



Residential **Fixed Price Electricity**

Terms and conditions

01 611 01 01 | bordgaisenergy.ie

Welcome

These are our Terms and Conditions of Supply for our Electricity Fixed Price contract. We also include our Privacy Notice for gas and electricity supply customers.



bordgais.ie/company/contact-us



01 611 01 01



Customer service

Residential electricity

Bord Gáis Energy

PO Box 10943, Dublin 2

For customers who are deaf or hard of hearing, we offer a Chatbot on our website.

Alternatively you can contact us through the

Have a question? form on our website.

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

bordgaisenergy.ie

Electricity Residential Terms and Conditions of Supply Fixed Term Contract – fixed price

These are our standard conditions. As a residential customer you will be deemed to have accepted these conditions from the date that you sign up as provided for under Condition 2.

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

The Privacy Notice which applies to our gas and electricity supply customers is located at www.bordgaisenergy.ie/docs/DataProtection/GasElecPrivacyNotice.pdf. The Privacy Notice does not form part of the contract between you and Bord Gáis Energy Limited.

1 Definitions

1.1 In these conditions the words below have the following meanings:

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

“Billing Period” means a period of two months in respect of which we will issue invoices to you under this Contract;

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

“Commission” means the Commission for Regulation of Utilities;

“Commitment Period” means a time period which you have accepted, as specified in your Confirmation Letter, during which you are a customer of Bord Gáis Energy for the electricity Fixed Term product;

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

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

“Contract” means the contract between you and us for the supply of electricity to the Premises;

“Cooling-Off Period” has the meaning given to it in Condition 2(d);

“Deemed Contract” means a contract for the supply of electricity or Natural Gas under

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

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

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

“Electricity Fixed Term Product” means a product offered by us from time to time for the supply of electricity on a fixed term basis;

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

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

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

“ESB” means Electricity Supply Board, a statutory corporation constituted under the Electricity (Supply) Act 1927, its successors and assigns;

“ESB Networks” means Electricity Supply Board, acting as operator of the Electricity Network;

“Fixed Price” means the price to be paid for each unit of electricity supplied, and any standing charges or applicable capacity charges, as quoted to you when you agreed to this Contract and as confirmed to you

in a subsequent Confirmation Letter. PSO Levy and VAT will not be fixed and may vary during the term of the Contract (in addition to the introduction of any additional taxes/ government levies that may be introduced over the Commitment Period);

“Last Resort Supply Direction” means a direction given to a supplier (the supplier of last resort) by the Commission requiring it to make available a supply of electricity to premises previously supplied by another supplier;

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

“Meter” means the electricity meter and related fittings and wires installed by ESB Networks for the purpose of measuring the quantity of electricity used by you on the Premises and includes any such meter or meters of any type supplied to you at any time at the Premises;

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

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

“Premises” means

- (i) the premises specified in your application for 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 Support Customers” means customers who are reliant on electrical home medical equipment, both life supporting and non-life supporting;

“Special Services Customers” means customers who are particularly vulnerable to disconnection during the winter months for reasons of advanced age or physical, sensory, intellectual or mental health or as defined by

the Commission from time to time;

“Tariff Structure” means our list of current tariffs and the pricing structure applicable to each;

and **“You”** means you the customer who has entered into the Contract. Where you are more than one person or entity, each person or entity is jointly and severally liable for your obligations under this Contract.

1.2 References in the Conditions to a document shall be references to such document as amended or replaced from time to time.

2 Sale and Supply

- (a) We will sell and supply electricity to you at the Premises as an Electricity Fixed Term Product 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 Condition 12. 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 Contract 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 MRSO notifies us we are the Supplier.
- (d) You can cancel your Contract within 14 days from the date you agreed to this Contract if you signed up via a website or over the phone or 30 days from the date you agreed to this Contract if you signed up at your premises via a

doorstep sales agent (otherwise known as you “Cooling-Off Period”) under the Consumer Rights Act 2022.

