



Business electricity

Terms and conditions

01 611 01 52 | bordgaisenergy.ie



A photograph of a wooden desk with a laptop and a white mug. The laptop is open, and the mug is in the foreground. The background is slightly blurred.

Electricity for your business

These are our terms and conditions which are applicable to Commercial Customers with tariffs in Duos Group DG1, DG2, DG 5 or DG 6, availing of one of the following price plans, a Fixed Energy Price Plan, a Fully Fixed Energy Price Plan and a Variable Price Plan. We would ask you to read Conditions 6.6 & 12.3 carefully.

bordgaisenergy.ie

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

Tel: 01 611 01 52
businessdirect@bordgais.ie

Customer service
Business electricity
Bord Gáis Energy
PO Box 10943, Dublin 2

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

March 2024

Terms and conditions of supply for electricity to SME business customers

These are our terms and conditions which are applicable to Commercial Customers with tariffs in Duos Group DG1, DG2, DG 5 or DG 6, availing of one of the following price plans, a Fixed Energy Price Plan, a Fully Fixed Energy Price Plan and a Variable Price Plan. We would ask you to read Conditions 6.6 & 12.3 carefully.

If you are an individual, a sole trader or a partnership, Bord Gáis Energy Limited is the Controller of your Personal Data. We now recommend that you read our Privacy Notice, to understand your data protection rights and how we collect and use your Personal Data. All of our Privacy Notices are located at www.bordgaisenergy.ie/dataprotection. The Privacy Notice which applies to our gas and electricity supply customers is located at

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

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

1 Definitions

1.1 In this Agreement:

“Administration Fee” has the meaning given to that term in Condition 7.7.

“Agreement” means the contract between you and us for the supply of electricity to the Premises which is subject to the terms and conditions

set out in the Customer Agreement Form/Confirmation Letter (as applicable);

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

“Applicable Legal Requirements” means any present or future legislation, directive, regulation, instruction, direction, rule or requirement of any Competent Authority relating to the Single Electricity Market and in the context of Condition 6, which is legally binding on either of the parties;

“Actual Usage Factor (AUF)” means the actual usage factor supplied by ESB Networks;

“Bord Gáis Energy” or “Supplier” or “we” or “us” means Bord Gáis Energy Limited, a company incorporated in Ireland with registration number 463078 and registered office at One Warrington Place, Dublin 2;

“Business Day” means any day other than a Saturday or Sunday, bank or public holiday, when banks are generally open for business in Ireland;

“Centrica Group” means Centrica plc and each and all of its subsidiaries;

“Commitment Period” means the period during which your Price Plan

shall apply, and it shall commence on the date that you sign up for your chosen Price Plan (under the terms of this Agreement) and shall expire on the Commitment Period End Date;

“Commitment Period End Date”

means the date on which the Commitment Period shall expire. Depending on your chosen Price Plan, your Commitment Period shall expire as follows:

Price Plan	Commitment Period End Date
Fixed Energy Price Plan/ Fully Fixed Energy Price Plan	The date specified in your Confirmation Letter/ Customer Agreement Form (as applicable)
Variable Price Plan which includes a discount (where chosen Price Plan includes a Commitment Period)	the date that is specified in your chosen Price Plan where a Commitment Period applies

“Conditions” means the standard terms and conditions of supply set out in this document;

“Confirmation Letter” means a letter sent to you from us following your agreement to be supplied with electricity by us including details of your chosen Price Plan and any Commitment Period, where applicable;

“Connection Agreement” means the agreement entered into between the Customer and ESB setting out the terms on which the Premises may be connected to the ESB distribution network;

“CRU” means the Commission for regulation of Utilities established pursuant to section 8 of the Electricity Regulation Act 1999 or any successor entity with respect to those obligations as may be established from time to time;

“Customer” or “you” means the person or company, who has entered into this Agreement; Where you are more than one person or entity, each person or entity is jointly and severally liable for your obligations under this Agreement;

“Customer Agreement Form” means a hard copy agreement form which sets out details of the Agreement including details of your chosen Price Plan and any Commitment Period, where applicable;

“de-energise” means the taking of any steps whereby no electrical current can flow through the Meter;

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

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

“Due Date” means the date by which a bill must be paid, being, unless otherwise agreed, 10 (ten) Business Days from the date of the relevant bill;

“Early Exit Fee” means the fee to be paid by you if from the Effective Date, you terminate the Agreement before the Commitment Period End Date. The method of calculation of the Early Exit Fee is set out in Condition 12.3;

“Effective Date” means the date (preceding the Commitment Period, where applicable) the Customer agrees to enter into the Agreement with the Supplier by confirming with the Supplier over the telephone or the date that you sign the Customer Agreement Form;

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

“Electricity Network” means all of the transmission and distribution wires used for the transmission, distribution and supply of electricity to, from or within Ireland;

“Emergency” means an emergency endangering persons and/or property or an outage in the electrical supply arising from a fault in the Electricity Network;

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

“Energy Broker” is a third party who is authorised in writing by the Customer to represent them in their relationship with BGE and other energy suppliers, including, but not limited to requesting quotes, negotiating prices and managing the contract with BGE.

