

PREPAYPOWER LIMITED

TERMS AND CONDITIONS FOR THE SUPPLY OF GAS

These terms and conditions form the contract between you and PrePayPower Limited (Company No. 467144), of Paramount Court, Corrig Road, Sandyford, Dublin 18 (in these terms and conditions PrePayPower Limited is referred to as "we", "us" and "our", as appropriate). Full contact details for PrePayPower are set out in section 11. These terms and conditions govern the supply of gas to you for domestic purposes only.

1. DEFINITIONS

Please refer to this section for our definitions and explanations of terms used throughout this document:

"**Business Day**" means Monday to Friday, other than bank holidays and other public holidays in Ireland;

"**Cancellation Form**" means the cancellation form which may be completed and returned to the Company in accordance with clause 2.7 and which is available on our website at www.prepaypower.ie/termsandconditions/cancellationform ;

"**Charges**" means the total charges payable by you which may be the Tariff on its own or a combination of the Tariff and any applicable Service Charges;

"**Code of Practice**" means our following code of practice documents: Code of Customer Practice Overview, Code of Practice on Pay as You Go Metering and Budget Controllers, Code of Practice on Marketing and Customer Sign Up, Code of Practice on Complaint Handling, Code of Practice on Vulnerable Customers, Code of Practice on Billing and Disconnection.

"**Connection Agreement**" shall have the meaning set out in clause 15;

"**Contract**" means these terms and conditions, together with the Schedule of Service Charges and any application form that you have completed in writing or verbally over the phone;

"**Commencement Date**" means the date you accept the terms of this Contract pursuant to clause 2.1;

"**Deemed Contract**" means 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 had expired, or was not cancelled when a previous owner or occupier vacated the premises or the new owner or occupier did not enter into a new contract for supply;

"**EEA**" means the European Economic Area;

"**EURIBOR**" means the Euro Interbank Offered Rate being and is used to benchmark the rate of interest referenced in this agreement.

"**Extended Term**" means the period of time after the expiry of the Initial Term that this Contract is in force for;

"**Gas Conversion Factor**" means how much energy was released from burning gas which is then converted into Kilowatt Hours

"**Gas Networks Ireland**" means the licensed operator of the distribution system through which gas is supplied to you;

"**GNI**" is an abbreviation of Gas Networks Ireland

"**GPRN**" means Gas point reference number, the unique 8 digit number assigned to all Gas connections and Meters;

"**Initial Term**" means the initial period of this Contract being such period as shall be agreed by telephone between you and us, and any extensions or variations to this period as agreed between you and us (either by way of telephone or in writing) and further confirmed in writing (unless already so confirmed);

"**Meter**" means the meter at the Premises which records the Units of gas consumed and is supplied by the Gas Networks Ireland; and associated equipment

"**Occasional 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 gas to the Premises including, without limitation value added tax;

"**Premises**" means the premises (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;

"**Registration**" means the recording by the Gas Point Registration Operator (the "**GRPO**") of a person as being responsible for the provision of a supply of gas to the Meter with effect from a particular date and the term "**Registered**" shall be interpreted accordingly;

"**Regulator**" means the Commission for Energy Regulation (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 available at www.prepaypower.ie/termsandconditions/charges ;

"**Service Charges**" means the charges payable by you for services/activities supplied by us to you relating to us supplying gas 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 registered to supply gas to you;

"**Supply Point**" means the point shown in the Connection Agreement, or in any application to supply at a specific point at the Premises, where energy may flow between the local gas distribution system and your installation;

"**Tariff**" means the rate per kWh of gas supplied to you, the daily standing charge for the supply of gas to you, along with the application of appropriate levies and taxes, as published on our Website www.prepaypower.ie/termsandconditions/tariffs

"**Termination Notice**" the notice referred to in clause 6.2 that you must provide us if you wish to terminate this Contract;

"**Top Up**" means payments made by you at approved payment channels including retail payment intermediaries, by phone to the Prepaypower top up line and online at www.prepaypower.ie;

"**Unit**" means a cubic meter of gas;

"**Website**" means www.prepaypower.ie and any and all successor or replacement websites;

"**Usage**" means the Units recorded as consumed by the Meter;

"you" means you, the customer(s) and the designated account holder(s) with whom we have entered into this Contract, and "your" shall be interpreted accordingly.

