



Dual fuel smart meter terms and conditions

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

BGE/SDF/TAC/0221



Natural gas and electricity for your home

These are our terms and conditions of supply for our Dual Fuel Product (with Smart Meter Electricity) 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

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 – Dual Fuel Product with Smart Meter Electricity

Fixed Term Contract

These are our terms and conditions of supply for our Dual Fuel Product (with Smart Meter Electricity) approved by the Commission for Regulation of Utilities. As a residential customer you will be deemed to have accepted these conditions and be bound by them 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 cookers, boilers, heaters and any other apparatus which consume Natural Gas (including associated pipework) or electricity (including associated wiring) installed on the Premises beyond the Meter but does not include the Meter or any fittings, piping and wiring installed up to the Meter;

“Billing Period” means a period of one Month or two Months (depending on your tariff) in respect of which we will issue two separate bills 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;

“Commitment Period” means a letter sent to you from us after you sign up to this Contract including details of your tariffs, any applicable discounts and any Commitment Period;

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

“Connection Agreement” means the agreement between you and Gas Networks Ireland for Natural Gas and/or you and ESB Networks for electricity which governs the Natural Gas or Electricity Connection (as appropriate). You may request a copy of this agreement from Gas Networks Ireland and/or ESB Networks;

“Contract” means the Conditions together with the Confirmation Letter between you and us for the supply of a Dual Fuel Product (with Smart Meter electricity) to the Premises;

“Confirmation Letter” means a letter sent to you from us after you sign up to this Contract including details of your tariffs, any applicable discounts and any Commitment Period;

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

“Distribution System” means the system owned by Gas Networks Ireland and operated by Gas Networks Ireland

on behalf of Gaslink for the distribution of Natural Gas around Ireland (Natural Gas) or the system owned by ESB Networks for the distribution of electricity around Ireland;

“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, disconnection, re-connection, energisation or de-energisation or servicing of the Meter or equipment used in the distribution and supply of electricity;

“Dual Fuel Product” means a product offered by us from time to time for a supply of both Natural Gas and electricity;

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

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

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

“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;

“Gas Card” means a computer readable card issued by us which will record

your pre-paid Natural Gas credits and is inserted into your Natural Gas Pay as You Go Meter;

“Gaslink” means Gaslink Independent System Operator DAC, at Gasworks Road, Cork which has been appointed by the Commission as the licensed independent operator of Gas Networks Ireland’s Distribution System (and its successors and assigns);

“Gas Networks Ireland” means Gas Networks DAC, a designated activity company incorporated in Ireland with company number 555744 and having its registered address at Gasworks Road, Cork, Co Cork acting as agent for and on behalf of Gaslink (and its successors and assigns).

“GPRO” means the Gas Point Registration Office, a body run by Gas Networks Ireland which maintains the register of all gas meter points in Ireland;

“Gross Calorific Value” means the number of GigaJoules produced by the complete combustion at constant pressure of 1013.25 Millibars Absolute at fifteen (15) Degrees Celsius under standard gravitational force of one (1) cubic meter of Natural Gas at fifteen (15) Degrees Celsius with excess air at the same temperature as the Natural Gas, when the products of combustion are cooled to fifteen (15) Degrees Celsius and when the water formed by combustion is condensed to the liquid state and the product of combustion contain the same total mass of water vapour as the Natural Gas and air before combustion;

“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 Natural Gas and/or electricity to premises previously supplied by another supplier;

“Licence” means the Licence to supply Natural Gas or electricity granted to us by the Commission;

“Meter” means the Natural Gas meter and related fittings, pipes (Natural Gas)

installed by Gas Networks Ireland for the purpose of measuring the quantity of Natural Gas 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;

“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;

“Natural Gas” means any gas transported through the Natural Gas Network;

“Natural Gas Connection” means the connection between the Natural Gas network and the Premises up to and including the Meter;

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

“Network Emergency” means an emergency endangering persons and/or property and arising from a fault in the Natural Gas Network or Electricity Network or any part of the Networks;

“National Gas Emergency Manager” means the person designated as such by the Commission who manages a Natural Gas Network Emergency;

“Pay as You Go Meter” means the prepayment computerised meter through which Natural Gas or electricity may be pre-paid to us using a Gas Card (Natural Gas) or a top-up card (electricity);

