

Residential Gas General Terms and Conditions

The key changes in the general terms and conditions mainly relate to improved customers' Data Protection rights as well as additional information in relation to the management of your account with Electric Ireland. In particular, please see the new definition in '1, Definition' , for 'Deemed Contract' ; at '2.(k) and 2.(m). Sale and Supply of Electricity ' covering 30/60 Day Fixed Term Contract Notice and Annual Prompt communications ; at '24. Data Protection Notice' revised for the General Data Protection Regulation (GDPR).

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Please note that as a customer of Electric Ireland you are bound by the following Terms and Conditions

We would ask that you note in particular conditions **3a and b** (Change of supplier), **8c** (Price of Gas),

9g and 9i (Payment of Accounts), and the Data Protection and Marketing conditions in **24 and 25**.

Electric Ireland Gas Terms and Conditions
Residential Customers

Application of General Conditions

These are Our standard Conditions, as a residential customer You will be deemed to have accepted these Conditions and be bound by them from the time that You become a customer of Ours.

1. Definitions

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

"Us" "We" or "Our" means ESB, acting through its Electric Ireland business unit.

"You", "Your" or "Yourself" means the person who has entered into this Agreement.

"Conditions" means the standard terms and conditions of supply set out in this document.

"Appliances" means all cookers, boilers, heaters and other apparatus which consume Gas (including associated pipework) installed on the Premises beyond the Meter but does not include the Meter or any fittings and piping installed up to the Meter.

"Gas Networks Ireland" means the networks business of Bord Gáis Éireann, Gasworks Road, Cork, acting as the agent for and on behalf of Gaslink (and its successors and assigns).

"Agreement" means the Contract for the supply of Gas by Us to You incorporating any special conditions and which include these Terms and Conditions.

"Assignment" means Our entitlement as a gas supplier to transfer this right to a third party to perform Our obligation as a gas supplier.

"AVT Message" means an Automated Voice Message from Us to You regarding Your account, Our products or Our Services.

"Charges" means the amount(s) payable by You for: (a) the supply of Gas by Us (b) any costs associated with the supply of Gas by Us, and (c) any Pass Through Charges

"Customer Account" means any account with Us held in Your name for the purposes of the supply of Gas.

"Commission" means the Commission for Regulation of Utilities which is the regulator for the electricity and Gas sectors in Ireland. **"Deemed Contract"** means a legally enforceable agreement considered to have been made between the Electric Ireland and the owner or occupier of the premises. A deemed contract is considered to have come into existence because the owner or occupier (after receiving notice from Electric Ireland and where the premises continue to be supplied with gas or electricity by Us) did not inform Us that he or she continued to use the electricity or gas 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 occupied vacated the premises or the new owner or occupied did not enter into a new contract of supply'.

"Distribution System" means the system owned and operated by Gas Networks Ireland on behalf of Gaslink for the distribution of Gas around Ireland.

"EURIBOR" means the 3 month Euro Inter Bank Offered Rate.

"Emergency Response Service" means the Emergency Response Service designated by the Commission and operated for the purposes of receiving and responding to reports of actual or suspected Gas emergencies including suspected leaks or explosions.

"FAR" (Forecasting, Allocation and Reconciliation) is a method of estimating Gas consumption in the absence of an actual Meter read. It is carried out by Gas Networks Ireland and is approved by the Commission.

"Gas Bill" means the periodic invoice issued by Us to You requesting payment for Gas supplied under this Agreement.

"GAS Card" means the uniquely numbered card(s) issued to You and assigned to your gas PAYG Meter and any additional or replacement cards.

"Gaslink" means Gaslink Limited, 6 Lapps Quay, Cork which has been appointed by the Commission for Regulation of Utilities as the licensed independent operator of Gas Networks Ireland Distribution System (and its successors and assigns).

"GPRO" means the Gas Point Registration Operator; the GPRO manages the registration of all

Gas points across the country on behalf of all suppliers. Gas Networks Ireland operate the GPRO function on behalf of Gaslink: www.Gaslink.ie.

