

# Terms and Conditions for Supply of Electricity

These terms and conditions, together with Customer Registration Form constitute the Energy Supply Contract between Arden Energy Ltd and a company, entity or party requesting a supply of Energy (the "Customer").

## 1. DEFINITIONS

**"Us" "We" or "Our"** means Arden Energy Ltd.

**"You" or "Your"** means The Person or Company who has entered into this Agreement.

**"Agreement"** means the Contract for the supply of electricity by Us to You incorporating any special conditions and which includes these Terms and Conditions.

**"Charges"** means the amount(s) payable by You for: (a) the supply of electricity by Us (b) any costs associated with the supply of electricity by Us, and (c) any Pass Through Charges.

**"Commitment Period"** means a period of time, as determined by Your chosen Price Plan, during which You commit to remain a customer of Arden Energy.

**"Commission"** means the Commission for Energy Regulation which is the regulator for the electricity and natural gas sectors in Ireland.

**"Connection Agreement"** means an agreement in terms of which You have the right for Your installation to be and to remain connected to the relevant system upon the terms and conditions of that agreement.

**"DSO"** means the Distribution System Operator, ESB Networks Limited.

**"Force Majeure"** means any event or circumstance beyond the reasonable control of the affected party but does not include inability to pay. **"Installation"** means any fixed appliances, wires, fittings, apparatus or other electrical equipment used for (or for purposes incidental to) the conveyance, control and use of electricity. **"Maximum Import Capacity"** means the maximum amount of electricity expressed in kVA (kilovolt-amperes) supplied to You at the Point of Supply.

**"MRSO"** means Meter Registration System Operator, a "ring fenced" function within ESB Networks who are responsible for the Change of Supplier process in the competitive electricity market.

**"Pass Through Charges"** means government imposed levies or charges or any fees, costs or charges levied or imposed on Us by any third party, relating to the supply of electricity, and which We are entitled or obliged to pass on to You as a customer.

**"Point of Supply"** means the point specified in the Connection Agreement or in an application to supply at a specified point as the point where electricity may flow between the local Distribution System and Your installation.

**"Price Plan"** means a product or offering made available by Us from time to time.

**"Register/Registration"** means the registering by MRSO of You as a customer.

**"Security"** means a cash deposit as required by and subject to the terms set out by Us and/or any form of guarantee or letter of credit from an entity and in a form acceptable to Us.

**"Schedule of Prices"** means the schedule of price components of electricity supplied to You by Us

as varied from time to time. **"Supplier"** means a company or entity licenced to supply electricity by the Commission for Energy Regulation in the Republic of Ireland.

**"Withdraw Supply" or "Withdrawal of Supply"**

and related terms means or refers to the removal of all or any of the Company's Connection Equipment in such a way that the Customer may not import or export electricity to or from the Distribution System and the terms "Disconnection", "Disconnected", "Disconnecting" and like terms shall be construed accordingly.

## 2. SUPPLY OF ELECTRICITY

2.1. It is a condition of this Agreement that at all times You have a Connection Agreement with ESB Networks for the Point of Supply and comply with its conditions.

2.2. The characteristics of the supply will be in accordance with the Connection Agreement and the terms of this Agreement.

2.3. For the duration of this Agreement, all electricity passing through the Point of Supply will be supplied under this Agreement, notwithstanding the existence of any other supply agreement.

## 3. COMMENCEMENT

3.1. For existing customers this agreement shall commence on the date of this Agreement. For new customers it shall commence on the date We receive notification from MRSO that You have been registered as a customer of Ours.

## 4. LIMITATION OF DEMAND

4.1 You are not entitled to take electricity through the Point of Supply in excess of the Maximum Import Capacity. If You do so, You shall pay to Us any additional costs (including additional Use of System charges), losses or expenses incurred by Us in providing the additional electricity.

4.2 Queries or disputes in relation to the Maximum Import Capacity agreed between You and the DSO shall not affect Your obligations under this Agreement.

## 5. METERING AND BILLING

5.1. Electricity supplied shall be measured by metering equipment installed and maintained in accordance with the Connection Agreement.

5.2. The accounts in respect of the Charges payable by You to Us shall be issued by Us at regular intervals.

5.3. If it is discovered that any meter reading has been inaccurate or omitted or the translation of such readings into Charges has been incorrect then the amount of money due from either party shall be paid promptly at the next account.

5.4. If for any reason We have been unable to obtain meter readings, estimated readings will be used by Us and the resultant Charges will be paid by You subject to any adjustment, which may be necessary, following receipt of actual meter readings.

