



Residential electricity Terms and conditions



These are our new standard conditions of electricity supply (August 2011) approved by the Commission for Energy Regulation. These replace all previous versions.

As a residential customer you will be deemed to have accepted these conditions and be bound by them from the time that you receive them.

We would ask you to read the Data Protection Notice in clauses 19 and 20 carefully.

www.bordgaisenergy.ie

**If you need help or advice
please contact us:**

Tel: 1850 632 632

Fax: 1850 631 631

elecinfo@bordgais.ie

Minicom: 1850 633 633

(for hearing impaired customers)

Customer service

Residential electricity

Bord Gáis Energy

PO Box 10943,

Dublin 1

Please note that to maintain the highest level of service we may monitor and record calls.

1 Definitions

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

“Appliances” means all apparatus which consumes electricity (including associated wiring) installed on the Premises beyond the Meter but does not include the Meter or any fittings and wiring installed up to the Meter.

“**Billing Period**” means a period of two months in respect of which we will issue invoices to you under this contract.

“**Bord Gáis Éireann**” means a statutory body established by the Gas Act 1976, having its principal office at Gasworks Road, Cork, acting through its energy supply business, Bord Gáis Energy and through its network business, Bord Gáis Networks.

“**Bord Gáis Energy**” or “**we**” or “**us**” means Bord Gáis Éireann, Gasworks Road, Cork, acting as an energy supplier through its supply business Bord Gáis Energy, Foley Street, Dublin 1.

“**Commission**” means the Commission for Energy Regulation.

“**Conditions**” means the standard conditions of supply set out in this document.

“**Contract**” means the contract between you and us for the supply of electricity to the Premises.

“**Distribution Services**” means any works carried out by ESB Networks in relation to the customer’s Electricity Connection, including but not limited to the provision, installation, repair, maintenance, energisation or de-energisation or servicing of the Meter or equipment used in the distribution and supply of electricity.

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

“**electricity network**” means all of the transmission and distribution wires used for the transmission, distribution and supply of electricity to, from or within Ireland.

“**emergency**” means an emergency endangering persons and/or property or an outage in the electrical supply arising from a fault in the electricity network.

“**emergency response service**” means the emergency response service operated by ESB Networks for the purposes of receiving and responding to reports of actual or suspected electricity emergencies.

“**ESB**” means Electricity Supply Board, a statutory corporation constituted under the Electricity (Supply) Act 1927, its successors and assigns.

“**ESB Networks**” means Electricity Supply Board, acting as operator of the electricity network.

“**last resort supply direction**” means a direction given to a supplier by the Commission requiring it to make available a supply of electricity to premises previously supplied by another supplier.

“**Licence**” means the Licence to supply electricity granted to us by the Commission.

“**Meter**” means the electricity meter and related fittings and wires installed by ESB Networks for the purpose of measuring the quantity of electricity used by you on the Premises and includes any such meter or meters of any type supplied to you at any time at the Premises.

“**MRSO**” means the Meter Registration System Operator, a body run by ESB Networks which maintains the register of all electricity meter points in Ireland.

“**Premises**” means the premises specified in the application for electricity supply completed by you or such other premises as may be notified by you to us and accepted by us from time to time.

“**prepayment solution**” means the prepayment solution through which electricity may be pre-paid from us.

“**Priority Support Customers**” means customers who are reliant on electrical home medical equipment, both life supporting and non life supporting.

“**Special Services Customers**” means customers who are of pensionable age (aged 66 and above), hearing, sight or mobility impaired or as defined by the Commission from time to time.

“**tariff structure**” means our list of current tariffs and the pricing structure applicable to each; and

“**you**” means you the customer who has entered into the Contract.

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

2 Sale and Supply

- (a) We will sell and supply electricity to you at the Premises subject to these Conditions until the Contract is ended by either of us in accordance with Condition 12 (Termination). We may issue you additional product specific terms and conditions depending on the particular product you have chosen. Together these form the Contract between us.
- (b) If we do not already supply the Premises, we will begin supplying the Premises on the date the MRSO notifies us we are the Supplier and the Contract will commence on that date.