"Gross Calorific Value" means the number of GigaJoules produced by the complete combustion at constant pressure of 1013.25 Millibars Absolute at fifteen (15) Degrees Celsius under standard gravitational force of one (1) cubic Meter of Natural Gas at fifteen (15) Degrees Celsius with excess air at the same temperature as the Gas, when the products of combustion are cooled to fifteen (15) Degrees Celsius and when the water formed by combustion is condensed to the liquid state and the product of combustion contain the same total mass of water vapour as the Gas and air before combustion.

"Licence" means the Licence to supply Gas granted to Us by the Commission.

"Meter" means the Gas Meter and related fittings and pipes installed by Gas Networks Ireland for the purpose of measuring the quantity of Gas used by You on the Premises and includes any such Meter or Meters of any type supplied to You at any time at the Premises.

"Gas" means any Gas transported through the Gas system.

"Gas Connection" means the connection between the Gas network and the Premises up to and including the Meter.

"Network" means all of the transmission and distribution pipelines used for the transmission, distribution and supply of Gas to, from or within Ireland.

"Network Emergency" means an emergency endangering persons and/or property and arising from a deviation in Gas pressure or Gas quality in the Network or any part of the Network.

"National Gas Emergency Manager" means the person designated as such by the Commission who manages a Gas Network emergency.

"PAYG Meter" means the prepayment gas meter installed at Your Premises.

"PAYG Tariff" means the tariffs and rates from time to time available from Us for customers with PAYG Meters.

"Premises" means the Premises specified in the application for Gas supply completed by You or such other Premises as may be notified by You to Us and accepted by Us from time to time.

"Price Plan" means Our list of current prices and the pricing structure applicable to each.

"Register/Registration" means the registering by GPRO of You as a customer.

"Security" means a deposit of money paid in advance as a Security against the failure of a Gas account or Agreement being fulfilled to terms.

"Siteworks" means any works carried out by Gas Networks Ireland in relation to the customer's Gas Connection and any other piece of work as set out in Gas Networks Ireland' Siteworks charges as approved by the Commission, including but not limited to the provision, installation, repair, maintenance, withdrawal or reinstatement of the Meter or equipment used in the transportation and supply of Gas.

"Start Date" means the date on which You join one of Our Price Plans.

"Statement" means the periodic statement issued by Us to You of consumption (debt outstanding, debt repaid if applicable) and payments made for electricity supplied under this Agreement.

"Vulnerable Customers" We have special services for those who register with Us as being elderly, dependant on electrical medical equipment, or who have hearing, sight or mobility difficulties, or as defined by the Commission from time to time.

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

2. Sale and Supply of Gas

a) We will sell and supply Gas to You at the Premises subject to these Conditions until the Agreement is ended by You or Us in accordance with Conditions 16 and 17.

b) For existing customers this Agreement shall commence on the date of this Agreement. For new

customers it shall commence on the date that We receive notification from the GPRO that You are registered as a customer of Ours.

- c) You must give us all the information We need about the premises, and all other details which We ask for to work out what kind of account/Price Plan You need.
- d) You must provide Us with Your contact details e.g. a landline or mobile number and We are allowed to use these details to contact You in relation to Your account.
- e) All the information You give Us must be truthful and accurate. You must tell Us about any changes to the information as soon as possible.
- f) We will do all We can to process an application so that the Gas account is set up by the date You need it, as long as You have met all Our financial and other requirements.
- g) Characteristics of the Gas supply will be in line with the original Connection Agreement for your property with Gas Networks Ireland and these conditions. You are responsible for checking Your specific requirements with Your Gas contractor.
- h) You cannot extend Your supply for someone else to use. We will consider them to be a separate customer.
- i) We accept no responsibility for the adequacy, safety or other characteristics of Your Gas installation.
- j) For fixed term contracts, we will notify You 30 – 60 days in advance of the expiry of Your contract with Us, the options available to You when the contract expires
For customers not on fixed term contracts, renewal does not apply and you will continue on your chosen price plan, until we receive new instructions from You
- k) Where You have been on the same energy tariff for the past 3 years or more, we will issue a written notification or email on an annual basis to prompt You to review Your contract