“Premises” means

- i) the premises specified in your application for Natural Gas and electricity supply or

- ii) such other premises as may be notified by you to us and accepted by us from time to time; or
- iii) the premises occupied by you and supplied under a Deemed Contract;

“Priority Services Customers” means customers who are reliant on electrical home medical equipment, both life supporting and non life supporting;

“Siteworks” means any works carried out by Gas Networks Ireland in relation to the Customer’s Natural Gas Connection and any other piece of work as set out in Gas Networks Ireland. Siteworks charges as approved by the Commission, including but not limited to the provision, installation, repair, maintenance, locking, unlocking, disconnection or reconnection of the Meter or equipment used in the transportation and supply of Natural Gas;

“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 and the pricing structure applicable to each and may be viewed on our website at www.bordgaisenergy.ie or, may be obtained by contacting us in accordance with Condition 25;

“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; and

“You” means you the customer who has entered into the Contract for the supply of Natural Gas and electricity to the Premises for a Dual Fuel Product. 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 Natural Gas and electricity to you at the Premises as a Dual Fuel Product (with Smart Meter electricity) for the duration of the Commitment Period (as specified to you in the Confirmation Letter) or until the Contract is ended by either of us in accordance with Conditions 19 and 20. 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 you are an existing customer or a new customer of us, this Agreement shall commence on the date that you sign up to this Contract.
- (c) If we do not already supply the Premises, we will begin supplying the Premises on the date the GPRO or MRSO notifies us that we are the Supplier.

- (d) You can cancel your Contract 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 25 (“cooling-off period”).
- (e) In certain circumstances, you may require us, for whatever reason, to supply either electricity and/or Natural Gas to you during the 14 day cancellation period set out below. In the event that you wish to cancel this Contract during the 14 days (“cooling off period”) but following the commencement of our supply of electricity and/or Natural Gas to you, you agree to pay for all electricity and/or Natural Gas supplied to you up to the date of cancellation.
- (f) 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.
- (g) It is a pre-condition of supplying our Dual Fuel Product that you satisfy a credit check (at our sole discretion).

3 Metering and Billing

3.1 Electricity 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 ESBN 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 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.

3.2 Gas Metering

- (a) The Natural Gas supply will each be measured separately by the Meter and metering equipment that will be installed and maintained in line with the relevant Connection Agreement which sets out the main commercial terms for the connection of loads to the Gas Networks Ireland Distribution System. Gas Networks Ireland staff, its agents or contractors will read the Meters.
- (b) In between readings of the Meters, estimations of your consumption may be made by Gas Networks Ireland (as appropriate). If we have not been able to get Meter readings for any reason, we will use estimated readings. You can also provide us with your own Meter reading by phoning 01 611 01 01.
- (c) If we supply Natural Gas to you but all or part of such Natural Gas 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.

3.3 Electricity 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. You will be sent 2 separate bills – one for electricity and one for gas.
- (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 “Electricity Billing & Disconnection” and may be obtained by contacting us in accordance with Condition 25.

3.4 Gas Billing

- (a) We will regularly send you bills for the gas that you use. This will be every two months for gas. You will be sent 2 separate bills – one for electricity and one for gas.
- (b) Your bill may also include charges for services including but not limited to Siteworks or Distribution Services charges and will include VAT.
- (c) 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 to the other party that is due at the date of the next bill, or when requested to do so by Bord Gáis Energy.
- (d) Further information on your bill can be obtained in our code of practice on billing entitled “Natural Gas Billing and Disconnection” which is available on our website www.bordgaisenergy.ie or alternatively may be obtained by contacting us in accordance with Condition 25.

