# Prepay Power

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

 Who the Contract is between
 This Contract (the "Contract") is between you and us.
 We are PrepayPower Limited (" PrepayPower" or "PPP"), a L2. We are Prepay-Power Limited (\* Prepay-Power" or "PPP"), a company registered in Iteland with company number 467144. Our address is Paramount Court, Corrig Road, Sandyford, Dublin 18, D18 R9C7. Full contact details for Prepay-Power are set out in Section 21 of these Terms and Conditions. These Terms and Conditions govern the supply of gas and or electricity to Domestic Customers and Non-Domestic Customers. 13, You are the parson (Road) husiness what

**1.3.** You are the person/small business who:

You are the person/small business who:

 (a) agreed via our website, app, over the phone, by post, or in person to take a supply of energy from us; or
 (b) started taking a supply of energy from us;
 A. Some of the words and phrases used in the Contract have a special meaning. These are explained in section 23 (Glossary) at the end of these Terms and Conditions.
 Tontact is a legally binding agreement. Both you and we must comply with the Contract. We may take legal action against you if you do not.

must compy with the Contract. We may take legal action against you if you do not. **1.6.** Our Privacy Policy sets out the ways in which we process any information you provide us with. By agreeing to these Terms and Conditions, you are equally agreeing to the Privacy Policy which is available on our website and in writing upon request.

available on our website and in writing upon request. 2. What you agree to do 2.1. You promise that: (a) You are over 18 and can legally agree to enter into the Contract in respect of the supply of energy to the Premises; (b) You either live at or own the Premises; (c) On request from us, you shall confirm to us whether you are the owner or a tenant at the Premises. (d) If you are the landlord of the Premises, you will take reasonable stars to never us that you bring these Tarms and Conditions to the

steps to ensure that you bring these Terms and Conditions to the

steps to ensure that you bring these lerms and Cohattons to the attention of your tenants; (e) The Premises is connected to the energy network; (f) You have given us and will provide to us on request, accurate details about the Premises, the type of Meter of Record and if relevant any existing PAYG Meter installed by another Supplier at the Premises or existing PAP Meter(s), and the amount of energy used at the Premises;

(g) You will keep us up-to-date concerning your postal and email

(g) You will keep us up-to-date concerning your postal and email address and phone number;
 (h) You will provide us with all assistance and information required by us to enable us to become the registered supplier of energy at the Premises and to continue to supply you with nergy at the Permises.
 (i) On request from us you shall provide us with accurate readings in respect of the PPP Meter(s), Meters of Record and any existing PAYG Meter at the Premises.
 (j) You shall allow us, GNI, ESBN, or any other person nominated by us conforces to the Parmises:

(I) You shall allow us, GNI, ESBN, or any other person nominated by us, safe access to the Premises: I. at all reasonable times during the term of the Contract for any reason that relates to the supply of gas or electricity to you or that relates to the relevant PPP Meter(s) or Meters of Record, including the need to inspect, read, install, operate, test, calibrate, maintain, repair, renew, remove and/or disconnect the PPP Meter(s) or Meters of Constructions. of Record:

II. At all reasonable times after this Contract terminates to remove the PPP Meter(s);
III. At any time in the case of an emergency.
2.2. We have entered into the Contract in reliance on the infor-

III. At any time in the case of an emergency.
2.2. We have entered into the Contract in reliance on the information provided by you in your application, which you confirm is accurate. If this information changes significantly you must tell us.
2.3. You hereby represent and warrant that you have obtained all necessary and appropriate consents, permissions and authorisations (including, but not limited to, your landlord's consent, where relevant) in order to grant to us all rights required by us in order to supply energy to the Premises, including, without limitation to inspect, read, install, operate, test, calibrate, replace, maintain, repair, renew, remove and/or disconnect the PPP Meter(s) at the Premises.
2.4. If any PPP Meter(s) or a therwise that us out by the other than in a clean and marketable condition. You agree that we are to be reimbursed for any such costs and we may collect funds to cover these costs by charging you directly, or by us setting a prior charge on your meter to recoup the amount of any invoices outstanding on your account.
2.5. It is your responsibility to pay due care and attention to the Usage of the relevant PPP Meter(s) and the Meters of Record. You shall ensure that the relevant PPP Meter(s) and the Meters of Record. You shall ensure that the relevant PPP Meter(s) and the Meters of Record are not damaged or interfered with, whether for repairs or any outer purpose.
2.6. You shall immediately notify us and/or GNI and/or ESBN, as relevant, where you have reason to believe there has been any such damage or interference. We reserve the right to charge you for a currence. such damage or internet network reserve the ingit to charge you for all reasonable costs incurred by us (or our agent/s) in visiting the Premises and for any work that we or our agent/s may need to carry out in relation to PPP Metro(s) that have been damaged or interfered with in breach of this Clause 2.6. 2.7. Tampering or interference of any sort with the relevant PPP Meter(s) or Meters of Record, including any related apparatus or components, poses serious risks to the health and safety of the occurrents and those in the surrounding area Interference of any

components, poses serious risks to the health and safety of the occupants and those in the surrounding area. Interference of any sort to the safe supply of gas and or electricity is a ariminal offence and may result in prosecution. **28.** When you use PPP Meter(s), it is your responsibility to ensure that all items pertaining to such PPP Meter(s) are kept safe and se-cure. This includes, but is not limited to, the plastic Top Up cards and / or any credit purchased which may be misplaced or lost prior to its application on the relevant PPP Meter(s). PPP will not be responsible for any lost, misplaced, or damaged Top Up cards purchased. (a) Charges for replacement Gas Top Up cards are subject to pricing as stipulated by GNI and may be purchased in any approved vendor 's outlet.

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

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

210. While we will provide emergency credit to you (details of which are on our website), we recommend that you always keep your PPP Meter(s) in credit. For example, if you leave home for a number of days, you must remember to have credited your PPP Meter(s). This

days, you must remember to have credited your PPP Meter(s). This is because your credit is used to discharge daily charges as well as your Usage. If you don't charge your PPP Meter(s) before you go oway, your credit may run out and any appliance you have left on (e.g. freezers) may switch off. We will not have, and hereby disclaim any liability (of whatsoever nature) for your failure to keep your PPP Meter(s) in credit. **21.1** By entering into this Contract you have agreed to keep your PPP Meter in credit and if you do not, understand that standing charges will accrue. If non-payment for whatever reason results in a significant debt on your PPP Meter or iyou fail to allow us to install a PPP Meter after signing up to these Terms and Conditions, we can initiate disconnection of your energy supply to your Premises. Your payments will be allocated to the particular fuel (being gas or electricity) to which they relate and in the event of non-payment we may only disconnect the fuel to which that non-payment treates. Your account may display a debt flag in the event that you have not Thay only account may display a debt flag in the event that you have not met our credit terms and choose to change to another Supplier. 212. You account and confirm that PPP reserves the right to charge you for all reasonable costs and/or Occasional Work Fees incurred in connection with the supply of energy to you. 213. You agree to able by the rules of any promotional offer appli-cable to the Contract that may be in place at the time of entering into the Contract.