- (e) In certain circumstances, you may require us, for whatever reason, to supply electricity to you during the 14 or 30-day Cooling Off Period set out above. In the event that you wish to cancel this Contract during the 14 or 30 days but following the commencement of our supply of electricity to you, you agree to pay for all electricity supplied to you up to the date of cancellation.
- (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 Electricity Fixed Term Product that you satisfy a credit check (at our sole discretion).

3 Metering and Billing

- (a) The electricity supply will be measured by the Meter and metering equipment that will be installed and maintained by ESB Networks. ESB Networks staff, its agents or contractors will read the Meter.
- (b) In between readings of the Meter, estimations of your electricity consumption may be made by ESB Networks. An estimated meter read will be calculated having regard to a number of factors including (but not limited to) prior electricity usage at the Premises, the time of year and the nature of the Premises.
- (c) We will regularly send you bills for

the electricity that you use. Your bill may also include charges for services including but not limited to Siteworks charges that we have supplied to you and will include VAT.

- (d) If you or we discover that any Meter reading has been inaccurate or omitted, or the readings have not been converted into charges correctly, you or we, as the case may be, must pay any money that is due at the date of the next bill or when requested to do so by Bord Gáis Energy.
- (e) If we have not been able to get Meter readings for any reason, we will use estimated readings. You can also provide us with your own Meter reading by phoning 01 611 01 01.
- (f) If we supply electricity to you but all or part of such electricity supplied is not registered by the Meter (due to a fault or unauthorised interference or any other reason), you must pay an amount equal to the charge that would have been payable had the Meter or metering equipment been working properly.
- (g) Further information on your bill can be obtained in our code of practice on billing entitled "Billing & Disconnection" and may be obtained by contacting us in accordance with Condition 18.

- (b) You agree to be bound by any conditions given to you by ESB Networks or by us on behalf of ESB Networks regarding your Electricity Connection and any related matters.
- (c) We will transfer your data to ESB Networks (in accordance with our Privacy Notice) in order that they may perform services in relation to your Meter and Electricity Connection.
- (d) You are responsible at all times for having due care towards the Meter. You will not interfere or allow any interference with the Meter, whether for repairs or for any other purpose without ESB Networks' consent and shall notify ESB Networks and/or us promptly of any defect in the Meter or if any alteration or other attention is required.
- (e) You may request ESB Networks to carry out Distribution Services at the Premises.
- (f) We may request that Distribution Services are carried out at the Premises such as de-energisation, re-energisation or servicing of the Meter.
- (g) You are responsible for all costs (including VAT) associated with the Distribution Services. This includes any costs incurred as a result of the cancellation of the Distribution Services by you or because of your default. You are also responsible for any fees payable where ESB Networks visits the Premises to carry out the Distribution Services at a time agreed with you but is unable to do so due to your default.

4 Access and Distribution Services

- (a) All equipment and installations up to and including the Meter belong to ESB Networks and must be used in accordance with ESB Networks' instructions. We have no responsibility for maintaining the Meter or any metering equipment or associated wiring.
- (h) ESB Networks (and when appropriate we) will inform you at the time that you request the Distribution Services of the cost and payment terms of the Distribution Services including who will invoice you for those services.
- (i) You must allow ESB Networks and its contractors, sub-contractors and their employees, servants or agents safe, free and unrestricted access to the Meter and, if required, safe, free

and unrestricted admission to the Premises at all reasonable times. This includes (but is not limited to) reading, inspection, repair and removal of the Meter and any other Distribution Services that you request ESB Networks to carry out at the Premises.

- (j) You must allow ESB Networks access to the Premises or Meter at any time in the case of any electrical Emergency.
- (k) You will also allow us a right of entry to the Premises for all reasonable purposes at all reasonable times and at any time in the case of an Emergency.
- (l) If you fail to comply with Condition 3 or 4 and this frustrates or delays payment for the electricity used by you, we will be entitled to treat this as a neglect or refusal to pay for the purposes of the Conditions.