3 Metering and Billing

- (a) The electricity supply will be measured by the Meter and metering equipment that will be installed and maintained by ESB Networks. ESB Networks staff, its agents or contractors will read the Meter.
- (b) In between readings of the Meter, estimations of your electricity consumption may be made by ESB Networks. An estimated Meter read

will be calculated having regard to a number of factors including (but not limited to) prior electricity usage at the Premises, the time of year and the nature of the Premises.

- (c) We will regularly send you bills for the electricity that you use. Your bill may also include charges for services that we have agreed to supply to you and will include VAT.
- (d) If you or we discover that any Meter reading has been inaccurate or omitted, or the readings have not been converted into charges correctly, you or we, as the case may be, must pay any money that is due at the date of the next bill.
- (e) If we have not been able to get Meter readings for any reason, we will use estimated readings. You can also provide us with your own Meter reading by phoning 1850 632 632.
- (f) If we supply electricity to you but all or part of such electricity supplied is not registered by the Meter (due to a fault or unauthorised interference or any other reason), you must pay an amount equal to the charge that would have been payable had the Meter or metering equipment been working properly.
- (g) Further information on your bill can be obtained in our Code of Practice on billing entitled “Bill Payment” and may be obtained by contacting us in accordance with Condition 18.

4 Access and Distribution Services

- (a) All equipment and installations up to and including the Meter belong to ESB Networks and must be used in accordance with ESB Networks’ instructions. We have no responsibility for maintaining the Meter or any metering equipment or associated wiring.
- (b) You agree to be bound by any conditions given to you by ESB Networks or by us on behalf of ESB Networks regarding your Electricity connection and any related matters.

- (c) You are responsible at all times for having due care towards the Meter. You will not interfere or allow any interference with the Meter, whether for repairs or for any other purpose without ESB Networks' consent, and shall notify ESB Networks and/or us promptly of any defect in the Meter or if any alteration or other attention is required.
- (d) You may request ESB Networks to carry out Distribution Services at the Premises.
- (e) We may request that Distribution Services are carried out at the Premises such as de-energisation, re-energisation or servicing of the Meter.
- (f) You are responsible for all costs (including VAT) associated with the Distribution Services. This includes any costs incurred as a result of the cancellation of the Distribution Services by you or because of your default. You are also responsible for any fees payable where ESB Networks visits the Premises to carry out the Distribution Services at a time agreed with you, but is unable to do so due to your default.
- (g) ESB Networks (and when appropriate we) will inform you at the time that you request the Distribution Services of the cost and payment terms of the Distribution Services including who will invoice you for those services.
- (h) You must allow ESB Networks and its contractors, sub-contractors and their employees, servants or agents safe, free and unrestricted access to the Meter and, if required, safe, free and unrestricted admission to the Premises at all reasonable times. This includes (but is not limited to) reading, inspection, repair and removal of the Meter and any other Distribution Services that you request ESB Networks to carry out at the Premises.
- (i) You must allow ESB Networks access to the Premises or Meter at any time in the case of any electrical emergency.
- (j) You will also allow us a right of entry to the Premises for all reasonable purposes at all reasonable times and at any time in the case of an emergency.

- (k) If you fail to comply with Condition 3 or 4 and this frustrates or delays payment for the electricity used by you, we will be entitled to treat this as a neglect or refusal to pay for the purposes of the Conditions.

5 Price of Electricity

- (a) The price of the electricity supplied by us is set out in our tariff structure, which is published by us from time to time.
- (b) Our up-to-date tariff structure is displayed on our website or it may be obtained by contacting us in accordance with Condition 17.
- (c) We are entitled to change the price charged once we have informed you either by the publication of an advertisement in any national daily newspaper or by sending notice of the change to you by post. Any such advertisement or notice will state the date from which the change is to become effective.
- (d) You may get advice from us on choosing a tariff but you are responsible for making the decision on what tariff best suits your needs. In the event that you have chosen the incorrect tariff for you, Bord Gáis Energy will not be held accountable for this or any charging that has occurred due to your incorrect selection. To change your tariff please telephone us on 1850 632 632.

6 Payment of Accounts

- (a) You must pay us the cost of the electricity consumed at the Premises, or which we have estimated that you have consumed during the Billing Period (plus VAT), and any supply charge which may be applicable to the tariff you have chosen. Unless we have agreed otherwise, every bill, including an estimated Meter read, is payable on the date specified in the bill. You must also pay us for any amount specified on the bill for other services that we have agreed to provide to you.

