



Electricity smart meter terms and conditions (no fixed term)

It helps if it's Bord Gáis Energy
01 611 01 04 | bordgaisenergy.ie



Electricity for your home

These are our standard Electricity smart meter terms and conditions - no fixed term. These have been approved by the Commission for Regulation of Utilities. As a residential customer you will be deemed to have accepted these conditions from the time that you receive them, which will be fourteen days from the date that you sign up (“cooling-off period”).

bordgaisenergy.ie

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

Tel: **01 611 01 04**

Fax: **01 611 01 02**

By contacting us at:

bordgais.ie/company/contact-us

Customer service

Residential electricity

Bord Gáis Energy

PO Box 10943, Dublin 2

Deaf / Hard of Hearing Customers -
Contact us via “Live Chat” on our website or
“Have a Question?” form on our website or
Social Media (Facebook or Twitter)
from Mon to Fri (8am to 5pm).

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

Conditions of Supply for Smart Meter Electricity Residential Customers (No Fixed Term)

These are our standard conditions approved by the Commission for Regulation of Utilities. As a residential customer you will be deemed to have accepted these conditions from the time that you receive them, which will be fourteen days 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 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 consume electricity (including associated wiring) installed on the Premises beyond the Smart Meter but does not include the Smart Meter or any fittings and wiring installed up to the Smart Meter;

“Billing Period” means a period of one or two months (depending on your smart meter tariff) 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;

“Confirmation Letter” means a letter sent to you from us after you sign up to this Contract including details of your smart meter tariff, any applicable discounts and any product specific terms and conditions;

“Contract” means the contract between you and us for the supply of electricity to the Premises including these Conditions, the Confirmation Letter and any other document we send to you;

“Deemed Contract” means a contract for the supply of electricity or Natural Gas under Section 16A of the Energy (Miscellaneous Provisions) Act 1995. A Deemed Contract is where a supply of energy (electricity or Natural 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 Smart 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 Smart Meter;

“Electricity Consumption Data”

means the amount of electricity you are consuming and when you are consuming it as measured by the Smart Meter. The amount and type of electricity consumption data that is collected depends on your chosen smart meter tariff.

“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;

“Export Data” means the data collected by your Smart Meter for self-generated electricity which is exported back to the electricity network. This data is then provided to the customer’s electricity supplier by ESB Networks;

“Half Hourly Consumption Data” means data that is collected from your Smart Meter for every half hour of the day;

“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 Configuration Code” or “MCC”

is a code that describes the way your Smart Meter is configured in order to collect energy consumption data from your Smart Meter. Your MCC will be shown on the top right-hand corner of your bill;

“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;

“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;

“smart meter tariff” means any one of our smart tariffs contained in our tariff structure which is only available to electricity customers with a smart meter. These can include (but are not limited to) a 24 Hour smart tariff or a Time of Use tariff (including our Standard Smart Tariff).

“Smart Meter” means the electricity smart meter (which can give you more accurate information about your energy usage across each day) 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;

“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;

“Standard Smart Tariff or SST” means our standard smart Time of Use Tariff

which can be viewed on our Website.

“tariff structure” means our list of current tariffs (including our smart meter tariffs) and the pricing structure applicable to each;

“Time of Use Tariff” means a smart meter tariff that charges you different rates depending on when you use electricity. All of our Time of Use Tariffs are on our Website;

“Our Website” means www.bordgaisenergy.ie; 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 14 (Termination). We may issue you additional product specific terms and conditions in the form of a Confirmation Letter or otherwise depending on the particular product you have chosen. Together these Conditions and the Confirmation Letter 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 19 (“cooling-off period”).

- (d) In certain circumstances, you may require us, for whatever reason, to supply electricity to you during the 14 day cancellation period (“cooling-off period”) set out above. In the event that you wish to cancel this Contract during the 14 days 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.
- (f) It is a pre-condition of supply that you satisfy a credit check (at our sole discretion).

