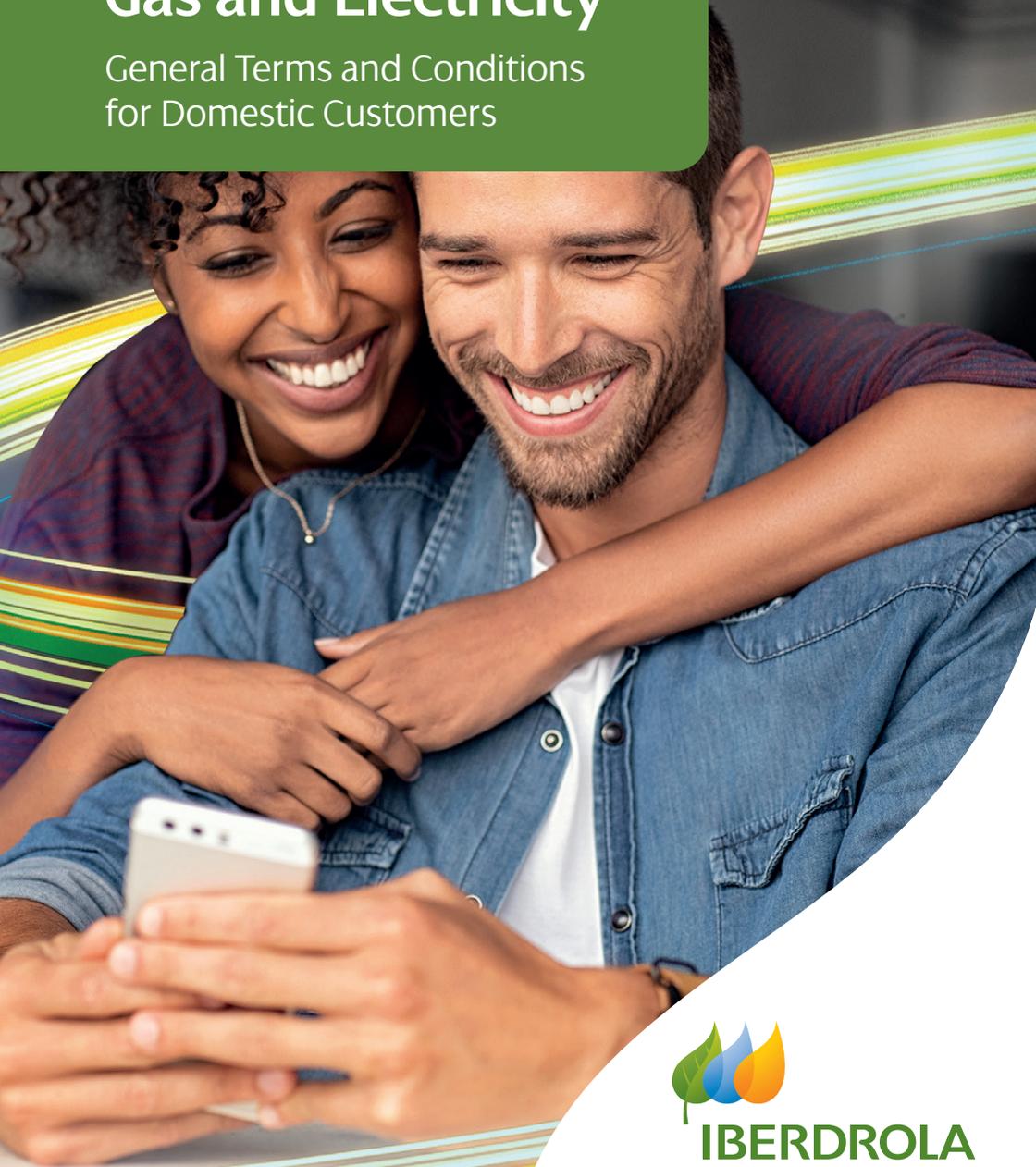


Iberdrola Gas and Electricity

General Terms and Conditions
for Domestic Customers



IBERDROLA

General Terms and Conditions for Domestic Customers

This booklet sets out **our** general terms and conditions for supplying gas or electricity (or both) to our domestic customers. These terms and conditions automatically apply if **you** have agreed to enter into a **Contract** with us for supplying **energy** to **your property**.

Some extra terms and conditions will also apply to **your Contract** with us, including the following.

- Any terms and conditions that apply to the **tariff you** have chosen. We will tell **you** about these before you enter into a **Contract** with us or when **you** choose a new **tariff**, and **we** will confirm them in the **tariff confirmation letter**.
- Any terms and conditions that apply if **you** use our website or mobile phone app to manage **your** account with us. We will tell you about these when you sign up for the relevant **tariff**, or when **you** log in to **your** account or app.

We may update the terms and conditions set out in this booklet from time to time, and we will publish the current versions on **our** website at iberdrola.ie/terms. **You** can also ask us for a copy of the current version of this booklet at any time.

You can get large-print versions of this booklet by **contacting** us at contactus@iberdrola.ie

Glossary

Certain terms have a particular meaning when they are used in this booklet. We have listed those terms in this section 1, and they are highlighted in bold when they are used in this booklet.

Charges

The **charges** that **you** will pay under the **Contract**, including those that apply under **your tariff** and any other costs, **charges** or other amounts that **you** will pay under the terms of the **Contract**.

Contacting us

Phoning us on **1800 300 370** during normal business hours, writing to us at Customer Service Team, Iberdrola, PO Box 13051, Dublin 2, e-mailing us at **contactus@iberdrola.ie** or **contacting** us in any other way that we may make available to **you** from time to time.