5.5. If electricity is supplied, but all or part of it is not registered by the metering equipment You shall pay a sum representative of the Charges which would have been due had the metering equipment registered accurately.

## 6. SECURITY

6.1. We may request Security from You at any time should We consider it necessary and You shall provide such Security within 14 days of any such request.

6.2. You shall notify Us within three working days of any change of company name or formation of a new company or if You in any way vacate the Premises specified in this Agreement or give up or share possession to or with any other occupier at the Premises and will either provide a meter reading, or arrange with Us in advance for a special meter reading, for the date on which the change takes place. If You fail to do so, any termination by You under this agreement will be of no effect and You will continue to be liable for outstanding Charges.

## 7. PRICES

7.1. The prices offered by Us are based on Our current Schedule of Prices which may be varied by Us from time to time.

7.2. You agree that Your annual electricity consumption will be within the annual range of consumption applicable to the price plan You have chosen.

7.3. In the event that Your annual electricity consumption is above or below the range applicable to the price plan You have chosen, We may change Your Charges in line with Our Schedule of Prices.

7.4. Prices are exclusive of Value Added Tax which shall be payable by You at the applicable rate.

7.5. If you are on a Fixed Price Plan, the price comprises an Energy Rate and a Non-Energy Rate and any other charges which are payable in relation to your use of electricity. The Energy Rate will be fixed for the Commitment Period. The Non-Energy Rate may be subject to change during the Commitment Period.

Any changes to the Non-Energy Rate may be passed through to the customer by us. Once the Commitment Period of the Fixed Price Plan expires, you will be placed on the standard Variable Price Plan.

## 8. PAYMENT OF CHARGES

8.1. You must pay all Charges by the due date shown on your bill. Your liability continues until this Agreement ends and all sums due to Us on foot of this Agreement have been paid.

8.2. From time to time Your bill will be based on estimated readings. Estimated bills are deemed valid for payment and must be paid in full by the due date shown on your bill.

8.3. If any account is not paid in full by the due date, We shall be at liberty to withdraw or terminate any discounts that you receive following Us giving a minimum of 7 days notice to You of our intent to do so. In the event of continued non-payment We shall be at liberty to withdraw electricity supply from You and/or to proceed in any lawful manner considered necessary for the recovery of the amount due.

8.4. We may require You to pay Your Charges by a payment method which is acceptable to Us.

8.5. If You have a business account with Us at another premises, We may transfer any debt owing to Us on closure of this account to Your other premises.

## 9. TERMINATION

9.1. You may apply to end this, or by email to customers@energysolutions.ie and this agreement will terminate on the expiry of that notice.

9.2. This Agreement may be terminated by Us at any time if You:

- a. do not pay any valid account for Charges; or
- b. breach this Agreement or the Connection Agreement and do not remedy the breach in accordance with this Agreement or the Connection Agreement whichever is applicable within a reasonable time after having received written notice of default; or
- c. have made unauthorised use of electricity or committed theft of electricity; or
- d. are unable to pay Your debts within the meaning of Section 214 of the Companies Act 1963 or enter into a scheme or arrangement with Your creditors, have a receiver, administrative receiver, manager or examiner appointed or are subject to an order or resolution winding up Your activities; or
- e. fail to provide any requested Security or fail any credit check undertaken within four weeks of the Commencement Date.

9.3. Upon termination of this Agreement, You shall pay to Us all Charges on Your account up to the date of termination.

9.4. If the Price Plan You have chosen contains a Commitment Period, and during that Commitment Period another Supplier Registers or attempts to Register your Point of Supply, then We may, at our discretion, either:

- a. raise an objection to such Registration in line with prevailing industry rules and practice; or
- b. re-Register Your Point of Supply.

If after either of the above taking place, You still wish to move to another Supplier, we may, at Our discretion, agree to such a move provided that you pay Us a sum equal to the your average monthly charge (such amount to be calculated by Us, prior to Your moving). For clarity, in the event that such payment is not made and another Supplier Registers Your Point of Supply, We may, at our discretion, re-Register Your Point of Supply.

## 10. WITHDRAWAL OF ELECTRICITY SUPPLY

10.1. The Point of Supply may be withdrawn in accordance with the Connection Agreement or as a result of an event of Force Majeure.