3 Smart Metering

- (a) ESB Networks owns all the Smart Meters in Ireland and collects electricity consumption data from Smart Meters. ESB Networks decides whether a Smart Meter can be installed at a property. If a Smart Meter is installed at your Premises, your electricity consumption will be recorded by the Smart Meter and metering equipment which will be installed and maintained by ESB Networks.
- (b) ESB Networks will then provide this electricity consumption data collected from the Smart Meter onto the relevant electricity supplier, in your case that is us, Bord Gáis Energy, who will then bill you for consumption based on the electricity consumption data provided by ESB Networks.
- (c) If your Premises has a Smart Meter, then the Smart Meter will be read remotely by ESB Networks (where technically possible). Some Smart Meters may still need to be physically read by meter readers working for ESB Networks if there are communications network

issues. You are obliged to provide these meter readers with access to the Smart Meter. Where ESNB reads a Smart Meter either remotely or physically they will provide energy suppliers like Bord Gáis Energy with meter reads which are known as “Actual Reads”.

- (d) If the Smart Meter requires to be physically read by ESB Networks or if there are network communications issues in between scheduled readings of the Smart Meter, ESB Networks will be unable to provide energy suppliers like Bord Gáis Energy with Actual Meter Reads. Therefore, estimations of your electricity consumption may be made by ESB Networks and they will provide energy suppliers like us with “Estimated Reads”. An Estimated 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. If you or we discover that any meter reading (Estimated or Actual) 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 you have a certain type of Smart Meter configuration called MCC 01 or MCC16 (noted on the top righthand corner of your bill) then you can also read the Smart Meter and submit meter readings to us or ESB Networks if you wish to do so. You may call ESB Networks to submit a meter reading on 1850 33 33 77 or you may submit a meter reading to us via your Bord Gáis Energy Online Account. Meter readings are collected less frequently from MCC01 and MCC16 Smart Meters therefore you may wish to submit a meter reading. However, ESB Networks may not accept your meter reading if it is able to read your Smart Meter remotely. Therefore, your meter reading may not be used for billing purposes if an Actual Meter Read can be obtained by ESB Networks.
- (f) If you have a Smart Meter installed and take no further action, ESB Networks will continue to collect your energy consumption data as normal (every two months) and provide it to us. In this case, your Meter Configuration Code will be MCC 01.
- (g) There will be different levels of electricity consumption data flowing from the Smart Meter depending on the smart meter tariff you have chosen. This will be explained to you when you sign-up for a particular tariff and will be set out in the Confirmation Letter.
- (h) If you have chosen not to share your half hourly consumption data with us then the Smart Meter will still be read remotely by ESB Networks but we will receive less information about your usage from ESB Networks.
- (i) You may choose for your electricity consumption data to be collected daily in half hourly intervals (half hourly consumption data) or every two months but displayed in ‘day’, ‘night’ and ‘peak’ intervals. The level of data collection will be made clear in the smart meter tariff you choose. ESB Networks determines the communications capacity and ability of the Smart Meter, therefore, the level of data collection you choose may not be always available. We, therefore, may not always be able to retrieve the amount or type of data you want from ESB Networks due to this or other network communications issues. Your choice of Time of Use of Tariff may also be limited in that circumstance as set out in Condition 7.
- (j) If you do not choose an MCC12 tariff and to have your electricity consumption data collected every half hour then you are unlikely to have access to smart pay as you go services (when available to customers) and may receive less energy usage and cost information from you.
- (k) If we supply electricity to you but all or part of such electricity supplied is not registered by the Smart 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 Smart Meter or metering equipment been working properly.

4 Smart Billing

- (a) We will regularly send you bills for the electricity that you use. This will either be every month or every two months depending on the smart meter tariff you have chosen. This will be explained to you when you sign up to a particular tariff.
- (b) 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.
- (c) Where technical or network communications issues occur, we may not be provided with an Actual Read from ESB Networks and will be provided with Estimated Reads instead. Where this happens, any necessary adjustment will be made when the next Actual Meter Read is obtained. You will see this adjustment on your bill.
- (d) Further information on your smart 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 19.
- (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 Smart 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.

5 Access and Distribution Services

- (a) All equipment and installations up to and including the Smart Meter belong to ESB Networks and must be used in accordance with ESB Networks’ instructions. We have no responsibility for maintaining the Smart 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 Notices) so that they may perform services in relation to your Smart Meter and electricity connection.
- (d) You are responsible at all times for having due care towards the Smart Meter. You will not interfere or allow any interference with the Smart 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 Smart Meter or if any alteration or other attention is required.
- (i) You must allow ESB Networks and its contractors, sub-contractors and their employees, servants or agents safe, free and unrestricted access to the Smart 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 Smart 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 Smart 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 5 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.