4 Access and Siteworks/ Distribution Services

- (a) All equipment and installations up to and including the Meter belong to Gas Networks Ireland (Natural Gas) and Smart Meter to ESB Networks (electricity) and must be used in accordance with Gas Networks Ireland’ or ESB Networks’ instructions and terms and conditions. Bord Gais Energy has

- no responsibility for maintaining the Meter or Smart Meter or any metering equipment or associated pipe work or wiring. Pipe work or wiring from the Meter or Smart Meter into your Premises and your appliances connecting to it are your responsibility. Neither Bord Gáis Energy, Gaslink, Gas Networks Ireland or ESB Networks accepts any responsibility for maintaining these.
- (b) You must comply with any conditions given to you by Gas Networks Ireland, ESB Networks or by the supplier on behalf of Gas Networks Ireland or ESB Networks regarding the Natural Gas or Electricity Connection or any related matters. A copy of Gas Networks Ireland terms and conditions can be found on their website at www.gasnetworks.ie or by phoning 1850 200 694. A copy of ESB Networks' terms and conditions can be found on www.esbnetworks.ie
- (c) We will transfer your data to Gas Networks Ireland and ESB Networks (in accordance with our privacy notice) in order that they may perform services in relation to your Meters and Natural Gas Connection and Electricity Connection.
- (d) You are responsible at all times for having due care towards the Meter and Smart Meter. You will not interfere or allow any interference with the Meter or Smart Meter, whether for repairs or for any other purpose without Gas Networks Ireland's or ESB Networks' consent, and shall notify Gas Networks Ireland, ESB Networks and/or us promptly of any defect in the Meter or Smart Meter or if any alteration or other attention is required.
- (e) You may request Gas Networks Ireland or ESB Networks to carry out Siteworks (Natural Gas) or Distribution Services (electricity) at the Premises in accordance with the terms of this Contract.
- (f) Gas Networks Ireland or ESB Networks (and when appropriate we) will inform you at the time that you request the Siteworks or Distribution Services of the cost and payment terms of the Siteworks or Distribution Services.
- (g) We may request that Siteworks or Distribution Services are carried out at the Premises such as locking, unlocking, disconnection, reconnection or servicing of the Meter or Smart Meter.
- (h) You are responsible for all costs (including VAT) associated with the Siteworks or Distribution Services whether requested by you or us. This includes any costs incurred as a result of the cancellation of the Siteworks or Distribution Services by you or because of your default.
- (i) You are also responsible for any fees payable where Gas Networks Ireland or ESB Networks visits the Premises to carry out the Siteworks or Distribution Services at a time agreed with you, but is unable to do so due to your default.
- (j) You must allow Gas Networks Ireland and/or ESB Networks' authorised personnel, agents or contractors entry to your Premises to which Natural Gas is supplied for the purposes of reading, inspecting, disconnecting, de-energising, locking or removing the Meter or Smart Meter and for all other purposes in connection with providing Natural Gas and electricity. Such entry to be permitted at all reasonable times and at any time in case of any Emergency or Network Emergency.
- (k) If you fail to comply with Condition 3 (Metering and Billing) or 4 (Access and Siteworks/ Distribution Services) and this frustrates or delays payment for the Natural Gas or Electricity used by you, we will be entitled to treat this as a neglect or refusal to pay for the purposes of this Contract.

5 Half Hourly Consumption Data from Your Electricity 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.

6 Price of Dual Fuel Product

- (a) The price of the electricity and gas supplied by us with the Dual Fuel Product is set out in our Tariff Structure less any applicable discount(s). You will be notified of the tariff/price of the electricity and gas as part of the Dual Fuel Product and any discount(s), if applicable, in your Confirmation Letter. As this is a variable priced product, the price of the electricity and gas supplied with the Dual Fuel Product may change during the Commitment Period. Our up-to-date tariff structure is displayed on our Website or it may be obtained by contacting us in accordance with Condition 25.
- (b) You may receive a discount for choosing a particular payment method and/or billing method. If you do receive a discount for this, then you must maintain this payment method and/or billing method for the Commitment Period in order to maintain your discount. If applicable, any discount(s) will be notified to you in the Confirmation Letter.
- (c) We are entitled to change the price of the electricity and gas supplied with the Dual Fuel Product 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. Any such advertisement or notice will state the date from which the change is to

become effective. We will give you thirty (30) days notice in advance of any price change taking effect. Should we not hear from you within this period, by continuing to receive the supply of Natural Gas and/or electricity you will be deemed to have given your express consent to accepting this change and that you are happy for the Contract to continue on the same terms and conditions, subject to the price change.

- (d) You may get advice from us on choosing a tariff but you are responsible for making the decision on what tariff best suits your needs. In the event that you have chosen the incorrect tariff for you, Bord Gais Energy will not be held accountable for this or any charging that has occurred due to your incorrect selection. To change your tariff please phone us on 01 611 01 04.
- (e) 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.