“Energy Credits” means any energy credits that are capable of award by the Sustainable Energy Authority of Ireland as a result of an Energy Saving Solution provided under this Agreement or otherwise;

“Energy Rate” means the price to be paid for each unit of electricity supplied;

“Energy Saving Solutions” means

any measure provided by the Supplier or its sub-contractor or agents, which is designed to reduce the energy usage and/or improve the energy efficiency of the Premises;

“ESB” means Electricity Supply Board, a statutory corporation constituted under the Electricity (Supply) Act 1927, its successors and assigns and “ESB Networks” means the ESB, acting as operator of the Electricity Network;

“Estimated Usage Factor” or (EUF) means the estimated usage factor supplied by ESB Networks;

“Fixed Energy Price Plan” means a Price Plan as described in condition 6.4;

“Force Majeure” means any occurrence or circumstance beyond the control of the Supplier resulting in or causing failure of the Supplier to fulfil its obligations under the Agreement which could not reasonably have been prevented or overcome by it and will be deemed to continue as long as the occurrence or circumstance cannot be prevented or overcome, notwithstanding the exercise by the Supplier of the standard of a Reasonable and Prudent Operator;

“Fully Fixed Price Plan” means a Price Plan as described in condition 6.5;

“I-SEM” means the integrated single electricity market in Ireland and Northern Ireland;

“Market Change” means any change to the single electricity market (other than the introduction of I-SEM) the Trading and Settlement Code or any other Applicable Legal Requirements which has a material effect on the Agreement or the parties to the Agreement;

“Meter” means the electricity meter and related fittings and wires installed by ESB Networks for the purpose of measuring the quantity of electricity used by the Customer on the Premises and includes any such meter or meters of any type supplied to the Customer at any time at the Premises but does not include the Appliances;

“MIC” or “Maximum Import Capacity” is the maximum load the customer has contracted with ESB. If the customer load exceeds their MIC then they are not guaranteed a supply within the quality of supply standards;

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

“Non-Energy Rate” means the price to be paid for network and other ancillary charges related to your supply of electricity and charged on a per unit basis; this price is subject to change and any changes may, at the Supplier’s discretion or in accordance with your Price Plan, be passed through to the Customer;

“Premises” means:

- (i) the premises specified in the application for electricity supply completed by the Customer; or
- (ii) such other premises as may be notified by the Customer to us and accepted by us from time to time; or
- (iii) the premises occupied by you and supplied under a Deemed Contract;

“Price Plan” means either a Fully Fixed Price Plan, a Fixed Energy Price Plan or a Variable Price Plan offered by us from time to time and the pricing structure applicable to each;

“Term” means the period commencing on the Effective Date, including the Commitment Period (where applicable), which shall continue up to and including the date of expiry or termination of the Agreement, by the Supplier or Customer, in accordance with condition 12;

“VAT” means value added tax at the applicable rate from time to time; and

“Variable Price Plan” means a Price Plan where the price of electricity can vary from time to time at Bord Gáis Energy’s discretion. If the Variable Price Plan you have chosen includes a discount on the Energy Rate, a Commitment Period may apply subject to the terms of your chosen Price Plan.

- 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

- 2.1 Subject to Condition 2.2 and 2.3, the Agreement shall commence on the Effective Date and shall continue for the duration of the Term. Subject to Condition 2.4, the Supplier will sell and supply electricity to the Customer at the Premises from the Effective Date for the duration of the Term in accordance with the law and subject to these Conditions. We will issue you with a Customer Agreement Form or a Confirmation Letter which will set out the specific details of the Price Plan, Commitment Period (where applicable) and any discount (where applicable) you have agreed to. These Conditions and the Customer Agreement Form or Confirmation Letter will form the Agreement between us.
- 2.2 It is a pre-condition to commencement of supply, that the Customer has a valid and subsisting Connection Agreement

and that the Customer complies with the terms of such Connection Agreement. If the Customer has taken over a premises that was previously supplied in the name of another Customer with a maximum import capacity ("MIC") of less than 100kVA and the Customer does not have a Connection Agreement, ESB Networks may deem the previous customer's MIC and connection agreement as applying to the Customer and the Customer must observe and comply with all the conditions of that connection agreement. If the MIC applying to the previous customer at the Premises was greater than 100kVA, you must apply to ESB Networks for a Connection Agreement in its own name.

- 2.3 It is a pre-condition of supply that the Customer satisfies a credit check (at the sole discretion of the Supplier).
- 2.4 If we do not already supply electricity to the Premises on the Effective Date, we will sell and supply electricity to the Customer on the date that we receive a notification from the MRSO that we are the registered supplier of the Premises.

3 Compliance with Laws and Obligations

The Customer shall ensure that it complies at all times with all laws and regulations, which are applicable to the Customer's use of the service supplied by the Supplier, including any conditions imposed by ESB Networks, or by the Supplier on behalf of ESB Networks. The Supplier shall have no liability to the Customer under this Agreement for failure to comply with its obligations in any case where the Customer does not comply with any such laws or regulations. The Customer is required to maintain its own electrical installations and equipment to the appropriate standards as set out in the appropriate laws and regulations.

