

Terms and Conditions

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Please note that by becoming a Pinery Pay as You Go (PAYG) customer you agree to comply with and be bound by the following terms and conditions. Please read carefully the data protection and marketing notices in Conditions 19 and 20.

Electricity Terms and Conditions for Residential Customers

Application for general conditions

These are our standard conditions. By becoming a residential customer, you agree to accept and be bound by these conditions.

1. Interpretation

a. In these conditions, the words below have the following meanings:

“us”, “we” or “our” means New Measured Power Limited, a private limited liability company incorporated under the laws of Ireland (registered number 512606 and trading as Pinery), licensed as an energy supplier by the Commission in relation to the supply of electricity to you;

“you”, “your” or “yourself” refers to the person who has entered into this Agreement as customer;

“Agreement” means the contract for the supply of electricity by us to you which includes the Customer Agreement and the Conditions, each as amended or supplemented by any special conditions which we may have agreed with you;

“Budget Controller and In-Home Display” means the device installed by us to record your payments and your electricity consumption and which interrupts your electricity supply if payment is not made;

“Cancellation Period” means 14 days from the date that you enter into the Customer Agreement;

“Charges” means the amount(s) payable by you for: (a) the supply of electricity by us (b) any costs associated with the supply of electricity by us, and (c) any Pass-Through Charges;

“Commission” means the Commission for Regulation of Utilities which is the regulator for the electricity, natural gas and water sectors in Ireland and is established under the Electricity Regulation Act 1999 (as amended) ;

“Codes of Practice” means such code(s) of that name as are on our Website from time to time;

“Conditions” means our standard terms and conditions of supply of electricity to residential customers as set out in this document ;

“Connection Agreement” means an agreement between you and the DSO pursuant to which you have the right for your installation to be, and to stay, connected to the electricity distribution system;

“Customer Account” means any account with us held in your name for the purposes of the supply of electricity or any other product or service, “Customer Agreement” means the application form completed by you pursuant to which you agree to become our residential customer;

“Deemed Contract” A Deemed Contract is a legally enforceable agreement considered to have been made between PINERGY and the owner or occupier of this premises. A Deemed Contract is considered to have come into existence because the owner or occupier (after receiving notice from PINERGY and where the premises continue to be supplied with electricity by PINERGY) did not inform PINERGY that he or she continued to use the electricity supplied to the premises concerned after the previous contract for supply to the premises concerned had expired or was not cancelled when a previous owner or occupier vacated the premises or the new owner or occupier did not enter into a new contract of supply.

“DSO” means the Distribution Systems Operator, ESB Networks;

“Electricity Connection” means the connection between the electricity network and the Premises up to and including the Meter;

“Electricity Statement” means the annual statement detailing electricity supplied to, and payments made by, you during the year;

“Emergency Credit” means the €5 credit which is available when the balance on the Budget Controller and In-Home Display goes to zero, allowing you to continue to use electricity. Emergency credit will be recouped the next time you Top-Up Up or, at our discretion, in stages over a number of subsequent Top-Ups as set out in the Tariffs;

“Equipment” means the Pinergy Equipment together with the Other Equipment;

“EURIBOR” means the 3 month Euro Inter Bank Offered Rate or, where this ceases to be published, such appropriate replacement rate as we shall determine;

“Friendly Credit” means the credit which is available when the balance on the Budget Controller and In-Home Display goes to zero, once your Emergency Credit has been used. This credit will apply from 5pm to 9am Monday to Friday, weekends and on the main public holidays and prevent your electricity from being cut off at those times. Friendly Credit will be recouped the next time you Top-Up Up or, at our discretion, over a number of subsequent Top-Ups as set out in the Tariffs;

“Installation Charge” means the fee for the Installation Service as set out in the Tariffs;

“Installation Service” means the installation of the Budget Controller and In-Home Display at the Premises, as more particularly described in Condition 4(b);

“LED Retrofit” means the replacement of light bulbs within your Premises with LED light bulbs, as more particularly described in the Attachment to these Conditions;

“LED Supply” means the supply of LED light bulbs to you, as more particularly described in the Attachment to these Conditions;

“Licence” means the license to supply electricity granted to us by the Commission ;

“Meter” means the electricity meter and related fittings and wires installed by and regularly read by the DSO to authoritatively ascertain the quantity of electricity supplied to the Premises;

“MRSO” means Meter Registration System Operator, a “ring-fenced” function within ESB Networks who is responsible for the Change of Supplier process in the competitive electricity market;

“Other Equipment” means your Meter, supplied by DSO, together with any other meters, electrical plant, electricity lines and all other apparatus at the Premises used to deliver, measure and control electricity, but excluding any Pinergy Equipment;

“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 Energy to the Supply Point(s) including, but not limited to, transportation and distribution use of system charges by the Electricity Distributor and VAT;

“Pinergy” means New Measured Power Limited, a private limited liability company with registered office at Riverside One, Sir John Rogerson’s Quay, Dublin 2, incorporated under the laws of Ireland (registration number 512606);

“Pinergy Equipment” means the Pinergy Equipment consisting of the Budget Controller and In-Home Display

“Premises” means the premises specified by you at the time of entry into this Agreement and to which electricity is to be supplied in accordance with the terms of this Agreement or such other premises as may be notified by you to us and accepted by us from time to time ;

“Smart Meter” means a budget controller that may be supplied by Pinergy which provides advanced features and that is capable of recording half-hourly usage data and contains a mobile SIM card. Provided there is adequate mobile network coverage, this allows us to communicate directly with the meter for a

number of purposes, including adding top-ups to the meter automatically; technical monitoring; updating your tariff; deducting a charge; sharing information about your electricity usage.

“Siteworks” means any works carried out by the DSO in relation to your electricity supply and any other piece of work as set out in the DSO’s site works charges including, but not limited to the provision, installation, repair, maintenance, withdrawal or reinstatement of electricity supply or the Meter or equipment used in supplying electricity to the Premises;

“Start Date” means the date on which supply of electricity to the Premises under this Agreement will commence as communicated to you by us or our agent;

“Tariffs” means our list of current prices and the pricing structure applicable to each, as available on our Website as varied by us from time to time;

“Top-Up” means pre-paid codes supplied by us through retail outlets and our website and which may be input into the Budget Controller or the connected in-home display either manually or in the case of a Smart Meter automatically, to procure the supply of electricity in accordance with Conditions 7 and 8 below;

“Vulnerable Customers” means those customers who register with us as being elderly, dependent on electrical medical equipment, or who have hearing, sight or mobility difficulties and for whom we have special services. There are two types of Vulnerable Customer:

Priority Services Customer is critically dependent on electrically powered equipment, which shall include but is not limited to life protecting devices, assistive technologies to support independent living and medical equipment, or

Special Services Customer is particularly vulnerable to disconnection during winter months (1st November to the 31st March), for reasons of advanced age or physical, sensory, intellectual or mental health.

These customers will be registered by themselves or Us on the priority services register or special services register as appropriate;

“Website” means the means pinergy.ie, or any replacement website located at a URL designated by us from time to time.

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

2. Supply of Electricity

a. We will, subject to the Agreement, sell and supply electricity to you at the Premises from the Start Date which will only occur once:

we have authorization under our Licence

we agree to accept you as a customer under this Agreement

if you occupy the Premises as a tenant, you have certified to us in the Customer Agreement that your landlord (to include any head or superior landlord) has consented to the installation of the Equipment and to the supply of electricity by us to the Premises;

all necessary equipment, including the Budget Controller and In-Home Display, has been installed;
and

if applicable, we have been notified by the MRSO that the transfer of your electricity supply to us is successfully completed.

Subject to the payment by you of the relevant Charges, the sale and supply of electricity will continue until the Agreement is terminated by either you or us in accordance with Conditions 10 and 11.

b. You must provide us with your contact details e.g. Name, address, landline or mobile number and we may use these details to contact you in relation to your account.

- c. All of the information you give to us must be truthful and accurate. You must tell us about any changes to this information as soon as possible.
- d. We will process your application and notify you of the time and date on which your Budget Controller and In-Home Display are to be installed.
- e. You cannot extend your electricity supply to someone who we or DSO would consider to be a separate customer.
- f. We accept no responsibility for the adequacy, safety or other characteristics of your pre-existing electrical installation.