Contract

A **Contract** between **you** and us for the supply of **energy** to the **property** (other than a **Deemed Contract**, as defined below), which is made up of the following documents:

- These terms and conditions.
- The **tariff confirmation letter**.
- Any additional terms and conditions that apply to the **tariff you** have chosen, as set out in the **tariff confirmation letter**.
- Any other terms and conditions that we refer to in this booklet or in the **tariff confirmation letter**, including, for example, any terms and conditions that apply if **you** use **our** website or app.

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** comes into existence 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 **property**.

This will include circumstances where we continue to supply the **property**:

- i) after the previous **Contract** has expired or the prior occupier has vacated the **property** without cancelling the **Contract** and in either case, a new **Contract** has not been entered into; and/or
- ii) when a new owner/occupier begins to use **energy** supplied by **us** and does not enter into a new **Contract**

Where a **Deemed Contract** exists, the provisions of section 5 will apply.

Energy

Electricity or mains natural gas (or both) that we have agreed to supply to **you** at the **property** under the **Contract** for domestic (or mainly domestic) use, as set out in the **tariff confirmation letter**.

ESBN

ESB Networks, the electricity network operator that has been licensed by the Regulator to operate the electricity distribution network in the area the **property** is in.

GNI

Gas Networks Ireland, the company that is licensed and authorised by the **Regulator** to pipe mains natural gas to the **property**.

Industry bodies

The **Regulator, ESBN, GNI** and all other people or companies that regulate, manage or operate any aspect of the electricity and gas supply industry in Ireland.

Industry regulations

The licence (or licences) granted by the **Regulator** which allows us to supply electricity and gas to you, together with all other laws, regulations and industry documents, guidance or directions relating to the supply of electricity or mains natural gas (or both).

Metering equipment

The meter and all other equipment and systems that are used to measure the amount of **energy** that is used at the **property**, together with any other items that we provide or make available in connection with supplying gas or electricity to **you**.

Metering reading

a) The data provided to us by the meter or an estimate provided by ESBN or GNI where your meter is a smart meter (b) a reading of **your** meter provided to **us** by **you** or ESBN or GNI or estimated by ESBN or GNI where **your** meter is not a smart meter.

Property

The home, building or other space we supply **energy** to under the **Contract**, as set out in the **tariff confirmation letter**.

Regulator

The Commission for Regulation of Utilities or CRU (or any successor body or authority)

Security deposit

An amount of money **you** give to us as security for the payment of the **charges**. If **you** do not pay any **charges** in line with the terms of the **Contract**, we can use the **security deposit** towards paying those **charges**.

Tariff

The **tariff** that we use to work out the **charges** for supplying **energy** to the **property**.

Tariff confirmation letter

The **letter**, email or other form of communication issued by **us** which outlines the details of **your Contract** with us, including **your tariff** and all fees and **charges** payable by **you** under that **tariff**. This will be issued shortly after **you** enter into a **Contract** with us, and if **your tariff** changes at any time.

Termination Notice

The notice of termination which **you** are required to provide to us where **you** terminate on notice, as set out in section 21.2.

We, us, our, Iberdrola

Iberdrola (Ireland) Limited, a company incorporated in Ireland with registered number 626546.

You, your, customer

The person (or people) we have agreed to enter into the **Contract** with, as set out in the **tariff confirmation letter**.

2. When your Contract will start

2.1 The **Contract** will start on the date that **you** agreed to enter into the **Contract** with us:

- by filling in and sending an online application to us or one of **our** representatives (for example, on **our** website or using our mobile phone app);
- over the phone with one of **our** representatives; or
- in person with one of **our** representatives
- in the case of a **Deemed Contract**, the date on which you started taking a supply of **energy** from us

2.2 After **you** enter into the **Contract** with us, a cooling-off period will apply. The cooling-off period will start on the date **you** entered into the **Contract** with us and will end 14 days after the date that **you** receive the **tariff confirmation letter** from us. **You** can let us know that you want to cancel the **Contract** at any time during the cooling-off period by **contacting** us. After this cooling-off period of 14 days has ended, **you** can only end the **Contract** as described in sections 20 and 21 of these terms and conditions. For the avoidance of doubt, no cooling-off period will apply where **you** take a supply of **energy** under a **Deemed Contract**.

2.3 If **you** do cancel the **Contract** during the cooling-off period but we have already started to supply **energy** to **you**, we may, by law, be entitled to charge **you** for the **energy** that we supply until **you** move to another supplier.

2.4 By entering into a **Contract** with us, **you** are confirming that **you** are over 18 years of age and can enter into a **Contract** with us, that **you** are the owner or occupier of the **property** and that the **property** is connected to the mains gas or electricity network (or both).

3. When we will start to supply energy to you

3.1 If **we** do not already supply **energy** to the **property** on the date **you** enter into the **Contract** with us, we will aim to start supplying **energy** to **you** within 10 days of the date **you** agreed to enter into a **Contract** with us. We will tell you the date that **your** supply of **energy** under the **Contract** starts.

- 3.2 In some circumstances, we will not be able to start supplying **energy** within that 10-day period, for example if:
- **you** ask us to start supplying the **energy** on a later date;
 - **you** haven't given us one or more of the items of information that we need to start supplying the **energy**, despite us asking you for this information;
 - **you** cancel the **Contract** during your cooling-off period; or
 - we cannot start supplying **energy** due to something **you** have done or failed to do, or due to any circumstances outside of **our** control.
- 3.3 If **we** already supply **energy** to the **property** on the date **you** enter into the **Contract** with **us**, the **Contract** will apply to the supply of **energy** to the **property** from that date.
- 3.4 **We** may ask **you** to provide a meter reading for gas or electricity (or both) before we start to supply the **energy** to **you**. **We** may estimate this reading (or readings) if:
- **you** do not give **us** a meter reading and we have not received a meter reading from anyone else (for example, the previous owner or occupier of the **property** or the previous supplier); or
 - we reasonably believe that a meter reading **you** have provided, or we have received from someone else, is not accurate.