7 Electricity Smart Meter Tariffs with the Dual Fuel Product

- (a) If you have an electricity Smart Meter, then you can choose one of our electricity smart meter tariffs including one of our Time of Use Tariffs under the Dual Fuel Product. 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.
- (b) 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.

- (c) 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.
- (d) 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.
- (e) 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.
- (f) You are able to change your smart meter tariff by contacting us in accordance with Condition 25. We will explain any conditions associated with this change when you sign-up for the new smart meter tariff.
- (g) 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).
- (h) 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.

8 Payment of Accounts

- (a) You must pay us the cost of the Natural Gas and electricity consumed at the Premises, or which is estimated that you have consumed during the Billing Period (plus VAT), and any other charges which may be applicable to the tariff you have chosen.
- (b) You will be issued two bills for the Natural Gas and electricity consumed at the Premises which may not be issued at the same time. Unless we have agreed otherwise, every bill, including one based on an estimated meter reading, is payable on the date specified in the bill(s). If you do not pay your bill(s) on time, any discounts that are applied to your bill(s) may be removed at our discretion. In circumstances where a discount(s) has been removed from your bill(s) because you have not paid on time, you must contact us in accordance with Condition 25 and we may reinstate your discount at our discretion.
- (c) If you receive a discount from us for paying by a particular payment method and/or choosing a particular billing method then you must continue to pay by this payment and/or billing method in order to maintain your discount.
- (d) You must also pay us for any amount specified on the bills for other services that we have agreed to provide to you.
- (e) You must pay us for any Siteworks or Distribution Services that we or you have requested be carried out at your Premises and for which we have been charged by Gas Networks Ireland or ESB Networks. This includes (but is not limited to) the locking, unlocking, disconnection, or reconnection or testing of the Meter.
- (f) The unit cost of a kWh of Natural Gas and electricity is applied to the number of kWh used or estimated to have

been used during the Billing Period to produce the cost of Natural Gas and electricity used by you at the premises. Other charges may be payable (including a supply charge) depending on the tariff you have chosen.

- (g) Your liability to pay for the Natural Gas and 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.
- (h) You must pay us by one of the methods set out on our website, on the back of your bills or as set out in our Code of Practice entitled "Billing & Disconnection".
- (i) As you are a dual fuel customer and will receive separate bills for electricity and gas, any payments you make will be allocated to the account against which you make them. In the event of non-payment of one account, we may only lock or disconnect the meter related to that particular account.
- (j) 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.
- (k) 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 Natural Gas or 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. In the event that a Pay as You Go Meter is installed, you will be placed on our standard tariff for Pay as You Go Meter customers and all discounts on your account shall be removed. If a Pay as

You Go Meter is installed for electricity 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.

- (l) A Gas Card (Natural Gas) or top-up card (electricity) will be issued to you for use with the Pay as You Go Meter. You shall be responsible for the safe custody of the Gas Card and/or top-up card. If a replacement Gas Card or 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 25.
- (m) You will not be charged for changing energy supplier.
- (n) 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 Commission. If we decide not to carry out the switch because of arrears, we will tell you in writing.
- (o) 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.
- (p) 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.
- (q) Failure to adhere to these Conditions in respect of payment of accounts will adversely affect your Bord Gáis Energy credit record.
- (r) If you close your Natural Gas and/or 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.

- (s) 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.

9 Application of Terms and Conditions to your Connection for Natural Gas Supply

- (a) In consideration, and as a condition, of being connected to the Gas Networks Ireland Distribution System in order to receive a Natural Gas supply and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), you hereby accept and agree to be bound by the terms and conditions under which a connection to the Gas Networks Ireland' Distribution System is provided and operated.
- (b) These terms and conditions, called the "Gas Networks Ireland Terms and Conditions for Gas Users at Non Daily Metered (NDM) Offtake Points", are available at www.gasnetworks.ie or by contacting Gas Networks Ireland at 1850 200 694 and are entered into between you and Gas Networks Ireland, acting as the agent for and on behalf of Gaslink as and from the date of this Contract.