7 Security

- (b) You must pay us for any Distribution Services that we or you have requested be carried out at your Premises and for which we have been charged by ESB Networks. This includes (but is not limited to) the de-energisation or re-energisation of the Meter.
- (c) Your liability to pay for the electricity used at the Premises (plus VAT) together with any supply charges which may be applicable to the tariff you have chosen and any amount specified on the bill for other services that we have agreed to provide to you continues until all sums due are discharged by you.
- (d) If you have changed from another supplier, you agree to pay any outstanding charges transferred to us by the other supplier (including VAT).
- (e) You must pay us by one of the methods set out on our website, on the back of your bill or as set out in our Code of Practice entitled "Bill Payment".
- (f) If you do not pay us any sum due under the Contract you will be liable to pay us interest from the due date for payment at a daily rate equal to 2% above the Bank of Ireland AAA overdraft rate then in force or, if there is no such rate, then an equivalent rate, accruing on a daily basis until payment is made.
- (g) Should you neglect or refuse to pay any sums due by you to us in respect of electricity, we may request ESB Networks to install a prepayment solution at your premises in order to maintain your supply and/or repay any electricity debt owed by you which may be recovered through the prepayment solution. You may be responsible for the cost of installing the prepayment solution.
- (h) If you have an account with us at other premises, we may transfer any credit or debt between your accounts in order to recover any money you owe us.
- (i) A copy of our Code of Practice entitled "Bill Payment" may be obtained by contacting us in accordance with Condition 18.

If we decide it is required at any time, you must provide us with security cover (the form of this to be decided by us). This is for the payment of any monies which become due by you under the Contract. Any security cover provided to us which is in the form of a cash deposit will be repaid to you when you close your account provided all sums due have been paid or within a certain period provided you have satisfied our payment terms on a continuous basis.

8 Special Services Customers and Priority Support Customers

- (a) We will provide certain services to our customers who require special services or priority support in relation to their electricity usage. Details of these special services are set out in our Codes of Practice for Special Services Customers and Priority Support Customers which may be obtained by contacting us in accordance with Condition 18.
- (b) We maintain a register of Special Services Customers and Priority Support Customers. If you wish to be treated as a Special Services Customer or Priority Support Customer and receive the services as set out in our Codes of Practice, you must give us the necessary information that we require to compile these registers and we agree that we will not disclose this information except to other suppliers and ESB Networks who require the information to perform certain services for you and in accordance with these Conditions and the law.

9 Electricity Emergency

In the event of and for the duration of an electrical emergency:

- (a) We may at the request of the emergency response service or ESB Networks discontinue the supply of electricity to the Premises; and

- (b) You must refrain from using electricity immediately upon being told by us or ESB Networks that you should do so.

10 Emergency Response Service

- (a) The emergency response service is operated by ESB Networks on behalf of all customers.
- (b) The 24-hour telephone number of the emergency response service is 1850 372 999.
- (c) We will, in so far as is practicable, take steps to inform you of any change in the details of the emergency response service before such change becomes effective. In any event the up-to-date information about this service will be displayed on our website (www.bordgaisenergy.ie), or may be obtained by contacting us in accordance with Condition 17.

11 Limitation of Liability

- (a) We will not be responsible for any loss or damage sustained by you in respect of any failure by us to supply electricity as a result of our inability to secure a supply of electricity, industrial action, breaks or defects in mains, or any other reasonable cause outside our control.
- (b) We will not be liable to you under this agreement in Contract, tort (including negligence) or otherwise for any indirect or consequential loss or economic loss suffered by you as a result of the sale or supply of electricity or in connection with this Contract.
- (c) We will not have any liability howsoever arising in respect of, or in connection with, any failure of the services provided by ESB Networks, your Electricity Connection or any Distribution Services.
- (d) The Customer accepts liability for the care and maintenance of the Appliances and associated wiring at the Premises.
- (e) We accept no liability arising in relation to your Appliances, the associated

wiring or the maintenance of the Appliances or associated wiring.

- (f) Nothing in this Contract will exclude or restrict our liability for damages arising out of liability for death or personal injury arising from our negligence.