3. Change of Supplier

Where we take over as supplier to your Premises:

- a. You will give us a Meter reading for the Start Date or allow our installers or the DSO to obtain an actual Meter reading at the Premises; and
- b. Customers will not be charged for changing supplier. (For the avoidance of doubt an exit charge will be applied for early termination of a contract).
- c. 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 Commission for Energy Regulation. If we decide not to carry out the switch because of arrears, we will tell you in writing.
- d. If You are Our customer and you wish to change to another Energy supplier and You have Arrears greater than the level set by the Regulator, a debt flag will generate on Your account. This debt flag will inform the acquiring supplier that You have Arrears greater than the levels set by the Regulator.

4. Budget Controller and In-Home Display

- a. The Budget Controller and In-Home Display together with the Meter will govern your electricity consumption and levy the appropriate Charges for the consumption based on the Tariffs in accordance

with Conditions 6 and 7.

b. We will perform the Installation Service at the Premises at a time agreed with you and in accordance with Condition 5. The Installation Charge, which applies to our provision of the Installation Service, will be waived by us in the event that you remain our customer for more than 30 days and provided that you have complied with your obligations under this Agreement.

c. If we or you discover that any Budget Controller and In-Home Display reading has been inaccurate or omitted, or the readings have not been converted into Charges correctly, we or you, as the case may be, must pay any money that is due in order to correct for such errors or inaccuracy (such payment to be made within 28 days of the notification to you or us in writing of the error or inaccuracy).

d. The Budget Controller and In-Home Display will at all times remain our property and you will have no rights or interest in it. This item must be used in accordance with our instructions and terms and conditions.

5. Access and Siteworks

a. Under no circumstances shall you prevent or unduly delay our authorised persons or DSO authorised persons from obtaining safe, free and unrestricted access to the Premises for the purposes of reading or inspecting the Meter, suspension, disconnection or reconnection of electricity supply, removal of Equipment or for all other purposes, without limitation, in connection with this Agreement and the supply of electricity. Such entry is to be permitted at all reasonable times and at any time in case of any emergency or network emergency.

b. All equipment and installations from the distribution network, up to and including the Meter belong to the DSO and must be used in accordance with the DSO's instructions and terms and conditions. We have no responsibility for maintaining the Meter or any metering equipment or associated wiring.

c. You agree to be bound by any terms or conditions given to you by the DSO or by us on behalf of the DSO regarding your Electricity Connection and any related matters.

d. You are responsible at all times for having have due care towards the Equipment and the Meter. You will not remove, interfere with or damage or allow any removal, interference with or damage to the Equipment or the Meter, whether for repairs or for any other purpose without our consent and shall notify us promptly of any defect in the Equipment or the Meter or if any alteration or other attention is required. You are responsible at all times for having have due care towards the Equipment. You will not remove, interfere with or damage or allow any removal, interference with or damage to the Pinergy Equipment or the Other Equipment, whether for repairs or for any other purpose without our consent and shall notify us or DSO promptly of any defect in the Pinergy Equipment or other equipment or if any alteration or other attention is required.

e. You may request the DSO to carry out Siteworks at the Premises.

f. We may request that Siteworks be carried out at the Premises, including but not limited to, the servicing of the Equipment, suspension, disconnection or reconnection of electricity supply or servicing of the Meter.

g. The DSO (and when appropriate we) will inform you at the time that you request the Siteworks of the cost and payment terms in respect of the Siteworks. If the DSO suspends, disconnects or reconnects your electricity supply or repositions your Meter this will be charged to you. In the event that we need to suspend, disconnect or reconnect your Budget Controller and In-Home Display we may make a reasonable charge, calculated in the manner set out in our Tariffs.

h. You must pay all costs, charges and fees (including VAT) associated with Siteworks whether requested by you or by us. This includes any costs incurred as a result of the cancellation of the Siteworks by you or because of your default. If the DSO visits the Premises to carry out the Siteworks at a time agreed with you, but is unable to do so, ESB Networks may charge you a missed appointment charge.

i. Necessity for mobile communication: If you have a Smart Meter, the electricity meter is intended to automatically communicate with Pinergy. Pinergy Smart Meters require mobile network coverage in order for all its features to work correctly. You must not interfere with the meter in any way that would cause it to lose mobile network coverage.

6. Tariffs

- a. The prices offered by us are based on our Tariffs, which may be varied by us from time to time.
- b. Our Tariffs are displayed on our Website or may be obtained by contacting us in accordance with Condition 16.
- c. We are entitled to change the price of electricity charged by us once we have informed you of such change. We will give you thirty days' notice in advance in writing by letter, email or a notice in at least one national newspaper. We may, at our discretion, also publish the price change in any national daily newspaper. Any such notice or advertisement will state the date on which the price change will become effective.
- d. From time to time, we may (at our sole discretion) offer certain specified categories of customers (which may or may not include you) special tariffs for certain periods of time as determined by us.

7. Payments and charges

a. The Charges payable by you for electricity are based on consumption at the Premises, measured in kWh by the Meter and calculated in accordance with our Tariffs. In addition to consumption charges, the following charges, which are levied on a daily basis, will also apply:

- 1) applicable standing charge;
- 2) Public Service Obligation (PSO) Levy; and
- 3) prepayment service charge.

Details of the above charges are set out in our Tariffs. All of the above charges (including VAT) are paid in advance by purchasing Top-Ups.

- b. We will send you an annual Electricity Statement which will specify your consumption, the Charges payable according to your consumption and the payments made by you during the preceding year.
- c. If any Pass-Through Charges are levied on us by the DSO or a third party in connection with your electricity supply, we will recoup the cost from your future Top-Ups or, with your agreement, by other means.
- d. If you use Friendly Credit, Emergency Credit, or other credit advanced to you either automatically or at our discretion, this credit will be recouped from your next Top-Up or, at our discretion, in stages over a number of subsequent Top-Ups as set out in the Tariffs.
- e. If any Charges or other sums payable under the terms of this Agreement are not recouped within 13 weeks from Top-Ups or other means, we may charge you interest on the outstanding balance at the rate of 4% points per annum above the current EURIBOR. You shall also be liable to us in respect of any costs incurred by us in relation to the recovery of overdue payments.
- f. You must pay for the electricity you use via the budget controller. If you bypass the budget controller or otherwise obtain electricity without paying for it, we are entitled to recoup from you the amount that is due. We may at our discretion recoup the amount from your next top-up or over a number of subsequent top-ups.
- h. If you bypass the budget controller or otherwise obtain electricity without paying for it, we will also recoup any costs we incur in uncovering this activity and in recouping the amount that is due. If you in good faith dispute any Charge or other sum payable under this Agreement, no payment of the disputed sum will be required to be made until such dispute is settled or otherwise determined. In the interim, you must pay all other charges and any other sums falling due under this Agreement in an ordinary way. Once the dispute is settled or determined we will pay any amount that is still owned by us or, as the case may be, you must pay us any amount owed by you.

- i. Without prejudice to the provisions of Condition 5, if you make an appointment and cannot keep it, you must let us know by midday the day before, or we may charge you a Missed Appointment Charge as set out in our Tariffs.

- j. If you dispute the accuracy of the Meter supplied to you by the DSO and if it is tested at your request and found to be sufficiently accurate under the applicable legislation you must pay the Meter Test Charge imposed by DSO and set out in our Tariffs.

- k. If you request a visit to the Premises to check the Budget Controller and In-Home Display we may charge a call out charge which is listed in our Tariffs.

- l. You must pay all Charges and fees and any other sums falling due under this Agreement (plus VAT) in full. Part-payment will not release you from your obligation to pay the outstanding portion of any such sums.

- m. If you have an account with us at any other premises, we may transfer any credit or debit between your accounts in order to recover any money you owe us.

8. Services for Vulnerable Customers

- a. We may provide certain services to Vulnerable Customers in relation to their electricity usage. Information on these services, and how to register, is available in our Codes of Practice. To view our Codes of Practice, please see our Website.

