency response service before such change becomes effective. In any event the up-to-date information about this service will be displayed on our website (www.bordgaisenergy.ie),or may be obtained by contacting us in accordance with Condition 17.

## 11. Limitation of Liability

(a) We will not be responsible for any loss or damage sustained by you in respect of any failure by us to supply electricity as a result of our inability to secure a supply of electricity, industrial action, breaks or defects in mains, or any other reasonable cause outside our control.

(b) We will not be liable to you under this Agreement in contract, tort (including negligence) or otherwise for any indirect or consequential loss or economic loss suffered by you as a result of the sale or supply of electricity or in connection with this Agreement.

(c) We will not have any liability howsoever arising in respect of, or in connection with, any failure of the services provided by ESB Networks, your Electricity Connection or any Distribution Services.

(d) The Customer accepts liability for the care and maintenance of the Appliances and associated wiring at the Premises.

(e) We accept no liability arising in relation to your Appliances, the associated wiring or the maintenance of same.

(f) Nothing in this Agreement will exclude or restrict our liability for damages arising out of liability for death or personal injury arising from our negligence.

## 12. Right to Terminate and De-energise

(a) If you do not have a Commitment Period in your Price Plan i.e.

(i) if you have selected a Variable Price Plan which does not include a discount; or

(ii) the Commitment Period of your Price Plan has expired; you may end this Agreement by giving us 28 days notice by telephone or by writing to us (in accordance with Condition 16) and by paying the amount due for all electricity used up to the date of such termination and for any other charges and obligations in your Price Plan or services that we have agreed to provide to you under this Agreement. You will remain liable for any electricity used in the Premises until this notice has expired and a) you have given us a meter reading or b) you have given access to ESB Networks to read and de-energise the Meter or c) you have accepted an estimated meter reading provided by us. If you cannot provide us with a closing meter read we may provide you with an estimated read calculated by us, at our sole discretion. Where this happens, you agree to make payment in full based on our estimated Meter read. In the event that you cannot provide a meter reading, do not accept our meter reading or cannot provide ESB Networks access to the Premises, you may be charged a special administration fee of €65 in order to close your account.

(b) If your Price Plan contains a Commitment Period and your Commitment Period expires we may place you on our standard Variable Price Plan or an alternative Price Plan in accordance with clause 6(g), and the terms of this Agreement shall apply. We may write to you to let you know that when your Commitment Period is due to expire.

(c) Unless terminated earlier by the Supplier in accordance with Condition 12(f), if the Price Plan you have chosen contains a Commitment Period then you are subject to the terms of the Agreement for the duration of the Commitment Period. In the event that prior to the expiry of the Commitment Period you purport to terminate the Agreement or the Supplier terminates the Agreement in accordance with Condition 12 (f) then we have the right to charge you an Early Exit Fee and/or re-register you as our Customer with the MRSO. The parties acknowledge and agree that the Early Exit Fee is a genuine pre-estimate of the loss that the Supplier would suffer if the Agreement was terminated in the circumstances outlined in this Condition.

The **Early Exit Fee** is calculated depending on the Customer's aggregated consumption:

(i) if the Customer's aggregated annual consumption is less than 8 GWh per annum*, the Early Exit Fee will be calculated by taking the customer's Actual Usage Factor (AUF) (if the AUF is not available, the Estimated Usage Factor (EUF) will be used in substitution of the AUF) divided by 12 and then multiplied by the number of months or parts of a month between the date you terminated the Agreement and/or registered with a new Supplier and the remaining period up to the Commitment Period End Date (up to a maximum of 4 months) multiplied by 10 cents/kWh. This amount will be calculated by us and billed to you.

(ii) if the Customer's aggregated annual consumption **is equal to or greater than 8 GWh per annum***,the Customer shall be liable to the Supplier for the following, howsoever arising under or in connection with such termination:

• all losses, costs and expenses incurred by the Supplier whether arising directly or indirectly including but not limited to any losses incurred as a result of any hedging or market to market activity undertaken by the Supplier; and

• without prejudice to the generality of the foregoing:

(iii) any loss of profits;

i. any loss of opportunity; and

ii. any losses whether direct or indirect and whether or not arising naturally in the ordinary course from such termination or being in the reasonable contemplation of the parties at the date of the Agreement as a probable result of termination.