into the Contract. 2.14. You agree that we may run a credit check on you from time

to time. **215.** In the event (i) Top Up is bought from an unlawful or unauthor-rised source, or using a form or method of payment that you or any individual providing such payment are not authorised to use; or (ii) there has been unauthorised use of energy or thetic of energy or fraud at the Premises then we reserve the right (without limiting any other there has been unauthorised use of energy or that of energy or traud at the Premises then we reserve the right (without limiting any other right or remedies we may have available to us at law) to re-charge your account for the full amount of such Top Up and such other costs we may incur as a result of such fraudulent activity. We will re-cover any amounts that we reasonably believe are due and owing to us or to any third party either involving you or by putting such level of prior charge on the PPP Meter as we see fibased on your Tariff, the Schedule of Service Charges and validated readings or estimates provided to us by GNI and/or ESBN, as relevant. For the avoidance of doubt, this Clause 2.15 applies not only to their of energy or fraud while we are your registered supplier of energy, but also prior to the date on which we became your registered supplier. Where, in our reasonable belief, Top Ups have been purchased with a credit card in respect of which you are not the authorised owner, we reserve the right to recharge your account for such unauthorised use. **2.16.** Where there has been a divergence of electricity consumption measured for whatever reason between the ESB Meter of Record and the relevant PPP Meter (other than for the reasons given in Clause **2.15** above), we will calculate your charges based on the confirmed readings from the ESB Meter of Record. We will refund or charge you the difference between the payments you have made and correct ESBN Meter of Record reading, taking into account the credit on your PPP Meter.

and correct LSBN Meter of Record reading, taking into account the credit on your PPP Meter. 2.17. For the avoidance of doubt, where the divergence is due to the operation of the ESB Meter of Record commencing in the period prior to the date on which we became your registered supplier of electricity, we will charge you any costs we incur or refund any pay-ment that we receive arising from the operation of the ESBN Meter of Becord during the parted. of Record during the period.

or record auring the period. 3. What we agree to do 3.1. We are responsible only for the supply of energy to the Premises at the PPP Meter(s). 3.2. We are not responsible for any faults or other problems with any equipment besides the PPP Meter(s). 3.3. We are not responsible for any pipes, fittings, plant, wires and colles equipment, and/cr appropriate used in connection with the

3.3. We are not responsible for any pipes, fittings, plant, wires and cables, equipment, and/or approtus used in connection with the supply of energy on your side of the Meter of Record or PPP Meter. It is your responsibility to ensure that they are maintained in good working order and safe condition at all times until the Contract ends.
3.4. Ownership of, and responsibility for, the energy will transfer to you at the point at which the Premises is connected to the network.
4. About the Contract
4. Nour Contract with us commences on the Commencement Date (as defined in Clause 4.9) and shall continue in force unless and until terminated by you or us in accordance with Clauses 7, 9.2 or 11 (i.e. is an "evergreen contract"). We will continue to charge you for the supply of energy until the Contract is terminated.
4.2. You acknowledge that, should you terminate the Contract during the It day cooling off/ cancellation period referred to in Clause 71. Be Initial Period, Other than during the 14 day cooling off/ cancellation period referred to in Clause 71. Be Initial Period, Other than during the 14 day cooling off/ also be required to repay any sign up credit previously allocated to

also be required to repay any sign up creat previously aucocated to you on a pro rata basis. **4.3.** You will not receive notice from us that the Initial Period has ended or that the Contract has been automatically renewed following expiry of the Initial Period. We will continue to charge your payment method until you actively terminate the contract pursuant to the terms of this Contract.

to the terms of this Contract.
4.4. You acknowledge that you have not relied on any statement or promise made by us which is not set out or referred to in the Contract. Additional terms may apply to additional products and services we have agreed to provide or supply to you from time to time.
4.5. You authorise us to obtain and use any information your previous Stupiler may have approvided to us about the supply of

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

## **PrepayPower Limited**

Terms and Conditions for the Supply of Electricity & Gas for domestic and non-domestic customers.

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

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

Contract. **4.8.** You have entered into the Contract by: (a) completing an application over the phone and verbally agreeing to these Terms and Conditions; (b) completing an application in front of one of our representatives and agreeing to these Terms and Conditions;

and agreeing to these Terms and Conditions; (c) completing a paper application and agreeing to these Terms and Conditions as part of the application and posting it to us; or (d) completing an application online and click that you accept these Terms and Conditions **4.9.** This Contract starts on the Commencement Date, which is when any item in Clause **4.8** occurs and we accept your application. **4.10.** If you are the owner of the Premises but the Meters of Record and the relevant PPP Meters will be used by, and the gas and or electricity will be supplied for use by, tenants in the Premises: (a) You understand that our Contract is with you alone and not with your tenants and, you as our customer and the counterparty to this Contract are responsible for actions of any user of our service at the Premises. It is agreed that our acknowledgement that tenants may be using our services at the Premises is not in any way a waiver or disclaimer of your obligation to comply with all provisions of this

may be using our services at the Premises is not in any way a waiver or disclaimer of your obligation to comply with all provisions of this Contract for its duration; and (b) You agree to take all steps necessary to bring the terms and conditions of this Contract to the attention of your tenants (including by providing a copy of this Contract to your tenant) and, where appropriate, to ensure that your tenancy agreement with such tenants contains provisions to ensure that they use the services in accordance with the provisions of this Contract; and (b) You agreended agree that your use liable and agree to (c) You acknowledge and agree that you are liable and agree to pay for all and any Charges at the Premises including any Charges incurred after the date of cessation of any tenancy arrangement which you have entered into with any tenants.
4.11. For the avoidance of doubt nothing in this Clause 4 confers a right on a landlord to fetter a tenant's right to freely choose an operand charge.

energy supplier. **4.12.** We will supply energy to the Premises from the Start Date,

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

2013; and (c) If we do not already supply the Premises, the transfer of your

(c) It we do not already supply the Premises, the transfer of your supply to us has been successful.
4.13. These Terms and Conditions apply to the exclusion of any other terms that you might try to include in the Contract, or which might otherwise be implied as a result of any trade, custom, practice or course of dealing.
4.14. You acknowledge that you are responsible for use of the ensure weighted to the previous of dealing.

4.14. Tou acknowledge that you are responsible for use of the energy supplied to the Premises pursuant to this Contract and that you will be responsible for payment of all charges and fees of whatseever nature lawfully incurred pursuant to this Contract until it is terminated in accordance with Clause 11 (Ending the Contract). If you cases to accupy the Premises you acknowledge that this does not relieve you of your legal obligations under this Contract and that such obligations shall continue in full force and effect (including but to this met to any fees and charges that accru is in this period) until in the pay fees and charges that accru is in this period) until and limited to any fees and charges that accru is in this period) until and limited the any fees and charges that accru is in this period) until and limited the any fees and charges that accru is in this period) until and limited the any fees and charges that accru is in the period) until and limited the accur fees the period limit accur is the period) until and the accur is the period limit.

