Supply of Electricity and/or Gas General Terms and Conditions for the Supply of Electricity and/or Gas by SSE Airtricity Limited to Domestic Premises in the Republic of Ireland

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context requires otherwise: **"Address"** means the address(es) at which Supply Point(s) is/are located;

"Agreement" means the agreement for the supply of electricity and/or gas between You and Us including the application signed by You or agreed by You over the telephone or on-line, these Terms and Conditions and any list of current Charges;

"Arrears" means an overdue payment that has not been paid by You;

"Credit Criteria" means the thresholds set by Us from time to time;

"Charges" means the amount(s) payable by You for (a) the supply of Energy by Us; (b) any costs associated with the supply of Energy by Us to You; and (c) any Pass Through Charges;

"Dual Fuel Customer" means a customer who has entered into an agreement with Us for the supply of both electricity and gas at its Address;

"Electricity and/or Gas Supply Licence" means the supply licence issued to Us by the Commission for Energy Regulation;

"Electricity Distributor" means the licensed operator of the electricity distribution network system through which electricity is supplied to You;

"Energy" means gas and/or electricity as applicable;

"Equipment" means meters, pipes, conduits, electrical and/or gas plant, electric and/or gas lines and all other apparatus between the electricity distribution network or the Gas Distribution System (as appropriate) and the Address (up to and including the meter) to deliver, measure and control Energy at the Supply Point(s);

"Equipment Charges" means the charges or costs that We are required to pay to the Electricity Distributor or Gas Transporter's Agent or incur ourselves for work carried out on the Equipment including, but are not limited to, (a) charges or costs for damage to the Equipment (including the meters) where the damage is Your fault; (b) charges or costs for carrying out meter accuracy tests as requested by You and the results show that there is no fault with the meter; (c) charges or costs for warrants of entry that may have been applied for to access an Address; (d) charges or costs for attending the Address for the purpose of inspecting or changing a meter; or (e) any charges or costs associated with changing a meter;

"Gas Distribution System" means the Gas Transporter's Agent's gas distribution system to the Supply Point(s);

"Gas Emergency Response Service" means the emergency response service designated by the Regulator and operated for the purposes of receiving and responding to reports of actual or suspected gas emergencies including suspected leaks or explosions;

"Gas Network Emergency" means Gaslink Independent System Operator Limited of Gasworks Road, Cork, County Cork appointed by the Regulator as the licensed operator of the Gas Distribution System (and its successors and assigns);

"Gas Transporter" means Gaslink Limited of 6 Lapps Quay, Cork, which has been appointed as the Regulator as the licensed operator of the Gas Distribution System through which gas is transported to you;

"Gas Transporter's Agent" means the networks business of Bord Gais Eireann, Gasworks Road, Cork, County Cork acting as agent for and on behalf of the Gas Transporter (and its successors and assigns);

"GCA" means the Gas Transporter's Terms and Conditions as updated and approved by the Regulator from time to time;

"National Gas Emergency Manager" means the person designated by the Regulator to manage a gas network emergency;

"Our" means belonging to SSE Airtricity Limited;

"Pass Through Charges" means any applicable third party costs, charges, tax, duty, levy, tariff or any government imposed charge, relating to the supply and distribution of Energy to the Supply Point(s) including, but not limited to, transportation and distribution use of system charges by the Electricity Distributor or Gas Transporter (as applicable) and VAT;

"Prices" means the current prices for the supply of Energy and any standing charge(s) as may be amended by Us from time to time;

"Regulator" means the Commission for Energy Regulation (or any other competent successor body or authority);

"SCA" means the Electricity Distributor's standard connection agreement titled **"Conditions for Connection to the Distribution System"** as updated and approved by the Regulator from time to time;

"Supplier of Last Resort" means the supplier appointed by the Commission for Energy Regulation

"Special Services Customers" means customers who are of pensionable age (aged 66 and above), hearing, sight or mobility impaired or as defined as such by the Regulator;

"Start Date" means, in respect of each Supply Point at the Address, the date(s) that we tell you that the supply of Energy will start or as soon as possible thereafter;

"Supply Point" means the point(s) at which the flow of electricity or gas supplied by Us is metered;

"We" and "us" means SSE Airtricity Limited and/or our permitted successors and assignees; and

"Our(s)" means belonging to SSE Airtricity Limited and/or our permitted successors and assignees;

"You" means the customer with whom We have entered into this Agreement;

"Yours" means belonging to You.