- (c) If you continue to take a supply of electricity from us after the Commitment Period has ended you will move onto our standard variable tariff and our standard terms and conditions of Electricity Supply (variable price with no fixed term) will apply (as displayed on our website from time to time).
- (d) With our Fixed Price tariff, Direct Debit is a mandatory payment method but there is no discount for choosing this. Paperless Billing can be chosen but there is no discount for choosing this billing method.
- (e) You may get advice from us on choosing a tariff but you are responsible for making the decision on what tariff best suits your needs. In the event that you have chosen the incorrect tariff for you, Bord Gáis Energy will not be held accountable for this or any charging that has occurred due to your incorrect selection. To change your tariff please telephone us on 01 611 01 01.
- (f) 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.

5 Price of Electricity – Fixed Price

- (a) You will be charged our Fixed Price tariff as quoted to you when you agreed to enter into this Contract. This Fixed Price tariff was subsequently confirmed to you in a Confirmation Letter from us. As this is a Fixed Price product, the price will not change during the Commitment Period other than as provided for under these Conditions. The Public Service Obligation Levy and VAT and any other governmental or regulatory charge that we have no control over may change during the course of the Commitment Period
- (b) Our up-to-date Tariff Structure is displayed on our website www.bordgaisenergy.ie or it may be obtained by contacting us in accordance with Condition 18.

6 Payment of Accounts

- (a) You must pay us the cost of the electricity consumed at the Premises, or which we have estimated that you have consumed during the Billing Period (plus VAT), and any supply charge which may be applicable to the tariff you have chosen.
- (b) Unless we have agreed otherwise, every bill, including an estimated meter read, is payable on the date specified in the bill. You must also pay us for any amount specified on the bill for other services

that we have agreed to provide to you. If you do not pay your bill on time then any discounts that are applied to your bill may be removed at our discretion.

- (c) You must pay us for any Distribution Services that we or you have requested be carried out at your Premises and for which we have been charged by ESB Networks. This includes (but is not limited to) the de-energisation or reenergisation of the Meter.
- (d) Your liability to pay for the electricity used at the Premises (plus VAT) together with any supply charges which may be applicable to the tariff you have chosen and any amount specified on the bill for other services that we have agreed to provide to you continues until all sums due are discharged by you.
- (e) When your request to switch is processed, your current supplier will notify us if you are in arrears for more than levels set for all customers by the Commission for Regulation of Utilities. If we decide not to carry out the switch because of arrears, we will tell you in writing.
- (f) You will not be charged for changing Supplier.
- (g) If you have changed from another supplier, you agree to pay any outstanding charges transferred to us by the other supplier (including VAT).
- (h) You must pay us by Direct Debit for our Fixed Price tariff.
- (i) If you do not pay us any sum due under the Contract you will be liable to pay us interest from the due date for payment at a daily rate equal to 2% above the Bank of Ireland AAA Overdraft Rate then in force or, if there is no such rate, then an equivalent rate, accruing on a daily basis until payment is made.
- (j) In the event that you are experiencing payment difficulties, we may agree to the installation of a Pay as You Go Meter at your premises (where suitable) in order to maintain your supply and/ or repay any Electricity debt owed by

you which may be recovered through the Pay as You Go Meter. You are responsible for the cost of installing the Pay as You Go Meter unless otherwise directed by Bord Gáis Energy. In the event of a Last Resort Supply Direction, you may lose any credit that is on your electricity Pay as You Go Meter.