10.2. The Point of Supply may also be withdrawn if You:

- a. do not pay any valid account for Charges; or
- b. The Point of Supply may also be withdrawn if You:
- c. do not pay any valid account for Charges; or
- d. breach this Agreement or the Connection Agreement and do not remedy the breach in accordance with this Agreement or the Connection Agreement whichever is applicable within a reasonable time after having received written notice of default; or

- e. have made unauthorised use of electricity, or if You have committed theft of electricity; or
- f. are unable to pay Your debts within the meaning of Section 214 of the Companies Act 1963 or enter into a scheme or arrangement with creditors, have a receiver, administrative receiver, manager or examiner appointed or are subject to an order or resolution winding up Your activities.

10.3. Withdrawal of the Point of Supply under this condition shall be in accordance with the Connection Agreement and will continue until the circumstances giving rise to such withdrawal have been remedied to Our satisfaction. In addition to any requirements set out in the Connection Agreement, resumption of supply shall be conditional upon payment by You of any reconnection or withdrawal charges and/or the making of such Security as We may require, and if such remedy shall not be effected within such time as specified in the notice of default, this Agreement may be terminated by Us, by notice.

10.4. Action taken under these conditions shall be without prejudice to either party's subsisting rights.

## 11. CUSTOMER'S INSTALLATION

11.1. We accept no responsibility for the adequacy, safety or other characteristics of Your Installation.

11.2. All Installations, (other than Your installation) belong to the DSO at all times and must be kept at the premises and used in line with Our or the DSO's instructions. We accept no responsibility for maintaining any such Installation.

11.3. You must allow DSO authorised personnel, agents or contractors, at all reasonable times and at any time in an emergency, to enter any premises to which electricity is supplied for the purposes of reading, inspecting, testing, repairing, replacing or removing the meter or meters, Withdrawing Supply and for all other purposes in connection with supplying electricity. You must also give Us similar rights of access.

## 12. CODES AND OTHER LEGAL RULES

12.1. Both You and Us will comply with the relevant provisions of the relevant Transmission, Trading & Settlement, Distribution and other Industry Codes and all statutory instruments, regulations and orders applicable.

## 13. LIABILITY

13.1. We shall not be liable to You for loss of profit, loss of bargain, loss of contract, loss of revenue, cost of capital, indirect, consequential or economic loss or damage whether arising in contract, tort, statute, indemnity or howsoever otherwise.

13.2. Our maximum aggregate liability shall not exceed e100,000 in any calendar year.

13.3. Neither You nor Us shall be liable for breach of these conditions directly or indirectly caused by Force Majeure.

13.4. Nothing shall exclude or limit the liability of either party for death or personal injury resulting from the negligence of that party or You for any sums due to Us under this Agreement.

13.5. The rights and remedies provided by the agreement to the parties are exclusive and not cumulative and exclude and are in place of all substantive (but not procedural) rights or

remedies expressed or implied and provided by common law or statute in respect of the subject matter of the Agreement, including without limitation any rights either party may possess in tort which shall include without limitation actions brought in negligence and/or nuisance.

## 14. VARIATION

14.1. Both parties shall effect any amendments necessary to comply with the relevant provisions of the relevant Distribution Code, Metering Code, Grid Code, Trading & Settlement Code and all statutory instruments, regulations and orders applicable to them and shall effect any amendment required to be made to the Agreement as a result of a change in any of the above.

14.2. We reserve the right to vary these terms and conditions to reflect any change in law, regulation, trading arrangement or industry rules which have a cost impact on Us.

## 15. SEVERANCE

15.1. If any provision of this Agreement is held by a court or other competent authority to be unlawful, void or unenforceable, it shall be deemed to be deleted and the agreement shall remain in full force and effect as if the provision had not originally been contained in this agreement. If any such deletion is required, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory provision in place of the provision deleted unless the deletion defeats the original intention of the parties in which case either party may terminate this agreement.

## 16. MISCELLANEOUS

16.1. Both Parties shall take all reasonable steps (except where otherwise required by law) to keep confidential the contents of this Agreement and any information concerning the other party's business which that party may (by written notice) reasonably designate as confidential.

16.2. You agree that We may carry out credit checks on You and on any of Your directors, managers or owners at any time during this Agreement to the extent permitted by law.

16.3. This Agreement shall be interpreted, construed and governed by the laws of the Republic of Ireland.

## 17. CUSTOMER INFORMATION

17.1. We will comply with Data Protection Legislation. In order to ensure that the data we collect and hold about You is accurate and correct, We may contact You from time to time to confirm the accuracy of Your details. If any of Your details are incorrect please let Us know and We will amend them.