- b. The Commission has put in place rules that Vulnerable Customers cannot be disconnected in winter months, however, by entering this Agreement, you understand that your electricity supply will go off in circumstances where you do not purchase sufficient Top-Ups.

c. You should note that the Commission has stated that pre-payment electricity supply is not suitable for all customers. We will not agree to supply pre-payment electricity to customers in circumstances where we, in our sole discretion, are of the view that such supply is unsuitable. Any services we provide to Special Services Customers shall be carried out in accordance with the rules the Commission has put in place.

9. Our Liability

a. As your electricity supplier, we will not be liable to you for any loss or damage caused by or arising directly or indirectly from the supply of (or any failure to supply) electricity to the Premises or the Equipment.

b. We will not be liable to you under this Agreement in contract, tort (including negligence) or otherwise for any indirect damages, consequential or economic loss, any loss of revenue, business, contracts, predicted savings or profits suffered by you arising from 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 the DSO, any Siteworks or your Electricity Connection.

d. If any exclusion or other condition in this Agreement is invalid for any reason and we become liable to you for loss or damage that could otherwise have been excluded or limited, our liability will be limited to a sum equal to the total amount of the Charges, Top-Ups and other payments which we received from you in connection with this Agreement.

e. You are fully liable for the electricity installation at the Premises and for any electrical equipment or appliance connected to such installation and we accept no responsibility in this regard.

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

10. Duration and Your Right to End the Agreement

- a. This Agreement shall come into force on the date specified in your Customer Agreement and, subject to the other terms of the Agreement, shall continue in force for the period as set out in your customer agreement from that date unless or until terminated by either party in accordance with the Agreement. Thereafter, unless the Agreement is terminated or it is otherwise agreed between us and you in writing, this Agreement shall be deemed to be renewed for successive one-month periods. If you terminate this agreement after the cancellation period, but before the termination of your contract you may be liable to termination fees as set out in our Tariffs. If you require your site to be disconnected or re-connected as part of termination or renewal of your agreement, disconnection and re-connection charges will apply.
- b. We will write to you at least 30 days but not more than 60 days ahead of the expiration of your contract to inform you that your contract is due to terminate, the estimated annual bills based on the current and proposed tariff and terms and conditions of supply after the termination date. In addition, we will write to customers who remain on the same tariff for a period of 3 years, alerting them to that fact and to review their contract.
- c. You have the right to terminate this Agreement within the Cancellation Period without providing any reason. In the event that you have expressly requested that we begin providing you with services under this Agreement within the Cancellation Period, including the Installation Service, you shall be liable to pay an amount in proportion to the services that have been provided. Please note that if the Installation Service has been completed, you will be required to pay the full Installation Charge. If you would like to exercise your right to terminate this Agreement, please fill in the form included with your Customer Agreement or alternatively, notify us in writing that you are exercising your right to terminate this Agreement.
- d. If you wish to change the Premises to which this Agreement relates or wish to terminate this Agreement, you must provide us with 14 days' notice by telephone or by writing (in accordance with Condition 16) and pay the Charges due for all electricity used up to the date of such change or termination and pay any other Charges and fees in our Tariffs or for any services that we have agreed to provide to you under this Agreement.

Following receipt of this notice or upon receipt of the appropriate market message, we will confirm the termination and subsequent change in status of your account with you. We will provide to you a 60-digit code to put the Meter into Credit Mode. It is essential that the code is applied as soon as it is received in order to effect the change to credit mode. Delay in application can result in deactivation to Credit Mode not being effected. We will also make available to you. You may be required to purchase a prepayment Top Up voucher and enter the 60-digit code into your Meter. The value of the unused prepayment will be included in the final account reconciliation when we close your account as set out in 10 e.

e. We will refund any credit (as set out in the accompanying energy statement) remaining on your Budget Controller and In-Home Display by cheque or credit transfer within 14 days of the date of termination under Condition 10(d) or, if requested, transfer any Top-Ups remaining on your account to a Budget Controller and In-Home Display at your new address.

f. You will remain liable for any electricity used on the Premises until the 14 days' notice given under Condition 10(d) has expired.

g. In the event that you do not comply with the requirements of Condition 10(d), you will remain liable for any electricity used at the Premises until supply is withdrawn or a new account is opened at the Premises.

h. The termination of the Agreement will not affect any rights or duties which have accrued to you or us before that date.

i. Where the Agreement is terminated under Condition 10(d), a Removal Charge, as set out in our Tariffs, will apply if the Agreement is terminated within the first 12 months of the Agreement.

11. Our Right to Withdraw Electricity Supply and Terminate the Agreement

a. Provided we have followed the procedures set out in our Codes of Practice, we may withdraw your electricity supply and terminate the Agreement:

on giving you three months' notice in writing where the continuation of the supply of electricity to your Premises is no longer economically viable;

2. if you fail to pay any monies due by you under this Agreement;
3. without notice if the DSO informs us that your installation or use of electricity interferes with the distribution system or disturbs other customers;
4. without notice if we consider, or if an emergency response service or the DSO informs us, that there is any risk of injury to persons or property as a result of any defects or suspected defects in the electrical network, the Equipment or related installations or your electrical installation including any apparatus connected to it, or if we consider that the Pinergy Equipment has been interfered with by an unqualified person or that any changes to the Pinergy Equipment have not been certified by that qualified person in accordance with prevailing electricity safety regulations;
5. without notice, if a last resort supply direction is given to another supplier in respect of the Premises and the Contract will end on the date that the direction takes effect;
6. if you do not meet all of your obligations under this Agreement or the Connection Agreement, and fail to remedy the situation within a reasonable period of time of being notified of the breach, having regard to the nature of the breach;
7. If you have obtained electricity from us without paying for it or if you have interfered with the Equipment in any way
8. if you become a bankrupt, insolvent, have a receiver, liquidator or examiner appointed to you, enter into an arrangement with your creditors or are subject to any similar, analogous or replacement process whether in Ireland or any other jurisdiction;
9. if we are required to do so by law, including but not limited to, in circumstances where we no longer have a Licence to supply electricity to the Premises;

10. if your Connection Agreement ends;
11. it is no longer practical to supply electricity for reasons outside our control; or
12. at our discretion in circumstances where you have asked us to terminate the Agreement.
 - b. The termination of the Agreement will not affect any rights or duties which have accrued to you or us before that date. Following the termination of the electricity supply to the Premises, we will remove the Budget Controller and In-Home Display and shall levy a Removal Charge as set out in our Tariffs.
 - c. Where the supply of electricity is withdrawn due to your default, you will pay us all expenses reasonably incurred in relation to the disconnection and reconnection of electricity supply as set out in our Tariff.
 - d. For the avoidance of doubt where you, in our reasonable opinion, are found to have breached Condition 5(d) and/or Condition 11(a)(8), we may immediately withdraw your electricity supply and terminate the Agreement.

12. Complaints

You may make a complaint in relation to any issue arising under the Agreement by contacting our Customer Complaints Team:

Pinergy

Suite 1

Beaver House

Beech Hill Office Campus

Clonskeagh

Dublin 4

Ireland

D04 Y8X5

or by email at complaints@pinergy.ie

or by telephone at 0818 363 749

Any such complaints will be reviewed by us in accordance with our Code of Practice covering Complaint Handling.

13. Variation of General Conditions

We may amend, vary or add to these Conditions at any time on giving you thirty days' notice by any two of the following methods; website, mass media, SMS text message, email, letter, or notification on a top-up voucher. This notice will indicate where you may view or obtain a copy of the new Conditions. If any variation, addition or amendment is unacceptable to you, you may terminate the Agreement in accordance with Condition 10(c) (the unvaried Conditions applying during the 14-day notice period under Condition 10(c)) otherwise you will be deemed to have accepted the new Conditions. We will provide you with a copy of the amended terms and conditions of supply at least 28 days before they come into effect.