*The Customer's aggregated consumption will be calculated across all of the premises supplied by the Supplier. In circumstances where the Supplier holds less than 12 months consumption data for the Customer's Premises, the Supplier shall calculate the Early Exit Fee based on the average monthly AUF/EUF multiplied by 12.

(d) Subject to Condition 12(c), you may change from a Variable Price Plan to a Fixed Energy Price Plan or Fully Fixed Price Plan at any time and no Early Exit Fee will apply.

(e) On termination of this Agreement, the Supplier may choose not to procure the de-energising of the Premises if satisfactory arrangements are in place to transfer liability to a person who is acceptable to the Supplier.

(f) The Supplier may procure the de-energising of the supply of electricity and/or terminate this Agreement without notice, in the following circumstances:

(i) if the Customer becomes bankrupt, insolvent, makes any voluntary arrangement with any of its creditors, if a receiver or an administrative receiver is appointed over any part of the Customer's business or property, or the Customer goes into liquidation or an examiner is appointed to the Customer;

(ii) if the continuation of the supply of electricity to the Premises is no longer economically viable;

(iii) if the Customer has not paid any monies due by it under this Agreement for 14 days or more following the expiry of the due date for payment;

(iv) if the Customer is in material breach of these Conditions for one month or more, having received notice of such breach from the Supplier and having failed to remedy same;

(v) if the Supplier considers, or ESB Networks informs the Supplier, that there is any risk of fire or explosion or injury to persons or property as a result of any defects or suspected defects in the supply main, meter installation or the electrical appliances or as a result of the supply of electricity to the Premises generally; or

(vi) if the Supplier no longer has an electricity supply licence to supply the Premises.

(g) If requested by the Customer at any time, or if necessary for legal, technical or operational reasons, the Supplier may procure the disconnection of the supply of electricity to the Premises.

(h) Where the supply of electricity is de-energised due to the Customer's default, the Customer will pay the Supplier all expenses incurred by it and also the cost of re-energisation, if any.

(i) The termination of this Agreement, howsoever arising will not affect the rights and duties of either party accrued prior to termination.

(j) Further information in relation to our policy and procedures for causing premises to be disconnected from the electricity network is set out in our Code of Practice on Bill Payment which may be obtained by contacting us in accordance with Condition 17.

## 13. Force Majeure

The Supplier shall not be obliged to carry out any obligation under this Agreement where performance of such obligation is prevented due to any cause beyond the Supplier's reasonable control. This includes, but is not limited to, failure or shortage of power supplies, civil unrest, labour shortage or labour dispute, the application, instruction, request, act or omission of Government, an emergency services organisation, or other competent authority, or legal or statutory obligations.

## 14. Complaints

(a) You may make a complaint in relation to any issue arising under this Agreement by contacting our Customer Service Department in accordance with Condition 17.

(b) Any complaints made by you will be dealt with in accordance with our Code of Practice for dealing with Customer complaints. You may obtain a copy of this code by contacting us in accordance with Condition 17.

## 15. Assignment

(a) The Supplier may assign or transfer to any other person the benefit of this Agreement or any or all of its rights and obligations hereunder without the Customer's prior written approval.

(b) You may not assign this Agreement without prior written consent of the Supplier which shall not be unreasonably withheld.

## 16. Notices

Except for notices under Condition 6 (Price of Electricity), any notice or request to be given by one Party to another under the Agreement will be delivered to the Party in question or sent to such Party by post, fax or e-mail addressed to that Party at such address as the Party in question will from time to time designate by written notice and, until such notice will be given, the addresses of the Parties will be those that appear in the Customer Agreement Form and as set out in Condition 17 below. Any notice or request given in accordance with this Condition shall be deemed to have been received as follows: (a) in the case of post, two Business Days after posting; and (b) in the case of email, at the time it was sent, unless the sender receives notification that the email has not been received.

## 17. Contact Details

Our Customer Service Department may be contacted:

| | |
|---|---|
| In writing to: | **Bord Gáis Energy**<br>**PO Box 10943**<br>**Freepost F4062**<br>**Dublin 2** |
| By telephone: | **01 611 01 66** |
| By e-mail: | **businessdirect@bordgais.ie** |

## 18. Bord Gáis Energy Codes of Practice

Bord Gáis Energy has Codes of Practice covering Complaint Handling, Marketing and Bill Payment which set out the way we do our business in each of these areas and the services and levels of service you can expect. To obtain a free copy please call us on 1850 405 804 or visit our website at www.bordgaisenergy.ie.