6 Half Hourly Consumption Data from Your Smart Meter

- (a) Where you choose the Time of Use Tariff configuration called MCC 12, half hourly consumption data may be provided to us by ESB Networks. Where half hourly consumption data is available to us, we can provide a breakdown of this data to you. This gives you a breakdown of your electricity usage for every half hour of the day.
- (b) You can access up to 24 months of your historic half hourly consumption data through our Website via your online account. You must have an online account with us to use this service. The amount of half hourly consumption data will be less if you joined us in the last 24 months and will be available for however long you have been with us. This half hourly consumption data can be downloaded to your own electronic device. We will regularly refresh this so it is accurate and up to date. Export data (where applicable and if available) can also be accessed on the same basis.

7 Price of Electricity and Smart Meter Tariffs

- (a) The price of the electricity supplied by us is set out in our tariff structure less any discount, where applicable. You will be notified of the price of your smart meter tariff and any discount, if applicable, in your Confirmation Letter. Our up-to-date tariff structure is displayed on our Website or it may be obtained by contacting us in accordance with Condition 19.
- (b) If you have a Smart Meter, then you can choose one of our smart meter tariffs including one of our Time of Use Tariffs. We also offer a standard Time of Use Tariff called our "Standard Smart Tariff". Time of Use Tariffs can charge different prices for electricity at different times

depending on which day it is, the time of the day or which season it is. In some limited circumstances, you may not be able to avail of a Time of Use Tariff if the communications system in your area is poor. This will be determined by ESB Networks and is outside of our control. All of our current Time of Use Tariffs are available on our Website.

- (c) If you have a Smart Meter installed then you will continue to avail of your existing electricity tariff from Bord Gáis Energy unless you make a choice to avail of one of our Time of Use Tariffs (including our "Standard Smart Tariff") or unless the Commission or another regulatory authority decides that your existing tariff may no longer be supported.
- (d) While you will have a choice of smart meter tariffs, a certain type of Meter Configuration Code is required for some of our tariffs. This will be explained to you when you sign-up to one of our smart meter tariffs. We reserve the right to change the smart meter tariffs we offer under each Meter Configuration Code over time.
- (e) If an issue occurs which impairs the communications network between the Smart Meter and ESB Networks, then we may no longer be able to support your chosen smart meter tariff. In this case, we will have to place you onto another smart meter tariff which can be supported by the communications network. We will always contact you if this occurs.
- (f) If for any reason, the Smart Meter is removed by ESB Networks and replaced with a standard meter or Pay as You Go Meter then your chosen smart meter tariff can no longer be supported and you will need to choose another non-smart electricity tariff from us.
- (g) You are able to change your smart meter tariff by contacting us in accordance with Condition 19. We will explain any conditions associated with this change when you sign-up for the new smart meter tariff.
- (h) If you have chosen a Time of Use Tariff which has a Meter Configuration Code 12 or 16 ("MCC 12" or "MCC16" as shown

on your smart bill) then you are unable to change to a tariff which has a Meter Configuration Code 01 (“MCC01”) due to industry rules for smart metering (unless an error has occurred or it is during your cooling off period where you will revert to your original MCC01 with your previous supplier). However, you can change from Meter Configuration Code 12 (MCC 12) to Meter Configuration Code 16 (MCC 16).

- (i) We have the right to change the structure of the smart meter tariffs that we offer from time to time. If we decide to alter or withdraw one of our smart meter tariffs then we will inform you of this and you may choose another smart meter tariff.
- (j) 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. 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.
- (k) You may get advice from us on choosing a smart meter 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 smart meter tariff please telephone us on **01 611 01 04**.
- (l) If you have been on the same energy tariff for three (3) years or more, we will send you a written notification or email to review your tariff.

8 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 smart meter tariff you have chosen. Unless we have agreed otherwise, every bill, including an Estimated 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 Smart 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. 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. If a Pay as You Go Meter is installed then you can no longer avail of a smart meter tariff until a smart Pay as You Go Meter is available. In the event of a Last Resort Supply Direction, you may lose any credit that is on your electricity Pay as You Go Meter.
- (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 19.
- (l) If you have a Bord Gáis Energy account with us at this Premises 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 19.

9 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.

10 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 19.

- (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.

11 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.

12 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 or may be obtained by contacting us in accordance with Condition 19.

13 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.

