



Home electricity terms and conditions

It helps if it's Bord Gáis Energy
01 611 01 01 | bordgaisenergy.ie

BGE/RE/TAC/0918



Electricity for your home

These are our Electricity Terms and Conditions of Supply for the standard variable price approved by the Commission for Regulation of Utilities.

These Terms and Conditions will take effect in 30 days from receipt. Please see Condition 14 (a) for more details on your rights in relation to this notice period.

bordgaisenergy.ie

If you need any further help or advice please contact us:

Tel: **01 611 01 01**

Fax: **01 611 01 02**

E-mail: **info@bordgais.ie**

Minicom: **1850 630 630**

(for hearing impaired customers with their own minicom equipment)

Customer service

Residential electricity

Bord Gáis Energy

PO Box 10943, Dublin 2

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

Conditions of Supply for Electricity Residential Customers

These are our standard conditions approved by the Commission for Regulation of Utilities. As a residential customer you will be deemed to have accepted this contract from the date that you sign up (“cooling-off period”).

Bord Gáis Energy Limited is the Controller of your Personal Data. We now recommend that you read our Privacy Notice, to understand your data protection rights and how we collect and use your Personal Data. All of our Privacy Notices are located at www.bordgaisenergy.ie/dataprotection.

The Privacy Notice which applies to our gas and electricity supply customers is located at

www.bordgaisenergy.ie/docs/DataProtection/GasElecPrivacyNotice.pdf

The Privacy Notice does not form part of the contract between you and Bord Gáis Energy Limited.

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 Energy” or **“we”** or **“us”** means Bord Gáis Energy Limited, a limited company incorporated in Ireland with company number 463078 and having its registered address at 1, Warrington Place, Dublin 2.

“Commission” means the Commission for Regulation of Utilities;

“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;

“Deemed Contract” means a contract for the supply of electricity or gas under Section 16A of the Energy (Miscellaneous Provisions) Act 1995. A Deemed Contract is where a supply of energy (electricity or gas) is provided to a premises in the absence of a contract for supply between a supplier that holds a licence and the owner or occupier of a 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 (the Supplier of Last Resort) 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;

“Online Account” means our online account management system for customers where, once registered, you can access your bills and certain communications from Bord Gáis Energy, through our website or mobile app, using your registered email address and password (subject to any terms and conditions associated with online account use);

“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;

“Pay as You Go Meter” means the prepayment computerised meter through which electricity may be pre-paid from us using a top-up card.

“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 particularly vulnerable to disconnection during the winter months for reasons of advanced age or physical, sensory, intellectual or mental health 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. Where you are more than one person or entity, each person or entity is jointly and severally liable for your obligations under this 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 terms and conditions and the product specific terms and conditions 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.
- (c) You can cancel the switch within 14 days from the date you agreed to this Contract under the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 by using the cancellation form on our website at www.bordgaisenergy.ie/cancellation-form/ or by contacting us in accordance with Condition 17 (“cooling-off period”).
- (d) In certain circumstances, you may require us, for whatever reason, to

supply electricity to you during the 14 day (“cooling-off period”) cancellation period set out above. In the event that you wish to cancel this Contract during the 14 days (“cooling-off period”) but following the commencement of our supply of electricity to you, you agree to pay for all electricity supplied to you up to the date of cancellation.

- (e) If you are providing information about other people on a joint application or otherwise, you must make sure they agree that we can use their information to do this. If you give us false or inaccurate information and fraud is identified, we will pass your details to credit-reference and fraud-prevention agencies.

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 including but not limited to Siteworks charges that we have supplied 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 or when requested to do so by Bord Gáis Energy.
- (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 01 611 01 01.

- (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 “Billing & Disconnection” 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) We will transfer your data to ESB Networks (in accordance with our Privacy Notice) in order that they may perform services in relation to your Meter and electricity connection.
- (d) 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.
- (e) You may request ESB Networks to carry out Distribution Services at the Premises.
- (f) We may request that Distribution Services are carried out at the Premises such as de-energisation, re-energisation or servicing of the Meter.
- (g) 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.