such obligations shall continue in full force and effect (including but not limited to any fees and charges that accrue in this period) until such time as you effect termination in accordance with Clause **11** (Ending the Contract). **415**. Where you have been on the same energy tariff for three years or more, we will issue a written notification to you via post or email on an annual basis to prompt you to review your Contract with us to ensure that it remains suitable for your needs. **416** "Rebate" The company, at its absolute discretion may, from time to time, offer a limited reduction in cost of electricity supplied over the course of the contract to certain customers. Conditions attaching to such rebate will be determined solely by the company and are outlined in this section. Such rebate may be targeted at po-tential or specific customers in order to encourage such customers to join the company, remain customers of the company or to incentivise a customer to recruit additional persons to become customers of the company, or for any other reason at the sole discretion of the company a customer to recruit additional persons to become customers of the company, or for any other reason at the sole discretion of the compa-ny. For the avoidance of doubt, any reference to "bonus credits/ uselcome credits/sign-up credits/retention credits" in marketing/pub-licity material is a reference to a rebate. In order to avail of a rebate, it is conditional that the recipient is and remains a customer of the company for the Initial Period. In the event of the customer terminat-ing their agreement with the company before the expiry of the Initial Period, then, at the sole discretion of the company, the customer will be obliged to repary the amount of any rebate received during Period, then, at the sole discretion or the company, the customer will be obliged to repay the amount of any rebate received during the contract. For the avoidance of doubt, if the customer avails of the rebate they will be deemed to have accepted these terms and conditions. The amount of any rebate taken up by the customer will be reflected on the Annual Statement issued to that customer by the company as a reduction on the cost of electricity payable for the retatement axial.

### statement period. 5. Deemed Contracts

5. Deemed Contracts
5. Uhere we are the registered Supplier at a Supply Point, you are the occupier of the Premises and if you didn't enter into the Contract with us in any of the ways described above (in Section 4), you will be deemed to have accepted these Terms and Conditions under a Deemed Contract.
5.2. We will write to the Premises giving notice that a Deemed Contract is in given. The approximate that is the Deemed Contract. ontract

tract is in place. The commencement date for the Deemed Contract

tract is in place. The commencement date for the Deemed Contract will be the date of the notice. **5.3**. A Deemed Contract is automatically created by applicable energy legislation, fi: (a) you own or occupy the Premises; and (b) we supply energy to the Premises; and (c) we do not have a Contract with any other person for the supply of energy to the Decemise energy to the Premises

# Prepay Power

5.4. Where a Deemed Contract applies, these Terms and Conditions will apply to the supply of energy to the Premises, but: (a) the Contract will start in accordance with the applicable energy legislation;
9. Changing the Contract
9. Thom time to time we may vary these Terms and Conditions by providing you with no less than thirty (30) days' prior notice. We will notify you of these changes via our Website at https://www.

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

covered in Clause II. (c) any method or process used to calculate the consumption of electricity and gas for contracted customers will be applied to customers considered to be under Deemed Contract (d) we will confirm any other relevant details when we write to you to

confirm that a Deemed Contract has arisen. 5.5. In addition to the circumstances described elsewhere in the

5.5. In addition to the circumstances described elsewhere in the Contract, a Deemed Contract will end when you or someone else enters into another Contract for the supply of energy to the Premises (either with us or another Supplier) and there is no restriction on you entering into a contract with any other Supplier.
5.6. All other Terms and Conditions (including payment terms) will be as per the remainder of this Contract.
5.7. When you are being supplied energy under a deemed contract, you will be charged our standard electricity and or gas supfiled. Our standard shall include applicable charges, taxes and levies) for residential customers for any electricity and or gas supplied. Our standard electricity and gas tariff's are published on our website at www. preparyower.

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

Contensiess-ites-ites inder-lookva.pdr /sivisn-4 5.9. Details of GNI terms and conditions of connection can be found at this https://www.gasnetworks.ie/corporate/gas-regulation. service-for-suppliers/code-of.perations/related-documents/GNI-NDM\_Gas\_User\_Terms\_and\_Conditions\_Revised\_Dec\_2016.pdf . Service suitability

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

please contact us. **6.2.** It is your responsibility to ensure that there is enough credit in ur PPP Meter(s) to ensure a constant supply of energy. 6.3. We are not liable for any damage that may occur to appliances in the event that you do not maintain sufficient Top Ups to ensure a

in the event that you do not maintain sufficient lop Ups to ensure a continued supply of energy to the Premises. 6.4. The Commission for Regulation of Utilities (CRU) introduced measures to ensure protection of vulnerable customers from discon-nection for non-payment of account. If you are classified as a vul-nerable customer and PrepayPower, after assessment of suitability, decide to affer you the PAYG service for either electricity and or gas,

you confirm that you understand that you are no longer protected by the CRU measure for disconnection due to non-payment of account

7. Cancelling the Contract – Cooling Off Period
 7.1 You have a statutory right to cancel the Contract within 14 days of the date you entered into it pursuant to Clause 4.6 (the

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

us within this period of 14 days (a) By completing the Cancellation Form and returning to Cancel-lations Manager, Prepay Power Limited, Paramount Court, Corrig Road, Sandyford, Dublin 18; or (b) by phone with our loyalty team at on 1890989608, by informing them that you wish to cancel the Contract; or (c) By emailing coolingoff@prepaypower.ie that you wish to cancel

he Contract

7.3. After this period of 14 days has ended, you can only end the 7.3. After this period of 14 days has ended, you can only end the Contract as described in Section 11 (ending the Contract).
7.4. Should you exercise your rights to cancel the Contract pursuant to this Clause 7, you may be charged only our reasonable costs in supplying energy to you from the Start Date to the Cancellation Date. For the avoidance of doubt, you will not be charged any Meter Descent Cancellation

Removal Fee 8. Starting your supply

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

**8.2.** If we are taking over from another Supplier as the Supplier of 8.2.1 In we dre taking over norm and the support as the support of the energy to the Premises, you hereby authorise us to (a) contact your existing electricity supplier for the purposes of coordi-nating the removal of any PAYG Meter that may have been installed

having the removal of the PATG Neter that may have been installed by another Supplier; and/or (b) contact your existing gas supplier / GNI for the purpose of co-or-dinating the removal of the current GNI Meter; and/or installation of a PPP PAYG GNI Meter; and/or (c) contact the MRSO and/or GPRO on your behalf to switch your

(c) contact the MIKSO and/or GPRO on your benait to switch your supply arrangements from a previous Supplier to us, and agree to provide us with such information as we may request in order to do s For the avoidance of doubt you will not be charged any additional fees by us for changing electricity and/or gas Supplier.
8.3. When we take over the supply of energy, you shall; (a) allow us to ask for information about your previous supply and disclose this information to third parties in order to carry out our

sponsibilities under this Contract: and

(b) allow us, FSBN or GNI to obtain Meter readings at the Start Date (a) data was, Esono Gain to occur in meter recullings at the Sain Date and at regular intervals during the term of this Contract. 8.4. When your request to switch is processed, your current Supplier will notify us if you are in arrears for more than levels set for all customers by the Regulator. If we decide not to carry out the switch

because of arrears, we will inform you of this decision in writing. In this case you should then contact your existing Supplier to address your outstanding arrears. You can then reapply to us for your energy 8.5. PPP may perform a credit assessment of your application prior

to sign up, upon which we reserve the right to decline your applica-tion or request a security deposit to be paid in advance of accepting you as a customer. If your application is unsuccessful or a security deposit is required in advance of supply, we will notify you in writing. 8.6. From the time that we start to supply, we will float you in writing, under the Contract, you will become liable to pay the Charges under the Contract.