3. Change of Supplier

- a) In the event that You are found to be in breach of approved debt thresholds should You choose to switch Your account to another licensed energy supplier a debt flag will generate on Your account at the point of switch. This debt flag will notify the acquiring supplier of this breach. The approved debt thresholds are as published from time to time and details can be obtained as at Condition 22 in this document
- b) We also reserve the right to perform a credit check on Your account(s) with Your current supplier at the point of registration should You choose to use Us as Your energy supplier.
- c) You will give Us a Gas meter reading for the Start Date or allow Gas Networks Ireland to obtain an actual Meter reading at the Premises.
- d) Customers will not normally be charged for changing supplier. (For the avoidance of doubt an exit fee will only be applied for early termination of a fixed term price plan contract by customers).
- e) We will process customer switch requests on request and without delay, as far as practicable
- f) Customers are entitled to avail of a cooling off period of 14 calendar days from the commencement of your contract.
- g) When your request to switch is processed, your current supplier may notify us if you are in arrears for more than the levels set for all customers by the Commission for the Regulation of Utilities. If we decide not to carry out the switch because of arrears, we will notify you without delay.

4. Metering and Billing

- a) The Gas supply will be measured by the Meter and metering equipment that will be installed and maintained in line with the relevant Connection Agreement which sets out the main commercial terms for the connection of loads to the Gas Networks Ireland' Distribution System at your Premises. Gas Networks Ireland staff, its agents or contractors will read the Meter.
- b) In between readings of the Meter, estimations of your Gas consumption may be made by Gas

Networks Ireland in line with the FAR process. An estimated Meter read will be calculated in line with the FAR process having regard to a number of factors including (but not limited to) prior Gas usage at the Premises.

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

d) We will send You bills for the Gas that you use at least every two months. Your bill may also include charges for services that We have agreed to supply to You and will include VAT and any other taxes or charges that may apply. Customers with prepayment or Pay As You Go meters will receive up to three statements annually.

e) If We or You discover that any meter 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 at the date of the next bill. Where a Pay As you Go meter is installed we will add the amount due to your Pay As You go meter balance.

f) If, for any reason, Gas Networks Ireland have not been able to get meter readings, We will use estimated readings. You can also provide an actual reading by phoning Gas Networks Ireland' automated meter reading service at 1850 427 732 or by submitting your reading online to Us at www.electricireland.ie/gasreading. You are responsible for making sure that metering equipment including Pay As You Go meters and associated equipment are protected and kept in safe condition. You must let us or the Gas networks Distributor (BGN) know immediately if the equipment is interfered with or damaged.

5. Application of Terms and Conditions to your Connection for Gas Supply

a) In consideration, and as a condition, of being connected to the Gas Networks Ireland Distribution System in order to receive a Gas supply and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), You hereby accept and agree to be bound by the terms and conditions under which a connection to the Gas Networks Ireland' Distribution System is provided and operated.

b) The "Gaslink, Gas Networks Ireland, Terms and Conditions for Gas Users at Non Daily Metered (NDM) Offtake Points", are available at www.Gaslink.ie and <http://www.gasnetworks.ie> or by contacting Gas Networks Ireland at 1850 200 694 and are entered into between You and Gas Networks Ireland, acting as the agent for and on behalf of Gaslink as and from the date of this Agreement.