- (k) An electricity top-up card will be issued to you for use with the Pay as You Go Meter. You shall be responsible for the safe custody of the top-up card. If a replacement top-up card is required by you it will be charged to you at the rate prevailing at that time. For further information on Pay as You Go Meters please see our Code of Practice on Pay as You Go Meters. You may obtain a copy of this code by contacting us in accordance with Condition 18.
- (l) If you have a Bord Gáis Energy account with us at this or other premises, we may transfer any credit or debt between your accounts in order to recover any money you owe us.
- (m) Where you are more than one person or entity, each person or entity is jointly and severally liable for your obligations under this Contract. In the event that there are arrears owing on your account, Bord Gáis Energy reserves the right to seek recovery of these arrears from one or all of the joint account holders.
- (n) Failure to adhere to these Conditions in respect of payment of accounts will adversely affect your Bord Gáis Energy credit record.
- (o) If you close your electricity account (credit meter) and there is a credit balance due to you this will be shown on your final bill. You must contact us to receive your credit. If any credit remains unclaimed for longer than one year then we may remove this credit from your account.
- (p) Once Bord Gáis Energy has completed the process for debt collection as set out in our Code of Practice on Billing & Disconnection, we may pass your

outstanding debt to a 3rd party agency who will attempt to recover the debt. We may charge an administration fee in this case.

- (q) A copy of our Code of Practice entitled "Billing & Disconnection" may be obtained by contacting us in accordance with Condition 18.

give us the necessary information that we require to compile these registers and we agree that we will not disclose this information except to ESB Networks who require the information to perform certain services for you and in accordance with these Conditions and the law.

7 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.

8 Special Services Customers and Priority Support Customers

- (a) We will provide certain services to our customers who require special services or priority support in relation to their electricity usage. Details of these special services are set out in our Code of Practice for Vulnerable Customers which may be obtained by contacting us in accordance with Condition 18.
- (b) We maintain a register of Special Services Customers and Priority Support Customers. If you wish to be treated as a special services customer or priority support customer and receive the services as set out in our Vulnerable Customer Code of Practice, you must

9 Electricity Emergency

In the event of and for the duration of an electrical Emergency:

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

10 Emergency Response Service

- (a) The Emergency Response Service is operated by ESB Networks on behalf of all customers.
- (b) The 24-hour telephone number of the Emergency Response Service is 1800 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 18.

11 Limitation of Liability

- (a) We will not be responsible for any loss or damage sustained by you in respect of any failure by us to supply electricity as a result of our inability to secure a supply of 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 agreement in contract, tort (including negligence) or otherwise for any indirect or consequential loss or economic loss suffered by you as a result of the sale or supply of electricity or in connection with this Contract.
- (c) We will not have any liability howsoever arising in respect of, or in connection with, any failure of the services provided by ESB Networks, your Electricity Connection or any Distribution Services.
- (d) You accept liability for the care and maintenance of the Appliances and associated wiring at the Premises.
- (e) We accept no liability arising in relation to your Appliances, the associated wiring or the maintenance of the Appliances or associated wiring.
- (f) Nothing in this Contract will exclude or restrict our liability for damages arising out of liability for death or personal injury arising from our negligence.

12 Termination

- (a) As our Fixed Price product is an Electricity Fixed Term Product, it contains a Commitment Period and you must remain a customer of Bord Gáis Energy for the Commitment Period, except during your Cooling-Off Period. If you terminate the Contract and/or change supplier before the expiry of the Commitment Period then we have the right to charge you an Early Exit Fee. The Early Exit Fee is €100 and will be applied to your account.
- (b) We will send you a notice at least 30 days and no more than 60 days prior to the end of your Commitment Period.
- (c) At the end of the Commitment Period and if you do not enter into a new electricity Fixed Price fixed term Contract with us then you will move onto our standard variable tariff and any discounts will be removed (except for any direct debit or paperless billing discounts that may apply) and our standard terms and conditions of supply (variable price – no fixed term contract) will apply (which are available on our website at www.bordgaisenergy.ie, or obtained by contacting us in accordance with Condition 18).
- (d) You will remain liable for any electricity used in the Premises during the Commitment Period.
- (e) You will also be liable for electricity if you continue to use electricity after the Commitment Period.
- (f) If you want to end this Contract after the Commitment Period you must give us 7 days' notice.
- (g) You will remain liable for any electricity used in the Premises until this 7 days' notice has expired and
 - (i) you have given us a meter reading; or
 - (ii) you have given access to ESB Networks to read and de-energise the Meter; or
 - (iii) you have accepted an estimated meter reading provided by us. If you cannot provide us with a closing meter read we may provide you with an estimated read calculated by us, at our sole discretion. Where this happens, you

agree to make payment in full based on our estimated Meter read. In the event that you cannot provide a meter reading, do not accept our meter reading or cannot provide ESB Networks access to the Premises, you may be charged a special meter read fee of €67 in order to close your account.