2. THE CONTRACT

- 2.1 Save where clause 2.2 applies, this Contract will commence, or will be deemed to commence on the Commencement Date which will be either when:
- 2.1.1 you and we agree on the phone that we will supply gas to you at the Premises and you verbally agree to accept these terms and conditions; or
- 2.1.2 you sign up via our Website and click that you accept these terms and conditions.
- 2.2 If you are the owner of the Premises but the Meter will be used by, and the gas will be supplied for use by, tenants in the Premises:
- 2.2.1 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 Contract for its duration and ;
- 2.2.2 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 tenants) 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
- 2.2.3 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.
- 2.3 For the avoidance of doubt nothing in this clause 2 confers a right on a landlord to fetter a tenant's right to freely choose a gas supplier.
- 2.4 We will supply gas to the Premises from the Start Date, provided that:
- 2.4.1 we are duly authorised to do so under the Gas Regulation Act, 2013; and
- 2.4.2 if we do not already supply the Premises, the transfer of your supply to us has been successful.
- 2.5 The Contract constitutes the entire agreement between you and us.
- 2.6 These terms and conditions apply to the Contract 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.
- 2.7 If you enter into a Contract with us, you have fourteen (14) days from the day your Contract was concluded ("**Cancellation Period**") (to inform us: (i) by completing the Cancellation Form and returning to Cancellations Manager, PrePayPower Limited, Paramount Court, Corrig Road, Sandyford, Dublin 18 or (ii) by phone with our loyalty team at on 1890 989 608, by informing them that you wish to cancel the Contract.

- 2.8 Other than in circumstances where clause 2.2 applies you acknowledge that you are responsible for use of the gas supplied to the Premises pursuant to this contract and that you will be responsible for payment of all charges and fees of whatsoever nature lawfully incurred pursuant to this Contract until it is terminated in accordance with clause 6. If you cease to occupy 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 not limited to any fees and charges that accrue in this period) until such time as you effect termination pursuant to clause 6.

Deemed Contract

- 2.9 Where we are the registered supplier at a Supply Point, you are the occupier of the premises, there is no other Agreement in place with you or a third party at this Supply Point and you are consuming electricity, we will write to the premises giving notice that a Deemed Contract is in place. The commencement date for the Deemed Contract will be the date of the notice.
- 2.9.1 Pricing and billing will be as defined in Clause 5 of this agreement. Your Charges will be the standard tariff for your metering arrangement.
- 2.9.2 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 by any of the termination means covered in Clause 6.
- 2.9.3 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
- 2.9.4 All other terms and conditions will be as per the remainder of this Agreement
- 2.9.5 Details of ESB Networks' terms and conditions of connection can be found at this link: <https://esbnetworks.ie/docs/default-source/publications/conditions-for-connection-to-the-distribution-system-for-customers-less-than-100kva.pdf?sfvrsn=4>
- 2.9.6 Details of Gas Networks Ireland terms and conditions of connection can be found at this link: http://www.gasnetworks.ie/PageFiles/214/Revised_NDM_Gas_User_Terms_and_Conditions_010310.pdf

3. YOUR RESPONSIBILITIES

- 3.1 You confirm that you have the authority to enter into this Contract with us in respect of the supply of gas to the Premises.
- 3.2 You shall allow us, Gas Networks Ireland, or any other person nominated by us, safe access to the Premises:
- 3.2.1 At all reasonable times during the term of the Contract for any reason that relates to the supply of gas to you or that relates to the Meter, including the need to inspect, read, install, operate, test, calibrate, replace, maintain, repair, renew, remove and disconnect the Meter;
- 3.2.2 At any time in the case of an emergency.