1.2 The headings in these Terms and Conditions are for Your guidance only and shall not affect the interpretation or construction of these Terms and Conditions.

1.3 We shall not be required to keep or preserve the original documentation pertaining to or arising out of any agreement (including the Agreement) but may keep copies by using any electronic method of storing information and a legible copy or a recorded electronic audio file (as appropriate) of any such information so preserved shall be considered a true record thereof

2. Supply & Term

2.1 We will sell and supply Energy to You to the Supply Point(s) at the Address and provide (or procure that a third party provides) any services associated with such supply from the Start Date until the Agreement is terminated by You or Us if:

a) We are authorized to do so pursuant to our Electricity and/or Gas Supply Licence; and

b) We accept You as a customer; and

c) the transfer of the supply of Energy to Us is successfully completed.

2.2 These are our Terms and Conditions for domestic customers in the Republic of Ireland. As Our customer You will be deemed to have accepted these Terms and Conditions and will be bound by them from the date You become a customer of Ours.

2.3 In consideration of being connected to the relevant distribution system, it is a condition precedent to the sale and supply of Energy from us that You accept and agree to be bound by the terms and conditions of a SCA and/or a GCA (as appropriate). The SCA and GCA are legal agreements which set out the rights and duties of the parties in relation to the connection at which the Electricity Distributor or Gas Transporter (as appropriate) delivers Energy or from which it accepts Energy. Please note that Your SCA and/or GCA may be amended from time to time by the Electricity Distributor and/or Gas Transporter (such amendments being approved by the Regulator).

2.4 The Electricity Distributor may deem that a SCA in the name of a previous occupant of the Address shall apply to You. In that case, You do not need to enter into a new SCA but You must keep to the conditions of the existing SCA. A SCA is entered into between You and the Electricity Distributor. If You require a copy of the SCA or have any questions about it, please contact Your Electricity Distributor or visit its website.

2.5 A GCA is entered into between You and the Gas Transporter's Agent acting as the agent for and on behalf of the Gas Transporter as and from the date of this Agreement. You may obtain a copy of Your GCA from the Gas Transporter's website www.gaslink.ie and www.bge.ie/networks. Alternatively, You may contact the Gas Transporter's Agent at 1850 20 06 04*.

2.6 Any gas meter supplied to You shall remain the property of the Gas Transporter's Agent and may be removed or disconnected by the Gas Transporter's Agent in the following circumstances:

(a) under instruction of Your gas supplier;

(b) for safety;

(c) suspected interference reasons; or

(d) there is no active gas supplier at the Address.

2.7 You agree that We may give Your information to the Gas Transporter and the Gas Transporter's Agent and/or the Electricity Distributor for the purposes of connecting You to, and operating, the Gas Distribution System and/or the Electricity Distribution Network and for the purposes of the GCA and/or the SCA.

2.8 You shall allow Your Electricity Distributor and/or Gas Transporter and/or the Gas Transporter's Agent or the Gas Emergency Response Service, access to the Address, at all reasonable times and at any time in an emergency, so they can inspect, install, operate, calibrate, replace, maintain, repair, renew, reset, remove and disconnect Equipment for any purpose under this Agreement (including taking readings).

2.9 You are responsible for making sure the Equipment is protected and kept in a safe condition. You must let Us or the Electricity Distributor or the Gas Transporter's Agent (as appropriate) know immediately if the Equipment is interfered with or damaged.