4. What happens if we are unable to supply energy to you

- 4.1 If we cannot begin or continue to supply **energy** to **you** (including, for example, if any of the circumstances in section 3.2 cannot be dealt with within a reasonable time after **you** agreed to enter into the **Contract** with us), we can:
- end the **contract** by giving **you** notice; and
 - cancel any process that may have begun to register us as the supplier of the relevant **energy** to the **property**.
- 4.2 If **we** have agreed to provide **you** with both gas and electricity, but we exercise **our** rights under section 4.1 for gas or electricity only (not both), **you** can tell **us** that **you** want to bring the whole **Contract** to an end (**you** will not have to pay an exit fee to end the **Contract** in these circumstances). **Your** payments will be allocated to the particular fuel (being gas or electricity) to which they relate and in the event of non-payment we may only disconnect the fuel to which that non-payment relates.
- 4.3 If **you** or **we** exercise **your** or **our** rights under section 4.1 or section 4.2, but **we** have already started to supply the **energy** to **you**, **we** can charge **you** for the **energy** that **we** supply to **you** until **you** move to another supplier.

5. Deemed Contracts for supply

- 5.1 Where **we** are the registered supplier at the **property** and **you** are the occupier of the **property**, then in the event that you take a supply of **energy** at the **property** without entering into a **Contract** with **us** in any of the ways described in section 2.1, **you** will be **deemed** to have accepted this **Contract** as a **Deemed Contract** and this **Contract** will apply to the supply of **energy** to the **property**. **You** are required to notify **us** when **you** are moving premises or if **you** are a new occupier or owner of a **property**, so that **we** can ensure that **we** are aware at all times as to who is responsible for electricity and/or gas **charges** at the **property** and so that we can write to the new occupier or owner to request that they register as an account holder.
- 5.2 **We** will write to the **property** giving notice that a **Deemed Contract** is in place. The commencement date for the **Deemed Contract** will start when **you** take supply of **energy** at the **property**. **You** will be subject to this **Contract** and will be charged based on **our** standard tariffs/rates. These rates can be found on our website at lberdrola.ie/tariffs
- 5.3 A **Deemed Contract** will automatically end when you or someone else enters into another **Contract** for the supply of **energy** to the **property** (either with **us** or another energy supplier). You may terminate the **Deemed Contract** at any time without penalty or restriction, by agreeing a **Contract** with us or any other energy supplier or by terminating the **Deemed Contract** in accordance with section 20.
- 5.4 All other applicable terms and conditions (including payment terms) under the **Deemed Contract** will, unless specifically stated otherwise, be as per the remainder of this **Contract**.
- 5.5 A **property** supplied under a **Contract** or **Deemed Contract** is bound by the following (as applicable):
- Gas Networks Ireland Terms and Conditions for Gas Users at Non Daily Metered (NDM) Offtake Points;
 - ESB Networks General Conditions for Connection to the distribution system for customers with a connection greater than 100kVA; and
 - ESB Networks General Conditions for Connection to the distribution system for customers with a connection less than 100kVA.

6. The length of your contract with us

- 6.1 The **Contract** will continue unless **you** or **we** end it in line with the terms.
- 6.2 If **you** have chosen a fixed-term **tariff**, **we** will send **you** a written notice at least 30 days, but no more than 60 days, before the date on which **your** fixed-term **tariff** ends. This notice will explain which 'default tariff' (the tariff **you** will automatically move to) will apply if **you** do not: i) agree to extend the **Contract** by choosing a new **tariff** we offer **you**; ii) enter a new **Contract** with **us**; or iii) switch to a new supplier.

7. How we will work out the charges you pay

7.1 We will work out the **charges** that **you** will pay for the supply of **energy** based on **your tariff** at that time. We will agree the **tariff** that will apply at the start of the **Contract** when **you** enter into the **Contract** with **us**, and this **tariff** will be set out in the **tariff confirmation letter** issued by us shortly after **you** enter into the **Contract**. However, the **tariff** that applies may change from time to time in line with the terms of the **Contract** or as **you** and **we** agree.

7.2 **You** can ask for information on **your tariff** at any time by **contacting us**.

7.3 Unless the **tariff confirmation letter** says otherwise, **we** will work out the **charges** for supplying **energy** to **you** based on:

- any 'standing charge' that applies – a standing charge is a daily charge that goes towards the costs of maintaining the supply of **energy** to **you** and is not related to the amount of **energy** **you** use; and
- one or more 'unit rates' – a unit rate is a charge (in pence per kilowatt hour) that is due for the amount of **energy** **you** use. **Your tariff** may have one or more unit rates – for example, there may be different unit rates that apply to the **energy** **you** use at different times of the day.

If we supply **you** with gas, we convert the amount of gas **you** use from cubic feet or cubic metres into kilowatt hours, in line with **industry regulations**. **You** can ask for more information on how **we** do this by **contacting us**.

7.4 We may also charge **you** extra amounts that are not included in the **tariff** in respect of any **Contract** or **Deemed Contract** (including but not limited to the charges set out in section 12 (security deposits), section 13.4 (replacement of **metering equipment**), section 16.3 (meter inspection and testing), section 19.3 (increases in charges) section 21.4 (exit fee) and section 23.1 (meter readings)). If possible, **we** will try to tell **you** about these amounts before we charge **you** for them. If **industry regulations** prevent **us** from charging **you** for certain types of extra costs, we will not charge **you** for those costs. Also, if any **industry regulations** place a cap (limit) on the amount of any extra costs that we can charge **you**, **we** will not charge **you** for any amounts above that limit.