- (h) 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.
- (i) 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.
- (j) You must allow ESB Networks access to the Premises or Meter at any time in the case of any electrical emergency.
- (k) 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.
- (l) 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 or email or to your Online Account. We will give you thirty (30) days notice in advance of any price change taking effect. Any such advertisement or notice will state the date from which the change is to become effective. Should we not hear from you within this period, by continuing to receive the supply of electricity you will be deemed to have given your express consent to accepting this change and that you are happy for the Contract to continue on the same terms and conditions, subject to the price change.

- (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 01 611 01 01.

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. If you do not pay your bill on time then any discounts that are applied to your bill may be removed at our discretion.
- (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 receive a discount from us for paying by a particular payment method then you must continue to pay by this payment method in order to maintain your discount.
- (e) 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 Commission for Regulation of Utilities. If we decide not to carry out the switch because of arrears, we will tell you in writing.
- (f) You will not be charged for changing Supplier.
- (g) If you have changed from another supplier, you agree to pay any outstanding charges transferred to us by the other supplier (including VAT).
- (h) 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 "Billing & Disconnection".
- (i) 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.
- (j) In the event that you are experiencing payment difficulties, we may agree to the installation of a Pay as You Go Meter at your premises (where suitable) in order to maintain your supply and/or repay any Electricity debt owed by you which may be recovered through the Pay as You Go Meter. You are responsible for the cost of installing the Pay as You Go Meter unless otherwise directed by Bord Gáis Energy.
- (k) An electricity top-up card will be issued to you for use with the Pay as You Go Meter. You shall be responsible for the safe custody of the top-up card. If a replacement top-up card is required

by you it will be charged to you at the rate prevailing at that time. For further information on Pay as You Go Meters please see our Code of Practice on Pay as You Go Meters. You may obtain a copy of this code by contacting us in accordance with Condition 18.

- (l) If you have a Bord Gáis Energy account with us at this or other premises, we may transfer any credit or debt between your accounts in order to recover any money you owe us.
- (m) Where you are more than one person or entity, each person or entity is jointly and severally liable for your obligations under this Contract. In the event that there are arrears owing on your account, Bord Gáis Energy reserves the right to seek recovery of these arrears from one or all of the joint account holders.
- (n) Failure to adhere to these Conditions in respect of payment of accounts will adversely affect your Bord Gáis Energy credit record.
- (o) If you close your electricity account (credit meter) and there is a credit balance due to you this will be shown on your final bill. You must contact us to receive your credit. If any credit remains unclaimed for longer than one year then we may remove this credit from your account.
- (p) Once Bord Gáis Energy has completed the process for debt collection as set out in our Code of Practice on Billing & Disconnection, we may pass your outstanding debt to a 3rd party agency who will attempt to recover the debt. In the event that this occurs then we may charge an administration fee.
- (q) A copy of our Code of Practice entitled "Billing & Disconnection" may be obtained by contacting us in accordance with Condition 18.

7 Security (Cash Deposit)

If we decide it is required at any time, you must provide us with security cover (such as a cash deposit). This may be used at Bord Gáis Energy's sole discretion for the payment of any monies which become due

by you under the Contract and which remain unpaid at any time. Any cash deposit will be repaid to you when you close your account provided all sums due have been paid or provided you have satisfied our payment terms on a continuous 12 month period, whichever is the earliest.

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 Code of Practice for Vulnerable 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 Vulnerable Customer Code 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 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) You accept 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

This Contract will continue until terminated by either you or us in accordance with clause 12.