- 3.3 It is your responsibility to pay due care and attention to the Meter. You will not interfere or allow any interference with the Meter, whether for repairs or for any other purpose without the consent of Gas Networks Ireland, and shall notify GNI and/or us promptly of any defect in the Meter or if any alteration or other attention is required.
- 3.4 You agree to provide us with all assistance and information required by us to enable us to become the registered supplier of gas at the Premises.
- 3.5 On request from us, you shall provide us with accurate readings in respect of the Meter.
- 3.6 On request from us, you shall confirm to us whether you are the owner or a tenant at the Premises.
- 3.7 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 and other third parties affiliated with us in order to supply gas to the Premises, including, without limitation to inspect, read, install, operate, test, calibrate, replace, maintain, repair, renew, remove and disconnect the Equipment at the Premises.
- 3.8 You shall ensure that the Meter is not damaged or interfered with. You shall immediately notify us where you have reason to believe there has been any such damage or interference. Meter tampering or interference of any sort with the Meter, including any related apparatus or 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 is a criminal offence and may result in prosecution.
- 3.9 You acknowledge and confirm to allow safe entry for a Gas Networks Ireland technician to install the Meter in your property
- 3.10 You acknowledge and confirm that Prepaypower reserves the right to charge you for all, if any, reasonable costs and/or Occasional Work Fees
- 3.11 When you use the Meter, it is your responsibility to ensure that all items pertaining to the Meter are kept safe and secure. This includes, but is not limited to, the plastic Top Up card and/or any credit purchased which may be misplaced or lost prior to the application of the Meter. Prepaypower will be not responsible for any lost, misplaced, or damaged Top Ups purchased. Charges for replacement Gas Top Up cards are subject to pricing as stipulated by Gas Networks Ireland and may be purchased in any approved vendors' outlet.
- 3.12 IT IS YOUR RESPONSIBILITY TO MAKE SURE THAT THERE IS ENOUGH GAS CREDIT BOUGHT TO MAINTAIN A CONSTANT SUPPLY OF GAS TO THE ADDRESS. IF YOU ARE NOT SATISFIED THAT YOU CAN DO SO, THEN OUR PREPAYMENT SERVICE MAY NOT BE SUITED TO YOUR NEEDS. FOR EXAMPLE,
- 3.13 WHILE WE WILL PROVIDE EMERGENCY CREDIT TO YOU (DETAILS OF WHICH ARE ON OUR WEBSITE), WE RECOMMEND THAT YOU ALWAYS KEEP YOUR METER IN CREDIT. FOR EXAMPLE, IF YOU LEAVE HOME FOR A NUMBER OF DAYS, YOU MUST REMEMBER TO HAVE CREDITED YOUR METER. THIS IS BECAUSE YOUR CREDIT IS USED TO DISCHARGE DAILY CHARGES AS WELL AS YOUR USAGE. WE WILL NOT UNDERTAKE, AND HEREBY DISCLAIM ANY, LIABILITY (OF WHATSOEVER NATURE) FOR YOUR FAILURE TO KEEP YOUR METER IN CREDIT.

3.14 In the event that (i) Top Up is bought from an unlawful or unauthorised 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 gas or theft of gas or fraud at the Premises then we reserve the right (without limiting any other rights 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 may recover any amounts that we reasonably believe are due and owing to us or to any third party either by invoicing you or by putting such level of prior charge on the Meter as we see fit based on your Tariff, the Schedule of Service Charges and validated readings or estimates provided to us by Gas Networks Ireland.

For the avoidance of doubt, this clause 3.14 applies not only to theft of gas or fraud while we are your registered supplier, but also prior to the date on which we became your registered supplier of gas. Where in our reasonable belief Top Ups have been purchased with a credit card of which you are not the authorised owner we reserve the right to recharge your account for such unauthorised use.

3.15 Where there has been a divergence of gas consumption measured and payments received for whatever reason in the Premises we will calculate your charges based on the confirmed readings from the Meter. We will refund or charge you the difference between the payments you have made and the correct Meter reading, taking into account the credit on your meter.

4. **CHANGE OF SUPPLIER TO US**

4.1 You hereby authorise us to contact your existing gas supplier for the purposes of coordinating the removal of the current gas credit meter and the installation of the PAYG meter on your behalf and to switch your supply arrangements from that supplier to us. You agree to provide us with such information as we may request in order to do so. For the avoidance of doubt you will not be charged any additional fees by us for changing gas supplier.

4.2 When we take over the supply of gas, you shall:

4.2.1 allow us to ask for information about your previous supply and disclose this information to third parties in order to carry out our responsibilities under this Contract; and

4.2.2 allow us or Gas Networks Ireland to obtain Meter readings at the Start Date and at regular intervals during the term of this Contract.

4.3 When your request to switch is processed, your current supplier will notify us if you are in arrears for an amount greater than a certain value 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 supply.