10 Calculation of Natural Gas Supplied

- (a) You will be charged for the number of kiloWatt hours (kWh) of Natural Gas consumed, or estimated to have been consumed, or passed through the Meter, or estimated to have been passed through the Meter during the Billing Period, in accordance with the Gross Calorific Value of the Natural Gas as determined by Gas Networks Ireland.
- (b) To convert the Meter read or estimated Meter read into kilowatt hours (kWh)

a conversion factor is applied. This conversion factor is provided to us by Gas Networks Ireland and is shown on your bill.

- (c) The calculation of Natural Gas supplied will conform with the requirements of Directive 2004/22/EC on measuring instruments or any amendment or re-enactment of that Directive.

11 Security Cover (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.

12 Special Services Customers (Natural Gas and Electricity)

- (a) We will provide certain services to our customers who require special services in relation to their Natural Gas and electricity usage. Details of these special services are set out in our Code of Practice for Vulnerable Customers which may be which is available on our website www.bordgaisenergy.ie, or obtained by contacting us in accordance with Condition 25.
- (b) We maintain a register of Special Services Customers. If you wish to be treated as a Special Services Customer and receive the services as set out in our Code of Practice on Vulnerable Customers, you must give us the necessary information that we require to compile this register and we agree that we will not disclose this information except to Gas Networks Ireland and ESB Networks (as appropriate) who require the information to perform certain services for you and in accordance with these Conditions and the law.

13 Priority Services (Electricity Only)

- (a) We will provide certain priority services to Priority Services Customers. Details of these priority services are set out in our Code of Practice for Vulnerable Customers customers which is available on our website at www.bordgaisenergy.ie or may be obtained by contacting us in accordance with Condition 25.
- (b) We maintain a register of Priority Services Customers. If you wish to be treated as a priority services 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 this register 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.

14 Natural Gas or Electricity Network Emergency

In the event of and for the duration of a Network Emergency in gas or electricity or in the case of an escape, or suspected escape, of Natural Gas:

- (a) we may at the request of the National Gas Emergency Manager, the electricity or gas Emergency Response Service, ESB Networks or Gas Networks Ireland discontinue the supply of Electricity or Natural Gas to the Premises; and
- (b) you must refrain from using Electricity or Natural Gas immediately upon being told by us or ESB Networks, Gas Networks Ireland or the National Gas Emergency Manager that you should do so.

15 Emergency Response Service (Natural Gas)

- (a) The emergency response service is operated by Gas Networks Ireland on behalf of all customers.

- (b) The 24-hour telephone number of the emergency response service is 1850 20 50 50.
- (c) We will, in so far as is practicable, take steps to inform you of any change in the details of the emergency response service before such change becomes effective. In any event the up-to-date information about this service will be displayed on our website (www.bordgaisenergy.ie), or may be obtained by contacting us in accordance with Condition 25.

16 Emergency Response Service (Electricity)

- (a) The emergency response service is operated by ESB Networks on behalf of all customers.
- (b) The 24-hour telephone number of the emergency response service is 1850 372 999.
- (c) We will, in so far as is practicable, take steps to inform you of any change in the details of the emergency response service before such change becomes effective. In any event the up-to-date information about this service will be displayed on our website (www.bordgaisenergy.ie), or may be obtained by contacting us in accordance with Condition 25.

17 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 Natural Gas and/or electricity as a result of our inability to secure a supply of Natural Gas and/or 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 Contract 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 Natural

Gas and/or 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 Gas Networks Ireland, ESB Networks, your Natural Gas Connection or Electricity Connection or any Siteworks or Distribution Services.
- (d) You accept liability for the care and maintenance of the Appliances and associated pipe work and wiring at the Premises.
- (e) We accept no liability arising in relation to your Appliances, the associated pipe work and wiring or the maintenance of the Appliances or associated pipe work or 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.

18 Discontinuance of Natural Gas and/or Electricity Supply

Any Natural Gas or electricity Meter supplied to you shall remain the property of Gas Networks Ireland or ESB Networks (as appropriate) and may be removed or disconnected by Gas Networks Ireland or ESB Networks in the following circumstances:

- (a) under instruction of Bord Gáis Energy in accordance with Condition 4(g); or
- (b) for safety; or
- (c) suspected interference reasons; or
- (d) if there is no active gas or electricity supplier at your Premises.