7.5 If **we** find out that **you** used to be **our** customer and that **you** still owe **us** money under a previous **Contract** or **Deemed Contract** or account, we can add those amounts to what **you** owe **us** under the **Contract** or **Deemed Contract**.

If **we** want to do so, **we** will:

- write to **you** and explain how **we** have worked out the unpaid amounts and how **we** plan to recover them from **you**;
- give **you** a reasonable period to respond to **us** about the unpaid amounts, and will confirm this period when **we** write to **you** (we will take into account any comments that **you** provide to **us** during that period); and
- wait at least two weeks from when **we** originally wrote to **you** before we add any unpaid charges to **your** existing **Contract** or **Deemed Contract**.

7.6 If **you** do not pay any bill after receiving a first reminder from **us**, **we** can charge **you** interest on the amount **you** owe **us**. Any interest will be charged at a yearly rate of 3% above EURIBOR (or 3% above an equivalent base rate **we** choose).

8. How we will work out your energy use

8.1 **We** may ask **you** to provide **us** with meter readings from time to time and **you** agree to provide us with such meter readings on request.

8.2 **We** may need to use estimates of the amount of **energy you** have used if **we** don't have all of the information that **we** need to work out **your energy** use.

8.3 If estimates have been used and **we** later receive an accurate meter reading, **we** will adjust **your** next bill to reflect that meter reading.

8.4 Terms that apply if you have a smart meter and have chosen to move onto a Smart Tariff:

- Once you have opted to move onto a Smart Tariff, you are unable to move back onto a non-Smart Tariff
- When the data from your meter is retrieved will depend on your signal strength and, if applicable, on your choice as to how often your smart meter takes meter readings and, having made that choice, whether the requisite signal strength is available (as informed to us by ESBN):
 - (a) If the signal strength is sufficiently strong from your smart meter, then you can choose for the information to be retrieved:
 - daily, in half-hourly intervals; or
 - three reads (day, night, peak), every two months.
 - (b) If the signal strength is not sufficiently strong from your smart meter, then the information will be retrieved every two months, three reads (day, night, peak).
- If ESBN tells us that your smart meter signal strength is not strong enough to support your choice, we will inform you of this and how this will affect you.
- At any time, you can contact us to change your preference on when ESBN take meter readings from your smart meter. If you would like to change to daily, half-hourly intervals, we will check whether your signal strength is strong enough to support your choice and update accordingly. A change in preference may mean a change to the product and terms that you signed up for. For more information on this, please refer to your current product terms and conditions.

9. Paying your charges

9.1 **You** must pay the **charges** by the payment method **you** and **we** agreed when you entered into the **Contract** with **us**. This will be set out in the **tariff confirmation letter**. **Your** payment method may change during the term of the **Contract**, in line with section 13.

9.2 **We** will issue scheduled bills to **you** every two months (either by post or to **your** online

account) and no later than one month, depending on the billing arrangement **you** have agreed with **us**, following the receipt of a scheduled actual or estimated meter reading (in line with **your** agreed payment method or tariff), unless **you** agree otherwise or in circumstances where meter data readings appear erroneous, in which case **we** may send **you** a bill or statement at any time. **We** will indicate if **your** bill has been based on:

- (a) actual consumption data received from **ESBN** or **GNI**, its employees, agents or contractors,
- (b) estimated consumption data received from **ESBN** or **GNI**, or
- (c) actual consumption data submitted by you.

- 9.3 Unless **you** pay the **charges** by monthly Direct Debit, or by a weekly or monthly arrangement **you** have agreed with **us**, **you** agree to pay **your** bill by the payment due date that is on the bill. If there is no payment due date on the bill, **you** agree to pay the bill within 14 days of the date the bill was issued by **us** (as shown on the first page of the bill). **You** can pay your bills by any of the payment methods described in the bill.
- 9.4 If **you** have agreed to pay the **charges** by a weekly or monthly arrangement (other than Direct Debit), **you** must pay them on the dates and by the method **you** and **we** have agreed.
- 9.5 Where **your Contract** is for dual fuel, **your** payments will be allocated to the particular fuel (being gas or electricity) to which they relate and in the event of non-payment we may only disconnect the fuel to which that non-payment relates.
- 9.6 Each bill or statement that **we** issue will include certain information that **we** must provide under **industry regulations**. For example, this will include:
- an overview of the **charges** and when they are due; and
 - if it applies, options on how **you** can make a payment to **us**.
- 9.7 Where **you** have been supplied on the same energy **tariff** for three years or more, **we** will issue a written notification to **you** via post or email on an annual basis to prompt **you** to review **your Contract** with **us** to ensure that it remains suitable for **your** needs.
- 9.8 **You** must pay all of **your** bills in full. Section 13 sets out what **you** should do if **you** have a query about any bill.

10. Terms that apply if you pay your charges by monthly Direct Debit

- 10.1 **Your** monthly Direct Debit amount will be set out in **your tariff confirmation letter**.
- 10.2 **We** will review the amount of **your** Direct Debit to ensure that the amount of **your** monthly Direct Debit payment is appropriate for **your** energy consumption. **We** will do this at least once a year, and more often if we think it is appropriate to do so. **We** will tell **you** at least 14 days before **we** make any changes to **your** monthly Direct Debit amount.

11. What to do if you have a query about your bill

- 11.1 If **you** have a query about any of **your** bills or statements, **you** should contact **us** and **we** will try to sort it out.
- 11.2 If we agree that there has been a mistake in a bill, we will adjust **your** next bill to take account of the mistake or otherwise correct that mistake.