4.4 Prepaypower may perform a credit assessment of your application prior to sign up, upon which we reserve the right to decline your application 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

5. **PRICE AND PAYMENT**

- 5.1 Details of our Charges for supplying gas to you are set out in the Schedule of Service Charges and Tariffs as published on our Website and which is available here www.prepaypower.ie/termsandconditions/tariffs. The Charges you pay for gas include your Usage as recorded by the Meter, as well as a network standing charge (this is incorporated into your Tariff) and any applicable Service Charge (as set out in our Schedule of Service Charges).
- 5.2 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 Gas Networks Ireland or a third party authorised by the Regulator to levy Occasional Works Fees (or similar charges) in connection with the supply of gas to any Meter, we shall be entitled to charge you for an amount equal to the relevant Occasional Works Fees (or similar charges) and you agree to reimburse us for such amount in accordance with these terms and conditions.
- 5.3 You must pay all Charges and Occasional Works Fees in full. Part payment will not release you from your obligation to do so.
- 5.4 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 send you an annual electronic statement which will identify the Charges and the payments that have been made by you since our previous statement (if any). If your email is invalid, we will send the statement to the premises where energy is supplied or to your postal address, if different, and may charge you as per our Schedule of Service Charges. This statement will reconcile payments made by you with your Usage. If this reconciliation 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 an outstanding amount may also be paid at an agreed rate from subsequent Top Ups as "Prior Charges". Should the reconciliation process show an overpayment (after the credit balance on the meter has been 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 made by you.
- 5.5 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, 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 outstanding 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.
- 5.6 If you dispute any amount payable by you, 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.
- 5.7 If you request a visit to the Premises by a representative of Gas Networks Ireland to check the Meter, we reserve the right to re-charge any, and/or all fees in full, applicably charged to us on behalf of Gas Networks Ireland in accordance with the Schedule of Service Charges.

- 5.8 If you request a visit from a representative of Gas Networks Ireland and then cannot keep this appointment, you must let us know by midday on the immediately preceding Business 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.
- 5.9 If you dispute the accuracy of the Meter supplied by the Gas Networks Ireland and, if it is tested at your request and found to be accurate, you shall be required to pay a standard charge in respect of the test as a Pass Through Charge. However, if the Meter is found to be inaccurate then we may adjust the Charges as appropriate in accordance with our gas supply licence(s) and applicable law.
- 5.10 If Gas Networks Ireland suspends, disconnects or reconnects your gas supply or repositions your Meter you may be charged.
- 5.11 We may vary the Charges and pass through any variations to the Occasional Works Fees at any time by providing you with no less than thirty (30) days' prior notice. Details of such variations will be available on our Website, through national newspaper advertisement, and also visible on your Meter.
- 5.12 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 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 we see fit. Pricing is strictly as per the Charges Schedule available on our Website at www.prepaypower.ie/termsandconditions/charges.
- 5.13 If we decide it is required, at any time we may ask you to provide security cover which may be in the form of a cash deposit the amount of which we will decide. Any security cover provided to us as a cash deposit will be repaid to your when you close your account with us provided all sums due are paid or after a twelve month period provided you have satisfied our payment terms on a continued basis, whichever comes first.
- 5.14 The Conversion Factor We use to calculate consumption in kilowatt hours is provided to us by GNI.

6. **TERM AND TERMINATION**

- 6.1 Your Contract with us remains in place for the Initial Term and shall be automatically renewed for any Extended Terms, without requirement for further action by either of us, unless and until terminated in accordance with this Contract.

Termination By You

- 6.2 Subject to clause 2.7, you may terminate this contract by providing us with written notice (the "**Termination Notice**") either by post or email (see clause 11 for contact details) setting out the

day you wish the supply of gas to the Premises to cease (such date must be at least one calendar month from the date of the Termination Notice). This Contract will then terminate;

6.2.1 On the day requested by you on condition that:

- (a) On such date (i) either another gas supplier has commenced supply of gas to the Supply Point in the Premises or (ii) you have terminated the Connection Agreement for the Premises and de-registered the Premises from the gas distribution network operated by Gas Networks Ireland and the supply of gas to the Supply Point has been discontinued; and
- (b) there are no monies, fees or charges of whatsoever nature relating to this Contract owing by you to us; or

6.2.2 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 or occupier.

In circumstances other than the above in this clause 6.2.2, the supply of gas to the Supply Point will terminate on the date that:

- (i) another supplier commences supply of gas to the Supply Point at the Premises; or
- (ii) a new Contract is entered into by a new customer for the Premises; or
- (iii) we disconnect the Premises.

You accept that if you do not provide us with a closing meter read as close to the day on which the Contract ends, we may close your account using Gas Networks Ireland sourced meter read estimates or other industry standard estimates to close your account, subject only to 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 Charges.