6. Access and Siteworks

a) All equipment and installations from the distribution network up to and including the Meter belong to Gas Networks Ireland and must be used in accordance with Gas Networks Ireland' instructions and terms and conditions. We have no responsibility for maintaining the Meter or any metering equipment or associated pipe work. Pipe work from the Meter into your Premises and Your Appliances connecting to it are Your responsibility. Neither Us nor Gaslink nor Gas Networks Ireland accepts any responsibility for maintaining these.

b) You agree to be bound by any conditions given to You by Gas Networks Ireland or by Us on behalf of Gas Networks Ireland regarding Your Gas supply and any related matters in line with section 5(b). A copy of Gas Networks Ireland' terms and conditions can be found on their website at <http://www.gasnetworks.ie> or by phoning 1850 200 694.

c) You are responsible at all times for having due care towards the Meter. You will not interfere or allow any interference with the Meter, whether for repairs or for any other purpose without Gas Networks Ireland' consent, and shall notify Gas Networks Ireland and/or Us promptly of any defect

in the Meter or if any alteration or other attention is required.

- d) You may request Gas Networks Ireland to carry out Siteworks at the premises in accordance with the terms of this Agreement.
- e) Gas Networks Ireland (and when appropriate We) will inform You at the time that You request the Siteworks of the cost and payment terms of the Siteworks.
- f) We may request that Siteworks be carried out at the Premises such as locking, unlocking of the meter, withdrawal or reinstatement of supply, or servicing of the Meter.
- g) You are responsible for all costs (including VAT) associated with the Siteworks whether requested by You or Us. This includes any costs incurred as a result of the cancellation of the Siteworks by You or because of Your default.
- h) You are also responsible for any fees payable where Gas Networks Ireland visits the Premises to carry out the Siteworks at a time agreed with You, but is unable to do so due to Your default.
- i) You must allow Gas Networks Ireland' authorised personnel, agents or contractors entry to the Premises for the purposes of reading, inspecting, withdrawal of supply, or removing the Meter or Meters and for all other purposes in connection with providing Gas. Such entry is to be permitted at all reasonable times and at any time in case of any emergency or network emergency.
- j) If you fail to comply with Condition 4 (Metering and Billing) or 6 (Access and Siteworks) and this frustrates or delays payment for the Gas used by You, We will be entitled to treat this as a neglect or refusal to pay for the purposes of this Agreement.

7. Security

- a) If We decide it is required at any time, You may need to provide reasonable Security, which may be in the form of a Deposit that We will decide.
- b) Any Security cover provided to Us which is in the form of a cash deposit will be repaid to You when You close Your account provided all sums due have been paid, or after a certain period (not more than twelve months) provided You have satisfied Our payment terms on a continuous basis, whichever is the earliest.
- c) You may have to give Us Your date of birth and/or other personal information for credit assessment purposes.

8. Price of Gas

- a) The prices offered by Us are based on Our current schedule of prices which may be varied by Us from time to time.
- b) Our Price Plans (with additional product specific terms and conditions, including contract duration and any related penalty clauses or obligations) are displayed on Our website, www.electricireland.ie, or may be obtained by contacting Us in accordance with Condition 22.
- c) We are entitled to change the price of Gas charged by Us. We will inform you of any change by at least two of the following methods; in writing, by e-mail, on or with Your bill, by SMS, by notification on top up, by notice in the national media or on our website at least 30 days in advance of any change coming into effect. Any such notice or advertisement will state the date on which the price change is effective.
- d) You may get advice from Us on choosing a Price Plan but You are responsible for making the decision on what Price Plan best suits Your needs. In the event that You have chosen the incorrect Price Plan for You, We will not be held accountable for this or any charging that has occurred due to Your incorrect selection.
- e) **We reserve the right to move You to Our standard Price Plan if You breach the terms and conditions of Your Price Plan**
- f) From time to time, We may (at Our sole discretion) offer certain specified categories of customers (which may or may not include You) special Price Plans for a certain period of time to be determined by Us.

g) If You have both electricity and Gas accounts with Us and You move Your electricity supply to another supplier but We continue to supply You with Gas We may charge You Gas only price (which may be different to the price offered for taking both electricity and Gas from Us) from the date that Your electricity supply has moved to that other electricity supplier.