14 Termination

- (a) This Contract will continue until terminated by either you or us in accordance with this Condition 14.
 - (i) You may end this agreement by giving us 7 days' notice by telephone or by writing to us (in accordance with Condition 19) 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 (where applicable as set out in Condition 14 a) iii) or b) you have given access to ESB Networks to read and de-energise the Smart Meter (where applicable) or c) you have accepted an Estimated Read provided by us (where applicable).
- (iii) With a Smart Meter, you may still be required to provide a closing meter reading depending on your Meter Configuration Code as shown on the top righthand corner of your bill. If you have a Meter Configuration Code 12 (MCC12) then you are not required to provide a closing meter reading. If you have a Meter Configuration Code 01 or 16 (MCC01 or MCC16) then you will be required to submit a closing meter reading to us. If ESB Networks is able to read your meter remotely at this time then the ESB Networks meter reading will be used as your closing meter reading.
- (iv) If you cannot provide us with a closing meter read (where applicable as set out in Condition 14 a) iii) above)) 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 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.
- (v) 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 Notices so that the Supplier of Last Resort 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 and Disconnection which can be accessed on our Website or may be obtained by contacting us in accordance with Condition 19.

15 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 19.
- (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 19.

16 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 these Conditions. If any variation, addition or amendment is unacceptable to you, you may end the Contract in accordance with Condition 14(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) These Conditions shall be displayed on our Website or may be obtained by contacting us in accordance with Condition 19.

17 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.

18 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 19.

19 Contact Details

- (a) Our Customer Experience team may be contacted:
- (i) In writing: Customer Service
Residential Electricity
Bord Gáis Energy
PO Box 10943
Dublin 1
 - (ii) By telephone: 01 611 01 04
 - (iii) By telephone
(outside Ireland): 00353 1 602 1550
 - (iv) By fax: 01 611 01 02
 - (v) By contacting us at:
bordgais.ie/company/contact-us
 - (vi) Deaf / Hard of Hearing Customers
- Contact us via "Live Chat" on our Website or "Have a Question?"
Form on our website or Social
Media (Facebook or Twitter) from
Mon to Fri (8am to 5pm)
- (b) Certain information as provided in the Conditions may also be obtained on our website at www.bordgaisenergy.ie
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.

20 Bord Gáis Energy Codes of Practice and Customer Charter

- (a) We have 7 Codes of Practice covering Complaint Handling, Marketing & Advertising, Billing & Disconnection, Sign-Up, Vulnerable Customers (Special Services Customers and Priority Support Customers), Smart Metering 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 04 or visit our Website at www.bordgaisenergy.ie
- (b) We have a Customer Charter which sets out our customer service commitments and our 9 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 04 or visit our Website at www.bordgaisenergy.ie

21 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 or can be obtained by calling us on 01 611 01 04;

- (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.

Privacy Notice: Gas and Electricity Supply

1. Bord Gáis Energy and your personal information

This is the Bord Gáis Energy Limited Gas and Electricity Supply Privacy Notice. For all Gas and Electricity Supply services provided by us, the data controller is Bord Gáis Energy Limited. Bord Gáis Energy Limited is part of the Centrica group.

All of our Privacy Notices are located at www.bordgaisenergy.ie/dataprotection. If you are a HomeCare boiler services customer, the Home Care Privacy Notice at www.bordgaisenergy.ie/docs/DataProtection/HomeCarePrivacyNotice.pdf will apply to you.

2. Personal information we collect

We collect the following types of personal information from you:

- (a) **Your contact details:** information that allows us to contact you directly - your name, email address, telephone number and addresses associated with your account.
- (b) **Details of other people linked to your account:** if you have nominees, executors, or people with a power of attorney, their details will be linked to your account.
- (c) **Payment information and account history:** purchase history, credit/debit card details and bank account details you provide to make payment for the products and services you purchase from us; your payment method and history.
- (d) **Vulnerable Customer status:** if you apply to be registered on our Special or Priority Services Register, you provide us with details of your advanced age and health status/conditions (for more details, see www.bordgaisenergy.ie/docs/publications/codes-of-practice/bge-special-services-register-v4.pdf (for electricity) www.bordgaisenergy.ie/docs/publications/codes-of-practice/BGE_NG_SSCOP_0515.pdf (for gas))
- (e) **Meter and energy consumption information:** information about your meter (GPRN and/or MPRN) and how much energy is used at your premises. If you are on a smart meter tariff, we can obtain more frequent information about your energy consumption. If you want to know more about this frequency, please see your terms and conditions for your smart tariff or our Code of Practice on Smart Meters
- (f) **Records of your discussions with our customer support teams, including call recordings:** when you share comments and opinions with us, ask us questions or make a complaint, including when you phone us, we will keep a record of this. This includes when you send us emails, letters, phone our support team or contact us through social media.
- (g) **Identification information:** identification documents may be requested by us on occasion when dealing with customer queries. Where customers avail of Fuel Allowance, their PPS number will be required.
- (h) **Credit information:** information that allows us to understand your creditworthiness.
- (i) **Responses to surveys, competitions and promotions:** we keep records of any surveys you respond to or your entry into any competition or promotion we run.
- (j) **Lifestyle and demographic insight information:** we use regional demographic information to determine what products or services customers may be interested in.
- (k) **Rewards information:** if you are a member of our Rewards Club, information about your Rewards account, including which rewards you choose.