12. Our rights to ask for a security deposit

- 12.1 **We** may also ask **you** to pay us a **security deposit** at any other time if it is reasonable for **us** to do so (for example, if **you** do not pay any **charges** to **us** by the date they are due).
- 12.2 The amount of any **security deposit** **we** ask for will be reasonable. **We** will tell **you** the amount of the **security deposit** and how long **you** have got to pay it, and what will happen if **you** do not pay it within that time. **We** will also tell **you** about how **we** will hold the **security deposit**, including when **we** will use it and when **we** will repay it to **you**. When **we** request a **security deposit** from **you**, this will be returned to **you** in full or (at **your** option) credited to the next energy bill in circumstances where **you** have met **your** credit terms within the previous twelve months (i.e. if **you** pay monthly, the **security deposit** will be returned to **you** or (at **your** option) credited on the thirteenth **energy** bill, if **you** are billed every two months, the **security deposit** will be returned to **you** after the payment on agreed credit terms of the sixth bill or (at **your** option) credited on the seventh bill).
- 12.3 Unless **we** agree otherwise with **you**, if **you** pay more than the amount it says on **your** bill, we will not consider this a **security deposit** for the purposes of the **Contract**.
- 12.4 If **your** account is closed, **you** may be entitled to the return of part or all of any **security deposit** you have paid. We will offset the **security deposit** held by **us** against any outstanding balance due and return the remaining amount (if any) to **you**.

13. Changing your payment method

- 13.1 **You** can ask to change **your** payment method at any time by **contacting** us. Any change to **your** payment method may also lead to a change in **your tariff** or **charges** (or both), as explained in section 13.3.
- 13.2 **We** may change **your** payment method (and **your tariff**) at any time if:
- **you** do not pay any **charges** in full and by the date they are due (for example, **we** may change **your** payment method so that **you** are paying by cash and tell **you** about any change to the **charges**, or **we** may take the steps in section 14); or
 - **we** withdraw **your tariff** and **your** current payment method is not available on another tariff
- 13.3 The **charges** that **you** pay and certain other terms of the **Contract** (for example, **your tariff** or the date **your** bill must be paid by) may depend on **your** payment method. If **your**

payment method changes for any reason, **we** will tell **you** about any changes **we** will make to the **charges** and any other terms of the **Contract**, as well as the date that those changes will come into effect.

13.4 Where any of **your metering equipment** needs to be replaced by **ESBN** or **GNI** to change **your** payment method, **you** may be charged any costs of making that change, in line with **industry regulations**.

14. How we will use the amounts you pay

14.1 **We** will use the amounts **you** pay **us** to pay off the **charges** as **we** see fit. For example, **we** may put the amounts **you** pay towards **your** oldest outstanding **charges**.

14.2 If **we** discover that **you** have a credit balance under a previous **Contract** or account with **us**, **we** can include that credit in **your** account under the **Contract**, in particular to reduce any amount that **you** may owe to **us**.

14.3 If **you** pay **us** less than the amount that is due to **us**, and **we** accept this amount and apply it to **your** account:

- this does not mean that **we** accept **your** payment in full and final settlement of the relevant amount due to **us**; and
- **you** are still responsible for paying the outstanding balance to **us** in line with the terms of the **Contract**.

14.4 If **you** have paid a **security deposit** to **us** in line with section 12, **we** can use that **security deposit** to pay off any outstanding **charges** **you** owe to **us** at any time.

15. What happens if you are having problems paying your bills

15.1 If **you** are having problems paying **your** bills, **we** recommend that **you** contact **us** as soon as possible. **We** will try to help **you**, for example by telling **you** about alternative payment methods or tariffs, discussing **your** options for paying any debt, and providing energy-efficiency advice to help **you** reduce **your energy** costs.

15.2 If **you** do not pay any of **your** bills in line with the terms of the **Contract** or **you** contact **us** to let **us** know that **you** are having difficulty paying **your** bills, **we** can agree a payment plan with **you** to recover any outstanding amounts by instalments over a period we agree with **you**, in line with section 15.3

15.3 If **we** agree to enter into a payment plan with **you**, the following will apply.

- **You** will pay any outstanding amounts in instalments over a period **you** and **we** agree. The amount of the instalments will be based on **your** ability to pay.
- **You** will also be able to make one-off payments to reduce the outstanding amount at any time during the period of the payment plan.
- As well as the instalments due under any agreed payment plan, **you** must continue to pay all **charges** for **energy** **we** supply to **you**, by **your** agreed payment method and in line with the terms of the **Contract**.

- If **you** fail to make any payments due under an agreed payment plan, the full outstanding amount will immediately become due and **you** must pay it.
- If **you** move out of the **property** or if the **Contract** comes to an end for any other reason, the full outstanding amount under any payment plan **we** have agreed will immediately become due and **you** must pay it, unless **we** agree with **you** that **your** payment plan will continue. If **you** are moving into a new **property**, **we** may agree to set up a new payment plan to recover the outstanding amount under a new **Contract** between **you** and **us** to supply **energy** to **your** new home.