14. Deemed Contracts

- a. These terms are applicable where a Deemed Contract is in place
- b. A Deemed Contract will be in place where a premise is no longer subject to a contract for supply of electricity and/or gas "Energy" by PINERGY and is connected to a supply under a Deemed Contract
- c. A Deemed Contract will commence on the date you take Energy supply from PINERGY
- d. The Terms of a Deemed Contract constitute an agreement for the supply of Energy between you and PINERGY.

- e. Customers supplied under a Deemed Contract are free to enter into a contract of supply with PINERGY or with another supplier
- f. Where a Deemed Contract is in place, it will continue until you register and enter into a new contract with PINERGY or you enter into a contract with another provider.
- g. Under a Deemed Contract you will be charged PINERGY Standard rates and you are responsible for the payment for the Energy supplied.
- h. Under a Deemed Contract we will issue bills or statements to your property based on actual or estimated meter readings which you are liable to pay.
- i. Where a premise is no longer subject to a contract of supply with PINERGY and is being supplied under a Deemed Contract, it will be at risk of disconnection.

15. Assignment

- a. You may not assign this Agreement without our prior written consent.
- b. Pinergy may, without your consent, assign, subcontract or transfer all or any part of the benefit of, and its (and Waterpower Engineering Limited's) rights and obligations under, this Agreement to any party.
- c. On assignment or transfer, Pinergy may (at its discretion) transfer to the transferee or assignee any Security provided by you in accordance with Condition 6 or refund it to you.

16. Notices

- a. Except for price change notices issued under Condition 6(c), we will have given you proper notice:
 - if we send the notice by post to your last known address; or
 - 2. if we address the notice to some or all customers in an advertisement in a national newspaper.

Notices may be included in any other communication we send you.

- b. You will have given us proper notice if you send the notice by post addressed to us at our principal office in accordance with Condition 17.
- c. All notices shall be deemed to have been received two days after the day on which they are posted or published.

17. Contact Details

Our Customer Service Department may be contacted at: Pinergy

Suite 1

Beaver House

Beech Hill Office Campus

Clonskeagh

Dublin 4

Ireland

D04 Y8X5

By telephone: 0818 363 749

By e-mail: customerservices@pinergy.ie Certain information as provided in the Conditions may also be obtained on our Website.

This contact information may be amended or varied from time to time. Up-to-date information in this regard will be displayed on our Website or communicated through the Budget Controller and In-Home Display.

18. Our Codes of Practice and Customer Charter

We have a Customer Charter and seven Codes of Practice covering Complaint Handling, Marketing and Advertising, Signup, Billing, Disconnection, PAYG metering and Budget Controllers and Vulnerable Customers which set out the way we do our business in each of these areas and the services and levels of service you can expect. These Codes of Practice and Customer Charter are available on our Website.

19. Data Protection Notice

a. In order that we may provide you with an effective service, it is necessary for us to collect and use data relating to you. This data is mainly used to manage your Customer Account and for operational reasons. In addition, data relating to you may be used for our own business purposes, including but not limited to, credit checking and market research. We may use the data relating to you to carry out credit checks and for fraud prevention with licensed agencies and fraud prevention agencies. This data may be recorded by these organisations to prevent fraud, help make credit decisions about you and for debt collection purposes. Your personal information may be transferred to the distribution system operator or equivalent organization for the purpose of maintenance, safety and operating supply to the premises. We may keep your data for a reasonable period after you cease to be supplied by us, but will not keep it for any longer than is necessary and/or as required by law.

b. We may also transfer any information in connection with Your Energy supply(ies) to the Supplier of Last Resort provided we receive a direction from the CER.

c. We may disclose your data to agents and service providers who act on behalf of us in connection with the activities referred to above. Such agents are permitted to use your data only as instructed by us. They are also required to keep your data safe and secure.

d. Occasionally, we may transfer your data to agents and service providers located outside of the European Economic Area (the “EEA”) in connection with the activities referred to in this Condition. However, we will ensure that appropriate contractual or other arrangements are in place with such providers, in accordance with applicable laws, to ensure your data remains adequately protected.

e. From time to time you may speak to our employees (or agents acting on our behalf) by telephone. To ensure that we provide a quality service, your telephone conversations may be recorded. We will treat the

recorded information as confidential and it will only be used for training/quality control, account management and customer satisfaction purposes or any other purposes consistent with these Conditions.

f. You have the right to ask for a copy of your personal data (we are entitled to charge a nominal administration fee for this). If you wish to avail of this right, you should submit a written request in accordance with Condition 17. If any of your details are incorrect or have changed, please let us know to allow us to correct our records.

g. In order to protect your privacy, you may also be asked to provide us with suitable proof of identification.

h. In the context of a sale or prospective sale of our assets or shares, we may disclose your personal data to the buyer or prospective buyer of our assets or shares.

i. Once the sale is complete, we will transfer to the buyer any data relating to you, including but not limited to, any marketing preferences expressed by you in accordance with Condition 20.

j. You may opt out of sharing detailed usage information with Pinergy. If you opt out, you understand that not all the features of the Pinergy smart meter service will be available to you. You will not be able to access features that let you track how your electricity usage increases and decreases at different times of the day and you will not receive tailored energy saving advice that descends on this data.

20. Marketing

We, and/or third parties acting on our behalf would like to contact you, from time to time, by text message, e-mail, post, telephone or in person with information about products or services (relating to electricity, gas or other products and services) offered by us or other third parties which may be of interest to you.

If you tick the relevant box in the Customer Agreement you will have indicated that you are happy to receive such information.

21. General

- a. The headings in this Agreement are for convenience only and will not affect its interpretation.
- b. If we waive a breach of this Agreement by you, that waiver shall not be considered to be or include a waiver of any previous or subsequent breach by you of the same or any other provision.
- c. If a competent authority determines that any provision of this Agreement is invalid or unenforceable in whole or in part, the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected by that determination.
- d. Where you are more than one person or entity, each such person or entity is jointly and severally liable for your obligations under this Agreement.

22. Events Beyond Our Control

We will not be obliged to carry out any of our obligations under this Agreement if we are prevented from doing so by any cause beyond our reasonable control. This includes, but is not limited to, failure or shortage of power supplies, transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, accident, breakdown of plant or machinery, civil unrest, strike, lock-out, labour shortage or labour dispute, order, rule, regulation or direction of the Government, an emergency services organisation or any other competent authority or other legal obligations, fire, flood and acts or omissions by third parties for which we are not responsible.

23. Emergency Response Service

- a. The emergency response service is operated by the DSO 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 or may be obtained by contacting us in accordance with Condition 17.

24. Governing Law

This Agreement shall be governed by the laws of Ireland. The Irish Courts shall have exclusive jurisdiction in respect of any disputes arising in connection with this Agreement.

25. Entire Agreement

The Customer Agreement, these conditions and any document referred to in these Conditions contain the entire agreement between us and you in relation to the subject matter of this Agreement. If you tick the relevant box in the Customer Agreement indicating that you want us to carry out a LED Retrofit, then the Attachment to these Conditions also forms part of the Agreement.

Attachment to Conditions – LED Supply and LED Retrofit

If you tick the relevant box(es) in the Customer Agreement indicating that you want to be provided with a LED Supply or indicating that you want to be provided with a LED Supply and a LED Retrofit, then the following conditions will apply:

(A) If you tick the relevant box for a LED Supply we will procure on your behalf and supply to you the number and type of LED light bulbs that are specified in the Customer Agreement (a “LED Supply”).

(B) If you tick the relevant boxes for a LED Supply and a LED Retrofit we will perform the LED Supply and we will install such LED light bulbs at your Premises at a time agreed with you and in accordance with Condition 5 (a “LED Retrofit”).