- (l) **How you use mobile applications and websites:** when you use our applications or websites, we collect information about the pages you look at and how you use them, your device type, operating system and browser type.
- (m) **Location information:** your smartphone or computer's IP address may tell us an approximate location when you connect to our websites, but this will be no more precise than the city, county or country you are using your device in.
- (n) **Advertising and Direct Marketing:** information about how you respond, or interact with, any direct marketing or advertising communications directed to you, including any requests for these communications to stop.

You are not required to provide any of the personal information described above to us, however, if you do not do so, you may not be able to set up an account with us, or the functionality of our products or services may be reduced.

3. What we use your personal information for and why

We process some of your personal information to fulfil the contract between us and we are also required by law to obtain this information as we are a licensed electricity and gas supplier:

Purpose	Personal information used
Providing products and services to you and maintaining your account	• All the data listed in categories a-h of section 2 above
Billing you and taking payment for our products and services	• All the data listed in categories a-h of section 2 above
Answering your queries or complaints	• All the data listed in categories a-h of section 2 above
To deliver service communications	• Your contact details and account history
Debt collection	• All the data listed in categories a-h of section 2 above

We process the following personal information because we have a legal obligation to do so:

Purpose	Personal information used
Detecting, preventing or investigating crime or suspected crime (pursuant to our license obligations and the Energy (Miscellaneous Provisions) Act 2012)	• The personal data we use will depend on the nature of the problem. At a minimum, it will include your contact details and account history
Maintaining the Priority and Special Services Registers (pursuant to S.I. No. 463/2011)	• If you are registered on our Priority or Special Services Register, we will be processing health information that is relevant to maintaining these registers
Attending to emergency situations (pursuant to our license obligations)	• Contact details • Account information and details of other people linked to your account • Vulnerability information
Complying with obligations imposed by our regulators	• The personal data we use will depend on the nature of the issue but will often include all the data listed in categories a-f of section 2 above
Internal and statutory audits	• All personal information we collect as listed in Section 2

We process the following personal information to ensure our customers, staff or agents are protected from harm:

Purpose	Personal information used
Health and Safety of our customers, staff and contractors	<ul style="list-style-type: none"> Account information Records of your discussions with our customer support teams

We process the following personal information because we have a legitimate interest to do so:

Purpose	Personal information used
Maintaining and improving our products and services e.g. optimising pricing structures and business operations, analysing performance of advertising and marketing	<ul style="list-style-type: none"> All personal information we collect as listed in Section 2 (but not your payment details)
Staff training	<ul style="list-style-type: none"> All personal information we collect as listed in Section 2 (but not your payment details)
Developing new products and services, and determining products and services that may be of interest to you e.g. by understanding demographics to determine the most relevant products and services for customers' needs	<ul style="list-style-type: none"> All personal information we collect as listed in Section 2 (but not your payment details)
Market surveys, research and analytics	<ul style="list-style-type: none"> All personal information we collect as listed in Section 2 (but not your payment details)

Direct marketing our similar products and services (only in accordance with your marketing preferences, and you will always be given the opportunity to unsubscribe)	<ul style="list-style-type: none"> Contact details Marketing preferences set by you Account history
Making credit decisions	<ul style="list-style-type: none"> Contact details Payment information and account history

We process some of your personal information because you have provided your consent to the processing. You may revoke your consent at any point, by contacting us at dataprotection@bordgais.ie or Data Protection Officer, Bord Gáis Energy Limited, PO Box 10943, Dublin 2 or at www.bordgaisenergy.ie/dataprotection/#opt-out:

Purpose	Personal information used
Direct marketing a wider range of our products and services or those of third parties (only in accordance with your marketing preferences, and you will always be given the opportunity to unsubscribe) e.g. if you are a member of our Rewards Club	<ul style="list-style-type: none"> Contact details Account information and history Rewards information Purchase and account history Marketing preferences set by you

Where we process your personal data so you can't be identified any more

We may anonymise and aggregate any of the personal data we hold (so that it does not identify you). We may use anonymised and aggregated information for purposes that include testing our IT systems, research, data analysis, improving our site, apps and developing new products and services.

4. Sources we collect your personal information from

We will collect personal information from the following sources:

- **Directly from you:** when you set up an account with us, purchase products or services from us, submit information via our websites or apps, complete forms we provide to you, enter our competitions and promotions, make a complaint, contact us by phone, email or communicate with us directly in some other way.
- **Other entities/companies we work with:** provide us with information to help us deliver our products and services to you. These include:
 - **Networks companies who are required to read your meter, provide energy consumption information and information on the metering/network connection at your premises to Bord Gáis Energy.**
 - ESB Networks – all electricity meters are owned and read by ESB Networks; the readings are provided to us so that we can bill our customers.
 - Gas Networks Ireland – all gas meters are owned and read by Gas Networks Ireland; the readings are provided to us so that we can bill our customers.
 - **Companies in the Centrica group:** who may provide relevant information about the products and services bought from them.
 - **Payment services providers:** if you authorise a third party to process your bill payments, payment information will be provided to us from that third party.
 - **Other companies' apps and products:** provide us with information if you connect them to our products or services, including social media providers.
 - **Third party utility sign-up providers:** companies which allow you to sign up with us as an energy company give contact information, where you give permission for them to pass it on to us or, with your permission, from other energy suppliers if you switch to us.

- **Letting Agents/Landlords:** these companies or individuals may pass us your details to allow an account to be opened in your name to keep the supply of energy on at your home when you move in.

5. Who we share your personal information with

We share personal information with the following parties. We always have contracts in place with these entities, obligating them to protect your data:

- **Companies in the Centrica group:** to provide a service to you, and for cross-marketing activities, in accordance with your marketing preferences.
- **Networks Companies:** Gas Networks Ireland and ESB Networks to register you as our customer, for them to read the meter at your home, to carry out siteworks at your home, to register you as a Vulnerable Customer on their database or in the event of a Supplier of Last Resort situation or where we need to share information in order to deal with a complaint that you raise. We may disclose information when required by legal process for investigations by the Networks Companies.
- **Any party approved by you:** including, if you take part in the Bord Gáis Energy reward or loyalty schemes, or if you ask us to transfer your data to another company.
- **Advertising/Marketing partners:** so that we can run advertising campaigns and conduct market research and analysis. This may include social media sites such as Facebook, Instagram, Twitter and Google Ads. Any information provided to these third parties will be pseudonymised by hashing so that your information cannot be directly identified.
- **Other service providers and advisors:** companies that support our IT, help us analyse the data we hold, process bills and payments, send communications to our customers, provide us with legal or financial advice, carry out debt collection services and customer satisfaction/experience surveys.

- **Purchasers of our business** buyers or prospective buyers who we sell or negotiate to sell our business to.
- **Government bodies or our regulators:** where we are required to do so by law or to assist with their investigations or initiatives, or are part of industry information sharing schemes, including the Data Protection Commission, Commission for Regulation of Utilities, Sustainable Energy Authority of Ireland (SEAI) and the Central Bank of Ireland.
- **Industry supervisory bodies:** we may pass your information on to organisations that supervise the industry, like Registered Gas Installers (RGI) and the National Electrical Contractors Ireland (NECI).
- **Garda Síochána and law enforcement agencies:** to assist with the detection, investigation and prevention of crime.
- **Other bodies or service providers:** if you are a vulnerable customer we may share your details with other entities if we become aware that you require assistance.
- **Other energy suppliers:** to help us make credit decisions.

We do not disclose personal information except as set out above. We may provide third parties with aggregate statistical information and analytics about users of our products and services and we will make sure no one can be identified from this information before we disclose it.