9. Payment of Accounts

a) You must pay Us the cost of the Gas consumed at the premises, or for any bill which is based on an estimated Meter reading during the billing period (plus VAT), and any other taxes or charges which may be applicable to the Price Plan You have chosen.

b) Unless We have agreed otherwise, every bill, including bills based on estimated Meter readings are payable on the date specified in the bill.

c) You must also pay Us for any amount specified on the bill as other services that We have agreed to provide to You.

d) You must pay Us for any Siteworks that We or You have requested to be carried out at Your premises and for which We have been charged by Gas Networks Ireland.

e) Gas is charged in kWh. To convert the Meter read or estimated Meter read into kilowatt hours (kWh) a conversion factor is applied. This conversion factor is provided to Us by Gas Networks Ireland and is shown on Your bill.

f) The unit cost of kWh is applied to the number of kWh used or estimated to have been used during the Billing Period to produce the cost of Gas used by You at the Premises. Other taxes or charges may be payable (including a supply charge) depending on the Price Plan You have chosen.

g) You must pay Your bill to the specific payment conditions of Your Price Plan. If you pay us by direct debit, We reserve the right to change our direct debit collection date and we will notify you in advance of doing this.

h) All sums due to Us under the Agreement must be paid without deduction or set-off. If You do not pay Us a late payment fee or interest any sum due under the Agreement You may be liable to pay us a late payment fee or interest from the due date at a rate equal to 3% above EURIBOR, accruing on a daily basis until payment is made.

i) If You have an account with Us at another residential premises, We may transfer any credit or debit between Your accounts in order to recover any money You owe Us.

j) Further information on billing and payment options can be found in our [Codes of Practice](#), see condition 23.

k) We may install a PAYG meter at the premises if:

- You ask Us to and pay Our charge for the installation (details of the charges are available at Electric Ireland website www.electricireland.ie or by telephoning Us on 1850 30 10 30)
- Your gas Account is or has been in arrears and We consider it appropriate to install a PAYG Meter at the premises.

You will be charged for Gas on Our Standard PAYG Tariff.

Please note that some or all of any savings which you were receiving before having a PAYG Meter installed may not be available under the relevant PAYG Tariff.

When Gas Networks Ireland install a PAYG Meter at the premises they will issue to you free of charge [1] [2] GAS Card(s). These GAS Cards will be assigned to Your PAYG Meter. If You lose or damage your GAS Cards You may purchase a replacement at Your nearest Payzone outlet (or any other agent authorised by Gas Networks Ireland to issue GAS Cards).

When you have a PAYG Meter installed, You will no longer receive Gas bills from Us. Instead, We

will send you statements of Your use of Gas and prepayments made by You. These statements will be sent to You every two months or at such longer intervals as may from time to time be approved by the Commission.

10. Special Services Customers

We will provide certain services to Our customers who register with Us as requiring special services, including priority registers, in relation to their Gas usage. Information on these services, and how to register, are available in our [Codes of Practice](#), see condition 23.

11. Calculation of Gas Supplied

- a) You will be charged for the number of kilowatt hours (kWh) of Gas consumed, or estimated to have been consumed, or passed through the Meter, or estimated to have been passed through the Meter during the Billing Period, in accordance with the Gross Calorific Value of the Gas as determined by Gas Networks Ireland.
- b) To convert the Meter reading or estimated Meter read into kilowatt hours (kWh), a conversion factor is applied. This conversion factor is provided to Us by Gas Networks Ireland and is shown on Your bill.
- c) The calculation of Gas supplied will conform to the requirements of directive 2004/22/EC on measuring instruments or any amendment or re-enactment of that directive.

12. Gas/Network Emergency

In the event of and for the duration of a network emergency or in the case of an escape, or suspected escape, of Gas:

- a) We may at the request of the National Gas Emergency Manager, the Emergency Response Service or Gas Networks Ireland discontinue the supply of Gas to the Premises and
- b) You must refrain from using Gas immediately upon being told by Us or Gas Networks Ireland or the National Gas Emergency Manager that You should do so.