(C) The Conditions will be amended and supplemented as follows:

(1) The following shall be inserted as new definitions:

“LED Retrofit Charge” means the charge payable for the LED Retrofit, as more particularly described in the Customer Agreement”;

“LED Supply Charge” means the charge payable for the LED Supply, as more particularly described in the Customer Agreement”;

(2) The following provisions shall be inserted as a new clause 8(n):

*“Ownership of any LED light bulbs to be supplied to you as part of a LED Supply will not pass to you until the LED Supply Charge has been paid in full. The LED Supply Charge will be deducted from your Top-Ups in equal daily instalments of the amounts and over the period specified in the Customer Agreement, until the total LED Supply Charge has been paid in full. If the Agreement is terminated by you or us for any reason before the LED Supply Charge has been paid in full, then you will be required to pay the outstanding balance of the LED Supply Charge to us upon the effective date of termination of this Agreement. If you fail to do so, then without limiting any other rights or remedies we may have available to us at law, we reserve the right to require you to return to us all LED light bulbs for which we have not been paid in full and if you fail to do so promptly and in any event within 14 days of our request, then we reserve the right to enter the Premises to remove those **LED light bulbs**.*

The LED Retrofit Charge will be deducted from your Top-Ups in equal instalments of the amount specified in the Customer Agreement over a period of 24 months commencing beginning on the commencement date of this Agreement, until the total LED Retrofit Charge has been paid in full. If the Agreement is terminated by you or us for any reason before the LED Retrofit Charge has been paid in full, then you will be required to pay the outstanding balance of the LED Retrofit Charge to us upon the effective date of termination of this Agreement.”

(3) Clause 11(b) will be replaced with the following:

“You have the right to terminate this Agreement within the Cancellation Period without providing any reason. In the event that we have provided you with any LED light bulbs under a LED Supply within the Cancellation Period, you must return them to us at your own cost promptly and in any event within 14 days of notifying us that you are exercising your termination right under this Clause 11(b). In the event that you have expressly requested that we begin providing you with services under this Agreement within the Cancellation Period, including the Installation Service and/or the LED Retrofit, you shall be liable to pay an amount in proportion to the services that have been provided. Please note that if the Installation Service has been completed, you will be required to pay the full Installation Charge and/or if the LED Retrofit has been completed, you will be required to pay the full LED Retrofit Charge. If you would like to

exercise your right to terminate this Agreement within the Cancellation Period, please fill in the form included with your Customer Agreement or alternatively, notify us in writing that you are exercising your right to terminate this Agreement.”

Electricity Terms and Conditions for Pinergy Lifestyle Residential Customers

Application for general conditions

These are our standard conditions. By becoming a residential customer, you agree to accept and be bound by these conditions.

Interpretation: In these conditions, the words below have the following meanings:

“us”, “we” or “our” means New Measured Power Limited, a private limited liability company incorporated under the laws of Ireland (registered number 512606 and trading as Pinergy), licensed as an energy supplier by the Commission in relation to the supply of electricity to you;

“you”, “your” or “yourself” refers to the person who has entered into this Agreement as customer;

“Agreement” means the contract for the supply of electricity by us to you which includes the Customer Agreement and the Conditions, each as amended or supplemented by any special conditions which we may have agreed with you;

“Budget Controller and In-Home Display” means the device installed by us to record your payments and/or your electricity consumption

“Cancellation Period” means 14 days from the date that you enter into the Customer Agreement;

“Charges” means the amount(s) payable by you for: (a) the supply of electricity by us (b) any costs associated with the supply of electricity by us, and (c) any Pass-Through Charges;

“Commission” means the Commission for Regulation of Utilities which is the regulator for the electricity, natural gas and water sectors in Ireland and is established under the Electricity Regulation Act 1999 (as amended) ;

“Codes of Practice” means such code(s) of that name as are on our Website from time to time;

“Conditions” means our standard terms and conditions of supply of electricity to Pinergy Lifestyle residential customers as set out in this document ;

“Connection Agreement” means an agreement between you and the DSO pursuant to which you have the right for your installation to be, and to stay, connected to the electricity distribution system;

“Customer Account” means any account with us held in your name for the purposes of the supply of electricity or any other product or service,

“Customer Agreement” means the application form completed by you pursuant to which you agree to become our residential customer;

“Deemed Contract” A Deemed Contract is a legally enforceable agreement considered to have been made between PINERGY and the owner or occupier of this premises. A Deemed Contract is considered to have come into existence because the owner or occupier (after receiving notice from PINERGY and where the premises continue to be supplied with electricity by PINERGY) did not inform PINERGY that he or she continued to use the electricity supplied to the premises concerned after the previous contract for supply to the premises concerned had expired or was not cancelled when a previous owner or occupier vacated the premises or the new owner or occupier did not enter into a new contract of supply.

“DSO” means the Distribution Systems Operator, ESB Networks;

“Electricity Connection” means the connection between the electricity network and the Premises up to and including the Meter;

“Electricity Statement” means the annual statement detailing electricity supplied to, and payments made by, you during the year;

“Equipment” means the Pinergy Equipment together with the Other Equipment;

“EURIBOR” means the 3 month Euro Inter Bank Offered Rate or, where this ceases to be published, such appropriate replacement rate as we shall determine;

“Installation Charge” means the fee for the Installation Service as set out in the Tariffs;

“Installation Service” means the installation of the Budget Controller and In-Home Display at the Premises, as more particularly described in Condition 4(b);

“LED Retrofit” means the replacement of light bulbs within your Premises with LED light bulbs, as more particularly described in the Attachment to these Conditions;[should this be deleted?]

“LED Supply” means the supply of LED light bulbs to you, as more particularly described in the Attachment to these Conditions; [Delete as above?]

“Licence” means the license to supply electricity granted to us by the Commission ;

“Meter” means the electricity meter and related fittings and wires installed by and regularly read by the DSO to authoritatively ascertain the quantity of electricity supplied to the Premises;

“MRSO” means Meter Registration System Operator, a “ring-fenced” function within ESB Networks who is responsible for the Change of Supplier process in the competitive electricity market;

“Other Equipment” means your Meter, supplied by DSO, together with any other meters, electrical plant, electricity lines and all other apparatus at the Premises used to deliver, measure and control electricity, but excluding any Pinergy Equipment;

“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 Energy to the Supply Point(s)

including, but not limited to, transportation and distribution use of system charges by the Electricity Distributor and VAT;

“Pinergy” means New Measured Power Limited, a private limited liability company with registered office at Riverside One, Sir John Rogerson’s Quay, Dublin 2, incorporated under the laws of Ireland (registration number 512606);

“Pinergy Equipment” means the Pinergy Equipment consisting of the Budget Controller and In-Home Display

“Premises” means the premises specified by you at the time of entry into this Agreement and to which electricity is to be supplied in accordance with the terms of this Agreement or such other premises as may be notified by you to us and accepted by us from time to time ;

“Smart Meter” means a budget controller that may be supplied by Pinergy which provides advanced features and that is capable of recording half-hourly usage data and contains a mobile SIM card. Provided there is adequate mobile network coverage, this allows us to communicate directly with the meter for a number of purposes, including technical monitoring; updating your tariff; deducting a charge; sharing information about your electricity usage.

“Siteworks” means any works carried out by the DSO in relation to your electricity supply and any other piece of work as set out in the DSO’s site works charges including, but not limited to the provision, installation, repair, maintenance, withdrawal or reinstatement of electricity supply or the Meter or equipment used in supplying electricity to the Premises;

“Start Date” means the date on which supply of electricity to the Premises under this Agreement will commence as communicated to you by us or our agent;

“Tariffs” means our list of current prices and the pricing structure applicable to each, as available on our Website as varied by us from time to time;

“Vulnerable Customers” means those customers who register with us as being elderly, dependent on electrical medical equipment, or who have hearing, sight or mobility difficulties and for whom we have special services. There are two types of Vulnerable Customer:

Priority Services Customer is critically dependent on electrically powered equipment, which shall include but is not limited to life protecting devices, assistive technologies to support independent living and medical equipment, or

Special Services Customer is particularly vulnerable to disconnection during winter months (1st November to the 31st March), for reasons of advanced age or physical, sensory, intellectual or mental health.

These customers will be registered by themselves or Us on the priority services register or special services register as appropriate;

“Website” means the means pinergy.ie, or any replacement website located at a URL designated by us from time to time.

References in the Conditions to a document shall be construed as references to such document as amended or replaced from time to time.