Last Update: 01 October 2019, Approved by CRU 01 October 2019 Version 3.

prepaypower.ie/termsandconditions and by national newspaper ad-vertisement. We may choose to notify via email or SMS text message

vertisement. We may choose to notify via email or SMS text message in addition to our website and newspaper. 9.2. If there is a material change to our Terms and Conditions (other than as described in Clause 9.4 or 9.5 below), we will provide you with a copy of the amended Terms and Conditions at least 28 days before the change comes into effect. The updated Terms and Conditions will be published on our website with an "effective from" date. 9.3. If there is a material change to any Tarms and Conditions (other 9.3. If there is a material change to our Terms and Conditions (other than as described in Clause 9.4 or 9.5 below), you may terminate this Contract on providing written notice to us (a Termination Notice). If the Contract is terminated pursuant to this Clause 9.2 no early termination fees will be charged, provided that the Termination notice is given within one month after the change to the Terms and

**9.4.** This Clause 9 does not prevent us making changes to the Contract to reflect changes in laws or changes in the industry rules

Contract to reflect changes in laws or changes in the industry rules (as long as we comply with our supply licence). 9.5. Price changes will be notified as per Clause 12.12.and do not involve a reissue of Terms and Conditions. 9.6. You and we can agree mutual variations to the Contract, and we will follow the process for mutual variations required by our licence.

10. When we can refuse or stop supply10.1. We can cut-off the supply of energy to the Premises if one or

more of the following circumstances applies:

(a) in an energency; (b) if the Meter is faulty; (c) if the Meter has been tampered with; (d) if you have not paid the Charges when they are due; (e) it is no longer reasonable for us to continue to supply energy to

the Premises: (f) if we are required to do so by the network operators. CRU or anoth-

If we are required to do so by the network operators, CRU or ano er competent authority.
 We will comply with all applicable energy legislation and our supply licence in respect of disconnecting and re-connecting the supply of energy to the Premises.
 Ending the Contract

### nination by You

11.1. Subject to Clause 7 (Cancelling the Contract – Cooling off) II.1. Subject to Clause / (Cancelling the Contract – Cooling off) and Clause 9.2 (cancellation where material change to Terms and Conditions), you may terminate this Contract by providing us with written notice (the "Termination Notice") either by post or email (see Clause 21 for our contact details) setting out the day you wish the supply of energy to the Premises to cease (such date must be at least one calendar month from the date of the Termination Notice). This Contract will those torginate. Contract will then terminate:

**11.1.1.** On the day requested by you, on condition that: II.I.I. On the day requested by you, on condition that: (a) on such date (i) either another energy Supplier has commenced supply of energy to the Supply Point in the Premises or (ii) you have terminated the relevant Connection Agreement(s) for the Premises and de-registered the Premises from the energy distribution network operated by GNI and/or ESBN and the supply of energy to the Supply Point has been discontinued: and

(b) there are no monies, fees or charges of whatsoever nature relating (a) direct of nonnes, less of charges of what beyen induce relating to this Contract owing by you to us; or 11.2. On the date you cease to be either the owner or occupier of the Premises, on condition that we have received at least one month's prior notice from you informing us that you will cease to be the owner

occupier. n circumstances other than the above in this Clause 11, the supply

of gas and or electricity to the Supply Point will terminate on th

I, another Supplier commences supply of energy to the Supply Point at the Premises; or at the Premises; or II. a new contract is entered into by a new customer for the Prem

III. subject to Clause **2.5**, we disconnect the Premises III. subject to Cluster 2.9, we assconnect the Premises. You accept that if you do not provide us with a closing Meter read from the relevant PPP Meter as close to the day on which the Con-tract ends, we may close your account using the GNI Meter of Recorr read estimates and or ESBN Meter of Record Meter read estimates or other industry standard estimates to close your account, subject only to payment of all monies, fees or charges of whatsoever nature relations this Contract using human to use and use many homes. only to payment of all monies, fees or charges of whatsoever nature relating to this Contract owing by you to us, and we may charge a Supplier administration fee for closing the account utilising an estimated read as per our Schedule of Service Charges. **11.2.** Obligation to Notify. If you wish to cease receiving energy from u at the Premises you must terminate the Contract in accordance with the relevant provisions of Clause **11.1**. If you do not provide us with a Termination Notice, or do not otherwise comply in full with all of the conditions set out in Clause **11.1** that are required for termination by you you will reprove linkle for all monies fees or charges of whatso. you, you will remain liable for all monies, fees or charges of whatso you, you will remain liable for all monies, fees or charges of whatso-ever nature that accrue under this Contract in respect of the supply of energy to the Premises, until it has been properly terminated as provided for in this Clause 11. 11.3. For the avoidance of doubt, this liability will extend up to the date, once firmly established by us, that a new owner or occupier began to consume energy at the Supply Point. 11.4. We will continue to charge you according to your chosen pay-ment method, until the Contract is terminated pursuant to the terms of this Clause 11.

of this Clause 11.

PrepayPower Limited Terms and Conditions for the Supply of Electricity & Gas to Domestic Customers and Non-Domestic Customers

11.5. We may terminate this Contract (in whole or in part) and/or, subject to Clause 2.5, arrange for the disconnection of your energy supply to any PPP Meter(s). We may terminate this Contract (in whole or in part) and/or, subject to Clause 2.5, arrange for the disconnection of your energy supply to any PPP Meter(s) in accordance with process/s is described in the COP on Disconnection, if: a) you fail to pay any amount when properly due and payable to us

under this Contract; or (b) you are in breach of any term or condition of this Contract and (if it is capable of remedy) you fail to remedy such breach within 14 days of

receipt of notice from us; or (c) where the PPP Meter(s) or Meters of Record cease to operate effec-(d) where the PPP interests) of meters of meters of needs to be due to be a close to operate effectively or have been accessed fraudulently by bypassing, or attempting to bypass, the relevant PPP Meter or Meter of Record; or (d) you have made unauthorised use of energy or committed theft of energy or fraud; or

## **PrepayPower Limited**

Terms and Conditions for the Supply of Electricity & Gas for domestic and non-domestic customers.