16. Installing and Maintenance of Meter

- 16.1 **Your** electricity or gas supply will be measured by **metering equipment** installed by **ESBN** or **GNI** (as the case may be) and their employees, agents and/or contractors will be responsible for meter readings. All such **metering equipment** belongs to **ESBN** or **GNI** and we have no responsibility for maintaining the **metering equipment**.
- 16.2 In between **metering equipment** readings, estimations of **your** electricity and gas consumption may be made by **ESBN** or **GNI**. Estimated **metering equipment** readings will be calculated by reference to factors such as prior energy consumption at the **property**, the time of year and the nature of the **property**.
- 16.3 If **you** disagree about the accuracy of the readings that are taken from **your metering equipment**, **you** can arrange for the **metering equipment** to be inspected and tested by **ESBN** or **GNI**. If the **metering equipment** is found to be accurate, the cost of the inspection and testing will be paid by **you**. If the **metering equipment** is found to be faulty, then **ESBN** or **GNI** will be responsible for repairing or replacing the faulty equipment. If **you** ask **us** to request inspection or testing by **ESBN** or **GNI**, then you will be liable to pay any charges incurred by **us** in connection with those inspections/testing.
- 16.4 If **you** or **we** discover that any **metering equipment** reading is inaccurate or that **metering equipment** readings have not been converted into charges correctly, then any adjustment required will be reflected in **your** next bill or otherwise as requested by **you**.
- 16.5 **You** must take due care at all times of all **metering equipment** and **you** must not damage or interfere with it or allow any interference with it whether for repairs or any other purpose without **ESBN** or **GNI**'s consent. In particular, you must not tamper with or block any **metering equipment** in a way that means it is prevented or restricted from recording information about **your energy** use or communicating that information to **us** or **our** representatives.
- 16.6 **You** agree to be bound by any conditions given to **you** by **ESBN** or **GNI** or by us on behalf of either of them regarding **your** electricity or gas connection and any related matters.
- 16.7 **You** must let **ESBN** or **GNI** know immediately if any **metering equipment**:
- is interfered with, lost, stolen, damaged or stops working; or
 - is affected (or is likely to be affected) by anything that may prevent **ESBN** or **GNI**

from using the **metering equipment** to take meter readings or using it for the purposes specified in the **Contract**.

16.8 **You** or we can request that distribution services are carried out by **ESBN** or **GNI** at the **property**, to include de-energisation, re-energisation or servicing of the **metering equipment**. **You** are responsible for all costs associated with the distribution services (including where **ESBN** or **GNI** visits the **property** to carry out such services at a time agreed with **you**, but is unable to do so due to your default).

17. When we may need access to your property

17.1 **You** agree to provide the **ESBN** and **GNI**, their employees, agents and sub-contractors access to the **property** and **metering equipment** at all reasonable times, including but not limited to the following purposes: in case of emergency, risk to life or **property** or to install, operate, maintain, read, disconnect, isolate, repair or replace any equipment relating to supplying **energy** to **you**, including, for example, any **metering equipment**, wires or pipes or for any other purpose that is allowed or necessary in line with any **industry regulations** that apply.

17.2 **You** must make sure that access to the **property** is safe and that **metering equipment** is not obstructed. If it is obstructed, **you** will have to remove the obstruction at **your** own cost.

18. When we can disconnect, stop or change your energy supply

18.1 **We** can disconnect, stop or alter the supply of **energy** to **you** in line with our **Code of Practice on Disconnection** and in line with **industry regulations** that apply.

18.2 If anything **you** have done or failed to do has caused **your energy** supply to be disconnected, stopped or changed, **you** may have to pay a reasonable charge to restore **your** supply.

19. When we can change your Contract

19.1 **We** can change any of the terms of the **Contract** (including, for example, the rates of the **charges**) by providing you with no less than thirty (30) days' prior notice. **We** will notify **you** of these changes by publishing details of the changes on **our** website and by sending **you** notice in writing of them, in line with section 26. We will provide you with an amended copy of the **Contract** at least twenty-eight (28) days prior to the changes coming into effect. If there is a material change to the **Contract** (other than as described in section 19.3), **you** may terminate the **Contract** by providing us with a **Termination Notice** as set out in section 21.2. If the **Contract** is terminated pursuant to this section 19.1, then no early termination fees will be charged, provided that the **Termination Notice** is given within one month after the change to the **Contract**.

- 19.2 If **we** have agreed to supply **energy** to **you** on a fixed-term **tariff**, while that fixed-term **tariff** is in place **we** will not increase any of the fixed rates of the **charges** that apply under that fixed-term **tariff**. This section 19.2 will not prevent **us** from increasing the rates that apply under **your tariff** or from making any other **changes** to the terms of the **Contract** in the circumstances described in section 19.3.
- 19.3 **We** will not be prevented from making any changes to the **Contract** (even if the **Contract** is for a fixed-term **tariff**), in any of the following circumstances.
- If there is a change to the rate of VAT that applies to any part of the **charges** and **we** alter that amount to reflect the change.
 - If **we** have changed **your** payment method under section 13.2 as a result of **you** failing to pay us any **charges** in line with the **Contract**, as long as **we** have changed the payment method in line with section 13.2.
 - If **we** are entitled to make the change under **industry regulations** (including but not limited to increases in carbon tax or Public Service Obligation (PSO) levies) that apply.

20. Your right to end your Contract when you move home

- 20.1 If **you** are moving out of the **property**, **you** can end the **Contract** by giving us at least two working days' notice (or any shorter period **we** agree) before **you** move out.
- 20.2 If **you** give us notice in line with section 20.1, the **Contract** will end on the date that **you** move out. However, if **you** still own the **property** after that date, **you** will still be responsible for having **energy** supplied until a new owner or occupier becomes responsible for this.
- 20.3 If **you** do not give us notice in line with section 20.1, the **Contract** will continue until:
- two working days after **you** tell us (and give us any evidence **we** may reasonably ask for) that **you** have moved out and, if it applies, that **you** no longer own the **property**;
 - or
 - the date on which someone else agrees to have **energy** supplied to the same **property**, whichever is earlier.