## 19. Variation of Conditions

The Supplier may amend, vary or add to these Conditions at any time. The Customer can view the most up-to-date Conditions on the Supplier's website.

## 20. Data Protection for Other Commercial Customers

(a) From time to time, the Supplier, the Supplier's agents and/or service providers may collect from the Customer, personal data relating to the employees or other officers of the Customer. Such personal data shall be used and disclosed by the Supplier to other members of the Centrica Group and agents, at any time in the future, as strictly necessary for the purposes of managing its relationship with the Customer pursuant to the Agreement, including for contact purposes and any future sales and marketing activity. The Customer shall procure the consent of such individuals to the uses and disclosures of personal data referred to in this Condition and shall inform the individuals that they are entitled to access their data and have any incorrect details amended or erased.

(b) Throughout the course of the Customer's ongoing customer/supplier relationship with the Supplier, the Customer may from time to time speak to the Supplier's employees (or those of its agents and/or service providers) by telephone. As part of its commitment to ensuring that the highest levels of service are provided to its customers, such telephone conversations may be recorded. The Supplier agrees to keep the recorded information in the strictest confidence and to use the information solely for staff training/quality control purposes, for verifying the Customer's instructions to the Supplier and for such other uses/disclosures as are referred to in this Condition. The Customer shall procure that its employees and other officers are informed of the terms of this Condition 20(b).

## 21. Marketing Notice for Other Commercial Customers

(a) Bord Gáis Energy and the Centrica Group and/or agents acting on behalf of Bord Gáis Energy may (in accordance with any preferences that you express) wish to contact you by post, telephone (including mobile), in person, text message or e-mail with information about our own products or services (relating to gas, electricity, boiler services) or other products and services (including those of third parties should you consent to receiving such communications) which may be of interest to you.

(b) You may advise us of your marketing preferences when you sign up as a customer or you may opt out by:-

- calling us on **01 611 01 66**
- completing the Web Form on:
- **http://www.bordgaisenergy.ie/terms-and-privacy/#opt-out**
- following the unsubscribe instructions in email or SMS communications to opt out of receiving further such communications
- Or by writing to us at:

  **Bord Gáis Energy**
  **Data Protection Opt-out**
  **PO Box 10943**
  **Freepost F4062**
  **Dublin 2**

(c) Please note that you can opt-out by marketing type (e.g. email, SMS, etc.) as we know our customers may be happy to receive one form of marketing but not another.

## 22. Deemed Contract

(a) If you own or occupy a premises where a supply of electricity is provided and you do not have a contract for the supply of electricity with Bord Gáis Energy, as the registered supplier of the premises, then the Premises will be considered to be supplied by us under a Deemed Contract.

(b) The Deemed Contract will be between us, Bord Gáis Energy, and you, the owner or occupier of the Premises. The Deemed Contract will start on the date when you begin to take a supply of electricity in the absence of a contract for supply and shall end on the date on which we or another supplier is registered with the MRSO as the supplier of the Premises or on the date on which we cease to supply the Premises, whichever is the earliest.

(c) If you are being supplied under a Deemed Contract:

i. we will send you a notice informing you of this and advising you that you are liable to pay for any electricity consumed under a Deemed Contract; and

ii. these standard Conditions for the Supply of Electricity to SME Business Customers apply to you; and

iii. you will be charged our standard electricity tariff (which shall include applicable charges, taxes and levies) for SME Business Customers for any electricity supplied. Our standard electricity tariff is published on our website at www.bordgaisenergy.ie or can be obtained by calling us on 1850 405 804.

iv. you will be bound by the ESB Networks General Conditions for Connection to the distribution system for customers with a connection less than 100 kVA.

## 23. General

(a) The headings in these Conditions are for convenience only and will not affect their interpretation.

(b) If the Supplier waives a breach of this Agreement by the Customer, that waiver shall not be considered to be or include a waiver of any subsequent breach by the Customer of the same or any other provision.

(c) If a competent authority determines that any provision of these Conditions is invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected by that determination.

(d) The Agreement shall be governed and construed in accordance with the laws of Ireland and the courts of Ireland shall have exclusive jurisdiction to decide any disputes arising between the Customer and the Supplier.

BGE/BE/CAF/FM/0618