(e) an interim order or bankruptcy order or any event analogous to either of the foregoing is or is about to be made in respect of yourself; or an interim trustee or trustee in bankruptcy is appointed over your estate or you are insolvent or a resolution is passed or an order is made for your winding up; or a receiver, examiner or administrative receiver is appointed over the whole or any part of your assets or you receiver is appointed over the whole or any part of your assets or you are unable to pay your debts as they foll due or you ccase or threaten not to pay your debts as they fall due or seek to make any composi-tion or arrangement with your creditors or any event analogous to the foregoing occurs in relation to you; or (f) if we are unable for any reason to supply energy to the Premises; or (g) we cannot confirm that the Premises remains occupied by you or that you have not permanently vacated the Premises, under the processes set out in our Code of Practice.

processes set out in our Code of Practice. **11.6.** This Contract shall terminate without notice to you if the Regu-lator gives a last resort supply direction to another Supplier to supply energy to the Supply Point in the Premises and the Contract will terminate on the date that such direction becomes effective. **11.7.** On your request we will use reasonable endeavours to help you arrange for the transfer of supply to another Supplier, including subsequently terminating this Contract if we determine, based on information abtained from your, that are contained in a laboration.

information obtained from you, that our service is no longer suitable for your needs

tor your needs. Consequences of Termination **11.8.** If we terminate this Contract pursuant to Clause **11.3**(c) or Clause **11.3**(d) because there has been unauthorised use of energy, or theft of energy or fraud, (without limiting any other rights or remedies we may have available to us at law) we may recover any amounts that may have available to us at law) we may recover any amounts that we reasonably believe are due and owing to us or to any third party in accordance with the provisions of Clause **2.17** of this Contract and our right to recover such amounts under Clause **2.17** shall survive termination of this Contract. **11.9.** Upon termination of this Contract, for whatever reason, or disconnection of your energy, for whatever reason you shall be liable to immediately any to us

to immediately pay to us

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

tion if applicable); and (c) all interest on overdue amounts payable up to the effective date of

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

the Premises; and (e) A termination fee is payable if the Contract is terminated by you

(e) A termination tee is payable if the Contract is terminated by you (other than during the 14 day cooling off period referred to in Clause 7) during the Initial Period (the "Initial Period Termination Fee"). The Initial Period Termination Fee is set out in our Schedule of Service Charges. In addition, you will be required to repay all up front sign up credit allocated to you if you terminate the Contract during the Initial Period. No termination fees are payable, if following the expiry of the Initial Period, you provide us with a Termination Notice, within the much reliad, you provide as with a termination routice, within the appropriate notice period that you wish to terminate the Contract in accordance with Clauses 9.2 or 11.1 as the case may be. (f) any other fees and charges (other than the fees and charges set out in Clauses 11.8(a-d) which are lawfully incurred under this

**11.10.** For the avoidance of doubt, other than the standard charges IIIU. For the avoidance of abubt, other than the standard charges payable on termination as set out in Clause 11.7 there is no separate charge payable by you for changing Supplier where you lawfully terminate your Contract with us.
 IIII. Upon termination of this Contract or disconnection of your energy for whatever reason;
 (a) you are responsible for arranging the return to us of any PPP Meter(4) in their Meter(4) in their

r(s) unless we request you to leave the PPP Meter(s) in their present location in which case you agree to, grant us, or arrange that we are granted safe access to the Premises to enable us to remove the PPP Meter(s): and

the PPP Meter(s); and (b) For electricity, we will make at least two attempts to contact you, by phone and by text, to confirm the change in status of your account and to provide to you a 60-digit code to put the PPP Meter into Credit Mode. It is essential that the code is applied as soon as it is received in order to effect the change to credit mode. Delay in application can result in deactivation to Credit Mode not being effected. We will also result in deactivation to Credit Mode not being effected. We will also make available to you on the phone or through standard vending channels that 60-digit code to put the PPP Meter(s) into Credit Mode, should we fail to contact you. You may be required to purchase a prepayment Top Up voucher and enter the 60-digit code into your PPP Meter. The value of the unused prepayment will be included in the final account reconciliation when we close your account.

The final account reconciliation when we close your account. Service Charges and on our pricing page on our website. The Sched-ule of Service Charges is published on our website and is available here https://www.prepaypower.ie/termsandconditions. Our energy pricing and rates is published on our website and is available here https://www.prepaypower.ie/our.services/pricing/rates. The charges you pay for energy include your Usage as recorded by the PPP Meter(6), as well as a network standing charge (this is incorporated Meter(s), as well as a network standing charge (this is incorporated into your Tariff) and any applicable Service Charge (as set out in our

Into your ramit and any applicable Service Charge (as set out in our Schedule of Service Charges). **12.2.** The Charges are exclusive of Occasional Works Fees for which you may be additionally liable. If any Occasional Works Fees are payable by us to GNI and/or ESBN and/or a third party authorised by the Regulator to levy Occasional Works Fees (or similar charges) in connection with the supply of energy to any Meter, we shall be artifled to how you are around to the adjumpt Occasional Works Fees (or similar charges) in connection with the supply of energy to any Meter, we shall be artifled to how you for a more than the adjumpt Occasional with the supply of energy to any Meter, we shall be artifled to how you for the adjumpt Occasional to the supply of a set of the supply of the supply of the set of the s led to charge you for an amount equal to the relevant Occasiona entitied to charge you for an amount equal to the relevant Occasion Works Fees (or similar charges) and you agree to reimburse us for such amount in accordance with these Terms and Conditions. **12.3.** You must pay all Charges and Occasional Works Fees in full. Part payment will not release you from your obligation to do so. **12.4.** At the time of entering into this Contract, you shall provide us with your up-to-date email address, and we shall use this email address to end you are amound elaboration to thore this email address to send you an annual electronic statement. If your email address is invalid, we will send the statement to the prem isos whore argy is supplied or to your postal address, if different, and may arge you as per our Schedule of Service Charges. Your annual

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

2

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

tives to check any PPP Meter(s), we may charge a fee in accordance with our Schedule of Service Charges. 12.9. If you request a visit from a representative of GNI and or a Pre-payPower representative and then cannot keep this appointment, you must let us know by midday on the immediately preceding Busi-ness Day. If you fail to do so we reserve the right to charge you for any costs that may be incurred as a result of your failure to keep the appointment, in accordance with our Schedule of Service Charges. 12.10. If you dispute the accuracy of the Meter of Record supplied by GNI and or ESBN and, if it is tested at your request and found to be are unto use useful lbs arous of the actor of here of the accuracy of the server of the meter of the server of the meter of the server accurate, you shall be required to pay a standard charge in respect accurate, you shall be required to pay a standard charge in respect of the test as a Pass through Charge from GNI and or ESBN respec-tively. However, if the Meter of Record is found to be inaccurate there we may adjust the Charges as appropriate in accordance with our gas and or electricity supply licence(s) and applicable law. **12.11.** If GNI and or ESBN suspends, disconnects or reconnects your energy supply or repositions your Meter of Record you may be charged. If we need to suspend, disconnect, reconnect or reposition on wPBP Metar(c), we may be liable for our precended accurate of the charged.

charged. If we need to suspend, disconnect, reconnect or reposition any PPP Metref(s), you may be liable for our reasonable costs in doing so, which will be agreed with you in advance. **12.12.** We may vary the Charges and pass through any variations to the Occasional Work's Fees at any time by providing you with no less than thirty (30) days' prior notice. Details of such variations will be averiable to see All Watch the base that be activated. will be available on our Website, through national newspaper ad-vertisement, and also visible on your PPP Meter(s). Any such notice or advertisement will state the date on which the price change is

12.13. In addition to your energy tariff, our charges also include additional fees for particular services and activities. Up-to-date information describing all of these additional fees can be found on our website in our Schedule of Service Charges, which is available on r Website at https://www.prepaypower.je/termsandconditions 12.14. Any promotional offers or price promises apply only during the promotional period specified and do not form part of this Contract. Any such promotional offers are applied at our complete discretion We reserve the right to offer them only to specified categories or groups of customers (which may or may not include you), to determine the time period that such offers are available for, to determine what terms and conditions are applicable to such offers and to withdraw any such offers or price promises as and when w see fit. Pricing is strictly as per the Schedule of Service Charges which is available on our Website at https://www.prepaypower.ie. termsandconditions ises as and when we

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

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

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

(c) In refunding your Security Deposit, we will offset the Security

(c) In returning your Security Deposit, we will offset the Security Deposit value against any outstanding debt at that time, if any, and issue you a cheque refund for the remaining balance. 12.16. Customers may choose to avail of a discounted triff that does not include a PAYG service charge. In this scenario we may request a security deposit to cover the costs of supply and installation of the applied of the service charge.

