

# General Terms and Conditions for the Supply of Energy

The terms and conditions detailed are applicable to an Energy Supply Agreement between Viridian Energy Supply Limited or Viridian Energy Ltd ("Energia") and a company, entity or party requesting a supply of energy (the "Customer").  
Energia reserves the right to vary the terms and conditions of any Supply Agreement to reflect any new energy market arrangements or Laws, directions of Regulatory Authorities or other competent authorities or otherwise.

## 1. DEFINITIONS

- "Accrued Charges"** – Charges as a result of a customer instructing Energia to forward purchase tradeable commodities on their behalf for any period covered within the Energy Supply Agreement.
- "Agreement"** means the Supply Contract Cover Sheet and all its schedules, including these General Terms and Conditions and any Special Conditions.
- "Business Day"** means any day (other than a Saturday or Sunday) on which banks are open for business in the Republic of Ireland and Northern Ireland.
- "Charges"** means the Charges set out in the Energy Supply Contract and Special Conditions.
- "Conditions Precedent"** means the conditions precedent to this Agreement, if any, set out in the Special Conditions.
- "Contract Period Start Date"** means the date specified in the Energy Purchase Agreement and has the meaning given to it in Clause 2.2.
- "Customer's Premises"** means the premises defined as such in the Supply Contract Cover Sheet.
- "Energy"** means electricity and/or gas, as the circumstances require.
- "Expiry Date"** means the date defined as such in the Supply Contract Cover Sheet.
- "Force Majeure"** means any event or circumstance which would constitute force majeure under any applicable connection agreement, network or grid code.
- "Insolvency Event"** means, in respect of the Customer:

- the stopping or suspension of making payments (whether of principal or interest) with respect to all or any of its debts or the announcement of an intention to do so;
- the suspension or cessation of or the threatening to suspend or cease to carry on its business;
- the appointment of, or presentation of a petition for the appointment of, a liquidator, provisional liquidator, examiner, administrative receiver or receiver to or over the whole or any part of its assets;
- the entering into of any reorganisation, moratorium, scheme of arrangement or composition with or for the benefit of creditors generally or any class of its creditors;
- the service on it of a notice of attachment pursuant to Section 1002 of the Taxes Consolidation Act, 1997 (Ireland);
- suffering any distress, sequestration, attachment or execution;
- the proposal or passing of a resolution to wind it up (other than in the circumstances of a solvent voluntary winding-up as part of a reorganisation or restructuring);
- becoming unable to pay its debts or being deemed to be unable to pay its debts pursuant to section 214 of the Companies Act, 1963 (Ireland); or
- taking or suffering any similar or analogous action to items above in any jurisdiction in consequence of debt.

- "Gaslink"** means Gaslink Limited, 6 Lapps Quay, Cork which has been appointed by the Commission for Energy Regulation as a licensed independent operator of BGN's distribution system (and its successors and assigns).
- "Laws"** means all applicable laws, legislation, statutory instrument, directive, regulation, requirement, instruction, order, direction or rule or otherwise of any competent authority of a national or EU character, together with all applicable codes, industry agreements or licence conditions.
- "Pass Through Charges"** means any third party charges incurred by Energia from time to time in connection with the supply of Energy under this Agreement, including those charges specified in the Special Conditions.
- "Regulatory Authority"** means either or both of the Commission for Energy Regulation and the Northern Ireland Authority for Utility Regulation.
- "Security"** means the security (if any) required by Energia set out in the Special Conditions.
- "Special Conditions"** means the special conditions notified by Energia to the Customer which form part of this Agreement.
- "Supply Period"** means the period commencing on the Supply Period Start Date and terminating on the Termination Date.
- "Supply Period Start Date"** means the latest to occur of:

- the date of execution of the Supply Contract Cover Sheet by both parties;
- the date of receipt by Energia of any Security required by Energia;
- the date on which the Conditions Precedent (if any) have been fulfilled to the satisfaction of Energia or waived by Energia; and
- the Contract Period Start Date.

**"Supply Point"** means the applicable supply point specified in the Supply Contract Cover Sheet.

**"Termination Date"** means the date on which this Agreement is terminated pursuant to Clause 8.  
In the event of inconsistency between these terms and conditions, the Special Conditions and the signed Supply Contract Cover Sheet, the following order of precedence shall prevail:

- the Special Conditions; b) the Supply Contract Cover Sheet; c) these general terms and conditions.