2. Supply of Electricity

a. We will, subject to the Agreement, sell and supply electricity to you at the Premises from the Start Date which will only occur once:

we have authorization under our Licence;

we agree to accept you as a customer under this Agreement;

if you occupy the Premises as a tenant, you have certified to us in the Customer Agreement that your landlord (to include any head or superior landlord) has consented to the installation of the Equipment

and to the supply of electricity by us to the Premises;

all necessary equipment, including the Budget Controller and In-Home Display, has been installed;
and

if applicable, we have been notified by the MRSO that the transfer of your electricity supply to us is successfully completed.

Subject to the payment by you of the relevant Charges, the sale and supply of electricity will continue until the Agreement is terminated by either you or us in accordance with Conditions 10 and 11.

You must provide us with your contact details e.g. Name, address, landline or mobile number and we may use these details to contact you in relation to your account.

All of the information you give to us must be truthful and accurate. You must tell us about any changes to this information as soon as possible.

We will process your application and notify you of the time and date on which your Budget Controller and In-Home Display is to be installed.

You cannot extend your electricity supply to someone who we or DSO would consider to be a separate customer.

We accept no responsibility for the adequacy, safety or other characteristics of your pre-existing electrical installation.

3. Change of Supplier

Where we take over as supplier to your Premises:

you will give us a Meter reading for the Start Date or allow our installers or the DSO to obtain an actual Meter reading at the Premises; and

Customers will not be charged for changing supplier. (For the avoidance of doubt an exit charge will be applied for early termination of a contract).

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 Commission for Energy Regulation. If we decide not to carry out the switch because of arrears, we will tell you in writing.

If You are Our customer and you wish to change to another Energy supplier and You have Arrears greater than the level set by the Regulator, a debt flag will generate on Your account. This debt flag will inform the acquiring supplier that You have Arrears greater than the levels set by the Regulator.

4, Budget Controller and In-Home Display

The Budget Controller (and In-Home Display together with the Meter To be) will govern your electricity consumption

We will perform the Installation Service at the Premises at a time agreed with you and in accordance with Condition 5. The Installation Charge, which applies to our provision of the Installation Service, will be waived by us in the event that you remain our customer for more than 30 days and provided that you have complied with your obligations under this Agreement.

If we or you discover that any Budget Controller (and In-Home Display) reading has been inaccurate or omitted, or the readings have not been converted into Charges correctly, we or you, as the case may be, must pay any money that is due in order to correct for such errors or inaccuracy (such payment to be made within 28 days of the notification to you or us in writing of the error or inaccuracy).

The Budget Controller (and In-Home Display) will at all times remain our property and you will have no rights or interest in it. This item must be used in accordance with our instructions and terms and conditions.

5. Access and Siteworks

Under no circumstances shall you prevent or unduly delay our authorised persons or DSO authorised persons from obtaining safe, free and unrestricted access to the Premises for the purposes of reading or inspecting the Meter, suspension, disconnection or reconnection of electricity supply, removal of

Equipment or for all other purposes, without limitation, in connection with this Agreement and the supply of electricity. Such entry is to be permitted at all reasonable times and at any time in case of any emergency or network emergency.

All equipment and installations from the distribution network, up to and including the Meter belong to the DSO and must be used in accordance with the DSO's instructions and terms and conditions. We have no responsibility for maintaining the Meter or any metering equipment or associated wiring.

You agree to be bound by any terms or conditions given to you by the DSO or by us on behalf of the DSO regarding your Electricity Connection and any related matters.

You are responsible at all times for having have due care towards the Equipment and the Meter. You will not remove, interfere with or damage or allow any removal, interference with or damage to the Equipment or the Meter, whether for repairs or for any other purpose without our consent and shall notify us promptly of any defect in the Equipment or the Meter or if any alteration or other attention is required. You are responsible at all times for having have due care towards the Equipment. You will not remove, interfere with or damage or allow any removal, interference with or damage to the Pinergy Equipment or the Other Equipment, whether for repairs or for any other purpose without our consent and shall notify us or DSO promptly of any defect in the Pinergy Equipment or other equipment or if any alteration or other attention is required.

You may request the DSO to carry out Siteworks at the Premises.

We may request that Siteworks be carried out at the Premises, including but not limited to, the servicing of the Equipment, suspension, disconnection or reconnection of electricity supply or servicing of the Meter.

The DSO (and when appropriate we) will inform you at the time that you request the Siteworks of the cost and payment terms in respect of the Siteworks. If the DSO suspends, disconnects or reconnects your electricity supply or repositions your Meter this will be charged to you. In the event that we need to suspend, disconnect or reconnect your Budget Controller and In-Home Display we may make a reasonable charge, calculated in the manner set out in our Tariffs.

You must pay all costs, charges and fees (including VAT) associated with Siteworks whether requested by you or by us. This includes any costs incurred as a result of the cancellation of the Siteworks by you or because of your default. If the DSO visits the Premises to carry out the Siteworks at a time agreed with you, but is unable to do so, ESB Networks may charge you a missed appointment charge.

Necessity for mobile communication: If you have a Smart Meter, the electricity meter is intended to automatically communicate with Pinergy. Pinergy Smart Meters require mobile network coverage in order for all its features to work correctly. You must not interfere with the meter in any way that would cause it to lose mobile network coverage.

6. Tariffs

The prices offered by us are based on our Tariffs, which may be varied by us from time to time.

Our Tariffs are displayed on our Website or may be obtained by contacting us in accordance with Condition 16.

We are entitled to change the price of electricity and pass through any variation to the Pass-Through Charges charged by us once we have informed you of such change. We will give you thirty days' notice in advance in writing by letter, email or a notice in at least one national newspaper. We may, at our discretion, also publish the price change in any national daily newspaper. Any such notice or advertisement will state the date on which the price change will become effective.

From time to time, we may (at our sole discretion) offer certain specified categories of customers (which may or may not include you) special tariffs for certain periods of time as determined by us.

7. Payments and charges

The Charges payable by you for electricity are based on consumption at the Premises, measured in kWh by the Meter and calculated in accordance with our Tariffs. In addition to consumption charges, the following charges, which are levied on a daily basis, will also apply:

- 1) applicable standing charge;
- 2) Public Service Obligation (PSO) Levy; and
- 3) prepayment service charge.

Details of the above charges are set out in our Tariffs. All of the above charges (including VAT) are paid in advance by purchasing Top-Ups.

Pinergy Lifestyle tariffs are calculated based on estimated consumption over a twelve (12) month (or shorter) period. You will pay an equal amount each month for Your Energy (by direct debit or by any other payment method agreed by Us), Every quarter, We may change the monthly amount payable by You and/or the number of months for which You pay following a review of Your actual Energy usage from your Smart Meter. You will be liable for any costs associated with this recalculation of Your bills or statements.

We will send you a monthly (unless alternative arrangements have been agreed with You) Electricity Statement which will specify your consumption, the Charges payable according to your consumption and the payments made by you during the preceding month.

If any Pass-Through Charges are levied on us by the DSO or a third party in connection with your electricity supply, we will recoup the cost from your future payments or, with your agreement, by other means.

If any Charges or other sums payable under the terms of this Agreement are not recouped within 13 weeks from payments or other means, we may charge you interest on the outstanding balance at the rate of 4% points per annum above the current EURIBOR. You shall also be liable to us in respect of any costs incurred by us in relation to the recovery of overdue payments.

You must pay for the electricity you use via debit Card, credit card or direct debit. If You do not provide or withdraw a direct debit instruction or You fail to pay by one of the payment methods agreed by Us, We may change the frequency of Your bills or statements and alter the Prices. If you

pay by direct debit, we will send you a pre-notification message up to fourteen (14) days prior to the date that We will request payment from your bank. This pre-notification will notify you clearly of the amount(s) and date(s) of the payments to be made by You. You will receive this pre-notification in accordance with a format agreed with You (ie via text, email, post).

If any of your payments are returned by your bank as being unpaid, You agree and acknowledge that We will be permitted to make representation to your bank for the amount of the unpaid direct debit(s) within 7 days of the notification of return by Your bank.

If you bypass the budget controller or otherwise obtain electricity without paying for it, we are entitled to recoup from you the amount that is due. We may at our discretion recoup the amount from your next payment or over a number of subsequent payments.