2.10 You agree to pay the Equipment charges.

3. Meter Readings and Equipment

3.1 The Electricity Distributor or the Gas Transporter's Agent (as applicable) is responsible for reading the meter at the Supply Point(s). Meter readings will normally be assumed to be correct. Where a meter reading is not available or We believe that the meter reading is inaccurate, We shall make a reasonable estimate and send You a bill or statement based on this reasonable estimate. If You or We discover that any meter reading was inaccurate, omitted or was not converted into Charges correctly, We shall either debit Your account in a subsequent bill or statement if You owe us money or We shall credit Your account in a subsequent bill or

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Registered in Republic of Ireland, company no 317386 with its registered office at Red Oak South, South County Business Park, Leopardstown, Dublin 18.

statement in respect of any money that We owe You.

3.2 If You dispute the accuracy of the meter at the Supply Point(s) at your Address, You can request the Electricity Distributor and/or the Gas Transporter's Agent (as applicable) to test the meter. You will be required to pay a standard charge for this test. If the relevant meter is found to be inaccurate then You will receive a refund of the standard charge for the test. We will also adjust the Charges accordingly. We shall either debit Your account in a subsequent bill or statement if You owe us money or We shall credit Your account in a subsequent bill or statement in respect of any money that We owe You.

3.3 In the event that a meter ceases to register or registers erroneously and evidence of this is available, then such meter shall be replaced by the Electricity Distributor or the Gas Transporter's Agent (as appropriate) and your average daily consumption shall subsequently be ascertained through a replacement meter for a reasonable period of time and We will then bill You in accordance with clause 5.

3.4 Except in the case of emergency under clauses 8 or 9, if We (or the Electricity Distributor and/or Gas Transporter's Agent) de-energise, re-energise, lock, unlock, disconnect or reconnect Your Energy supply or arrange for Your meter to be repositioned You may be responsible for the charges associated with this.

3.5 If You make an appointment with Us or through Us in connection with Your Energy meter(s) and cannot keep the appointment, You are required to give us as much advance notice of the cancellation as reasonably possible. You may be charged for the appointment if We incur any cost in respect of Your failure to keep the appointment.

3.6 If You request a visit to the Address to check the Equipment You may be charged for this. Pipework from the Equipment into Your Address and Your appliances connecting to it are Your responsibility. Neither We, the Gas Transporter, the Gas Transporter's Agent or the Electricity Distributor accepts any responsibility for maintaining the pipework or the appliances.

4. Security Deposit

4.1 We may request a security deposit from You in advance of the provision of Your Energy supply if You do not meet our Credit Criteria. We may increase an existing security deposit at any time if:
(a) You no longer fulfill our Credit Criteria; or
(b) You fail to pay or are late in paying any amount due to us (including, but not limited to, the security deposit requested by us).

4.2 We may also request a security deposit from you at any time during the provision of Energy if:
(a) You no longer fulfill our Credit Criteria; or
(b) You fail to pay or are late in paying any amount due to us (including, but not limited to, the security deposit requested by us).

4.3 The security deposit may be credited to You if You pay the Charges by direct debit or if You have paid Your bills in full by the due date each month for the previous 12 months

4.4 The security deposit shall be credited to You upon termination of Your Agreement with Us taking into account any unpaid Charges.

4.5 In addition to any rights We may have under this Agreement, any security deposit held by Us may be used to offset any Arrears You owe Us .

4.6 For further details in relation to security deposits, please see our Code of Practice on Billing which is available at www.sseairtricity.com/ie/codesofpractice.

5 Prices and Payments

5.1 If You are a Dual Fuel Customer and You change your electricity supply to another supplier but We continue to supply You with gas, We may charge You Our gas only price, which may be different from the dual fuel gas price, from the date that your electricity supply changes to that other electricity supplier

5.2 If You are a Dual Fuel Customer and You change your gas supply to another supplier but We continue to supply You with electricity, We may charge You Our electricity only price, which may be different from the dual fuel price, from the date that your gas supply moves to that other gas supplier.

5.3 We will send You a bill or statement every two (2) months (unless alternative arrangements have been agreed with You). This bill or statement will set out separately the Charges and will clearly identify the amount payable by You and the date upon which you must make the payment. You must pay the amount payable by You in full on or before the due date without deduction or set off. Part payment will not release You from Your obligations to pay.

5.4 If You have an account with us at other address or premises, We may transfer any credit or debt between your accounts in order to recover any money that You owe Us.