(a) This security deposit is refundable via cheaue refund following a

(a) This security deposit is retundable via cheque retund following a period of 12 months on our supply.
(b) In refunding your deposit, we will offset the deposit value against any outstanding debt at that time, if any, and issue you a cheque refund for the remaining balance.
12.17. In the event that you terminate this Contract pursuant to Clause 11 but do not give us the required one months' notice of termi-pation and a termination accurs during the argumed initial evidence.

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

PrepayPower Limited Terms and Conditions for the Supply of Electricity & Gas to Domestic Customers and Non-Domestic Customers Last Update: 01 October 2019, Approved by CRU 01 October 2019 Version 3.

(b) reconcile payments made by you with your Usage. If this recon-(a) recording payments made by you with your usage. If this recon-cliation shows that any amount payable is outstanding, you will be liable for such outstanding amount. Payment of any outstanding amount may be made by credit or debit card. At our discretion our recoup process. Should the reconciliation process show an overpayment (after the credit balance on the PPP Meter(s) has been removed or if the meter is damaged. 12.18. All charges will be subject to VAT and other taxes and duties at

14. Limitation of Liability

sions is not limited

as appliances).

Assignment

. Governing law

or incident where or which;

incident that either:

that policy. 18. National Terms of Connection

of €50.000 in any calendar year.

excluded), we will remit the amount of the overcharge back to you in the form of credit on your account or by postal order or by cheque. If you use emergency or other credit advanced to you by us, we will automatically recoup this credit from the next purchase of Top Up

Prepay Power

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

also hardge at costs inclined by us in Seeking to recover any outstands ing amounts from you. We may, with your consent for the specific charge, use details of any payment method that you have previously supplied to us to pay any such outstanding amounts. **12.6.** If you dispute any amount payable by you pursuant to this Contract, you must still pay any undisputed amount, and we shall endeavour to promptly address and resolve any concerns that you have in relation to disputed amounts that we claim are payable by you pursuant to this Contract. you pursuant to this Contract. 12.7. If you request a visit to the Premises by a representative of GNI

### **PrepayPower Limited**

Terms and Conditions for the Supply of Electricity & Gas for domestic and non-domestic customers.

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

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

18.3. GNI and or ESBN may deem that a Connection Agreement in the Loss GNI dno or Esbit may deem that a connection Agreement in the name of a previous occupant of the Premises applies to you, our compensation and refund arrangements which apply if the service quality levels that we are committed to are not met. Our Customer Charter can be found on our website at the following link, http:// https:// www.prepaybower.ie/ termsandconditions 191. Our 7 Codes of Practice outline services that we offer to customers including priority support customers and other vulnerable customers. These Codes of Practice also exclution how you can reprister as a vulnerable.

These Codes of Practice also explain how you can register as a vulner able customer and details the way our business works, the services and able customer and details the way our business works, the services and the service quality levels you can expect from us. The Codes of Practice can be accessed on our Website at www.prepaypower.ie/termsandcon ditions or you can request a hard copy from us by writing to us at Code of Practice requests, PrepayPower Ltd, Paramount Court, Corrig Road, Sandyford, Dublin 18, DIB RPC7.

19.2. Our Code of Practice for Complaints Handling details the proce-PJZ. Our Code of Practice for Complaints Handling details the proce-dure that you should follow if you have any complaint about the service that we provide or offer to you. Our contact details are available on our Website at www.prepaypower.ie/ termsandconditions or you can write to us at Complaints, PrepayPower, Prarmount Court, Corrig Road, San dyford, Dublin 18, D18 R9C7 to request a copy of this Code of Practice. You can also log a complaint online at http://www.prepaypower.ie complaints-process

complaints-process. 20. Priority Support and Special Services 20.1. PrepayPower Customers have the option of registering on the Priority Services and or Special Services Register. The procedure for registering is detailed in the Code of Practice on Vulnerable Customers. Please see the Code of Practice on our website www.prepaypower.ie or contact us at the details held in section 21. 20.2. A register of encode location expression and might us upport

20.2. A register of special services customers and priority support customers is maintained by PrepayPower. If you wish to be treated as a customers is maintained by Prepay-Power. If you wish to be treated as a special services customer or priority support customer and receive the services as set out in our Codes of Practice, you must give us the neces-sary information that we require to compile these registers and we agree that we will not disclose this information except to ESB Networks and or Gas Networks Ireland who require the information to perform certain services for you and in accordance with these Conditions and the law. 21. Notices and Communications

**21.1.** How we may contact you (a) We can contact You at any of the Premises addresses, or any other

 (a) we can contact fould any on the Premises addresses, or any other address you give us for this purpose.
 (b) Notices required under this Contract, or other forms of communica-tion that we need to send to you, will be in writing and may be delivered by hand, sent by post, sent by e-mail, published on our website and by a notice in a daily national newspaper. (c) Any notices that we send to you by hand or by post will be sent to the

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

recent email address provided by you to us. We shall assume that you have received emails on the same Business Day unless we receive

 evidence to the contrary.
 21.2. How you may contact us

 (a) Via the postal address PrepayPower Limited, Paramount Court,
 Corrig Road, Sandyford, Dublin 18, or any replacement addresses that

 we notify to you; or (b) At the following telephone number; 1890 989 578 or

(c) By sending an email to the following email address TC@prepay

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

accordance with the Privacy Policy published on our website. **21.3.** How you may contact Gas Networks Ireland/GNI

21.3. How you may contact Gas Networks ire(ana)/GNI (a) To find the correct postal address please use the following link: http:// www.gasnetworkslie/en-IE/About-Us/Contact-Us/Office-Locations/ (b) At the following telephone number; Customer service – 1850 200 694 (c) In case of an emergency telephone Gas Network Ireland's 24 hour emergency line – 1850 20 50 50 (d) By sending an email to the following email address: networksinfo@ rearechurde ia.

etworks.ie 21.4. How you may contact ESB Networks/ESBN

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

(b) At the following telephone number; customer service -1850 372 757 (c) By sending an email to the following email address: esbnetworks@ esb.ie or report it to the police.

The Meter Removal Fee will not be charged to you if you provide the required one months' notice of termination. The meter replacement fee may however be charged even if you do provide the one months notice but either do not return the meter/allow the meter to be

the prevailing rates, which you must pay in addition. 12.19. You will be liable to pay all the charges relating to the period of

the Contract. **12.20.** You will not be charged any fees for changing Supplier should you terminate this Contract with us. **13. Enforcement of Rights** 

13.1. We can enforce any rights and obligations under this Contract

even if there is a delay in doing so. 13.2. If we delay in taking action when you breach the Contract, we vill still be entitled to take action to enforce a similar (or any subse

will stuil be entured to take action to eniorce a similar (or any subse-quent) breach of the Contract. **13.3.** If any part of the Contract is declared invalid by a court or regulatory authority, the validity of the rest of the Contract will not be affected.