13. Emergency Response Service

- a) The Emergency Response Service is operated by Gas Networks Ireland on behalf of all customers.
- b) The 24-hour telephone number of the Gas Networks Ireland Emergency Response Service is 1850 20 50 50.
- 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 Gas Networks Ireland' website or may be obtained by contacting Us in accordance with Condition 22.

14. Limitation of Liability

- a) In Our role as Your supplier We will not be liable to You for any loss or damage sustained by You in respect of any failure by Us to supply Gas as a result of Our inability to secure a supply of Gas, industrial action, breaks or defects in mains, or any other reasonable cause outside our control.
- b) We will not be liable to You under this Agreement in contract, tort (including negligence) or otherwise for any indirect damages or economic loss, any loss of revenue, business, contracts, predicted savings or profits.
- c) We will not have any liability howsoever arising in respect of, or in connection with, any failure of the services provided by Gas Networks Ireland, your Gas Connection or any Siteworks.
- d) You accept liability for the care and maintenance of the Appliances and associated pipework at

the Premises.

- e) We accept no liability arising in relation to Your Appliances, the associated pipe work or the maintenance of the Appliances or associated pipe work.
- f) Nothing in this Agreement will exclude or restrict Your or Our liability for death or personal injury resulting from Your or Our negligence.
- g) If any exclusion or other condition in this Agreement is invalid for any reason and We become liable for loss and damage that could otherwise have been excluded or limited, our liability will be limited to a maximum sum equal to the total amount of charges and other payments We received from You for the gas supply.

15. Discontinuance of Gas Supply

Any Meter supplied to you shall remain the property of Gas Networks Ireland and may be removed or disconnected by Gas Networks Ireland in the following circumstances:

- a) under instruction from Us in accordance with Condition 16(b) or
- b) for safety or
- c) if interference is suspected or
- d) if there is no active Gas supplier at Your Premises.

16. Your Right to End the Agreement

- a) If You are moving Premises and/or no longer wish to keep Your Gas account open You must give Us seven (7) calendar days notice in advance of Your leaving the premises (or as otherwise agreed by Us) by telephone or by writing to Us (in accordance with Condition 22) and pay the amount due for all Gas used up to the date of such termination and for any other charges and obligations in Your Price Plan or services that We have agreed to provide to You under this Agreement. You will remain liable for any Gas used in the Premises until this notice is given and has expired and You have informed Us of the Meter reading Or You have given access by Gas Networks Ireland to read the Meter. In the event that you do not provide a reading or access to lock the meter, we will estimate the closing reading and any charges arising from this estimate must be accepted by you as the due amount on your final bill.
- b) The ending of the Agreement will not affect any rights or duties which have accrued to You before the Agreement ends.
- c) Where the supply of Gas is withdrawn due to Your default, You will pay Us all expenses reasonably incurred and the cost of supply withdrawal and of subsequent reinstatement, if any, in line with regulated charges and Code of Practice.
- d) Further information in relation to Gas Networks Ireland' policy and procedures for causing meters to be locked or the Gas supply to be withdrawn from the Gas Network is set out in Gas Networks Ireland' Code of Practice.
- e) In the event of Your death, either Your personal representative, or the occupiers for the time being of the Premises, or both of them together, will be liable for any continued supply of Gas to the Premises until a new Agreement is entered into for the supply of Gas to the Premises or until this Agreement is ended.

17. Our Right to Withdraw Supply and End The Agreement

We may request Gas Networks Ireland to withdraw Your Gas supply (disconnection) if:

- a) You fail to pay any bill for the Gas We have supplied or any other amount under this Agreement for supplying Gas.
- b) You do not agree to an arrangement to pay by instalments or break an agreed arrangement.
- c) Your installation or use of Gas interferes with the distribution system or disturbs other customers.