5.5 You will pay Us by one of the payment methods agreed by Us. If You do not provide or withdraw a direct debit instruction or You fail to pay by one of the payment methods agreed by Us, We may change the frequency of Your bills or statements and alter the Prices and We may also require You to pay a security deposit. 5.6 If You do not pay your bill on or in advance of the due date, We may charge You interest at the rate of three percent (3%) per annum above the current European Interbank Overnight Rate together with any reasonable costs incurred by us in relation to collecting any overdue payments from You. Such costs may include, but are not limited to, the cost of visiting You at your Address; where Your bank returns a cheque to us unpaid, or rejects a direct debit, because there is not sufficient money in Your bank account; or any third party costs that We incur in recovering or collecting the overdue payment from You.

5.7 If any of your direct debit payments are returned by your bank as being unpaid, You agree and acknowledge that We will be permitted to make representation to your bank for the amount of the unpaid direct debit(s) within 7 days of the notification of return by Your bank.

5.8 If You disagree with the Charges, You must pay any undisputed amount together with any further bills or statements issued by Us to You. Once the dispute is settled and if the Charges were correct, You must pay any amount that is still owed to Us and these will be included in Your next bill or statement. If the Charges were incorrect, We will take account of this in Your next bill or statement and adjust the Charges accordingly.

5.9 Some of our tariffs are calculated based on estimated consumption over a twelve (12) month (or shorter) period. If You pay an equal amount each month for Your Energy (by direct debit or by any other payment method agreed by Us), We may change the monthly amount payable by You and/or the number of months for which You pay following a review of Your actual Energy usage or change in the Charges. You will be liable for any costs associated with this recalculation of Your bills or statements.

5.10 If You pay us any amounts under this Agreement, We will apply the sum received from You against the Charges in the order that they became due. We will credit or debit Your account with any balance (if any) in Your next bill or statement. If You are a Duel Fuel Customer, We will apply the sum received from You against the overall account.

5.11 If Your chosen pricing structure is incompatible with your existing meter, We are happy to arrange for Your meter to be reprogrammed and/or replaced and You may be charged for this.

5.12 We may vary the Prices and pass through any variation to the Pass Through Charges at any time provided that We have informed You of this thirty (30) days in advance either by the publication of an advertisement in any national daily newspaper or by sending a written notice of the change to You by post or by email. Any such advertisement or notice will state the date from which the change is to become effective. Up to date information on our Prices and Pass Through Charges may be found on our website www.sseairtricity.com or by contacting our Customer Service Department the details of which are set out below. 5.13 From time to time, We may, in our sole discretion, offer certain specified categories of customers (which may or may not include You) special tariffs for a certain period of time to be determined by Us.

5.14 We are not required to notify You of any special tariffs introduced by Us from time to time. We shall have no liability to You and will not be held accountable in the event that You do not avail of any such special tariff or You have chosen the incorrect tariff. If Your Energy consumption is in excess of what We deem (acting reasonably) to be appropriate for a domestic customer, We will notify You of this and We may change You to an alternative tariff that would be more appropriate for Your consumption.

5.15 If anyone else at the Address uses the Energy supplied to the Supply Point, You will be responsible for their use of the Energy and You will be responsible for paying any Charges and any other appropriate or associated charges incurred by them from time to time.

5.16 If You experience any difficulty in paying the amounts due to Us under the Agreement, please contact Us immediately so that We can provide advice, and where appropriate, agree a payment plan, or other arrangement with You. You can contact Our Customer Service Department using the details set out in clause 20.

5.17 Provided that We have complied with our Code of Practice on Billing and Our Code of Practice on Disconnections, We may disconnect Your Energy supply and recover from You any costs reasonably incurred by Us in doing so. You will also be required to pay us the cost of disconnection and subsequent reconnection (if any) in the event that Our criteria are not met.

5.18 If You are a duel fuel customer, and are due for disconnection as set out in clause 5.17, You may choose to either disconnect Your electricity supply or Your gas supply first. If You do not make a choice, Your electricity supply will be disconnected first. In the event that You do not make an arrangement for payment following this disconnection, Your remaining electricity or gas supply will then be disconnected.