14.1. Our liability to you is limited in accordance with these Terms and Conditions. All conditions, warranties, guarantees and any other terms implied by law or otherwise, are excluded to the great

14.2. We will not be liable to you for any event or circumstance beyond our reasonable control, including anything any other Supplier or distributor does or fails to do.

14.3. Liability for death or personal injury caused by our nealigent acts

14.4. We will not be liable to you or any other parties, including but HAA, we will not be lable to you or any other parties, including but not limited to any property damage, injury, or death either directly or indirectly which is the result of any form of tampering or interference with the PPP Meter(s) or Meters of Record thereby compromising the

safe supply of energy to a Premises. 14.5. We will not be liable to you for any financial loss or damage, including loss of profit, revenue, goodwill, business, Contract or wasted expenses, or for any loss or damage which is indirect or

14.6. We will not be liable to you or any other parties including but not limited to any property damage, injury, or death either directly or in-directly which is the result of an incorrect installation and/or removal of PPP Meter(s) or Meters of Record at a Premises other than where such incorrect installation and/or removal is carried out by PPF Such microsect instantiation removes a contract out of the second of the second of the second of the supply of energy (including loss of admage to food or the costs of repairing, rectifying or reinstalling the operations of any computer or telephone or other electronic systems

14.8. In the case of any loss or damage caused by a network operator, our liability to you will not exceed the amount that we are entitled to recover from the network operator in respect of that loss

or damage. 14.9. If we are liable for any loss or damage under or in connection with the Contract (whether in Contract or negligence or otherwise), our liability to you shall be limited to a maximum aggregate amount

14.10. The limitations on our liability set out in this Clause 14 shall

Handi and a sub-clause in this Clause 14 and that is clause 14 shall continue to apply after the Contract has ended.
 H.H. Each sub-Clause in this Clause 14 applies separately. If a court or other authority tells us we cannot rely on a certain sub-Clause, the other sub-Clauses will still apply.

15.1. This Contract is personal to you and you may only transfer it to neone else with our prior written consent and the consent of the

new assignee. **15.2.** We may, without your agreement, assign or transfer all or any part of our rights and sub-contract any of our obligations under this Contract to a party who holds the necessary authorisation(s).

16.1. This Contract shall be governed by the Laws of Ireland. Any disputes arising shall be dealt with by the Irish Courts.

 17. Nature of supply, safety and emergencies
 17. The energy will be delivered to the Premises by the network operators. The energy will be responsible for maintaining the network and the connection of the Premises to the network. The network operator may cut-off the supply in accordance with the industry rules. We are not responsible for variations or interruptions in

the supply of energy. 17.2. We are entitled to arrange for the supply of energy to the Prem-T.Z. we differentiate a differentiation of the supply of energy of the Prefit-ises to be cut-off in certain circumstances as described in our supply licence, applicable energy legislation and industry rules.
 T.3. You must contact Gas Networks Ireland – GNI 1850205050 (24 hour service) immediately if you become aware or suspect any matter

or incident where or which; (a) you notice the smell of gas either within, coming from a Premises or within the vicinity of a Premises; or (b) causes an inherent risk or danger or requires urgent attention regarding the support or distribution of gas; or (c) affects, or is likely to affect, the maintenance of the security, avail-ably and quality of service of the gas distribution network; or (d) interferes with the correct operation of the PPP Meter or Meter of Record which may cause a risk to the safe supply of gas; (b) way correct a peraced frau the distribution for the PP Meter or previous for the support of the safe supply of gas;

(e) you suspect a person fraudulently installing, servicing, repairing any gas appliances, pipe works, PPP Meter or GNI Meter of Record

without being a registered gas installer (RGI). **17.4.** You must contact ESB Networks – ESBN Ltd: 1850372999 (24 hour service) – immediately if you become aware of any matter or

(a) causes danger or requires urgent attention regarding the supply or

(a) causes danger or requires urgent attention regarang the supply or distribution of electricity; or (b) affects, or is likely to affect, the maintenance of the security, avail-ably and quality of service of the electricity distribution network; **17.5.** Interfering or bypassing any PPP Meter(s) or Meter of Record is dangerous, may also be a criminal affence. **17.6.** Please check your home insurance policy before installation to ensure that the installation of any PPP Meter(s) is permitted under that applice.

18.1. In order to receive gas from us you must have an agreement with Gas Networks Ireland/GNI, the Irish national system operator for transmission and distribution of gas (a "Gas Connection Agreement" a copy of which may be found at www.gasnetworks.ie) under which you have a right for your Premises to be, and to stay, connected to



# Prepay Power

## PrepayPower Limited

Terms and Conditions for the Supply of Electricity & Gas for domestic and non-domestic customers.

### 22. Glosso

22. clossary Business Day – means Monday to Friday, other than bank holidays and other public holidays in Ireland.
Cancel – means your right to cancel the Contract under Clause 7

Cancellation Form – means the cancellation form which may be completed and returned to PPP in accordance with Clause 7 and

Cancellation Form – means the cancellation form which may be completed and returned to PPP in accordance with Clause 7 and which is available on our website at https://www.prepaypower.ie/ docs/default-source/Terms-Conditions/ Charges – means all the fees, charges and other amounts you must pay to us under the Contract. Code of Practice on enas our following code of practice docu-ments: Code of Practice on Marketing and Advertising, Code of Practice on Sign Up, Code of Practice on Billing, Code of Practice on Disconnection, Code of Practice on Billing, Code of Practice on Disconnection, Code of Practice on Billing, Code of Practice on Disconnection Agreement – means a Gas Connection Agreement or an Electricity Connection Agreement, as the case may be; Contract – means the agreement between you and us, as described in Section 4 (about the Contract) or Section 5 (Deemed Contracts), together with our Privacy Policy and our Schedule of Service Charges and any application form that you have completed in writing or verbally over the phone; Commencement Date – has the meaning given to that term in Clause 4.8; Credit Meter – means a Meter that records Usage, where payment

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

ment required.