4 Metering and Billing

- 4.1 The electricity supply will be measured by the Meter and metering equipment installed and maintained by ESB Networks. ESB Networks staff, its agents or contractors will read the Meter.
- 4.2 If ESB Networks have not been able to get Meter readings for any reason, we will use estimated readings. You can also provide ESB Networks with your own Meter reading by phoning 1850 33 77 77 or you can submit your Meter readings to us directly by calling us on 01 683 2658.
- 4.3 If you or we discover that any Meter reading has been inaccurate or omitted, or the readings have not been converted into charges correctly, you or we, as the case may be, must pay any money that is due at the date of the next bill.
- 4.4 In between readings of the Meter, estimations of your electricity consumption may be made by ESB Networks. An estimated meter read will be calculated having regard to a number of factors including (but not limited to) prior electricity usage at the Premises, the time of year and the nature of the Premises.
- 4.5 We will regularly, usually every two months (or as otherwise agreed) send you bills for the electricity that you use or have been estimated to use. Your bill may also include:
 - a. charges for services that we have agreed to supply to you and you have agreed to receive
 - b. VAT at the appropriate rate; and
 - c. any Energy Broker Fee, which, at the discretion of Bord Gáis Energy, may be charged as a single lump sum at the start of this Agreement, or pro-rated on a monthly basis for the duration of this Agreement.

- 4.6 For the avoidance of doubt, the bills shall be our standard format bills, and you shall not be entitled to withhold or delay payment due to requesting any additional information be included or a different type of formatting used or such similar requests. In circumstances where any of the events listed in condition 12.5(a) has occurred, you agree to provide BGE with meter readings as reasonably required so that energy use can be billed on a more frequent basis.
- 4.7 If we supply electricity to you but all or part of such electricity supplied is not registered by the Meter (due to a fault or unauthorised interference or any other reason), you must pay an amount equal to the charge that would have been payable had the Meter or metering equipment been working properly. Once the meter is recording the electricity properly again, a reconciliation will be carried out against actual meter reads and the estimated charges and the Customer will be liable for any difference in accordance with normal payment terms. Any over payment will be credited to the account and offset against future supply.
- 4.8 Any penalty charges incurred by Bord Gáis Energy in the supply of electricity to you will be passed through to you by us.
- 4.9 Further information on your bill can be obtained in our code of practice on billing entitled “Electricity Billing and Disconnections” and may be obtained by contacting us in accordance with Condition 17.
- 4.10 Online Account Management and Paperless Billing: Where a Customer opts to set up an account using our Online Account Management (“OAM”) system (subject to agreement with our OAM Terms and Conditions at www.bordgaisenergy.ie/resources/terms-conditions-

of-online-customeraccount-management. Bord Gáis Energy provides and the Customer accepts paperless billing and communications as the standard communication and billing format. We will upload bills and communications to the Customer’s OAM account and will send a notification when they are available. In order to receive paper bills and communications via post, the Customer can de-register its OAM through the OAM system. If the Customer would prefer to retain access to its OAM profile but receive paper bills and communications by post, please contact us or your Key Account Manager. Customer’s OAM profile must be kept up to date with current contact information, including email address. Login information must be kept confidential and secure. It is the Customer’s responsibility to correctly register its details in the OAM system. Bord Gáis Energy will not be liable for any misuse of the OAM, for any incorrect or out of date information on the Customer’s OAM profile or for failure of the Customer to log in to view bills and communications.

5 Access to the Meter and Distribution Services

- 5.1 All equipment and installations up to and including the Meter belong to and including the Meter belong to ESB Networks and must be used in accordance with ESB Networks’ instructions. Bord Gáis Energy has no responsibility for maintaining the Meter or any metering equipment or associated wiring. Wiring from the Meter into your Premises and your Appliances connecting to it are your responsibility. Bord Gáis Energy does not accept any responsibility or liability for maintaining these.
- 5.2 The Customer agrees 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.
- 5.3 The Customer is responsible at all times for having due care towards the Meter. You will not interfere or allow any interference with the Meter, whether for repairs or for any other purpose without ESB Networks' consent and shall notify ESB Networks and/or us promptly of any defect in the Meter or if any alteration or other attention is required.
- 5.4 The Customer may request ESB Networks to carry out Distribution Services at the Premises which shall be subject to separate Distribution Services terms and conditions.
- 5.5 We may request that Distribution Services are carried out at the Premises such as de-energisation, re-energisation or servicing of the Meter.
- 5.6 The Customer is responsible for all costs (including VAT) for any Distribution Services that we or you have requested be carried out at your Premises. This includes (but is not limited to) the de-energisation, re-energisation, servicing or testing of the Meter as well as 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.
- 5.7 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 whether ESB Networks or Bord Gáis Energy will invoice you for those services.
- 5.8 The Customer must allow ESB Networks and its contractors, sub-contractors and their employees or agents safe, free and unrestricted access to the Meter and, if required, safe, free and unrestricted admission to the Premises at all reasonable times. This includes (but is not limited to) reading, inspection, repair and removal of the Meter and any other Distribution Services that we or you request ESB Networks to carry out at the Premises.
- 5.9 The Customer must allow ESB Networks access to the Premises or Meter at any time in the case of any electrical Emergency.
- 5.10 If the Customer becomes aware of any matter or incident that causes or may cause danger or requires or may require urgent attention, in relation to the supply of Electricity to the site, the Customer should contact the Emergency Response Service immediately and comply fully with Condition 9.
- 5.11 If the Customer fails to comply with Condition 4 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.
- 5.12 In circumstances where any of the events listed in condition 12.5(a) has occurred, you agree to provide BGE with meter readings as reasonably required so that energy use can be billed on a more frequent basis.
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- 6 Price of Electricity**
- 6.1 The price of the electricity supplied by us is set out in the applicable Price Plan. Our up-to-date Price Plans may be obtained by contacting us in accordance with Condition 17.
- 6.2 The Price Plan offered by the Supplier to the Customer for the supply of electricity is conditional on the

