

Level Pay Terms and Conditions

August 2016

Please note that these terms and conditions should be read along with your residential gas/electricity terms and conditions of supply and together they will form your contract with us.

1. Level Pay is a payment facility which allows customers to manage their gas and/or electricity account by making regular monthly payments via Direct Debit. Bord Gáis Energy Limited (“Bord Gáis Energy”) does not charge any additional administration fees for the provision of the Level Pay payment facility.
2. In order to avail of the Level Pay payment facility, you are required to have a valid Direct Debit mandate to be set-up with Bord Gáis Energy. Level pay is **not** available to customers with:
 - (i) a credit of €1000 or greater; or
 - (ii) a debt of €1000 or greater and the debt is owed for 60 days or more.

Bord Gáis Energy has the right to withdraw the Level Pay payment facility from a customer at any stage if these conditions are not met.

3. **Billing** - You will continue to receive bills, online or in the post from us every 2 months which will set out (among other things) any estimated or actual meter readings taken at the Premises, the amount being paid by Level Pay each month (the “**Payment Amount(s)**”) and other useful information about your gas and/or electricity account and the services we provide.
4. **Payments** – The customer’s bank account will be debited each month on a date agreed with us. The Level Pay payment facility will commence once we notify you of the first monthly Payment Amount and the date that your account will be debited each month. If this date falls on a weekend or bank holiday, the Payment Amount will be taken on the next Irish working day after this date. It is your responsibility to ensure sufficient funds are in your bank account to cover your monthly Payment Amount.
5. **Calculation of the Payment Amount** -The monthly Payment Amount is calculated based on one the following, as selected by us:
 - a. consumption History of the Premise, if available; or
 - b. annual consumption from the network providers (ESBN/GNI); or
 - c. annual consumption provided by the customer; or
 - d. our consumption calculator based on the profile of the Premises; or
 - e. national average annual consumption figures as set by the Commission for Energy Regulation (CER).

We take the gas or electricity usage of your Premises over the last 12 months and apply our current prices to calculate your annual bill. We then simply divide by 12 to create monthly payments.

6. **Adjustment of the Payment Amount:** We will adjust the monthly Payment Amount if there is a change in your consumption or a significant change to Bord Gáis Energy’s gas prices/electricity prices/ tariffs. If your Payment Amount is adjusted, we will let you know what your revised Payment Amount will be in your **next bill** (this will be sent to you by **post**

or if you are a paperless customer you will need to go **online** to view your bill) which will be issued to you in advance of the revised Payment Amount being taken by Direct Debit.

7. Due to the seasonal nature of energy consumption, the balance on your account can fluctuate between credit and debit at certain times of the year. This is explained in greater detail in “Your Helpful Guide To Level Pay” which can be found on our website at bordgaisenergy.ie/levelpay. To try to limit the impact of these fluctuations, we periodically review the balance on your account and any credit/debit balance will usually be applied across the Payment Amounts for the following 12 months. We make no guarantee that your Payment Amount will remain the same for any period of time.
8. **Overpayment/Underpayment** –If, after an annual review, the amount held/owing on your account is considered excessive by us, we will require payment of the balance from you or we will refund the balance to you prior to continuing the Level Pay payment facility. If there is a credit on your account in excess of €120, you can request a refund if (i) we hold a recent actual meter reading for the Premises and (ii) you do not have debt on another account with us. If you do not request a refund, the credit balance will be carried forward to the next year and may be used to reduce the monthly Payment Amounts.

If there is debt on the account then payment must be made for this. If we consider this debt to be excessive, we may cancel your Level Pay payment facility if you do not make the required payment.

9. **Meter Readings**- To ensure that the Payment Amount is correct, we require actual meter readings for the Premises. You can check if your Payment Amount is based on an actual meter reading for the Premises by reviewing your bill. This information can be found in the meter reading section of the bill, which has an explanation of each type of meter reading we use. If your bill is based on an “E” meter reading, you should contact us to submit an actual meter reading. Please contact us or see our website for options on how to submit meter readings. If we do not hold a recent actual meter reading for the Premises, this could result in your Payment Amount(s) being inaccurate and an overpayment/underpayment to us.
10. We reserve the right to remove the Level Pay payment facility from customers who we do not hold a recent actual meter reading for the Premises.
11. If a bill is issued prior to you registering for the Level Pay payment facility, you are required to pay this bill by the date specified in your bill before the Level Pay payment facility can be set up.
12. If you wish to terminate the Level Pay payment facility, you must contact us by telephone or in writing to notify us (our Contact Details are included in your residential gas/electricity terms and conditions of supply or can be found on our website www.bordgaisenergy.ie). The balance owed on the account will then become payable and the account will revert to bi-monthly payments due within 14 days of the date of issue of the bill by one of our other payment methods (details of which are included on our bill).
13. Bord Gáis Energy may terminate the Level Pay payment facility at any time by giving you notice of this termination.
14. In the event that a Direct Debit for a Payment Amount is returned unpaid, Bord Gáis Energy reserves the right to represent the Direct Debit for payment 7 days after the day that it was last presented. Failed Direct Debits may give rise to bank charges, please note that you are responsible for any related bank charges.
15. If a Direct Debit repeatedly fails, we may terminate the Level Pay payment facility immediately without notice.

16. Bord Gáis Energy reserves the right to select the customers that the Level Pay payment facility is offered to and we are under no obligation to offer the Level Pay payment facility to any customer.
17. If you close your gas/electricity account and we have already sent a request to the bank for the next monthly Payment Amount then this Payment Amount will still be taken by Direct Debit and the Payment Amount will:
 - (a) go towards the balance owed on your account; or
 - (b) you can contact us to arrange for a refund, if there is over payment.
18. If your Level Pay payment facility is cancelled, you will lose any discount you receive for paying by this method.