12 Termination

- (a) (i) You may end this agreement by giving us 28 days notice by telephone or by writing to us (in accordance with Condition 17) and by paying the amount due for all electricity used up to the date of such termination and for any other charges and obligations in your tariff or services that we have agreed to provide to you under this Contract.
- (ii) You will remain liable for any electricity used in the Premises until this notice is given and has expired AND you have either a) informed us of the Meter reading and you have provided us with the name of the incoming customer OR b) you have given access to ESB Networks to read the Meter and you have provided us with the name of the incoming customer. If you cannot provide us with the name of the incoming customer, you must give ESB Networks access to the Premises to lock the Meter and discontinue the supply of electricity to the Premises. In this case, you will remain liable for any electricity used until the Meter is de-energised.
- (iii) In the event of your death, either your personal representative, or the occupiers for the time being of the Premises, or both of them together, will be liable for any continued supply of electricity to the Premises until a new Contract is entered into for the supply of electricity to the Premises or until this Contract is terminated.
- (b) We may end this Contract in the following circumstances:

- (i) On giving you three months notice in writing where the continuation of the supply of electricity to your Premises is no longer economically viable.
 - (ii) If you have not paid any monies due by you under this Contract and we have followed our policy in our Code of Practice on Bill Payment in attempting to recover these monies.
 - (iii) If you continue to be in breach of these Conditions for one month or more, having received notice of any such breach from us.
 - (iv) Without notice, if the emergency response service or ESB Networks informs us that there is any risk of injury to persons or property as a result of any defects or suspected defects in the electrical network, meter installation or the Appliances.
 - (v) Without notice, if we consider that there is any risk of injury to persons or property by reason of any defects or suspected defects in the electrical network, meter installation, or your internal installations up to and including the Appliances.
 - (vi) Without notice, if we no longer have a Licence to supply your Premises;
 - (vi) Without notice, if a last resort supply direction is given to another supplier in respect of the Premises, and the Contract will end on the date that the direction takes effect; or
 - (viii) With notice, if you do not agree to the installation of a prepayment solution for the recovery of debt, where suitable.
- (c) The ending of the Contract, will not affect any rights or duties which have accrued to you or us prior to the Contract ending.
 - (d) Where the supply of electricity is disconnected due to your default, you will pay us all expenses incurred and also the cost of de-energisation and of subsequent re-energisation, if any.
 - (e) Further information in relation to our policy and procedures for causing

Premises to be disconnected from the electricity network is set out in our Code of Practice on Bill Payment which may be obtained by contacting us in accordance with Condition 18.

13 Complaints

- (a) You may make a complaint in relation to any issue arising under this Contract by contacting our Customer Service Department in accordance with Condition 17.
- (b) Any complaints made by you will be dealt with by us in accordance with our Code of Practice for dealing with customer complaints. You may obtain a copy of this code by contacting us in accordance with Condition 18.

14 Variation of Conditions

- (a) We may amend, vary or add to these Conditions at any time on giving you ten (10) days notice in writing. This notice will indicate where you may view or obtain a copy of the new Conditions. If any variation, addition or amendment is unacceptable to you, you may end the Contract in accordance with Condition 12 (a) (i) (the unvaried Conditions applying during the 28-day notice period) otherwise you will be deemed to have accepted the new Conditions.
- (b) The Conditions shall be displayed on our website, or may be obtained by contacting us in accordance with Condition 17.

15 Assignment

We may assign or transfer to any other person the benefit of this Contract or any or all of our rights and obligations hereunder without your prior written approval. You may not assign this Contract without our consent.

16 Notices

- (a) We will have given you proper notice:
 - (i) If we send the notice by post to your last known address on the second day after the date it was posted; or
 - (ii) If we address the notice to some or all customers in an advertisement. Notices may be included in any other communication we send you.
- (b) You will have given us proper notice if you send the notice by post addressed to us at our principal office in accordance with Condition 17.

set out the way we do our business in each of these areas and the services and levels of service you can expect. To obtain a free copy please call us on 1850 632 632 or visit our website at www.bordgaisenergy.ie

- (b) We have a Customer Charter which sets out our customer service commitments and our 6 guaranteed service standards. To obtain a free copy please call us on 1850 632 632 or visit our website at www.bordgaisenergy.ie

17 Contact Details

- (a) Our Customer Service Department may be contacted:
 - (i) In writing:

Customer Service
Residential Electricity
Bord Gáis Energy
PO Box 10943
Dublin 1
 - (ii) By telephone: 1850 632 632
 - (iii) By telephone (outside Ireland):
00353 1 602 1550
By fax: 1850 631 631
 - (iv) By e-mail: elecinfo@bordgais.ie
 - (v) Minicom: 1850 633 633Certain information as provided in the Conditions may also be obtained on our website at www.bordgaisenergy.ie
- (b) This contact information may be amended or varied from time to time. The up-to-date information in this regard will be displayed on our website and on your bill.