21. Your other rights to end your Contract

- 21.1 **You** can end the **Contract** at any time (and without giving **us** notice):
- by switching to a new supplier; or
 - if **we** have disconnected **your energy** supply
- 21.2 **You** can also end the **Contract** on written notice (a **Termination Notice**) to **us** either by post or email setting out the day on which **you** require the supply of **energy** to the **property** to cease (such date must be at least one calendar month from the date of the **Termination Notice**). The **Contract** will then terminate on the day requested by **you**, on condition that on such date another energy supplier has commenced supply of energy to the **property**. Notwithstanding the termination of the **Contract**, **You** will remain liable for

all fees and charges of whatsoever nature relating to this **Contract** owing by **you** to **us**. **You** will not be charged for changing to another energy supplier.

- 21.3 In the event that **you** are found to be in breach of approved debt thresholds should **you** choose to switch **your** account to another licensed energy supplier, a debt flag may generate on **your** account at the point of switch. This debt flag will notify the acquiring supplier of this breach. The approved debt thresholds are as published from time to time by the **Regulator**.
- 21.4 If **you** end the **Contract** for a fixed-term **tariff** before the end of the fixed-term period, **you** may have to pay an exit fee under the terms and conditions of **your tariff**. However, **you** will not have to pay this fee if:
- **you** complete a switch to another supplier at any time after **we** give **you** notice to end the fixed term, in accordance with clause 6.2, unless **you** have already entered into a **Contract** with **us** for a new fixed-term **tariff**; or
 - **you** switch to a different **tariff** with **us**
- 21.5 If **you** cancel a **Contract** that is not for a fixed-term **tariff**, **you** will not have to pay an exit fee.

22. Our rights to end your Contract

- 22.1 As well as **our** rights under section 22.2, **we** can end the **Contract** or stop supplying energy to **you** at any time by giving **you** at least 30 days' written notice.
- 22.2 **We** can end the **Contract** at any time if:
- **you** do not pay **us** any **charges** when they are due;
 - **you** are using **energy** other than for the purpose for which **we** agreed to supply it;
 - **The Regulator** instruct another supplier to begin supplying **energy** to the **property**;
 - **we** no longer hold a licence which entitles us to supply **energy** to the **property**; or
 - **you** significantly break any term of the **Contract**

In each case, **we** will give **you** written notice and the **Contract** will end, or **we** may disconnect **your** supply of **energy** at any time on or after the date the notice ends. All payments made by **you** will be allocated to the particular fuel (being gas or electricity) to which they relate and in the event of non-payment **we** may only disconnect the fuel to which that non-payment relates.

23. What happens when your Contract ends

- 23.1 When the **Contract** ends, **we** may ask **you** to provide final meter readings. If **you** do not provide **us** with an accurate final meter reading for any **energy** **we** have supplied and **we** do not receive final meter readings from another source (for example, from **your** new **energy** supplier), **we** will be entitled to estimate **your** final meter readings. **We** may also charge **you** for the difference in the **charges** between the meter reading **you** provided (or that **we** estimated) and the next meter reading that **we** take or receive for the property.

- 23.2 **We** will send **you** a final bill (in most cases within six weeks after the **Contract** ends) which **you** must pay by the payment due date that is on the bill (or, if there is no payment due date on the bill, **you** must pay it within 14 days of the date of the bill). **We** will refund any amount due to **you** no later than two (2) months from the date when the final bill was issued to **you**, provided that **you** have contacted us to let us know how **you** would like the amount to be refunded. Where **you** have not let us know how **you** would like the amount to be refunded, **we** will issue a refund by cheque.
- 23.3 Ending the **Contract** will not affect any rights and responsibilities **you, we** or any **industry bodies** had before the **Contract** ended, or which are due to come into force under the **Contract** or to continue after the date it ended.
- 23.4 If **you** or **we** end the **Contract** but **we** continue to be **your** registered supplier after the date the **Contract** ends, **we** may move **you** onto another **tariff** or **Contract**, which may have different prices and terms and conditions. **We** will tell **you** about any new **tariff** and **Contract** terms and conditions.

24. Our liability to you

- 24.1 **We** do not exclude or limit **our** liability for:
- death or personal injury resulting from **our** or our representatives' negligence;
 - fraud by **us** or **our** representatives; or
 - any other liability **we** cannot exclude under any law which applies.
- 24.2 **We** are not liable (responsible) for any:
- indirect or direct loss of (or damage to) income, business, contracts, profits or goodwill;
 - loss or damage that could not reasonably have been expected at the time **we** entered into the **Contract**;
 - loss or damage that **you** suffer under any **Contract** or other relationship with any other person;
 - loss or damage that results from any cause or circumstance that is outside of **our** control; or
 - loss or damage resulting from anything any **industry body** does or fails to do.
- 24.3 If **we** are liable for any loss or damage under the **Contract**, **our** liability to **you** will be limited to no more than €100,000 in any one calendar year. This maximum limit will not apply to the liability described in section 24.1.

25. The terms of your Contract with us

- 25.1 These terms and conditions, together with the **tariff confirmation letter** and any other terms and conditions referred to in this booklet or in the **tariff confirmation letter**, make up the whole terms of the **Contract** for supplying **energy to you**.
- 25.2 Our obligations and responsibilities to you are as described in the Contract. No other obligations or responsibilities, guarantees or other conditions not mentioned in the Contract will apply.
- 25.3 Nothing in the Contract affects our rights under any industry regulations or other relevant laws.
- 25.4 If there is more than one customer, each of you will be responsible (together and separately) for carrying out the customer's obligations under the Contract, including paying the charges.