If you bypass the budget controller or otherwise obtain electricity without paying for it, we will also recoup any costs we incur in uncovering this activity and in recouping the amount that is due.

If you in good faith dispute any Charge or other sum payable under this Agreement, no payment of the disputed sum will be required to be made until such dispute is settled or otherwise determined. In the interim, you must pay all other charges and any other sums falling due under this Agreement in an ordinary way. Once the dispute is settled or determined we will pay any amount that is still owned by us or, as the case may be, you must pay us any amount owed by you.

Without prejudice to the provisions of Condition 5, if you make an appointment and cannot keep it, you must let us know by midday the day before, or we may charge you a Missed Appointment Charge as set out in our Tariffs.

If you dispute the accuracy of the Meter supplied to you by the DSO and if it is tested at your request and found to be sufficiently accurate under the applicable legislation you must pay the Meter Test Charge imposed by DSO and set out in our Tariffs.

If you request a visit to the Premises to check the Budget Controller we may charge a call out charge which is listed in our Tariffs.

You must pay all Charges and fees and any other sums falling due under this Agreement (plus VAT) in full. Part-payment will not release you from your obligation to pay the outstanding portion of any

such sums.

If You experience any difficulty in paying the amounts due to Us under the Agreement, please Contact Us immediately so that We can provide advice, and where appropriate, agree a payment plan, or other arrangements with you. You can contact Our Customer Service Department using the details set out in clause 17. Provided that We have complied with our Code of Practice on Billing and Our Code of Practice on Disconnections, We may disconnect Your Energy supply and recover from You any costs reasonably incurred by Us in doing so. You will also be required to pay us the cost of disconnection and subsequent reconnection (if any) in the event that Our criteria are not met.

If you have an account with us at any other premises, we may transfer any credit or debit between your accounts in order to recover any money you owe us.

8. Services for Vulnerable Customers

We may provide certain services to Vulnerable Customers in relation to their electricity usage. Information on these services, and how to register, is available in our Codes of Practice. To view our Codes of Practice, please see our Website.

The Commission has put in place rules that Vulnerable Customers cannot be disconnected in winter months, however, by entering this Agreement, you understand that your electricity supply will go off in circumstances where you do not purchase sufficient Top-Ups.

You should note that the Commission has stated that pre-payment electricity supply is not suitable for all customers. We will not agree to supply pre-payment electricity to customers in circumstances where we, in our sole discretion, are of the view that such supply is unsuitable. Any services we provide to Special Services Customers shall be carried out in accordance with the rules the Commission has put in place.

9. Our Liability

As your electricity supplier, we will not be liable to you for any loss or damage caused by or arising directly or indirectly from the supply of (or any failure to supply) electricity to the Premises or the Equipment.

We will not be liable to you under this Agreement in contract, tort (including negligence) or otherwise for any indirect damages, consequential or economic loss, any loss of revenue, business, contracts, predicted savings or profits suffered by you arising from or in connection with this Agreement.

We will not have any liability howsoever arising in respect of, or in connection with, any failure of the services provided by the DSO, any Siteworks or your Electricity Connection.

If any exclusion or other condition in this Agreement is invalid for any reason and we become liable to you for loss or damage that could otherwise have been excluded or limited, our liability will be limited to a sum equal to the total amount of the Charges, Top-Ups and other payments which we received from you in connection with this Agreement.

You are fully liable for the electricity installation at the Premises and for any electrical equipment or appliance connected to such installation and we accept no responsibility in this regard.

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

10. Duration and Your Right to End the Agreement

This Agreement shall come into force on the date specified in your Customer Agreement and, subject to the other terms of the Agreement, shall continue in force for the period as set out in your customer agreement from that date unless or until terminated by either party in accordance with the Agreement. Thereafter, unless the Agreement is terminated or it is otherwise agreed between us and you in writing, this Agreement shall be deemed to be renewed for successive one-month periods. If you terminate this agreement after the cancellation period, but before the termination of your contract you maybe be liable to termination fees as set out in our Tariffs. If you require your site to be disconnected or re-connected as part of a termination or renewal of your agreement, disconnection and re-connection charges will apply.

We will write to you at least 30 days but not more than 60 days ahead of the expiration of your contract to inform you that your contract is due to terminate, the estimated annual bills based on the current and proposed tariff and terms and conditions of supply after the termination date. In addition, we will write to customers who remain on the same tariff for a period of 3 years, alerting them to that fact and to review their contract.

You have the right to terminate this Agreement within the Cancellation Period without providing any reason. In the event that you have expressly requested that we begin providing you with services under this Agreement within the Cancellation Period, including the Installation Service, you shall be liable to pay an amount in proportion to the services that have been provided. Please note that if the Installation Service has been completed, you will be required to pay the full Installation Charge. If you would like to exercise your right to terminate this Agreement, please fill in the form included with your Customer Agreement or alternatively, notify us in writing that you are exercising your right to terminate this Agreement.

If you wish to change the Premises to which this Agreement relates or wish to terminate this Agreement, you must provide us with 14 days' notice by telephone or by writing (in accordance with Condition 16) and pay the Charges due for all electricity used up to the date of such change or termination and pay any other Charges and fees in our Tariffs or for any services that we have agreed to provide to you under this Agreement. Following receipt of this notice or upon receipt of the appropriate market message, we will confirm the termination and subsequent change in the status of your account with you.

We will refund any credit (as set out in the accompanying energy statement) remaining on your Budget Controller and In-Home Display by cheque or credit transfer within 14 days of the date of termination under Condition 10(d)

You will remain liable for any electricity used on the Premises until the 14 days' notice given under Condition 10(d) has expired.

In the event that you do not comply with the requirements of Condition 10(d), you will remain liable for any electricity used at the Premises until supply is withdrawn or a new account is opened at the Premises.

The termination of the Agreement will not affect any rights or duties which have accrued to you or us before that date.

Where the Agreement is terminated under Condition 10(d), a Removal Charge, as set out in our Tariffs, will apply if the Agreement is terminated within the first 12 months of the Agreement.

11. Our Right to Withdraw Electricity Supply and Terminate the Agreement

Provided we have followed the procedures set out in our Codes of Practice, we may withdraw your electricity supply and terminate the Agreement:

on giving you three months' notice in writing where the continuation of the supply of electricity to your Premises is no longer economically viable;

if you fail to pay any monies due by you under this Agreement;

without notice, if the DSO informs us that your installation or use of electricity interferes with the distribution system or disturbs other customers;

without notice if we consider, or if an emergency response service or the DSO informs us, that there is any risk of injury to persons or property as a result of any defects or suspected defects in the electrical network, the Equipment or related installations or your electrical installation including any apparatus connected to it, or if we consider that the Pinery Equipment has been interfered with by an unqualified person or that any changes to the Pinery Equipment have not been certified by that qualified person in accordance with prevailing electricity safety regulations;

without notice, if a last resort supply direction is given to another supplier in respect of the Premises and the Contract will end on the date that the direction takes effect;

if you do not meet all of your obligations under this Agreement or the Connection Agreement and fail to remedy the situation within a reasonable period of time of being notified of the breach, having regard to the nature of the breach;

If you have obtained electricity from us without paying for it or if you have interfered with the Equipment in any way

if you become a bankrupt, insolvent, have a receiver, liquidator or examiner appointed to you, enter into an arrangement with your creditors or are subject to any similar, analogous or replacement process whether in Ireland or any other jurisdiction;

if we are required to do so by law, including but not limited to, in circumstances where we no longer have a Licence to supply electricity to the Premises;

if your Connection Agreement ends;

it is no longer practical to supply electricity for reasons outside our control; or

at our discretion in circumstances where you have asked us to terminate the Agreement.

The termination of the Agreement will not affect any rights or duties which have accrued to you or us before that date. Following the termination of the electricity supply to the Premises, we will remove the Budget Controller and In-Home Display and shall levy a Removal Charge as set out in our Tariffs.

Where the supply of electricity is withdrawn due to your default, you will pay us all expenses reasonably incurred in relation to the disconnection and reconnection of electricity supply as set out in our Tariff.