Customer meeting the Supplier's conditions with regard to profile class (as determined by the MRSO) and related matters. If you should change your meter type and/or your consumption is above or below a threshold specified in the Price Plan you are on, we may change your Price Plan to a Price Plan that is more appropriate to your level of consumption.

- 6.3 If you are on a Variable Price Plan, we are entitled to change the price charged once we have informed you by publishing a notice on our website. We will give you fourteen (14) days' notice in advance of any price change taking effect. Any such 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 for the Contract to continue on the same terms and conditions, subject to the price change.
- 6.4 If you are on a Fixed Energy Price Plan, the price comprises an Energy Rate, a Non-Energy Rate, a standing charge and any other charges which are payable in relation to your use of electricity. It may also include any Energy Broker Fee. The Energy Rate will be fixed for the Commitment Period. All other rates, including the Non-Energy Rate and the standing charge may be subject to change during the Commitment Period. The PSO levy, VAT rate and any other tax or levy are not fixed and are subject to change during the Commitment Period. Any changes to the other rates, including the Non-Energy Rate, standing charges and/or charges as a result of I-SEM may be passed through to the Customer by us.
- 6.5 If you are on a Fully Fixed Price Plan, both the Energy Rate and the Non-Energy Rate are fixed and will

not change during the Commitment Period. The PSO levy, VAT rate and any other tax or levy, including any charges as a result of I-SEM, are not fixed and are subject to change during the Commitment Period. Once the Commitment Period of the Fully Fixed Price Plan expires, you will be placed on the standard Variable Price Plan as set out in condition 6.6. This price plan may also include any Energy Broker Fee.

- 6.6 Annual Notification: We may communicate with you before the end of your Commitment Period to let you know that your Commitment Period is coming to an end and the options available to you.

Once the Commitment Period of your Price Plan expires, you will be placed on our standard Variable Price Plan or an alternative Price Plan, at our discretion. Before you are placed on an alternative Price Plan (excluding our standard Variable Price Plan), we will communicate with you to let you know the details of the alternative Price Plan (which may include a fixed Commitment Period) that we intend to place you on following the expiry of your existing Commitment Period.

You will have 3 weeks to contact us to object to being placed on the alternative Price Plan that we have proposed. If we do not hear from you within this period, you will automatically be placed on the new Price Plan following the expiry of your Commitment Period. In such circumstance, these Conditions shall continue to apply.

- 6.7 For the avoidance of doubt, VAT and any other applicable levy or tax will continue to apply after the end of the Commitment Period if you remain on supply with us. The price that will be applied after the end of the Commitment Period will be the most suitable tariff in place at that time

until a new Price Plan is agreed or you have left our supply.

- 6.8 If any relevant new governmental or regulatory tax or levy or similar is introduced during the Commitment Period and applicable to your Electricity supply then this will be payable by the Customer under the Price Plan.
- 6.9 The Customer may get advice from us on choosing a Price Plan but you are responsible for making the decision regarding what Price Plan best suits your needs. If you have chosen the incorrect Price Plan for you, Bord Gáis Energy will not be held accountable for this or any charging that has occurred due to your incorrect selection. To discuss changes to your Price Plan please telephone us on 01 611 01 33.
- 6.10 If there is Market Change during the Commitment Period which results in additional third-party costs being incurred by the Supplier, the Supplier shall be entitled to pass on such additional costs to the Customer and such costs will be payable by the Customer under your Price Plan.

7 Payment of Accounts

- 7.1 The Customer must pay us the cost of the electricity as set out in the Price Plan (inc. VAT) for the duration of the Term. Where a Commitment Period is provided under the Price Plan the customer must pay us the cost of Natural Gas as set out in the Price Plan (incl. Vat) and thereafter at the applicable rates for the remainder of the Term. Your consumption at the Premises may be based on an actual or estimated meter reading(s). Unless we have agreed otherwise, every bill, including one based on an estimated meter read, is payable by the Due Date. You must also pay us for any amount specified
- on the bill for all other applicable charges, Administration Fees and any other services that we have agreed to provide to you, including any Distribution Services that we or you have requested be carried out at your Premises and for which we have been charged by ESB Networks. This includes (but is not limited to) the de-energisation or re-energisation of the Meter.
- 7.2 The Customer's liability to pay for the electricity used at the Premises (plus VAT) together with any supply charges which may be applicable to the Price Plan 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, including after termination.
- 7.3 If the Customer has changed from another supplier, you agree to pay any outstanding charges transferred to us by the other supplier (including VAT). These will be added to your first bill and must be paid in full by the payment Due Date.
- 7.4 The Customer must pay us by Direct Debit or by a different payment method agreed by us in writing. If we do agree that a different payment method may be used, and the Customer breaches the payment date specified on any bill more than twice in any rolling twelve-month period, then immediately following the Customer receiving a second notification of breach from us the Customer agrees that it shall put in place a variable Direct Debit monthly payment for the remainder of the term. In such circumstances, the Customer acknowledges and accepts that it shall not cancel such Direct Debit arrangement until the final payment to clear and close the account has been made. Breach of this condition shall be considered a material breach of the Agreement and Condition 12 shall apply.