19 Your Right to Terminate the Contract

- (a) As our Dual Fuel Product contains a Commitment Period then you must remain a customer of Bord Gáis Energy for the Commitment Period. If you terminate the Agreement and/or change supplier for either Natural Gas or electricity or both before the expiry of the Commitment Period then we

have the right to charge you an Early Exit Fee. The Early Exit Fee is €50 and will be applied to your account. We will send you a notice at least 30 days and no more than 60 days prior to the end of your Commitment Period.

- (b) At the end of the Commitment Period and if you do not enter into a new Dual Fuel Product Contract with us, or if you change supplier for either one of Natural Gas or electricity, then you will remain on your current tariff for Natural Gas and/or electricity smart meter tariff with no Dual Fuel Product or any other applicable discount and our standard terms and conditions of electricity for smart meter customers or Natural Gas supply will apply (which are available on our website at www.bordgaisenergy.ie, or obtained by contacting us in accordance with Condition 25).
- (c) You will remain liable for any Natural Gas and electricity used in the Premises during the Commitment Period.
- (d) You will also be liable for Natural Gas and electricity if you continue to use Natural Gas and electricity after the Commitment Period.
- (e) If you want to end this Contract after the Commitment Period you must give us 7 days notice.
- (f) You will remain liable for any Natural Gas or electricity usage after the Commitment Period until this 7 days notice is given and has expired and
 - (i) you have given us a meter reading (where applicable for Smart Meters as set out in Condition (g) below) or
 - (ii) you have given access to Gas Networks Ireland or ESB Networks to read and lock the Meter or Smart Meter (where applicable).
 - (iii) you have accepted an estimated meter reading provided by us (where applicable for Smart Meters). 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(s). In the event that you cannot provide a meter reading(s), do not accept our meter reading(s) or cannot provide Gas Networks Ireland or ESB Networks access to the Premises, you may be charged a special administration fee of €65 in order to close your account.

- (g) With an electricity 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.
- (h) Notwithstanding Condition 19 (a), if you or we terminate either your Natural Gas or electricity account during the Commitment Period, your discount(s) may be removed from your remaining account and our standard terms and conditions of electricity supply for smart meter customers or our standard terms and conditions of natural gas supply will apply (which are available on our website www.bordgaisenergy.ie, or by contacting us in accordance with Condition 25).
- (i) The ending of the Contract, will not affect any rights or duties which have accrued to you prior to the Contract ending.
- (j) Where the supply of Natural Gas or electricity is disconnected due to your default, you will pay us all expenses reasonably incurred and the cost of disconnection and of subsequent reconnection, if any.
- (k) Further information in relation to our policy and procedures for causing Meters to be locked or premises to be disconnected from the Natural

Gas network and Electricity Network is set out in our Code of Practice on “Billing and Disconnection” which may be obtained by contacting us in accordance with Condition 25.

- (l) In the event of your death your Personal Representative, will be liable for any continued supply of Natural Gas and electricity to the Premises until a new contract is entered into for the supply of Natural Gas and/or electricity to the Premises or until this Contract is terminated.

20 Our Right to Lock, or Disconnect the Meter and Terminate the Contract

- (a) We may lock and/or disconnect your Meter and may terminate this Contract in the following circumstances:
 - (i) With notice, if you have not paid any monies due by you under the Contract and we have followed our policy in our Code of Practice on “Billing and Disconnection” in attempting to recover these monies.
 - (ii) 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.
 - (iii) With notice, if you do not agree to the installation of a Pay as You Go Meter or agree to enter a payment plan for the recovery of debt, where suitable.
 - (iv) Without notice, if the National Gas Emergency Manager, the emergency response service, ESB Networks or Gas Networks Ireland informs us 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 (Natural Gas), service pipe (Natural Gas), electrical network, meter installation or the Appliances and this is not rectified within a reasonable period of time.
 - (v) Without notice, if we consider that there is any risk of fire or explosion or injury to persons or property by reason of any defects or suspected

defects in the supply main, service pipe, meter installation, or your internal installations up to and including the Appliances.

- (vi) Without notice, if we no longer have a Licence to supply your Premises.
- (vii) Without notice, if a Last Resort Supply Direction is given to another supplier (the Supplier of Last Resort) in respect of the Premises, and the Contract will end on the date that the direction takes effect (your data will be transferred to the Supplier of Last Resort in accordance with our Privacy Notice in order that it can supply you with Natural Gas and/or electricity).