- d) You extend the supply to someone else who We consider to be a separate customer. .
- e) You do not meet all of Your obligations under these conditions or the Gaslink, Gas Networks Ireland, Terms and Conditions for Gas Users at Non Daily Metered (NDM) Offtake Points, and fail to put things right.
- f) If You have used Gas without permission or committed theft of Gas.
- g) You become insolvent, have a receiver, liquidator or examiner appointed, or enter into an arrangement with Your creditors.
- h) We need to do so by law.
- i) It is no longer practical to supply Gas for reasons outside Our control.
- j) You have asked Us to.
- k) Without notice, if the National Gas Emergency Manager, the Emergency Response Service or Gas Networks Ireland informs Us that there is any risk of fire or explosion or injury to persons or property as a result of any defects or suspected defects in the supply main, service pipe, Meter installation or the Appliances and this is not rectified within a reasonable period of time.
- l) Without notice, if We consider that there is any risk of fire or explosion or injury to persons or property by reason of any defects or suspected defects in the supply main, service pipe, Meter installation, or Your internal installations up to and including the Appliances.
- m) Without notice, if We no longer have a Licence to supply Your Premises.
- n) 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.

18. Complaints

- a) We have six [Codes of Practice](#); Complaint Handling, Marketing and Advertising, Customer Sign-Up, Billing, Disconnection, 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.

To obtain free copies please call Us on 1850 372 372 or visit Our website at www.electricireland.ie.

- b) We have a [Customer Charter](#) which sets out Our customer service commitments and Our seven guaranteed service standards. To obtain a free copy please call Us on 1850 372 372 or visit our website at www.electricireland.ie.

19. Variation of General Conditions

We may amend, vary or add to these Conditions at any time on giving You thirty days (30) notice. 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 end the Agreement in accordance with Condition 16(a) (the unvaried Conditions applying during the thirty (30) day notice period) otherwise You will be deemed to have accepted the new Conditions. We will provide You with a copy of the new Conditions at least twenty-eight (28) days before the change comes into effect.

20. Assignment

- a. You may not assign this Contract or Agreement without Our consent.
- b. We may, without Your Agreement, assign or transfer all or any part of Our rights and subcontract any of Our obligations under this Agreement to a party that holds the necessary authorisation(s).
- c. On such assignment or transfer, We may hand over Your Security deposit and any interest in same to the party mentioned in 20 b or refund it to You.

21. Notices

Except for price change notices issued under Condition 8(c) We will have given You proper notice:

- a) If We send the notice by post to Your last known address.
- b) 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.

- c) 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 22.

22. Contact Details

- a. Our Customer Service Department may be contacted at:

Electric Ireland

P.O Box 841,

South City Delivery Office,

Togher, Co.Cork.

By telephone: 1850 372 372

By telephone (outside Ireland) +353 1 852 9534

By fax: 021 434 4871

By e-mail: service@electricireland.ie

Minicom: 1850 372 707

Certain information as provided in the Conditions may also be obtained on Our website at www.electricireland.ie

- b. This contact information may be amended or varied from time to time. The up-to-date information in this regard will be displayed on Our website and on Your bill.

23. Our Codes of Practice and Customer Charter

We have seven Codes of Practice covering Complaint Handling, Marketing and Advertising, Customer Sign Up, Customer Billing, Disconnection, Pay As You Go Metering 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.

To obtain free copies please call Us on 1850 372 372 or visit Our website at www.electricireland.ie

. We have a Customer Charter which sets out Our customer service commitments and Our seven guaranteed service standards. To obtain a free copy please call Us on 1850 372 372 or visit our website at www.electricireland.ie.

