

PREPAYPOWER LIMITED

TERMS AND CONDITIONS FOR THE SUPPLY OF ELECTRICITY

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 electricity to you for domestic purposes only.

1. DEFINITIONS

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

"Budget Controller" means the budget controller supplied and installed by us for the purposes of recording payments for electricity consumption and interrupting usage if payments are not made;

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

"Electricity Distributor" means ESB Networks, the licensed operator of the distribution system through which electricity is supplied to you;

"Equipment" means the PPP Equipment and any Other Equipment;

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

"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);

"KeyPad Unit" means the keypad unit provided by us in conjunction with the Budget Controller to assist in recording payments and viewing Usage;

"Meter" means the meter at the Premises which records the Units of electricity consumed and is supplied by the Electricity Distributor;

"MPRN" means meter point reference number, the unique 11 digit number assigned to all electricity connections and Meters;

"Other Equipment" means your Meter, together with any other meters, electrical plant, electricity lines and all other apparatus at the Premises used to deliver measure and control electricity, but excluding any PPP Equipment;

"Occasional Works Fees" means any third party costs, charges, tax, duty, levy, tariff or any government or Regulator, other than the Charges, approved imposed cost or charge relating to the supply and distribution of electricity to the Premises including, without limitation value added tax;

"PPP Equipment" means the Budget Controller and KeyPay Unit;

"Premises" means the premises (including any part of any land or building or structure) (i) where we have installed PPP Equipment, or (ii) in respect of which we have become the registered supplier, or (iii) to which you have requested us to supply electricity under this Contract;

"Registration" means the recording by the Meter Registration System Operator (the **"MRSO"**) of a person as being responsible for the provision of a supply of electricity 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);

"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 electricity 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 electricity 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 electricity distribution system and your installation;

"Tariff" means the rate per kWh of electricity supplied to you, the daily standing charge for the supply of electricity 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 kilowatt hour;

"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 electricity 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 PPP Equipment will be used by, and the electricity 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 an electricity supplier.

2.4 We will supply electricity to the Premises from the Start Date, provided that:

2.4.1 we are duly authorised to do so under the Electricity Regulation Act, 1999; 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 entered into ("**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 electricity 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.

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 electricity to the Premises.

3.2 You shall allow us, the Electricity Distributor, 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 electricity to you or that relates to the Equipment, including in order to inspect, read, install, operate, test, calibrate, replace, maintain, repair, renew, remove and disconnect Equipment;

3.2.2 at all reasonable times after this Contract terminates to remove the PPP Equipment;

3.2.3 at any time in the case of an emergency.

3.3 All PPP Equipment remains our property.

3.4 You agree to provide us with all assistance and information required by us to enable us to become the registered supplier of electricity at the Premises.

3.5 On request from us, you shall provide us with accurate readings in respect of the Equipment.

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 in order to supply electricity to the Premises, including, without limitation to inspect, read, install, operate, test, calibrate, replace, maintain, repair, renew, remove and disconnect the PPP Equipment at the Premises.

3.8 If any PPP Equipment is returned to us other than in a clean and marketable condition, we may require you to pay the cost of fixing the PPP Equipment or otherwise restoring the PPP Equipment to 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.

3.9 You shall ensure that the Equipment 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. We reserve the right to charge you for all reasonable costs incurred by us (or our agent) in visiting the property and for any work that we or our agent may need to carry out in relation to PPP Equipment that has been damaged or interfered with in breach of this clause 3.9.