- 7.5 If the Customer does not pay us any sum due under the terms of the Agreement you will be liable to pay us interest from the Due Date for payment at the rate of 8% over the European Central Bank reference rate (as amended from time to time) accruing on a daily basis until payment is made. Repeated breaches of payment terms may also result in us requiring a security deposit from the Customer in accordance with Condition 8.
- 7.6 In addition to Condition 7.5 above, if the Customer does not pay us under the terms of the Agreement, the Customer shall also be liable to pay compensation in accordance with the European Communities (Late Payment in Commercial Transactions) Regulations 2012.
- 7.7 Notwithstanding Conditions 7.5 and 7.6 above, once we have completed the process for debt collection as set out in our Code of Practice on Electricity Billing and Disconnection, we may, in our sole discretion, decide to pass the Customer's outstanding debt to a third-party debt collection agency who will attempt to recover the debt. If this occurs, then we may also charge an administration fee ("Administration Fee").
- 7.8 If the Customer disputes any part of the bill, the Customer shall pay the bill in full by the Due Date. Once the Customer supplies us with written notification of the disputed amount of a bill, and evidence supporting the Customer's disputed position, we shall investigate the dispute further on a good faith basis and shall respond to the Customer within 10 (ten) Business Days of receipt of the written notification and supporting documentation. If we require more information, the Customer will use its best endeavours to provide the additional information within 5 (five) Business Days of receiving the written request from us. Failure and/or delay in providing the additional information may result in delays in resolution or the matter being formally closed by us. If after the investigation concludes there is a balance owing to the Customer such balance shall be refunded to the Customer's account and used against future payments. If there is an additional balance owing to us, the Customer shall pay such balance within 10 (ten) Business Days of receiving an invoice from us.
- 7.9 If you have a Bord Gáis Energy account with us at this or other premises, we may transfer any credit or debt between your accounts in order to recover any money you owe us. To the maximum extent permitted by law we shall be entitled, without prior notice or further authorisation from you, to do any or all of the following at any time: (i) combine and consolidate all or any account(s) you have for the supply of gas and/or electricity at any premises (including this account); and/or (ii) set-off any amount due and payable by you to us against any amount due and payable by us to you (whether or not arising under this Agreement). To the extent that any amount is so set-off, such amount will be discharged promptly in all respects. Nothing in this Condition will be effective to create a charge or other security interest. If we exercise any right referred to in (i) or (ii) above, we will use reasonable endeavours to give notice to you as soon as practical after such exercise, however failure to provide such notice shall not give rise to any liability being incurred by us.
- 7.10 When your request to switch to us is processed, your current supplier will notify us if you are in arrears for more than levels set for all customers by the CRU. If we decide not to carry out the switch because of arrears, we will tell you in writing.
- 7.11 If you close your electricity account 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.

- 7.12 We may, from time to time, offer you Energy Saving Solutions. You agree that any Energy Credits associated with the Energy Saving Solutions shall be allocated to Bord Gáis Energy.
- 7.13 You must notify BGE immediately upon the occurrence of any of the events listed in condition 12.5(a) and provide co-operation and information as reasonably required by BGE in relation to the procedure in question, including, without limitation, where BGE opts to open an account and/or enter into an agreement in respect of the premises directly with a receiver, or to seek certification of payments from an examiner. In circumstances where any of the events listed in condition 12.5(a) has occurred, the Due Date will be reduced to 2 (two) Business Days from the date of the relevant bill and the time limit referred to in 12.5(c) will be reduced to 2 (two) Business Days. For the avoidance of doubt, the Customer remains liable for all Electricity consumed at the premises notwithstanding the commencement of any procedure listed in condition 12.5(a).

8 Security

If the Supplier decides it is required at any time, including, but without limitation, where any of the events listed in condition 12.5(a) has occurred, the Customer must provide the Supplier with security cover such as a deposit (the form of such security cover to be decided by the Supplier). This is for the payment of any monies which may from time to time become due by the Customer under this Agreement. The Customer acknowledges that this security, where in the form of a deposit, does not constitute an interest-

bearing deposit, and the Customer shall not be entitled to any interest payments from the Supplier. Failure by the Customer to comply with such a request shall be considered a material breach of this Agreement and the provisions of Condition 12.5(d) may apply.