- (b) The ending of the Contract will not affect any rights or duties which have accrued to us prior to the Contract ending.

21 Complaints

- (a) You may make a complaint in relation to any issue arising under the Contract by contacting our Customer Experience team in accordance with Condition 25.
- (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 25.

22 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 one of the forms set out below:
 - bill insert,
 - via our website,
 - by email or
 - via the mass media.

We will provide you with a copy of the amendments to the Conditions. If any variation, addition or amendment is unacceptable to you, you may end the

Contract in accordance with Condition 19 (the unvaried Conditions applying during the seven (7) day notice period) otherwise by continuing to receive the supply of electricity of Natural Gas, you will be deemed to have expressly consented to accepting new Conditions and these will become effective 30 days after we have served the notice of variation/addition/amendment.

- (b) The Conditions shall be displayed on our website www.bordgaisenergy.ie, or may be obtained by contacting us in accordance with Condition 25.

23 Assignment

- (a) 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.
- (b) You may not assign this Contract without our prior written consent which shall not be unreasonably withheld.

24 Notices

- (a) Except for price change notices issued under Condition 6(c) 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 in a national newspaper. 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 or by calling us or emailing us in accordance with Condition 25.

25 Contact Details

- (a) Our Customer Experience team may be contacted:
- (i) In writing: Bord Gáis Energy
PO Box 10943
Dublin 1
 - (ii) By telephone: 01 611 01 04
 - (iii) By fax: 01 611 01 02
 - (iv) By contacting us at:
bordgais.ie/company/contact-us
 - (v) For Deaf/ hard of Hearing Customers:- Contact us via "Live Chat" on our website or "Have a Question" form on our website or Social Media (Twitter or Facebook) - Mon to Fri (8am to 5pm)

Please note, we will only deal with the named account holder or authorised representative for data protection purposes.

Certain information as provided in the Conditions may also be obtained on our website at www.bordgaisenergy.ie

- (b) This contact information may be amended or varied from time to time. The up-to-date information in this regard will be displayed on our website and on your bill.

26 Bord Gáis Energy Codes of Practice and Customer Charter

- (a) We have 7 Codes of Practice in each of Natural Gas and electricity covering Complaint Handling, Marketing and Advertising, Sign-Up, Billing and Disconnection, Pay as You Go Meters, Smart Metering and Vulnerable Customers (Special Services Customers & Priority Services Customers) which set out the way we do our business in each of these areas and the services and levels of service you can expect. To obtain a free copy please call us on 01 611 01 01 or visit our website at www.bordgaisenergy.ie
- (b) We have a Customer Charter which sets out our customer service commitments and our 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

27 Deemed Contract

- (a) If you own or occupy a Premises where a supply of electricity and/or Natural gas is provided and you do not have a contract for the supply of electricity and/or Natural Gas with Bord Gáis Energy as the registered supplier of the Premises then you will be considered to be supplied by us under a Deemed Contract.
- (b) The Deemed Contract will be between us, Bord Gáis Energy, and you, the owner or occupier of the Premises. The Deemed Contract will start on the date when you begin to take a supply of electricity and/or Natural Gas in the absence of a contract for supply and shall end on the date on which we or another supplier is registered with the MRSO and/or GPRO as the supplier of the Premises or on the date on which we cease to supply the Premises, whichever is the earliest.
- (c) If you are being supplied under a Deemed Contract:
- (i) we will send you a notice informing you of this and advising you that you are liable to pay for any electricity and/or Natural Gas consumed under a Deemed Contract; and
 - (ii) our standard Conditions of Supply for Residential Customers will apply to you;
 - (iii) you will be charged our standard electricity and/or Natural Gas tariff (which shall include applicable charges, taxes and levies) for residential customers for any electricity and/or Natural Gas supplied. Our standard electricity and/or Natural Gas tariff is published on our website at www.bordgaisenergy.ie or can be obtained by calling us on 01 611 01 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). You will be bound by Gas Networks Ireland Terms and Conditions for Gas Users at Non Daily Metered (NDM) Offtake Points (if you are being supplied with gas under a deemed contract).

28 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 the 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 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