Appropriate required. Credit Mode – the PAYG meter, once appropriately activated, oper-ates as a Credit Meter. For electricity this involves the application of a 60 digit code. Deemed Contract – A Deemed Contract means a contract for the supply of electricity and or gas under Section 16A of the Energy (Mis-cellaneous Provisions) Act 1995. It is a legally enforceable agreement considered to have come into existence when we continue to supply the Premises after the previous Contract for supply to the Premises concerned has expired, or was not cancelled or when a previous owner or occupier vacated the Premises but the new owner/occupier continues to use energy supplied by us and does not enter into a new Contract for supply;

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

Electricity Connection Agreement – shall have the meaning set out in Clause 18.2; Electricity Distributor – means ESBN, the licensed operator of the

distribution system through which electricity is supplied to you. ESB Networks (ESBN) – means the licensed operator of the distribu-tion system through which electricity is supplied to you; ESBN Meter – means the ESBN Meter of Record for the supply of

Electricity: Energy – means electricity or natural gas (or both), as agreed for the purposes of the Contract. EURIBOR – means the Euro Interbank Offered Rate being offered EURIBOR – means the Euro Interbank Offered Rate being offered

Contract Gas Connection Aareement - shall have the meaning set out in

Gas Connection Agreement – shall have the meaning set out in Clause 18.1; Gas Networks Ireland (GNI) – means the licensed operator of the distribution system through which gas is supplied to you; GNI Meter – means the GNI Meter of Record for the supply of gas, which may be a Credit Meter or a PAYG Meter and can be registered

 Which may be a Creat Neter of a PARG Meter and can be registered to any other Supplier;
 GPRO – Gas Point Registration Operator;
 GPRN – means Gas Point Reference Number, the unique 8 digit number assigned to all Gas Connections and Meters.
 Handbook – means the Commission for Regulation of Utilities Electricity and Gas Suppliers Handbook 2017 (as may be amended from time time). from time to time);

Initial Period - means the initial term of this Contract, being such term as shall be agreed by telephone between you and us and starts on the Commencement Date. Initial Period Termination Fee – has the meaning given to that term

Keypad Unit – means the keypad unit provided by PPP in conjunction with the PPP PAYG (Standard) Meter to assist in recording

Junction with the PPP PARG (standard) Meter to assist in recording payments and viewing Usage; Meter of Record – means the ESBN Meter (for electricity) or the GNI Meter (for gas) (the GNI Meter once registered with PPP is both a Meter of Record and PPP Meter). The term includes any reference to electrical plant, electrical lines, Gas plant, and all other apparatus at the Premises used to deliver, measure and control energy, but excluding any Prepare/Banget Faultment.

electrical plant, electrical lines, Gas plant, and all other apparatus at the Permises used to deliver, measure and control energy, but excluding any PrepayPower Equipment. Meter means a Credit Meter, an ESBN Meter, a GNI Meter, a Meter of Record an Other Supplier PAYG Meter, a PAYG Meter, a PPP Peters, a PPP GNI Meter, a PPP PAYG (Standard) Meter, a PPP PAYG Smartpay Meter and any other credit, prepay or other meter used to record Usage; **MPRN –** means Meter Point Reference Number, the unique 11 digit number assigned to all electricity connections and Meters; **MRSO –** Meter Registration System Operator **Network Operator –** means the company that CRU licenses to deliver energy to the Premises. **Non-Domestic Customers –** means small business/commercial customers of PPP, as set out in the Handbook; **Coscional Works Fees –** means any third party costs, charges, tax, duty, levy, tariff or any government or Regulator, approved imposed cost or charge (other than the Charges), relating to the supply and distribution of energy to the Premises including, without limitation value added tax; **Other Supplier PAYG Meter(s)** – means all types of Meters (whether PAYG, smart meters or otherwise), that are not the Meters of Record and have been provided by another Supplier (other than PPP) for the purpose of recording payments for energy consumption and interrupting Usage if payments are not made;

 Pass Through Charge – Charges levied by a Network Operator to perform a service, which are passed on to you as the end customer.
 PAYG – Toya as you go?;
 PAYG Meter – means a Meter that uses a PAYG tariff and requires consumers to pay for their energy in advance;
 PPP App – means an electronic application to run on smart phones enabling users to top up their energy credit and which provides a different experience depending on whether the PAYG (standard) Meter or the PAYG Smartpay Meter is being used;
 PPP PAYG GNI Meter – means a GNI Meter which is registered to PPP (PPP only provides PAYG service for customer so the PPP GNI Meter is of type PAYG);
 PPP Meter(s) used by the relevant customer/provided by PPP, ESBN/GNI for the supply of energy to customers;
 PPP PAYG (Standard) Meter – means the Meter supplied and installed by PPP for purpose of recording payments are not made, which allows for payment of charges in advance and is used in conjunction with a Keypad Unit;
 PPP PAYG GMeter Johney Divide Site payments for energy consumption and interrupting usage if payments for energy commutications capabilities supplied by PPP and installed by its agents for the purpose of recording payments for energy commutications capabilities supplied by PPP and installed by its agents for the purpose of recording payments for energy commutications capabilities supplied by PPP and installed by its agents for the purpose of recording payments for energy communications capabilities supplied by PPP and installed by its agents for the purpose of recording payments are not made and which allows for payments of Charges in advance (used in conjunction with the PPP App);
 Permise – means the building, home or other property (including the PPP App);

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

than one property or are responsible for paying gas bills and electric by bills between tenancies). **Registration –** means the recording by the GPRO (for Gas Supply) and MRSO (for Electricity Supply) of a person as being responsible for provision of a supply of energy to the Meter with effect from a particular date and the term "Registered" shall be interpreted considered.

accordingly; **Regulator –** means the Commission for Regulation of Utilities –

Regulator — means the Commission for Regulation of Utilities – CRU (or any successor body or authority); RGI – means Registered Gas Installer Schedule of Service Charges — means the schedule of current Service Charges, available on our Website at https:// www.prepay-powerie/termsandconditions Service Charges — means the charges payable by you for services/ activities supplied by us to you relating to us supplying energy to you, other than your Tariff, as updated from time to time and the current Service Charges are set out in the Schedule of Service Charges Start Date — means the date your Usage begins and we are regis-tered to Supply energy to you. Supply Point — means the point shown in a Connection Agreement, or in any application to supply at a specific point at the Premises, where energy may flow between the local distribution system and

where energy may flow between the local distribution system and vour installation

Supplier — means a supplier of energy licensed by CRU. Supply – or similar expressions refers to the sale of energy by us to you, via the energy network. Supply licence – our licences that CRU issued to us for the supply

of energy; Tariff – means the rate per kWh of energy supplied to you, the daily Iam — means the rate per kivin or energy supplied to you, the daily standing charge for the supply of energy to you, along with the ap-plication of appropriate levies and taxes, as published on our website https://prepaypowerie/our.services/ pricing/rates Termination – means the ending of the Contract under Clauses 7, 9 or 11 as the case may be. Termination Notice – means the notice referred to in Clause 9.2 or Clause 11 as the case may be.

Clause **11.1** as the case may be, that you must provide us if you wish to terminate this Contract.

Terms and Conditions – these terms and conditions

Top Up – means payments made by you in cash or by card through approved payment channels including i) retail payment intermediar-ies, using gas and/or electricity Top-Up cards purchased at approved retail outlets, ii) by phone to the PrepayPower top up line, iii) online

retail outlets; ii) by phone to the PrepayPower top up line, iii) online via our website at https://www.prepaypower.ie/topup or iv) via the PPP mobile app; we / us / our – PrepayPower, a company incorporated in Ireland with company number 467144. includes references to our employees, agents and Contractors; website – means our website at www.prepaypower.ie (and any and all successor or replacement websites), which includes our website app. You can find a number of important documents relating to the surpuy of generar at this address. If you do not have access to the supply of energy at this address. If you do not have access to the supply of energy at this address, if you do not nave access to the internet, please contact us in accordance with Section 21 (notices and communications), and we will send you copies. **written / writte / writing** – means any communication in a textual format which includes letter, email, and online forms. **Usage** – means the Units recorded as consumed by a Meter; you / your – means the other person with which we have agreed the Contract as described in Section 1 (who the Contract is between).