26. How we will send notices to you

If **we** need to send any notice to you under the **Contract**, **we** will send that notice:

- in writing and deliver it by hand or post it to **you** at the **property**; or
- if **you** have agreed (for example, when **you** signed up to use **our** online account or mobile app), to **you** at the email address **you** have given us, or any other email address **you** may give us for this purpose.

27. How you can send notices to us

If **you** need to send any notice to us under the **Contract**, **you** must send it:

- in writing and deliver it by hand or post it to us to Iberdrola, PO Box 13051, Dublin 2 or to any other address **we** may give **you** for this purpose;
- to **our** email address given in the **tariff confirmation letter** or to any other email address **we** may give **you** for this purpose, or by using the online form **we** may provide on **our** website or in **our** app; or
- by phoning one of our authorised representatives, or by using an automated telephone service if this service is specifically provided for a particular type of notice.

28. We may transfer the Contract to someone else

- 28.1 **We** can transfer any or all of **our** rights and responsibilities under the **Contract** (including the right to receive any payments due to **us**) to another person without **your** permission, as long as they have all the licences and approvals from the **Regulator** or other **industry bodies** that they need to be able to supply **energy** to the **property**. **We** will tell **you** in writing if this happens.

28.2 That person will take on the rights and responsibilities as if they had originally taken out the **Contract** with **you**. **We** will be released from all of **our** responsibilities under the **Contract** and from then on **you** will deal with the other person.

29. You need our permission to transfer the Contract to someone else

29.1 **You** can only transfer **your** rights or **your** responsibilities under the **Contract** to another person if **we** agree to this in writing.

30. What happens if a court finds any term of the Contract to be unlawful

30.1 Each of the sections (and subsections) of the **Contract** apply separately. If any court or relevant authority decides that any of them are unlawful, the remaining sections (and subsections) will stay in force.

31. Enforcing the Contract

31.1 If **we** do not insist immediately that **you** do anything **you** are required to do under the **Contract**, or if **you** have broken any of the terms of the **Contract** and **we** delay taking steps against **you**, it will not mean that **you** do not have to do those things and it will not prevent us from enforcing the **Contract** at a later date. For example, if **you** miss a payment and **we** do not chase **you** for that payment but **we** continue to provide **your** supply, **you** will still have to make the payment at a later date.

32. The laws that apply to the Contract and where you and we can bring legal proceedings

32.1 The **Contract** is governed by the laws of the Republic of Ireland and **you** or **we** can bring legal proceedings in the Irish courts.

33. How we will use and protect your information

33.1 **We** will use and protect **your** information in line with **our** responsibilities under data-protection laws. **Our** privacy policy describes how **we** will use and protect **your** information. By agreeing to these terms and conditions, **you** are equally agreeing to **our** privacy policy.

33.2 **You** can see **our** privacy information notice on **our** website at iberdrola.ie/privacy, or **you** can ask for a copy at any time by **contacting us**.

33.3 Please note that **your** personal information may be transferred to **ESBN** and/or **GNI** for the purpose of maintaining and operating energy supply to the **property** and may also be transferred to a supplier of last resort in the event of a direction from the **Regulator**, on any requirements which apply to customers in relation to safety or network related activity.

34. Safety and emergencies

- 34.1 If **you** or anyone living in the **property** has a medical condition or a disability, **you** should let **us** know. **We** will tell **your ESNB**, so they can try to make sure **you** can still use any essential equipment if there is a loss of supply or an emergency.
- 34.2 In a gas emergency, **we** or **your GNI** might ask **you** to turn down gas appliances or stop using gas altogether and we may need to discontinue the supply of gas to the **property** for the duration of the emergency. **You** will need to follow any instructions **we** or **your GNI** give **you** immediately upon request from **us** or **GNI** to so.
- 34.3 **You** must not use gas in a way which is likely to put anyone's health or safety at risk, risk damage to **property** or affect the supply of gas to others.
- 34.4 If **you** suspect a gas leak, or damage to any **metering equipment** which might If **you** suspect a gas leak, or damage to any metering equipment which might
- 34.5 If **you** suspect damage to any **metering equipment** which might result in danger to anyone's health or safety, **you** must tell **your ESNB** immediately. The phone number is **1800 372 999**. **We** will tell **you** if this number changes.

35. Customer Charter

- 35.1 **Our** Customer Charter provides details of the services **we** provide, the service quality levels we offer to **you**, along with **our** compensation and refund arrangements which apply if the service quality levels that **we** are committed to are not met. **Our** Customer Charter can be found on **our** website under the following link iberdrola.ie/customercharter

36. Codes of Practice

- 36.1 The following five Codes of Practice are available on our website at the following link iberdrola.ie/cop. **You** can request a hard copy from us by **contacting us** at contactus@iberdrola.ie
- Code of Practice on Marketing and Advertising
 - Code of Practice on Customer Sign Up
 - Code of Practice on Billing & Disconnection
 - Code of Practice on Complaints Handling
 - Code of Practice on Vulnerable Customers
 - Code of Practice on Smart Services
- 36.2 **Our** Codes of Practice outline the services that **we** offer to customers including priority support customers and other vulnerable customers and explain how **you** can register as a vulnerable customer on our Special Services and Priority Services registers and details the way **our** business works and the services and the service quality levels **you** can expect from **us**. **You** can access our Code of Practice for Vulnerable Customers at iberdrola.ie/cop
- 36.3 **Our** Code of Practice on Complaints Handling sets out the procedure that **you** should follow if **you** have any complaint about the service that **we** provide or offer to **you**. **You** can contact **us** to make a complaint at complaints@iberdrola.ie. When **we** send **you** a bill or statement **we** will also send **you** details of how **you** can make a complaint about any part of our service.



IBERDROLA

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