6. Pay-As-You-Go Metering

6.1 We may, with Your agreement, request the Electricity Distributor and/or the Gas Distributor's Agent to replace Your existing Energy meter with a pay-as-you-go meter if You meet the eligibility criteria as specified by the Regulator from time to time.

6.2 If a pay-as-you-go meter is installed at Your Address, it is Your responsibility to look after the meter and the key and/or plastic card (or other payment device) and ensure that

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the meter is kept clean, safe and free from damage.

6.3 We may charge You for replacement of the pay-as-you-go meter where You have not fulfilled Your obligations set out at clause 6.2 above.

6.4 If a pay-as-you-go meter is installed at Your address, You will not receive a bill from Us. We will, however, send a statement of account to You once a year in accordance with Our Pay-As- You-Go Metering Code of Practice.

6.5 If You have agreed a payment schedule with Us to clear Arrears You owe Us. We will send You a statement of account in relation to the payment schedule three times a year. We will also inform You in writing when all the Arrears due to Us have been discharged.

6.6 If You build up too much credit or are moving house and require a refund of credit from Your pay-as-you-go keypad meter, please contact Our Customer Service Department the details of which are set out in clause 20. We can only refund credit on electricity meters, where you build up too much credit on your meter we can only refund if the value is greater than Đ15.00. In order to process the refund, You must be You must contact us on the day You are moving out. Once the refund is processed all credit will be removed from the meter.

6.7 Details of how to use and top-up Your pay-as-you-go meter are available on our website www.sseairtricity.com. Alternatively, You can contact Our Customer Service Department the details of which are set in clause 20.

7. Change of Supplier and Debt Flagging

7.1 You will not be charged for changing supplier.

7.2 If You are with another Energy supplier and You ask Us to take over the supply of Energy You: (a) allow us to ask for information about Your consumption history in relation to Your previous Energy supplier and (b) will give Us an Energy meter reading on the Start Date or alternatively allow Us to obtain an actual meter reading at the Address.

7.3 We reserve the right to perform a credit check on Your accounts with other Energy suppliers before accepting You as a customer. If We decide not to carry out the switch because of Arrears, We will tell You in writing.

7.4 If You are Our customer and you wish to change to another Energy supplier and You have Arrears greater than the level set by the Regulator, a debt flag will generate on Your account. This debt flag will inform the acquiring supplier that You have Arrears greater than the levels set by the Regulator. For details of the levels set by the Regulator, please see our website www.sseairtricity.com or contact Our Customer Service Department the details of which are set out in clause 20.

8. Electricity Emergencies and Safety

8.1 In the event of any incident that either causes danger or requires urgent attention regarding the supply or distribution of electricity or affects or is likely to affect the maintenance, availability and quality of service of the electricity distribution network: (a) The Electricity Distributor will discontinue the supply of electricity to the Supply Point(s); and (b) You must refrain from using electricity immediately upon being told by Us or by the Electricity Distributor that You should do so or otherwise if the use of electricity becomes a health and safety risk or is likely to damage people or property.

8.2 If You suspect or are aware of any incident involving any of the matters described in clause 8.1 above or You have a concern that there may be an emergency involving electricity You must immediately call the emergency contact number on 1850 372 999*. You will also find this number printed on all electricity or dual fuel (gas and electricity) bills and/or statements.

8.3 We will, in so far as is practicable, take steps to inform You of any change in the details of the emergency contact number before such change becomes effective. In any event, the up-to-date information about this service will be displayed on our website www.sseairtricity.com or by contacting our Customer Service Department the details of which are set out below.

9. Gas Emergencies and Safety

9.1 In the event of and for the duration of a gas network emergency or in the case of an escape, or suspected escape, of gas:
(a) The National Gas Emergency Manager, the Emergency Response Service or the Gas Transporter's Agent will discontinue the supply of gas to the Supply Point(s); and
(b) You must refrain from using gas immediately upon being told by Us or by the Gas Transporter's Agent or the National Gas Emergency Manager that You should do so or otherwise if the use of gas becomes a health and safety risk or is likely to damage people or property.