- 3.10 For the avoidance of doubt, we are not responsible for any faults or other problems with any Other Equipment.
- 3.11 When you use a Budget Controller, it is your responsibility to look after the plastic card or other device for payment, keeping it clean, safe and free from damage. Charges for replacement payment cards, replacement KeyPad Units and replacement Budget Controllers apply.
- 3.12 You accept responsibility for all pipes, equipment, wires and cables, and all other fittings used in connection with the supply of electricity at the point that electricity leaves your Meter after the Meter has measured it. You will make sure that they are kept in good working order and in a safe condition at all times.
- 3.13 IT IS YOUR RESPONSIBILITY TO MAKE SURE THAT THERE IS ENOUGH TOP UP BOUGHT TO MAINTAIN A CONSTANT SUPPLY OF ELECTRICITY 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, IF YOU ARE CRITICALLY ILL AND RELIANT ON MEDICAL EQUIPMENT THAT REQUIRES A CONSTANT SUPPLY OF ELECTRICITY, YOU MUST ENSURE AT ALL TIMES THAT YOU HAVE SUFFICIENT TOP UP TO MAINTAIN YOUR ELECTRICITY SUPPLY.
- 3.14 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. IF YOU DON'T CHARGE YOUR METER BEFORE YOU GO AWAY, YOUR CREDIT MAY RUN OUT AND ANY APPLIANCES 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 METER IN CREDIT.
- 3.15 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 electricity or theft of electricity 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 Budget Controller as we see fit based on your Tariff, the Schedule of Service Charges and validated readings or estimates from the ESB Network Meter, provided to us by ESB Networks.

For the avoidance of doubt, this clause 3.15 applies not only to theft of electricity or fraud while we are your registered supplier, but also prior to the date on which we became your registered supplier of electricity. Where in our reasonable belief top ups have been purchased with a credit card with which you are not the authorised owner we reserve the right to recharge your account for such unauthorised use.

- 3.16 Where there has been a divergence of electricity consumption measured for whatever reason between the ESB Networks Meter and the Budget Controller (other than for the reasons given in clause 3.15), we will calculate your charges based on the confirmed readings from the ESB Networks Meter. We will refund or charge you the difference between the payments you have made and the correct ESB Networks Meter reading, taking into account the credit on your meter.

For the avoidance of doubt, where the divergence is due to the operation of the ESB Networks Meter 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 payment that we receive arising from the operation of ESB Networks' meter during that period.

4. CHANGE OF SUPPLIER TO US

4.1 You hereby authorise us to contact your existing electricity supplier for the purposes of coordinating the removal of any budget controller (or similar device) that they may have installed, and the Electricity Distributor on your behalf to switch your supply arrangements from that supplier to us, and 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 electricity supplier.

4.2 When we take over the supply of electricity, 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 the Electricity Distributor 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 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 supply.

5. PRICE AND PAYMENT

5.1 Details of our Charges for supplying electricity 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 electricity 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 your Electricity Distributor or a third party authorised by the Regulator to levy Occasional Works Fees (or similar charges) in connection with the supply of electricity 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 any Occasional Works Fees payable by you 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 postage 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, and any other Charges and Occasional Works Fees levied as defined in our current Schedule of Service Charges. 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 by one of our representatives to the Premises to check any PPP Equipment, we may charge a fee in accordance with our Schedule of Service Charges.
- 5.8 If you request a visit from one of our representatives 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 Electricity Distributor 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 electricity supply licence(s) and applicable law.
- 5.10 If the Electricity Distributor suspends, disconnects or reconnects your electricity supply or repositions your Meter you may be charged. If we need to suspend, disconnect, reconnect or reposition any PPP Equipment, you may be liable for our reasonable costs in doing so, which will be agreed with you in advance.
- 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 by pressing button 3 to check the per unit rate and by pressing button 7 to check the total daily standing charge.
- 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 In the event that you terminate this Contract pursuant to clause 6.2 but do not give us the required one month's notice of termination then you will be liable to pay to us the Meter Removal Fee as set out in the Schedule of Service Charges. 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 Fee. The Meter Removal Fee will not be charged to you if you provide the required one month's notice of termination.
- 5.14 On any termination of this Contract (for whatever reason) we will automatically charge you the Meter Replacement Fee as set out in the Schedule of Service Charges to compensate us for any potential loss of the PPP Equipment at the Premises. 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 Replacement Fee. If we subsequently are permitted to recover the PPP Equipment from the Premises, or if you return the PPP Equipment, or we use the PPP Equipment to supply electricity to another party at that Premises we will refund the Meter Replacement Fee to you in full.