6. Direct Marketing

Email, telephone, postal and SMS marketing: from time to time, Bord Gáis Energy or the Centrica group may contact you by email, telephone (mobile and landline), post or SMS with information about products and services we believe you may be interested in.

If you have a smart meter, we may use the information from your smart meter to personalise marketing to you. For example, if you use a lot of electricity, we might send you a message promoting Hive energy-saving lightbulbs.

We will only send marketing messages to you

in accordance with the marketing preferences you set when you create your account or that you tell us afterwards you are happy to receive.

We'll always respect the marketing preferences you've set for your energy account. So, if your preferences say you don't want marketing, we won't send you any.

You can also unsubscribe from our marketing by following the unsubscribe instructions in email or SMS communications that we send to you. You can then let us know at any time that you do not wish to receive marketing messages by completing this online web form www.bordgaisenergy.ie/dataprotection/#opt-out or call us on 01 611 01 01. You can opt-out by marketing type (e.g. email, SMS, etc.) as we know our customers may be happy to receive one form of marketing but not another.

7. Tailored Advertising and Cookies

We work with our advertising partners, including social media sites and providers, to show you advertising about our products and services, and those offered by group companies and services. This takes place on websites or apps where our partners have advertising space or direct marketing to your premises. To do this, some of our advertising partners provide us with aggregated, non-personal geographical and demographic information. Other partners use information about the websites, apps, social media content and ads you interact with or view when connected to the Internet, to make sure the advertising you see is more relevant to you, as well as information which we provide to them. Typically, cookies and similar technologies are used to provide this type of advertising online. You can find out more about cookies and how to manage their use by reading our cookie notice: <https://www.bordgaisenergy.ie/resources/cookie-notice>

8. Profiling, analytics & automated decision making

We may analyse your personal data using automated means in order to help us understand your needs and to develop

our relationship with you. We will also use your information to offer you products and services that we believe you may be interested in. We may also use your consumption data to offer you smart services and products. Where we do this, we will always respect your marketing preferences. We may also use your personal data to make credit decisions regarding you. Where we make solely automated decisions that produces a legal or other significant effect, you will have the right to request a review of that decision and provide information to support any such review.

9. Transferring your personal information internationally

In providing our services, we work with partners which transfer and store data in various regions which include India, the United States of America and the Philippines. As these jurisdictions are outside of the EEA and their privacy laws are considered to be less protective than those within the EEA, we have ensured that appropriate safeguards are in place such as the standard contractual clauses, which have been approved by the European Commission, with these partners.

<https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex%3A32010D0087>

10. How long do we keep personal information for?

We will keep your personal information for as long as you have an account with us. After you close your account with us we will keep your personal information for a period to maintain our records, to respond to your queries, for safety reasons, for bill reconciliation purposes and to meet legal and regulatory obligations. The periods we will keep information for are subject to change as required by legal obligations on us as a licensed gas and electricity supplier. Where a customer has attempted to close their account but there is outstanding debt or credit balance on the account then these accounts will be classed as current

customers and will remain open until the debt is paid.

11. Your rights in relation to your personal information

You have the following rights in relation to your personal information: (i) the right to be informed about how your personal information is being used; (ii) the right to access the personal information we hold about you; (iii) the right to opt-out of receiving direct marketing messages; (iv) the right to request the correction of inaccurate personal information we hold about you; (v) the right to request the blocking or deletion of your personal information in some circumstances and; (vi) the right to request that we port elements of your data either to you or another service provider; (vii) the right to object, in certain circumstances, to automated decision making and profiling.

To exercise any of the above rights, or if you have any questions relating to your rights, please contact us by using the details set out in the "Contacting us" section below.

If you are unhappy with the way we are using your personal information you can also complain to the office of the Data Protection Commission:

- by post to the Data Protection Commission, 21 Fitzwilliam Square South, Dublin 2, D02 RD28, Ireland
- by phone +353 (0761) 104 800 or +353 578 684 800; or
- by webform at <https://forms.dataprotection.ie/contact>

12. Contacting Us

We are here to help and encourage you to contact us dataprotection@bordgais.ie, or write to us at:

Data Protection Officer, Bord Gáis Energy Limited, PO Box 10943, Dublin 2 or call 01 611 01 01.

We may update this privacy notice from time to time to ensure it is always up to date and accurate. Any changes we may make to our privacy notice will be posted on this page, and we will communicate any significant changes to you.

Version dated December 2020