9.2 If You suspect or are aware of a gas leak You must immediately call the Gas Emergency Number 1850 20 50 50*. You'll also find this number printed on all gas or dual fuel (gas and electricity) bills and/or statements.

9.3 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 information about this service will be displayed on our website www.sseairtricity.com or by contacting our Customer Service Department the details of which are set out below.

10. Termination

10.1 You may terminate this Agreement as follows:
(a) On the date requested by You:
(i) provided another supplier already started to supply Energy to the Supply Point(s) or the Supply Point(s) has/have been locked or deenergised by the Gas Transporter's Agent or the Electricity Distributor (as appropriate) and SSE Airtricity is a trading name of SSE Airtricity Limited which is a member of the SSE Group.
The Registered Office of SSE Airtricity Limited is Red Oak South, South County Business Park, Leopardstown, Dublin 18, Ireland. Registered in the Republic of Ireland No. 317386.
General Terms and Conditions for the Supply of Electricity and/or Gas by SSE Airtricity Limited to Commercial Premises in the Republic of Ireland A42/ROI/DOM/DFTC4
(ii) the supply of Energy to the Supply Point(s) has/have been discontinued; and
(iii) We agree (where permitted) that no monies remain outstanding from You.
(b) On the date You no longer own or occupy the Address provided You have given us at least seven (7) days' prior notice together with a meter reading (otherwise the supply of Energy at any Supply Point will terminate on the date that a confirmed meter reading is obtained at the Address); and
(i) Energy is supplied to the Supply Point(s) at the Address by another registered supplier;
(ii) a new account for the supply of Energy at any Supply Point(s) is opened by a new customer at the Address; or
(iii) the Supply Point(s) has/have been locked or de-energised by the Gas Transporter's Agent or the Electricity Distributor (as appropriate) and the supply of Energy to the Supply Point(s) has/have been discontinued.
If you wish to terminate this Agreement, you may contact our Customer Service Department the details of which are set out in clause 20.

10.2 If You do not comply with the notice requirements set out in clause 10.1 above or the Agreement has not otherwise been terminated in accordance with clause 10.1 You, remain liable for all amounts due under this Agreement until the date of termination as agreed by us (acting reasonably) or to the date upon which a new customer has moved into the premises.

10.3 We may terminate this Agreement, provided always that We have, where applicable, complied with Our Code of Practice on Billing), by written notice if:
(a) You are in material breach of this Agreement including, but not limited to, Your failure to pay any Charges due under the Agreement; or
(b) We are unable to install a prepayment meter; or
(c) You have not paid a security deposit when requested by Us to do so; or
(d) We have good reason to suspect fraud or money laundering; or
(e) We have good reason to believe the information You have given us is false or misleading;
(f) You are the subject of insolvency or bankruptcy proceedings; or
(g) We are unable to provide You with a supply of Energy; or
(h) the continuation of the supply of Energy to the Address is no longer economically viable.

10.4 We may terminate this Agreement, provided always that We have, where applicable, complied with Our Code of Practice of Billing, for any reason with fourteen (14) days written notice.

10.5 If We end this Agreement pursuant to clause 10.3 (a), (b), (d), (e), (f) or (g) inclusive above, We may recover any reasonable charges incurred in discontinuing the supply.

10.6 This Agreement shall terminate without notice if the Regulator gives a direction to another Energy supplier to supply the Supply Points, and the Agreement will terminate on the date that the direction takes effect.

10.7 The Electricity Distributor and the Gas Transporter are responsible for the quality of the supply of Energy to You and its continuity. Accordingly, We shall not be liable for the quality and continuity of Your Energy supply which are outside Our reasonable control.

10.8 If either We or You fail to fulfill any obligations under this Agreement (other than payment obligations) because of an event or circumstance outside Our reasonable control, that failure will not be a breach of this Agreement for the duration of that event or circumstance.

10.9 The termination of this Agreement will not affect the rights and obligations of either party existing before such termination.