9 Electricity Emergency

- 9.1 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.
- 9.2 Any act carried out by the Supplier in accordance with this Condition 9 shall not result in any liability owed from the Supplier to the Customer for the discontinuance of the supply of Electricity to the Premises.

10 Emergency Response Service

- 10.1 The Emergency response service is operated by ESB Networks on behalf of all Customers.
- 10.2 The 24-hour telephone number of the emergency response service is 1850 372 999.
- 10.3 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 website (www.bordgaisenergy.ie) or may be obtained by contacting us in accordance with Condition 17.

11 Limitation of Liability

- 11.1 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.
- 11.2 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.
- 11.3 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 Agreement.
- 11.4 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.
- 11.5 The Customer accepts liability for the care and maintenance of the Appliances and associated wiring at the Premises. We accept no liability arising in relation to your Appliances, the associated wiring or the maintenance of same.
- 11.6 Nothing in this Agreement will exclude or restrict our liability for damages arising out of liability for death or personal injury arising from our negligence.

12 Right to Terminate and De-energise

If you do not have a Commitment Period in your Price Plan you may end this Agreement at any time by giving us 28 days' notice by telephone or by writing

to us (in accordance with Condition 16) 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 Price Plan or services that we have agreed to provide to you under this Agreement.

You will remain liable for any electricity (and associated costs and charges) used in the Premises until this notice has expired and a) you have given us a meter reading or b) you have given access to ESB Networks to read and de-energise the Meter or c) you have accepted an estimated meter reading provided by us. If you cannot provide us with a closing meter read we may provide you with an estimated read calculated by us, at our sole discretion. Where this happens, you agree to make payment in full based on our estimated Meter read. If 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.

- 12.1 If your Price Plan contains a Commitment Period and your Commitment Period expires we may place you on our standard Variable Price Plan or an alternative Price Plan in accordance with Condition 6.6, and the terms of this Agreement shall continue to apply. We may write to you to let you know when your Commitment Period is due to expire.
- 12.2 Unless terminated earlier by the Supplier in accordance with these Conditions, if the Price Plan you have chosen contains a Commitment Period then you are subject to the terms of the Agreement for the duration of the Commitment Period. If, prior to the expiry of the Commitment Period you purport to terminate the Agreement or the Supplier terminates the Agreement in accordance with Condition 12.5 then we have the right to charge you an

Early Exit Fee and/or re-register you as our Customer with the MRSO. The parties acknowledge and agree that the Early Exit Fee is a genuine pre-estimate of the loss that the Supplier would suffer if the Agreement was terminated in the circumstances outlined in this Condition.

The Early Exit Fee is calculated depending on the Customer's aggregated consumption:

(a) if the Customer's aggregated annual consumption is less than 8 GWh per annum*, the Early Exit Fee will be calculated by taking the customer's Actual Usage Factor (AUF) (if the AUF is not available, the Estimated Usage Factor (EUF) will be used in substitution of the AUF) divided by 12 and then multiplied by the number of months or parts of a month between the date you terminated the Agreement and/ or registered with a new Supplier and the remaining period up to the Commitment Period End Date (up to a maximum of 4 months) multiplied by 10 cents/kWh. This amount will be calculated by us and billed to you.

(b) if the Customer's aggregated annual consumption is equal to or greater than 8 GWh per annum*, the Customer shall be liable to the Supplier for the following, howsoever arising under or in connection with such termination:

(i) all losses, costs and expenses incurred by the Supplier whether arising directly or indirectly including but not limited to any losses incurred as a result of any hedging or market to market activity undertaken by the Supplier; and

(ii) without prejudice to the generality of the foregoing:

(A) any loss of profits;

(B) any loss of opportunity; and

(C) any losses whether direct or indirect and whether or not arising naturally in the ordinary course from such termination or being in the reasonable contemplation of the parties at the date of the Agreement as a probable result of termination.

*The Customer's aggregated consumption will be calculated across all of the premises supplied by the Supplier. In circumstances where the Supplier holds less than 12 months consumption data for the Customer's Premises, the Supplier shall calculate the Early Exit Fee based on the average monthly AUF/EUF multiplied by 12.

12.3 Subject to Condition 12.3, you may change from a discounted Variable Price Plan to a Fixed Energy Price Plan or Fully Fixed Price Plan at any time and no Early Exit Fee will apply.

12.4 The Supplier may procure the de-energising of the supply of electricity and/or terminate this Agreement without notice, in the following circumstances:

(a) if the Customer becomes bankrupt, insolvent, makes any voluntary arrangement with any of its creditors, if a receiver or an administrative receiver is appointed over any part of the Customer's business or property, or the Customer goes into liquidation or an examiner is appointed to the Customer or if any event equivalent or similar to any of the preceding events occurs in relation to the Customer, and for the avoidance of doubt, the Customer must notify BGE immediately upon the occurrence of any of the events listed in this condition 12.5(a);

(b) if the continuation of the supply of electricity to the Premises is no longer economically viable;

(c) if the Customer has not paid

any monies due by it under this Agreement for 10 Business Days or more following the expiry of the Due Date for payment;

(d) if the Customer is in material breach of these Conditions, having received notice of such breach from the Supplier and having failed to remedy same in thirty days or the period provided in such notice (if earlier);