- (h) In the event of your death, your personal representative will be liable for any continued supply of electricity to the Premises until a new contract is entered into for the supply of electricity to the Premises or until this Contract is terminated.
- (i) We may end this Contract in the following circumstances:-
 - (i) on giving you three months' notice in writing where the continuation of the supply of electricity to your Premises is no longer economically viable;
 - (ii) with notice, if you have not paid any monies due by you under this Contract and we have followed our policy in our Code of Practice on Billing & Disconnection in attempting to recover these monies;
 - (iii) with notice, if you continue to be in breach of these Conditions for one month or more, having received notice of any such breach from us;
 - (iv) without notice, if the Emergency Response Service or ESB Networks informs us that there is any risk of injury to persons or property as a result of any defects or suspected defects in the electrical network, meter installation or the Appliances;
 - (v) without notice, if we consider that there is any risk of injury to persons or property by reason of any defects or suspected defects in the electrical network, meter installation, or your internal installations up to and including the Appliances.
 - (vi) without notice, if we no longer have a Licence to supply your Premises;
 - (vii) without notice, if a last resort supply direction is given to another

supplier (the Supplier of Last Resort) in respect of the Premises, and the Contract will end on the date that the direction takes effect (your data will be transferred to the Supplier of Last Resort in accordance with our Privacy Notice order that it can supply you with electricity);

- (viii) with notice, if you do not agree to the installation of a Pay as You Go Meter or agree to enter into a payment plan for the recovery of debt, where suitable.
- (j) The ending of the Contract, will not affect any rights or duties which have accrued to you or us prior to the Contract ending.
- (k) Where the supply of electricity is disconnected due to your default, you will pay us all expenses incurred and also the cost of de-energisation and of subsequent re-energisation, if any.
- (l) Further information in relation to our policy and procedures for causing premises to be disconnected from the Electricity Network is set out in our Code of Practice on Billing & Disconnection which may be obtained by contacting us in accordance with Condition 18.

14 Complaints

- (a) You may make a complaint in relation to any issue arising under this Contract by contacting our Customer Experience team in accordance with Condition 18.
- (b) Any complaints made by you will be dealt with by us in accordance with our Code of Practice for dealing with customer complaints. You may obtain a copy of this code by contacting us in accordance with Condition 18.

15 Variation of General Conditions

- (a) We may amend, vary or add to these Conditions at any time on giving you thirty (30) days' notice days written notice by at least two methods which will be in the form set out below:
- Bill insert,
 - via our website,
 - by email or
 - via the mass media.
- (b) We will provide you with a copy of the amendments to the Conditions. If any variation, addition or amendment is unacceptable to you, you may end the Contract in accordance with Condition 12 otherwise by continuing to receive the supply of electricity, you will be deemed to have expressly consented to accepting the new Conditions and these will become effective 30 days after we have served the notice of variation/addition/amendment.
- (c) The Conditions shall be displayed on our website or may be obtained by contacting us in accordance with Condition 18.

16 Assignment

We may assign or transfer to any other person the benefit of this Contract or any or all of our rights and obligations hereunder without your prior written approval. You may not assign this Contract without our consent.

17 Notices

- (a) We will have given you proper notice:
- (i) if we send the notice by post to your last known address on the second day after the date it was posted; or
 - (ii) if we address the notice to some or all customers in an advertisement. Notices may be included in any other communication we send you.
 - (iii) 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 in accordance with Condition 18.