6.3 **Obligation to Notify.** If you wish to cease receiving gas from us at the Premises you must terminate the Contract in accordance with the relevant provisions of clause 6.2. If you do not provide us with a Notice of Termination, or do not otherwise comply in full with all of the conditions set out in clause 6.2 that are required for termination by you, you will remain liable for the supply of gas to the Premises pursuant to this Contract and for all monies, fees or charges of whatsoever nature that accrue under this Contract until it has been properly terminated as provided for in this clause 6. 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.

Termination By Us

6.4 We may terminate this Contract (in whole or in part) and/or arrange for the disconnection of your gas supply to any Meter immediately upon giving written notice to you if:

6.4.1 you fail to pay any amount when properly due and payable to us under this Contract; or

- 6.4.2 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
- 6.4.3 where the Meter ceases to operate effectively or has been accessed fraudulently by bypassing, or attempting to bypass, the Meter; or
- 6.4.4 you have made unauthorised use of gas or committed theft of gas or fraud; or
- 6.4.5 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 are unable to pay your debts as they fall due or you cease or threaten not to pay your debts as they fall due or seek to make any composition or arrangement with your creditors or any event analogous to the foregoing occurs in relation to you; or
- 6.4.6 information you have provided to us is incorrect; or
- 6.4.7 if we are unable to supply gas to the Premises; or
- 6.4.8 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.
- 6.5 This Contract shall terminate without notice to you if the Regulator gives a last resort supply direction to another gas supplier to supply gas to the Supply Point in the Premises and the Contract will terminate on the date that such direction becomes effective.
- 6.6 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 obtained from you, that our service is no longer suitable for your needs.

Consequences of Termination

- 6.7 If we terminate this Contract pursuant to clause 6.4.3 or clause 6.4.4 because there has been unauthorised use of gas, or theft of gas or fraud, (without limiting any other rights or remedies we 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 3.15 of this Contract and our right to recover such amounts under clause 3.15 shall survive termination of this Contract.
- 6.8 Upon termination of this Contract, for whatever reason, or disconnection of your gas, for whatever reason you shall be liable to immediately pay to us:
 - 6.8.1 all Charges then due and payable to the effective date of termination (or re-connection if applicable); and
 - 6.8.2 all costs reasonably incurred by us as a result of such termination or disconnection up to the effective date of termination (or re-connection if applicable); and
 - 6.8.3 all interest on overdue amounts payable up to the effective date of termination (or re-connection if applicable); and

- 6.8.4 all Occasional Works Fees incurred at the Premises until the earliest to occur of (i) a new supplier commences supply of gas at the Premises or (ii) the Connection Agreement for the Premises is terminated or (iii) a new customer enters into a Contract for supply of gas from us at the Premises; and
- 6.8.5 a termination fee. A termination fee is payable if the Contract is terminated in the Initial Term. The termination fee is set out in the Schedule of Service Charges. No termination fee is payable if you provide us with a Termination Notice, within the appropriate Notice Period that you wish to terminate the Contract at the end of the Initial Term; and
- 6.8.6 any other fees and charges (other than the fees and charges set out in clauses 6.8.1 to 6.8.5) which are lawfully incurred under this Contract.
- 6.9 For the avoidance of doubt, other than the standard charges payable on termination as set out in clause 6.8 there is no separate charge payable by you for changing gas supplier where you lawfully terminate your Contract with us.
- 6.10 In the event that your Start Date occurs during the Cancellation Period and you subsequently cancel this Contract during the Cancellation Period then, provided you have provided us with consent to the Start Date occurring within such Cancellation Period you shall be liable for all Charges incurred during the period from the Start Date up to the date of such cancellation.
- 6.11 You will not receive a notice from us that the Initial Term has ended or that the Contract has been automatically renewed into the Extended Term. We will continue to charge your payment method until you actively terminate the Contract pursuant to the terms of this clause 6.

7. LIMITATION OF LIABILITY

- 7.1 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 greatest extent permitted.
- 7.2 We will not be liable to you for any event or circumstance beyond our reasonable control, including anything any other energy supplier or distributor does or fails to do.
- 7.3 Prepaypower will not be liable 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 Meter thereby compromising the safe supply of gas to a property
- 7.4 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 indirectly which is the result of an incorrect installation and/or removal of the Meter at a premises
- 7.5 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 consequential.
- 7.6 The limitations on our liability set out in this clause 7 shall continue to apply after the contract has ended

7.7 Each sub-clause in this clause 7 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.

8. **ASSIGNMENT**

8.1 This Contract is personal to you and you may only transfer it to someone else with our prior written consent and the consent of the new assignee.