11. Transfer and Use of Information (including Personal Information)

11.1 We will comply with our obligations under any applicable data protection legislation.

11.2 Information You provide or We hold may be used by us, our employees and/or our agents, including companies within the Scottish and Southern Energy Group (which SSE Airtricity Limited is part of) to help:
(a) identify You when You call;
(b) detection and prevention of crime, fraud and loss;
(c) administration of accounts, services and products; and
(d) contact You in writing and/or by phone and/or by email with information about other services and products offered by us and/or

our carefully selected partners where You have consented to receive such information. Any such contact will be in accordance with our Code of Practice on Marketing.

11.3 We may transfer any information in connection with Your Energy supply(ies) to or from the Electricity Distributor, the Gas Transporter, and//or Gas Transporter's Agent (as applicable) on receipt of consent from you. We may also transfer any information in connection with Your Energy supply(ies) to the Supplier of Last Resort provided We receive a directive from the CER.

11.4 Information You provide can also be shared between us and third parties who provide and/ or receive services in relation to this Agreement in order to fulfill our obligations. We may carry out credit and fraud prevention checks with licensed credit reference and fraud prevention agencies and they and/ or Us shall retain a copy of their results. Information from Your application and payment details for 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.

11.5 We may monitor or record telephone calls to help Us improve Our customer service, for security purposes, for administering Your account and for debt recovery purposes.

11.6 Upon payment of a fee and by written request to the Data Protection Officer the details of which are set out in clause 20. You are entitled to a copy of Your personal data which is held by Us. You also have the right to require Us to correct any inaccuracies in Your information.

11.7 We occasionally may advise You by letter, phone, electronic mail or SMS of services or products in which We believe that You may be interested. If You do not want to receive such details please exercise Your right of opt-out either by writing to us or by emailing us using the details set out in clause 20 and specifying you account / MPRN / GPRM on all correspondence.

12. Customer Charter and Codes of Practice

12.1 Our Customer Charter, which is approved by the Regulator, sets out our commitments to You regarding the service levels that You, as a customer, can expect from Us.

12.2 Our Customer Charter contains six Codes of Practice dealing with:
(a) Marketing and Sign Up;
(b) Vulnerable Customers;
(c) Pre-Paid Meters;
(d) Billing;
(e) Disconnections; and
(f) Complaint Handling.

12.3 Our Customer Charter is available on our website www.sseairtricity.com/ie/customercharter or You may request a free copy by contacting our Customer Service Department the details of which are set out in clause 20.

13. Vulnerable Customers and Priority Registers

13.1 Our Code of Practice on Vulnerable Customers (available on www.sseairtricity.com/ie/codesofpractice) sets out details of the services We offer to vulnerable customers.

13.2 Vulnerable customers are defined by legislation as household customers who are critically dependent on electrically powered equipment, which shall include but is not limited to life protecting devices, assistive technologies to support independent living and medical equipment, or are particularly vulnerable to disconnection during winter months for reasons of advanced age or physical, sensory, intellectual or mental health.

13.3 If You are dependent on any electrical medical equipment You must complete a Critical Care Customer Registration form which can be requested on sign up, or at any stage by contacting our Customer Service.

13.4 Details of customers who register with special requirements will be forwarded to the network operators (ESB Networks and Bord Gáis Networks) to enable the operators to perform certain services for you in accordance with this Agreement and the law. It also enables both ESB Networks and Bord Gáis Networks to identify those customers who are particularly vulnerable to a supply interruption. ESB Networks will include Your details in the Industry Register and Bord Gáis Networks will include Your details in the Priority Customers' List on the Gas Point Register.

14 Complaints

14.1 Our Code of Practice on Complaint Handling (available on www.sseairtricity.com/ie/codesofpractice) sets out details of our complaints procedure.

14.2 If You have a complaint, please contact our Customer Service Department the details of which are set out in clause 20.

14.3 We aim to resolve a complaint within three days. If You are dissatisfied with the outcome, your complaint can be escalated to one of Our supervisors. Should an issue remain unresolved, Your complaint can be escalated to one of Our customer service managers. In the event that You are dissatisfied with the outcome, We will provide You with a final response in writing. If You are still dissatisfied, You can contact the CER for an independent review of Your complaint.