(e) if any defects or suspected defects in the Appliances and this is not rectified within a reasonable period of time;

(f) if the Supplier considers, or ESB Networks informs the Supplier, that there is any risk of fire or explosion or injury to persons or property as a result of any defects or suspected defects in the supply main, meter installation or the electrical appliances or as a result of the supply of electricity to the Premises generally;

(g) if the Supplier is not satisfied with the results of a credit check carried out on the Customer at any time and/or if the Customer is in breach of Condition 8 and has failed to remedy the breach;

(h) if a last resort supply direction is given to another supplier in respect of the Premises, in which event the Agreement will terminate on the date that the direction takes effect; or

(i) if the Supplier no longer has an electricity supply licence from the CRU to supply the Premises.

12.5 If requested by the Customer at any time, or if necessary for legal, technical or operational reasons, the Supplier may procure the disconnection of the supply of electricity to the Premises.

12.6 Where the supply of electricity is

de-energised due to the Customer's default, the Customer will pay the Supplier all expenses incurred by it and also the cost of re-energisation, if any.

12.7 The termination of this Agreement, howsoever arising will not affect the rights and duties of either Party accrued prior to termination. The Conditions of this Agreement which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination of the Agreement.

12.8 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 Electricity Billing and Disconnections which may be obtained by contacting us in accordance with Condition 17.

12.9 If the Customer is moving out of the site permanently

(a) the Customer must provide the Supplier with at least 28 days' prior written notice. This is called the "moving notice". The moving notice must specify (i) the date the Customer is moving out of the site; (ii) the Customer's new address and telephone number; (iii) the name and contact details (including the telephone number and the email address) of the new owner, tenant, or landlord (if the property is going to be vacant).

(b) On the date the Customer moves out of the site, a final meter reading should be taken and provided to the Supplier and to ESB Networks.

(c) The Supplier reserves the right to ask the Customer for proof that there is a new tenant or owner at the site, or that the Customer's occupancy has ended if the site is to remain vacant (such proof may include (but not be limited to) a copy of a lease,

tenancy agreement, sale contract) and the Supplier will not be obligated to accept the moving notice or take any further steps to close the account until such proof has been provided.

(d) The Customer acknowledges and accepts that it shall continue to be liable for any charges and costs of supply until responsibility for them is transferred to a new owner, occupier or landlord under a contract or until the supply is de-energised. All applicable terms of this Agreement shall continue to apply until the account has been completely finalised and closed.

(e) If the Customer lets or sub-lets a site and there is still debt owing on the account, the terms of this Agreement will continue to apply until the Customer has paid what is owed, even if the Supplier agrees to supply the tenant under a separate agreement.

13 Force Majeure

The Supplier shall not be obliged to carry out any obligation under this Agreement where performance of such obligation is prevented due to any cause beyond the Supplier's reasonable control. This includes, but is not limited to, failure or shortage of power supplies, civil unrest, labour shortage or labour dispute, the application, instruction, request, act or omission of Government, an emergency services organisation, or other competent authority, or legal or statutory obligations.

14 Complaints

14.1 You may make a complaint in relation to any issue arising under this Agreement by contacting our Customer Service Department in accordance with Condition 17.

14.2 Any complaints made by you will be dealt with 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 17.

15 Assignment

15.1 The Supplier will be entitled to assign or transfer to any other person the benefit of this Agreement or any or all of its rights and obligations hereunder without the Customer's prior written approval.

15.2 You may not assign this Agreement without prior written consent of the Supplier which shall not be unreasonably withheld.

16 Notices

16.1 Except for notices under Condition 6 (Price of Electricity), any notice or request to be given by one Party to another under the Agreement will be delivered to the Party in question or sent to such Party by post or e-mail addressed to that Party at such address as the Party in question will from time to time designate by written notice and, until such notice will be given, the addresses of the Parties will be those that appear in the Customer Agreement Form and as set out in Condition 17 below. Any notice or request given in accordance with this Condition shall be deemed to have been received as follows: (a) in the case of post, two Business Days after posting; and (b) in the case of email, at the time it was sent, unless the sender receives notification that the email has not been received.

16.2 Customer and Supplier both consent to receiving and sending communications in electronic form

(including by electronic mail) and agree such communications shall be treated as satisfying any legal requirements for communicating in writing.

17 Contact Details

17.1 Our Customer Service Department may be contacted:

(a) In writing to:

**Business Energy
Bord Gáis Energy
PO Box 10943
Freepost F4062
Dublin 2**

(b) By telephone: **01 611 01 33**

(c) By e-mail:
businessdirect@bordgais.ie

17.2 Please note, we will only deal with the named account holder for security and data protection purposes unless the named account holder has granted explicit written consent (a letter of authority) for a third party to deal with the account on the Customer's behalf. The Customer warrants to the Supplier that any person who submits a letter of authority to the Supplier has been duly authorised to do so by the Customer and the Customer accepts that such letter of authority shall not relieve the Customer from any liability for the performance of its obligations under the Agreement.

17.3 The Customer acknowledges and accepts that irrespective of the granting of a letter of authority to a third party, the Supplier reserves the right to contact the Customer directly at any time in relation to any matters arising under this Agreement.