24. Data Protection Notice

- a) In order that We may provide You with an effective service, and to comply with our legal obligations, it is necessary for Us to collect and use data relating to You ("Personal Data"). This includes Your name, address and contact details, information relating to your consumption of electricity and billing and payment data. Where appropriate, we may also hold information supplied by You, such as answers to security questions, bank account/credit card/debit card details and/or information relating to special circumstances you may have
- b) Where you switch to Us from another supplier, we may receive details of Your account history from that other supplier.
- c) We will hold, use and protect your Personal Data in accordance with data protection and privacy laws.
- d) We may disclose your Personal Data to persons who are providing services to us under contract. We are responsible for ensuring that those persons handle and protect your Personal

Data to Our standards.

e) Where the law requires, we may disclose Your Personal Data to authorities such as An Garda Síochána or Local Authorities. We may also disclose some or all of your Personal Data to another supplier in the following circumstances:

- a. Where you switch your account to that other supplier; or
- b. In the event of a market failure involving a supplier default, to the Supplier of Last Resort designated by the Commission for Regulation of Utilities
- f) Where necessary, we will seek your consent to specific uses of your Personal Data. Where you give that consent, you are entitled to revoke it at any time.
- g) You have significant rights in relation to the Personal Data that we hold about you. These rights include
 - a. Access to, and copies of, the Personal Data we hold about you
 - b. Correction of any Personal Data which is inaccurate
 - c. Deletion or erasure of Personal Data that we no longer require
- h) Your personal information may be transferred to the Distribution System Operator for the purpose of maintaining and operating supply to your premises.

To find out more about your rights and how We manage and protect them, please refer to our Privacy Notice, which can be found at www.electricireland.ie/privacy or You can get a copy by contacting us in accordance with the contact details at Condition 22 in this document. Further detail can be obtained by contacting our Data Protection Officer by email at dpo@esb.ie or by postal mail at Data Protection Officer, ESB, Two Gateway, East Wall Road D03 A995, Dublin 3.

25. Marketing

We, and/or agents acting on behalf of Us may contact You by text message, e-mail, post, telephone or in person with information about products or services (relating to Gas, electricity or other products and services, including those offered by third parties) which may be of interest to You. Please follow carefully the instructions below to ensure that Your marketing preferences are respected.

If You do not wish to be contacted please exercise Your right of opt-out as described below.

How to exercise Your right of opt-out

You can exercise Your right of opt-out either by writing to Us in accordance with Condition 22 or by emailing Us at service@electricireland.ie.

26. General

- a) The headings in these Conditions are for convenience only and will not affect their interpretation.
- b) If We waive a breach of the 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 these Conditions is invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected by that determination.
- d) 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

27. Events Beyond Our Control

We will not have to carry out any obligation 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, civil unrest, labour shortage or labour dispute, instructions or requests

from the Government, an emergency services organisation, or any other competent authority, or legal obligations.

28. Refunds

We will process without delay an refunds due to Our customers in accordance with agreed procedures.

29. Deemed Contracts

- a) A Deemed Contract will be automatically put in place where a premise is no longer subject to a contract for the supply of electricity by Electric Ireland but is connected to a supply where Electric Ireland is the registered supplier
- b) A Deemed Contract will commence on the date You take electricity supply from Electric Ireland in the circumstances described in a) above.
- c) A Deemed Contract constitutes a legally enforceable agreement for the supply of electricity between You and Electric Ireland.
- d) General Conditions 1 to 23 apply to a Deemed Contract except to the extent that they are inconsistent with this Condition 24.
- e) Customers supplied under a Deemed Contract are free to enter into a contract of supply with Electric Ireland or another supplier.
- f) Where a Deemed Contract is in place, it will continue until You register and enter into a new contract with Electric Ireland, or You enter into a contract with another supplier.
- g) Under a Deemed Contract, you will be charged Electric Ireland standard rates and you are responsible for the payment of electricity supplied
- h) Under a Deemed Contract, we will issue bills to your property based on actual or estimated meter reading which you are liable to pay
- i) Where a premise is no longer subject to a contract of supply with Electric Ireland and is being supplied under a Deemed Contract, it will be at risk of disconnection