15. Assignment

15.1 This Agreement is personal to You and You may only transfer it to someone else with Our prior consent.

15.2 We may, without Your consent, assign or transfer all or any part of our rights and subcontract any of our obligations under this Agreement to a party that holds the necessary authorisation(s). Your rights under clause 15.1 will not be affected.

15.3 On assignment or transfer, We may hand over Your security deposit to the party mentioned in clause 15.2 or credit it to You.

16. Variation

16.1 An up-to-date copy of Our Terms and Conditions can be found on our website www.sseairtricity.com.

16.2 We may, on giving you thirty (30) days notice, vary the Terms and Conditions for the supply of Energy as set out in this Agreement. Any variation of these Terms and Conditions is subject to approval by the Regulator.

16.3 If We vary the Terms and Conditions of this Agreement, We will publish the variation in accordance with Our Electricity and/or Gas Supply License(s). We may also include a notice on our website www.sseairtricity.com and/or a message on Your bill and/or statement.

16.4 If You do not accept any variation to these Terms and Conditions, you can terminate this Agreement in accordance with clause 10 above.

17. Enforcement of Rights

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

17.2 If this Agreement 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 Agreement.

18. Limitation of Liability

18.1 We shall only be liable for loss or damage which is a reasonably foreseeable consequence of a breach of this Agreement by Us up to a maximum liability of €120,000 in any calendar year.

18.2 We or You shall not be liable to the other for any loss or damage which is indirect, consequential, economic or financial including loss of profit, revenue, goodwill, business, contract or wasted expenses as a result of the sale or supply of Energy or in connection with this Agreement.

18.3 We will not have any liability howsoever arising in respect of, or in connection with, any failure of the services provided by, or any acts or omissions of, the Electricity Distributor, the Gas Transporter or the Gas Transporter's Agent.

18.4 Nothing in this Agreement shall limit or exclude liability for death or personal injury caused by Our negligent acts or omissions.

19. Notices

19.1 Notices required under this Agreement will be in writing and may be:
(a) sent by post or by e-mail; or
(b) published on our website www.sseairtricity.com; or
(c) published by a notice in any national daily newspaper; or
(d) noted on your bill or statement.

19.2 Any notices sent by post will be sent to the billing address or any other address (as the case may be) notified by You to us.

19.3 Any notices sent by e-mail will be sent to the e-mail address notified by You to Us (if any). We'll assume You've received posted notices within 5 working days after posting and electronic notices on the same working day as We send it unless We receive evidence to the contrary.

20. Contact Details

Our contact details are as follows:

Customer Service Department Address:
SSE Airtricity,
Red Oak South,
South County Business Park,
Leopardstown,
Dublin 18
Email: customerservice@sseairtricity.com.
Tel: 1850 40 40 70*.

Data Protection Officer Address:
SSE Airtricity,
Red Oak South,
South County Business Park,
Leopardstown,
Dublin 18.

Data Protection Opt-out Address:
SSE Airtricity,
Red Oak South,
South County Business Park,
Leopardstown,
Dublin 18.
Email: unsubscribe@sseairtricity.com

21. Governing Law

21.1 This Agreement shall be governed by the law of the Republic of Ireland. Any disputes arising under this Agreement (other than, for the avoidance of doubt, those disputes that are being dealt with by us in accordance with our Code or Practice on Complaint Handling) shall be dealt with by the courts of the Republic of Ireland. General Terms and Conditions for the Supply of Electricity and/or Gas by SSE Airtricity Limited to Commercial Premises in the Republic of Ireland

SSE Airtricity is a trading name of SSE Airtricity Limited which is a member of the SSE Group.

The Registered Office of SSE Airtricity Limited is Red Oak South, South County Business Park, Leopardstown, Dublin 18, Ireland. Registered in the Republic of Ireland.

*Charged at LoCall rate. Rates from landline and mobile companies may vary, so please check with your operator.

SSE Airtricity is a trading name of the Scottish and Southern Energy Group of which SSE Airtricity Energy Supply (Republic of Ireland) Limited is a member.
Registered in Republic of Ireland, company no 317386 with its registered office at Red Oak South, South County Business Park, Leopardstown, Dublin 18.