- (a) (i) You may end this agreement by giving us 7 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 has expired and a) you have given us a meter reading or b) you have given access to ESB Networks to read and de-energise the Meter or c) you have accepted an estimated meter reading provided by us. If you cannot provide us with a closing meter read we may provide you with an estimated read calculated by us, at our sole discretion. Where this happens, you agree to make payment in full based on our estimated Meter read. In the event that you cannot provide a meter reading, do not accept our meter reading or cannot provide ESB Networks access to the Premises, you may be charged a special administration fee of €65 in order to close your account.
 - (iii) In the event of your death, your personal representative 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) with notice, 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 Billing & Disconnection in attempting to recover these monies;
 - (iii) with notice, 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;
 - (vii) without notice, if a last resort supply direction is given to another supplier (the Supplier of Last Resort) in respect of the Premises, and the Contract will end on the date that the direction takes effect (your data will be transferred to the Supplier of Last Resort in accordance with our Privacy Notice in order that it can supply you with electricity); or
 - (viii) with notice, if you do not agree to the installation of a Pay as You Go Meter or agree to enter into a payment plan 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 Billing & Disconnection 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 Experience team 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 General Conditions

- (a) We may amend, vary or add to these Conditions at any time on giving you thirty (30) days written notice by at least two methods which will be in the form set out below:
- Bill insert,
 - via our website,
 - by email or
 - via the mass media.
- (b) We will provide you with a copy of the amendments to the 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 7-day notice period) otherwise by continuing to receive the supply of electricity, you will be deemed to have expressly consented to accepting the new Conditions and these will become effective 30 days after we have served the notice of variation/addition/amendment.
- (c) 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) by email to the address you have registered with us; or
 - (iii) via your Online Account as notified to you by email; or
 - (iv) 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.

17 Contact Details

- (a) Our Customer Experience team may be contacted:
- (i) In writing: Customer Service
Residential Electricity
Bord Gáis Electricity
PO Box 10943
Dublin 1
 - (ii) By telephone: 01 611 01 01
 - (ii) By telephone (outside Ireland): 00353 1 602 1550
 - (iii) By fax: 01 611 01 02
 - (iv) By e-mail: info@bordgais.ie
 - (v) Minicom: 1850 630 630

Certain 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 6 Codes of Practice covering Complaint Handling, Marketing, Billing & Disconnection, Sign-Up, Vulnerable Customers (Special Services Customers and Priority Support Customers) and Pay as You Go Meters which set out the way we do our business in each of these areas and the services and levels of service you can expect. To obtain a free copy please call us on 01 611 01 01 or visit our website at www.bordgaisenergy.ie
- (b) We have a Customer Charter which sets out our customer service commitments and our 8 guaranteed service standards. If you believe that we have breached any of our guaranteed standards, you may apply for a Charter payment. To obtain a free copy please call us on 01 611 01 01 or visit our website at www.bordgaisenergy.ie

19 Deemed Contract

- (a) If you own or occupy a Premises where a supply of electricity and/or Natural Gas is provided and you do not have a contract for the supply of electricity and/or Natural Gas with Bord Gáis Energy as the registered supplier of the Premises then you will be considered to be supplied by us under a Deemed Contract.
- (b) The Deemed Contract will be between us, Bord Gáis Energy, and you, the owner or occupier of the Premises. The Deemed Contract will start on the date when you begin to take a supply of electricity and/or Natural Gas in the absence of a contract for supply and shall end on the date on which we or another supplier is registered with the MRSO and/ or GPRO as the supplier of the Premises or on the date on which we cease to supply the Premises, whichever is the earliest.
- (c) If you are being supplied under a Deemed Contract:

- (i) we will send you a notice informing you of this and advising you that you are liable to pay for any electricity and/or Natural Gas consumed under a Deemed Contract; and
- (ii) our standard Conditions of Supply for Residential Customers will apply to you;
- (iii) you will be charged our standard electricity and/ or Natural Gas tariff (which shall include applicable charges, taxes and levies) for residential customers for any electricity and/ or Natural Gas supplied. Our standard electricity and/ or Natural Gas tariff is published on our website at www.bordgaisenergy.ie or can be obtained by calling us on 01 611 01 01
- (iv) you are free to enter into a contract of supply with us or with another energy supplier.
- (v) You will be bound by ESB Networks General Conditions for Connection to the Distribution system for customers with a connection of less than 100kVA (if you are being supplied with electricity under a Deemed Contract).

20 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 and Commission for Regulation of Utilities shall have jurisdiction to decide any disputes arising between us and you.