8.2 We may, without your agreement, assign or transfer all or any part of our rights and subcontract any of our obligations under this Contract to a party who holds the necessary authorisation(s).

9. **VARIATION**

9.1 From time to time we may vary the terms and conditions of this Contract (see clause 5.1 regarding changes to our Charges) by providing you with no less than thirty (30) days' prior notice. We will notify you of these changes via our Website at www.prepaypower.ie/termsandconditions and by national newspaper advertisement.

9.2 If there is a material change to our terms and conditions, you may terminate this Contract on providing written notice to us. If the Contract is terminated pursuant to this clause 10.2 no early terminations fees will be charged provided that the Termination Notice is given within one month after the change of the Terms and Conditions.

10. **ENFORCEMENT OF RIGHTS**

10.1 We can enforce any rights and obligations under this Contract even if there is a delay in doing so.

10.2 If this Contract is found to be unenforceable in whole or in part by any court of law or other regulatory or competent body, this will not affect any other part of this Contract.

11. **NOTICES & CONTACT DETAILS**

How We May Contact You

11.1 Notices required under this Contract, or other forms of communication 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.

11.2 Any notices that we send to you by hand or by post will be sent to the 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 working days after posting unless we receive evidence to the contrary.

- 11.3 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 working day unless we receive evidence to the contrary.

How You May Contact us

- 11.4 If you need to contact us you can do so:

11.4.1 via the postal address PrePayPower Limited, Paramount Court, Corrig Road, Sandyford, Dublin 18; or

11.4.2 at the following telephone number; 1890 989 578 or

11.4.3 by sending an email to the following email address info@prepaypower.ie.

- 11.5 If you need to contact **Gas Networks Ireland** you can do so:

11.5.1 To find the correct postal address please use the following link:

<http://www.gasnetworks.ie/en-IE/About-Us/Contact-Us/Office-Locations/>

11.5.2 At the following telephone number; **Customer Service – 1850 200 694**

11.5.3 In case of an emergency telephone Gas Network Ireland's 24 hour emergency line – **1850 20 50 50**

11.5.4 By sending an email to the following email address: **networksinfo@gasnetworks.ie**

12. **USE OF PERSONAL INFORMATION**

12.1 All the information that you provide to us must be accurate and up-to-date. You must tell us about any changes to the information as soon as possible. You must provide us with your contact details, including your current email address and your current address and we are allowed to use these details to contact you in relation to your Contract with us. You must also provide us with your GPRN. If, pursuant to clause 2.1., you are deemed to have agreed to these terms and conditions, it is particularly important that you provide us with up-to-date and accurate contact details as soon as possible, and keep us informed of any changes to your contact details.

12.2 Information you provide to us or that we hold about you may be used by us, our employees and/or our agents, including companies within our group for the purposes specified, including:

12.2.1 to provide you with the services you have asked us for;

12.2.2 to identify you when you call;

12.2.3 to help detect and prevent crime, fraud or loss and to assist in debt recovery;

- 12.2.4 to help with the administration of your account, services and products;
- 12.2.5 as part of the process of selling all or part of our business; and/or
- 12.2.6 with your consent, to contact you by post, phone (including by automated calling units), fax, email and SMS with information about other services and products offered by us and/or our carefully selected partners.
- 12.3 We may also share your personal information with certain third parties who provide services in relation to this Contract in order to fulfil our obligations to you (including your Gas Networks Ireland for the purpose of maintaining and operating the supply to the Premises), or if we are requested to do so for legal or regulatory purposes. For example, we may be required to transfer your personal information to a supplier of last resort in the event of a direction from the Regulator to do so.
- 12.4 We may carry out credit and fraud prevention checks with licensed credit reference and fraud prevention agencies and they will retain a copy of the search. Information from your application and payment details on your account may be recorded by these agencies and may be shared with other organisations to help make credit and insurance decisions about you and members of your household and for debt collection and fraud prevention purposes.
- 12.5 We may also monitor or record telephone calls, to help improve our customer service, for security purposes, to administer your account and for debt recovery purposes.
- 12.6 Some other people or organisations that we share your information with may be based outside EEA, so your information may be transferred to countries that do not have the same standards or protection for personal information as Ireland. However, how we collect, store and use your personal information will continue to be governed by this clause 12, and in sharing your information with third parties based outside of the EEA, we will comply with our obligations under data protection law.
- 12.7 If someone has committed fraud or stolen gas by tampering with the Meter or diverting the gas supply, we will record these details on your account record and may share this information with third parties who are interested (such as regulatory bodies, other energy suppliers, landlords and housing associations). We may use this information to make decisions about you, your character, how likely we think you are able to pay for your gas. This may include recording sensitive personal information such as criminal offences you have been convicted of.
- 12.8 You agree that we can ask your previous supplier for information that will allow us to take over your supply, any such information requests about Meter readings and Equipment or charges you owe your previous supplier will be in line with industry procedures. You agree that we can provide information we hold about you (such as information about meter readings, Equipment or money you owe us) to your new supplier so they can begin supplying your gas.
- 12.9 If you inform us that you (or a member of your household) need extra care (for example, because of your age, health, disability or financial circumstances), we may record this in the information we hold about you. We may share your information with:
- 12.9.1 Gas Networks Ireland, social services, charities, health-care and other support organisations, if we believe at any time that they may be able to help you, or the other members of your household, by making sure there is an gas supply to the Address;