17.4 This contact information may be amended or varied from time to

time. The up-to-date information in this regard will be displayed on our website and on your bill.

18 Bord Gáis Energy Codes of Practice

Bord Gáis Energy has Codes of Practice covering issues such as Handling Electricity Customer Complaints, Marketing and Advertising and Electricity Billing and Disconnections 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 contact us in accordance with Condition 17 or visit our website at <https://www.bordgaisenergy.ie/resources/codes-customer-charter>.

19 Data Protection for Commercial Customers

19.1 From time to time, the Supplier, the Supplier's agents and/or service providers may collect from the Customer, personal data relating to the employees or other officers of the Customer. Such personal data shall be used and disclosed by the Supplier to other members of the Centrica Group and agents, at any time in the future, as strictly necessary for the purposes of managing its relationship with the Customer pursuant to the Agreement, including for contact purposes and any future sales and marketing activity. The Customer shall procure the consent of such individuals to the uses and disclosures of personal data referred to in this Condition and shall inform the individuals that they are entitled to access their data and have any incorrect details amended or erased.

19.2 Throughout the course of the Customer's ongoing customer/supplier relationship with the Supplier, the Customer may from time to time speak to the Supplier's employees (or those of its agents

and/or service providers) by telephone. As part of its commitment to ensuring that the highest levels of service are provided to its customers, such telephone conversations may be recorded. The Supplier agrees to keep the recorded information in the strictest confidence and to use the information solely for staff training/quality control purposes, for verifying the Customer's instructions to the Supplier and for such other uses/disclosures as are referred to in this Condition or if required to disclose due to law or regulation. The Customer shall procure that its employees and other officers are informed of the terms of this Condition 19.2.

20 Marketing Notice for Commercial Customers

20.1 Bord Gáis Energy and the Centrica Group and/or agents acting on behalf of Bord Gáis Energy may (in accordance with any preferences that you express) wish to contact you by post, telephone (including mobile), in person, text message or e-mail with information about our own products or services (relating to gas, electricity, boiler services) or other products and services (including those of third parties should you consent to receiving such communications) which may be of interest to you.

20.2 You may advise us of your marketing preferences when you sign up as a customer or you may opt out by:-

(a) calling us on **01 611 01 33**

(b) completing the Web Form on: **<http://www.bordgaisenergy.ie/terms-and-privacy/#opt-out>**

(c) following the unsubscribe instructions in email or SMS communications to opt out of receiving further such communications

(d) Or by writing to us at:

**Bord Gáis Energy
Data Protection Opt-out
PO Box 10943
Freepost F4062
Dublin 2**

20.3 Please note that 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.

21 Deemed Contract

21.1 If you own or occupy a premises where a supply of electricity is provided and you do not have a contract for the supply of electricity with Bord Gáis Energy, as the registered supplier of the premises, then the Premises will be considered to be supplied by us under a Deemed Contract.

21.2 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 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 as the supplier of the Premises or on the date on which we cease to supply the Premises, whichever is the earliest.

21.3 If you are being supplied under a Deemed Contract:

(a) we will send you a notice informing you of this and advising you that you are liable to pay for any electricity consumed under a Deemed Contract;

(b) these standard Conditions for the Supply of Electricity to SME Business Customers apply to you;

(e) you will be charged our standard electricity tariff (which shall include applicable charges, taxes and levies) for SME Business Customers for any electricity supplied. Our standard electricity tariff is published on our website at www.bordgaisenergy.ie or can be obtained by calling us on 01 611 01 33; and

(c) you will also be bound by the ESB Networks General Conditions for Connection to the distribution system for customers with a connection less than 100 kVA.

22 General

22.1 Bord Gáis Energy may amend, vary or add to these Conditions at any time. We will give you fourteen (14) days' notice through an announcement on our website in advance of any amendment, variation or addition to these Conditions taking effect.

22.2 If any variation, addition or amendment is unacceptable to you, you may end the Contract in accordance with Condition 12 (Termination). The unvaried Conditions will apply during the relevant 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 14 days after we have provided you with notice.

22.3 The Conditions shall be displayed on our website or may be obtained by contacting us in accordance with Condition 17 (Contact Details).

22.4 The headings in these Conditions are for convenience only and will not affect their interpretation.

22.5 If the Supplier waives any of its rights or a breach under this Agreement, that waiver shall not be considered to be or include a waiver of any subsequent right or breach by the Customer of the same or any other provision.

22.6 If any provision of the Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provisions in question will not be affected thereby.

22.7 The Customer acknowledges that it has read the Agreement, understands it, and agrees to be bound by its terms and conditions. Furthermore, the Customer agrees that the Agreement is the complete and exclusive statement of the parties, which supersedes all proposals or prior agreements (without prejudice to any outstanding claim or demand existing under any such prior agreement), oral or written, and all other communications between the parties relating to the subject matter of the Agreement.

22.8 The Agreement shall be governed and construed in accordance with the laws of Ireland and the courts of Ireland shall have exclusive jurisdiction to decide any disputes arising between the Customer and the Supplier.

BGE March 2024