18 Contact Details

- (a) Our Customer Experience team are contactable:
- (i) in writing: Customer Service Residential Electricity Bord Gáis Electricity PO Box 10943 Dublin 1
 - (ii) by telephone: 01 611 01 01
 - (iii) by telephone: (outside Ireland):00353 1 602 1550
 - (v) Through our website on: www.bordgaisenergy.ie/home/help
 - (vi) For customers who are deaf or hard of hearing, by live webchat on our website -Just look for the icon.
- Alternatively, you can contact us through our 'Have a question?' form on our website.
- (b) You can also find us on Twitter @

bordgaisenergy and Facebook Monday - Friday 8am - 5pm Certain information as provided in the Conditions may also be obtained on our website at www.bordgaisenergy.ie

- (c) 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.

19 Bord Gáis Energy Codes of Practice and Customer Charter

- (a) We have 8 Codes of Practice covering Complaint Handling, Marketing & Advertising, Billing & Disconnection, Sign-Up, Vulnerable Customers (Special Services Customers and Priority Support Customers), Smart Metering and Pay as You Go Meters, Smart Pay as You Go Meters which set out the way we do our business in each of these areas and the services and levels of service you can expect. To obtain a free copy please call us on 01 611 01 01 or visit our website at www.bordgaisenergy.ie
- (b) We have a Customer Charter which sets out our customer service commitments and our 10 guaranteed service standards. If you believe that we have breached any of our guaranteed standards, you may apply for a Charter payment. To obtain a free copy please call us on 01 611 01 01 or visit our website at www.bordgaisenergy.ie

20 Deemed Contract

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

(v) you will be bound by ESB Networks General Conditions for Connection to the Distribution system for customers with a connection of less than 100kVA (if you are being supplied with electricity under a Deemed Contract).

21 General

- (a) The headings in these Conditions are for convenience only and will not affect their interpretation.
- (b) If we waive a breach of the Contract by you, that waiver shall not be considered to be or include a waiver of any subsequent breach by you of the same or any other provision.
- (c) If a competent authority determines that any provision of these Conditions is invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected by that determination.
- (d) The Contract shall be governed and construed in accordance with the laws of Ireland and the courts of Ireland and Commission for Regulation of Utilities shall have jurisdiction to decide any disputes arising between us and you.

Privacy Notice

Gas and Electricity Supply

1 Bord Gáis Energy and your personal information

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

All of our Privacy Notices are located at www.bordgaisenergy.ie/dataprotection. If you're a boiler services customer, the 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. If you're a customer who exports electricity to the grid we'll receive and process your meter reads for the purpose of remuneration in respect of electricity that you feed to the grid in order for us to meet our obligations under S.I. No. 76 of 2022 EU Renewable Energy Obligations.
- (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 licenced 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

natural gas we're required to comply with the conditions of our licence and the obligations outlined in the Commission for Regulation of Utilities, Electricity and Gas Suppliers Handbook. We process the following personal information because we've other legal obligations 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. This includes our requirement, as an obligated party, to comply with the Energy Efficiency Obligation Scheme as set out in S.I. No. 131/2014.	•All personal information we collect as listed in Section 2

As a licensed supplier of electricity and

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

- **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 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).
- **The Garda Síochána and law enforcement agencies:** to assist with the detection, investigation prevention and prosecution of crime and preventing a threat to national security, defence or public security
- **Other bodies or service providers:** if you are a vulnerable customer we may share your details with other entities if we become aware that you require assistance.
- **Other energy suppliers:** to help us make credit decisions.

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

6 Direct Marketing

Email, telephone, postal and SMS marketing: from time to time, Bord Gáis Energy or the Centrica group may contact you by email, social media sites, 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 the 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

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 European Commission Standard Contractual Clauses

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 (01) 7650100** or
1800437737 ; 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 March 2022

**KNOW
YOUR
POWER**