- 12.9.2 other energy suppliers if we believe you are considering changing supplier; and
- 12.9.3 the relevant metering agents or Gas Networks Ireland.
- 12.10 We will require direct permission from any individual (including yourself) to use their personal information as set out in this clause 12 and this Contract. This includes, in particular, sensitive information about yourself or other people in your household who will be regularly utilising energy under this Contract (such as health details for recording of vulnerable customer details). Individuals who have provided such direct permission agree that we can use this information in the way set out in this Contract.
- 12.11 You acknowledge that historical data relating to your consumption and use of gas at the Premises is stored on the Meter and may be viewed by a third party that has access to the Meter... Equally, Prepaypower may, where possible and practical, record and collect your energy consumption up to half hourly intervals.
- 12.12 You are entitled to have a copy of the information we hold on you, and to have any inaccurate information corrected. We may charge you a small fee for providing a copy of any information we hold about you. Please contact us at DataAccess@prepaypower.ie for further information on your right of access to your personal information.

13. **GOVERNING LAW**

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

14. **EMERGENCIES AND SAFETY**

- 14.1 You must contact Gas Networks Ireland – **GNI – 1850 20 50 50 (24 hour service)** immediately if you become aware or suspect any matter or incident that;
- 14.1.1 causes an inherent risk or danger or requires urgent attention regarding the supply or distribution of gas; or
- 14.1.2 affects, or is likely to affect, the maintenance of the security, availability and quality of service of the gas distribution network;
- 14.1.3 interferes with the correct operation of the Meter which may cause a risk to the safe supply of gas;
- 14.1.4 you notice the smell of gas either within, coming from a property or within the vicinity of a property;
- 14.1.5 if you suspect a person fraudulently installing, servicing, repairing any gas appliances, pipe works, meters (either credit or PAYG meters) without being a registered gas installer (RGI).

15. **NATIONAL TERMS OF CONNECTION**

- 15.1 In order to receive gas from us you must have an agreement with Gas Networks Ireland, the Irish national system operator for transmission and distribution of gas (a "**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 the gas distribution system in line with the terms and conditions of that Connection Agreement. You agree to be bound by and comply in full with the terms of your Connection Agreement. The Connection Agreement is a binding legal agreement. It sets out your rights and duties in relation to the connection at which GNI delivers gas to the Premises.

- 15.2 Gas Networks Ireland may deem that a Connection Agreement in the name of a previous occupant of the Premises applies to you.

16. CUSTOMER CHARTER AND CODE OF PRACTICE

- 16.1 Our customer charter and details of the services we provide, the service quality levels we offer to you, along with our compensation and refund arrangements which apply if the service quality levels that we are committed to are not met.

- 16.2 Our Code of Practice outlines services that we offer to customers including priority support customers and other vulnerable customers. This Code of Practice also explains who you can register as a vulnerable customer and details the way our business works, the services and the service quality levels you can expect from us. The Code of Practice can be accessed on our Website at www.prepaypower.ie/termsandconditions/codeofpractice 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.

- 16.3 Our Code of Practice for complaint handling details the procedure 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/codeofpractice or you can write to us at Complaint Handling Requests, Prepaypower, Paramount Court, Corrig Road, Sandyford, Dublin 18 to request a copy of this code of practice.