For the avoidance of doubt where you, in our reasonable opinion, are found to have breached Condition 5(d) and/or Condition 11(a)(8), we may immediately withdraw your electricity supply and terminate the Agreement.

12. Complaints

You may make a complaint in relation to any issue arising under the Agreement by contacting our Customer Complaints Team:

Pinery

Suite 1

Beaver House

Beech Hill Office Campus

Clonskeagh

Dublin 4

Ireland

D04 Y8X5

or by email at complaints@pinergy.ie

or by telephone at 1850 945 020

Any such complaints will be reviewed by us in accordance with our Code of Practice covering Complaint Handling.

13. Variation of General Conditions

We may amend, vary or add to these Conditions at any time on giving you thirty days' notice by any two of the following methods; website, mass media, SMS text message, email, letter, or notification on a top-up voucher. This notice will indicate where you may view or obtain a copy of the new Conditions. If any variation, addition or amendment is unacceptable to you, you may terminate the Agreement in accordance with Condition 10(c) (the unvaried Conditions applying during the 14-day notice period under Condition 10(c)) otherwise you will be deemed to have accepted the new Conditions. We will provide you with a copy of the amended terms and conditions of supply at least 28 days before they come into effect.

14. Deemed Contracts

These terms are applicable where a Deemed Contract is in place

A Deemed Contract will be in place where a premise is no longer subject to a contract for supply of electricity by PINERGY and is connected to a supply under a Deemed Contract

A Deemed Contract will commence on the date you take Energy supply from PINERGY

The Terms of a Deemed Contract constitute an agreement for the supply of Energy between you and PINERGY.

Customers supplied under a Deemed Contract are free to enter into a contract of supply with PINERGY or with another supplier

Where a Deemed Contract is in place, it will continue until you register and enter into a new contract with PINERGY or you enter into a contract with another provider.

Under a Deemed Contract you will be charged PINERGY Standard rates and you are responsible for the payment for the Energy supplied.

Under a Deemed Contract we will issue bills or statements to your property based on actual or estimated meter readings which you are liable to pay.

Where a premise is no longer subject to a contract of supply with PINERGY and is being supplied under a Deemed Contract, it will be at risk of disconnection.

15. Assignment

You may not assign this Agreement without our prior written consent.

Pinergy may, without your consent, assign, subcontract or transfer all or any part of the benefit of, and its (and Waterpower Engineering Limited's) rights and obligations under, this Agreement to any party.

On assignment or transfer, Pinergy may (at its discretion) transfer to the transferee or assignee any Security provided by you in accordance with Condition 6 or refund it to you.

16. Notices

Except for price change notices issued under Condition 6(c), we will have given you proper notice:

if we send the notice by post to your last known address; or

if we address the notice to some or all customers in an advertisement in a national newspaper.

Notices may be included in any other communication we send you.

You will have given us proper notice if you send the notice by post addressed to us at our principal office in accordance with Condition 17.

All notices shall be deemed to have been received two days after the day on which they are posted or published.

17. Contact Details

Our Customer Service Department may be contacted at:

Pinerogy

Suite 1

Beaver House

Beech Hill Office Campus

Clonskeagh

Dublin 4

Ireland

D04 Y8X5

By telephone: 0818 363 749

By e-mail: customerservices@pinergy.ie

Certain information as provided in the Conditions may also be obtained on our Website.

This contact information may be amended or varied from time to time. Up-to-date information in this regard will be displayed on our Website or communicated through the Budget Controller and In-Home Display.

Our Codes of Practice and Customer Charter

We have a Customer Charter and seven Codes of Practice covering Complaint Handling, Marketing and Advertising, Signup, Billing, Disconnection, PAYG metering and Budget Controllers and Vulnerable Customers which set out the way we do our business in each of these areas and the services and levels of service you can expect. These Codes of Practice and Customer Charter are available on our Website.

Data Protection Notice

In order that we may provide you with an effective service, it is necessary for us to collect and use data relating to you. This data is mainly used to manage your Customer Account and for operational reasons. In addition, data relating to you may be used for our own business purposes, including but not limited to, credit checking and market research. We may use the data relating to you to carry out credit checks and for fraud prevention with licensed agencies and fraud prevention agencies. This data may be recorded by these organisations to prevent fraud, help make credit decisions about you and for debt collection purposes. Your personal information may be transferred to the distribution system operator or equivalent organization for the purpose of maintenance, safety and operating supply to the

premises. We may keep your data for a reasonable period after you cease to be supplied by us, but will not keep it for any longer than is necessary and/or as required by law.

We may also transfer any information in connection with Your Energy supply(ies) to the Supplier of Last Resort provided we receive a direction from the CRU.

We may disclose your data to agents and service providers who act on behalf of us in connection with the activities referred to above. Such agents are permitted to use your data only as instructed by us. They are also required to keep your data safe and secure.

Occasionally, we may transfer your data to agents and service providers located outside of the European Economic Area (the “EEA”) in connection with the activities referred to in this Condition. However, we will ensure that appropriate contractual or other arrangements are in place with such providers, in accordance with applicable laws, to ensure your data remains adequately protected.

From time to time you may speak to our employees (or agents acting on our behalf) by telephone. To ensure that we provide a quality service, your telephone conversations may be recorded. We will treat the recorded information as confidential and it will only be used for training/quality control, account management and customer satisfaction purposes or any other purposes consistent with these Conditions.

You have the right to ask for a copy of your personal data (we are entitled to charge a nominal administration fee for this). If you wish to avail of this right, you should submit a written request in accordance with Condition 17. If any of your details are incorrect or have changed, please let us know to allow us to correct our records.

In order to protect your privacy, you may also be asked to provide us with suitable proof of identification.

In the context of a sale or prospective sale of our assets or shares, we may disclose your personal data to the buyer or prospective buyer of our assets or shares.

Once the sale is complete, we will transfer to the buyer any data relating to you, including but not limited to, any marketing preferences expressed by you in accordance with Condition 20.

You may opt out of sharing detailed usage information with Pinergy. If you opt out, you understand that not all the features of the Pinergy smart meter service will be available to you. You will not be able to access features that let you track how your electricity usage increases and decreases at different times of the day and you will not receive tailored energy saving advice that descends on this data.

20. Marketing

We, and/or third parties acting on our behalf would like to contact you, from time to time, by text message, e-mail, post, telephone or in person with information about products or services (relating to electricity, gas or other products and services) offered by us or other third parties which may be of interest to you.

If you tick the relevant box in the Customer Agreement you will have indicated that you are happy to receive such information.

21. General

The headings in this Agreement are for convenience only and will not affect its interpretation.

If we waive a breach of this Agreement by you, that waiver shall not be considered to be or include a waiver of any previous or subsequent breach by you of the same or any other provision.

If a competent authority determines that any provision of this Agreement is invalid or unenforceable in whole or in part, the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected by that determination.

Where you are more than one person or entity, each such person or entity is jointly and severally liable for your obligations under this Agreement.

22. Events Beyond Our Control

We will not be obliged to carry out any of our obligations under this Agreement if we are prevented from doing so by any cause beyond our reasonable control. This includes, but is not limited to, failure or shortage of power supplies, transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, accident, breakdown of plant or machinery, civil unrest, strike, lock-out, labour shortage or labour dispute, order, rule, regulation or direction of the Government, an emergency services organisation or any other competent authority or other legal obligations, fire, flood and acts or omissions by third parties for which we are not responsible.

23. Emergency Response Service

The emergency response service is operated by the DSO on behalf of all customers.

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

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 or may be obtained by contacting us in accordance with Condition 17.

24. Governing Law

This Agreement shall be governed by the laws of Ireland. The Irish Courts shall have exclusive jurisdiction in respect of any disputes arising in connection with this Agreement.

Entire Agreement

The Customer Agreement, these conditions and any document referred to in these Conditions contain the entire agreement between us and you in relation to the subject matter of this Agreement. If you tick the

relevant box in the Customer Agreement indicating that you want us to carry out a LED Retrofit, then the Attachment to these Conditions also forms part of the Agreement.