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 electricity 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 electricity supplier has commenced supply of electricity 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 electricity distribution network operated by the Electricity Distributor and the supply of electricity 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 electricity to the Supply Point will terminate on the date that:

- (i) another supplier commences supply of electricity 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 utilising ESB Networks provided meter read estimates or other industry standard estimates to close your account, subject only to all monies, fees or charge 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 electricity 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 electricity 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.

Termination By Us

6.4 We may terminate this Contract (in whole or in part) and/or arrange for the disconnection of your electricity 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 due to electrical wiring or structural changes the Budget Controller or Meter, ceases to operate effectively or electricity has been accessed fraudulently by bypassing, or attempting to bypass the Budget Controller or Meter; or

6.4.4 you have made unauthorised use of electricity or committed theft of electricity 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 electricity 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 electricity supplier to supply electricity to the Supply Point in the Premises and the Contract will terminate on the date that such direction become 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 electricity, or theft of electricity 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 electricity, 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 electricity at the Premises or (ii) the Connection Agreement for the Premises is terminated or (iii) you notify us of a time when the PPP Equipment can be removed from the Premises and arrange access at this time or (iv) a new customer enters into a Contract for supply of electricity from us at the Premises; and
- 6.8.5 a termination fee. A higher termination fee is payable if the Contract is terminated in the Initial Term than if the Contract is terminated in the Extended Term. The termination fees are 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 (in particular but not limited to the Meter Removal Fee and /or Meter Replacement Fee in accordance with clause 5.13 and 5.14).
- 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 electricity supplier where you lawfully terminate your Contract with us.
- 6.10 Upon termination of this Contract or disconnection of your electricity for whatever reason;
- 6.10.1 you are responsible for arranging the return of any Equipment unless we request you to leave the Equipment in its 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 Equipment; and
- 6.10.2 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 Budget Controller into Credit Mode. We will also make available to you on the phone or through standard vending channels that 60-digit code to put the Budget Controller into credit mode, should we fail to contact you. You may be required to purchase a prepayment and enter the 60-digit code into your Budget Controller. The value of the unused prepayment will be included in the final account reconciliation when we close your account.

6.11 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.

6.12 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 Liability for death or personal injury caused by our negligent acts or omissions is not limited.

7.4 We will only be liable for loss or damage arising from discontinuation of electricity supply which is a reasonably foreseeable consequence of our breach of this Contract up to a maximum liability of €3,000 in any calendar year.

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 5.11 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 9.2 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.

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 MPRN. 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, e-mail 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 Electricity Distributor 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 electricity by tampering with the Meter or diverting the electricity 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 electricity. 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 electricity.
- 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 The Electricity Distributor, 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 electricity 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 Electricity Distributor.

- 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 electricity at the Premises is stored on the PPP Equipment and may be viewed by a third party that has access to the PPP Equipment.
- 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 tell your Electricity Distributor - **ESB Networks Ltd: 1850 372 999 (24 hour service)** - immediately if you become aware of any matter or incident that either:
- 14.1.1 causes danger or requires urgent attention regarding the supply or distribution of electricity; or
- 14.1.2 affects or is likely to affect the maintenance of the security, availability and quality of service of the electricity distribution network.
- 14.2 Interfering or bypassing any PPP Equipment or Other Equipment is dangerous, may also be a criminal offence.
- 14.3 PLEASE CHECK YOUR HOME INSURANCE POLICY TO ENSURE THAT THE INSTALLATION OF ANY PPP EQUIPMENT IS PERMITTED UNDER THAT POLICY.

15. **NATIONAL TERMS OF CONNECTION**

- 15.1 In order to receive electricity from us you must have an agreement with ESB Networks, the Irish national Electricity Distributor (a "**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 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 your Electricity Distributor delivers electricity to, or accepts electricity from, the Premises. If you want a copy of the Connection Agreement or have any questions about it, please write to ESB Networks, Clanwilliam Court, Dublin 2, or see the Website at www.esb.ie.
- 15.2 The Electricity Distributor 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.