18 Bord Gáis Energy Codes of Practice and Customer Charter

- (a) We have five Codes of Practice covering Complaint Handling, Marketing, Bill Payment, Special Services Customers and Priority Support Customers which

19 Data Protection Notice

- (a) In order that Bord Gáis Energy may provide you with an effective service, it is necessary for Bord Gáis Energy to collect and use data relating to you while you are being supplied with electricity. This data is used mainly to manage your customer account and for operational reasons, including for example, visits to your Premises, works required at your Premises and construction and maintenance activities. In addition, data relating to you may be used for health and safety, administration, risk assessment, marketing and credit checking purposes. We may use the data relating to you to carry out credit checks and for fraud prevention with licensed agencies, fraud prevention agencies and other licensed electricity Suppliers. This data may be recorded by these organisations to prevent fraud, help make credit decisions about you and for debt collection purposes. Bord Gáis Energy may keep your data for a reasonable period after you cease to be supplied with electricity but will not keep it for any longer than is necessary and/or as required by law.
- (b) Bord Gáis Energy may disclose your data to other members of the Bord Gáis Éireann group and agents who act on behalf of Bord Gáis Energy in connection with the activities referred to above. Such agents are only

permitted to use your data as instructed by Bord Gáis Energy. They are also required to keep your data safe and secure. In the unlikely event of our being unable to provide you with electricity, an alternative supplier may be directed to do so by the Commission. In these circumstances, we may need to pass certain data on to the new supplier to enable it to supply you with electricity.

- (c) From time to time you may speak to employees of Bord Gáis Energy (or parties acting on its behalf) by telephone. To ensure that Bord Gáis Éireann provides a quality service, your telephone conversations may be recorded. Bord Gáis Energy will treat the recorded information as confidential and will only use it for staff training/ quality control purposes, confirming details of your conversations with Bord Gáis Energy or any other purposes mentioned in this Notice.
- (d) You have the right to ask for a copy of your personal data (Bord Gáis Energy is entitled to charge a nominal administration fee for this). If you wish to avail of this right, you should submit a written request to: Bord Gáis Energy – Data Protection Officer, P.O. Box 51, Gasworks Road, Cork. In order to protect your privacy, you may also be asked to provide suitable proof of identification. If any of your details are incorrect please let us know and we will amend them.

20 Marketing

Bord Gáis Energy, members of the Bord Gáis Éireann group and/or agents acting on behalf of Bord Gáis Energy may wish to contact you by text message, e-mail, post, telephone or in person with information about products or services (relating to gas, electricity or other products and services, including those offered by third parties) which may be of interest to you. Please follow carefully the instructions below to ensure that your marketing preferences are respected.

If you do not wish to be contacted by e-mail or text message with information about Bord Gáis Energy products and services which relate to the supply of electricity or gas, please exercise your right of opt-out as described below.

If you do not wish to be contacted by post, telephone or in person with information about Bord Gáis Energy products or services, including those which may not relate to the supply of electricity, please exercise your right of opt-out as described below.

How to exercise your right of opt-out

You can exercise your right of opt-out by either writing to us at:

Bord Gáis Energy
Data Protection Opt-out
PO Box 10310
Freepost F4062
Dublin 1

OR

completing the Web Form on
www.bordgaisenergy.ie/dp

21 General

- (a) The headings in these Conditions are for convenience only and will not affect their interpretation.
- (b) If we waive a breach of the Contract by you, that waiver shall not be considered to be or include a waiver of any subsequent breach by you of the same or any other provision.
- (c) If a competent authority determines that any provision of these Conditions is invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected by that determination.
- (d) The Contract shall be governed and construed in accordance with the laws of Ireland and the courts of Ireland shall have exclusive jurisdiction to decide any disputes arising between us and you.