## 2. COMMENCEMENT

- (1) This Agreement shall commence on the date of execution by both parties and shall continue until the Termination Date.
- (2) Unless otherwise agreed by the parties, Energia shall supply or procure the supply of Energy to the Customer at the Supply Point during the Supply Period and the Customer shall take delivery of such Energy at the Supply Point and pay for such Energy, in each case on the terms and conditions set out in this Agreement.
- (2.3) Energia shall not be obliged to supply Energy to the Customer prior to the Supply Period Start Date or the earliest date the Supply Point is confirmed as registered to Energia by the relevant Network Operator. The Customer shall be liable for and shall hold Energia harmless in respect of any and all Energy usage by the Customer prior to the Supply Period Start Date, irrespective of the reason or reasons that the Supply Period Start Date has failed to occur and whether such failure was the fault of the Customer, Energia, a third party or otherwise.
- (2.4) Notwithstanding any other provision of this Agreement, if the Conditions Precedent, if any, have not been satisfied by the Customer (or waived by Energia) by the Contract Period Start Date, Energia may terminate this Agreement forthwith by notice in writing whilst any such Condition Precedent remains unsatisfied.

## 3. CHARGES

- (3.1) In consideration of Energia selling energy to the Customer during the Supply Period, the Customer shall pay Energia the Charges. Energia shall be entitled to vary the Charges to reflect any change in Law or as a result of any action by Government, a Regulatory Authority or other competent authority. Energia will notify changes to the schedule of charges as soon as reasonably practicable and, in any event, no later than the date of receipt of the next invoice. Such changes shall take effect from the date specified by Energia in its notice. All charges are exclusive of VAT and any other tax, duty or levy imposed in respect of energy supplied. Invoices will be issued at the end of each billing period.
- (3.2) Energia will pass through Pass Through Charges to the Customer. In the event that any Pass Through Charges are varied from time to time, whether as a result of any change in Law or as a result of any action by the Government, a Regulatory Authority or other competent authority, such variations shall be passed through to the Customer by Energia.
- (3.3) Where a material change in the profile consumption used to calculate the charges applicable to this agreement occurs, Energia reserve the right to recalculate the charges for the duration of this agreement using the updated profile consumption. Where tradeable commodities have been forward hedged at the customers request any costs arising from the new consumption profile will be included in any Accrued Charges calculation.

## 4. TERMS OF PAYMENT

- (4.1) The terms of payment in this Clause 4 and the Security requirements are based on the Customer's current credit rating. If Energia receives notification that the Customer's credit rating has changed, or that the Customer has suffered an Insolvency Event, Energia reserves the right to reassess the terms of payment and Security requirements applicable to the Customer. If the parties fail to reach agreement on the reassessed rates or Security requirements within 15 Business Days, Energia may terminate this Agreement forthwith by notice in writing.
- (4.2) The Customer shall deliver the Security to Energia prior to the Contract Period Start Date.
- (4.3) Energia will send the Customer for each Billing Period an invoice of the Charges and any other amounts due under this Agreement, together with any applicable Value Added Tax (VAT) or similar replacement tax and the Customer will pay such amounts by cleared funds within 14 days of the date of the invoice unless otherwise agreed by Energia at the point of contract execution. The Customer shall make such payment by direct debit, unless otherwise agreed between Energia and the Customer.
- (4.4) All amounts payable by the Customer to Energia under this Agreement are inclusive of any applicable VAT.
- (4.5) The Customer shall not deduct or set-off any payments to be made under this Agreement against any amounts due to the Customer for other services provided. This clause shall survive the termination of this Agreement.
- (4.6) In the event of accurate data being unavailable to Energia for billing purposes, the Charges for energy will be based on historical or estimated data. If accurate data subsequently becomes available Energia reserves the right to recalculate the charges using the accurate data.
- (4.7) Energia may charge interest on overdue invoices on a daily basis from the due date until the date of payment at a default rate that is three percentage points per annum above EURIBOR. In addition, if any amount due is not paid by the due date, Energia shall be entitled to draw down the amount due under the Security.

## 5. METERING

The Customer shall ensure that Energia and its employees, agents and contractors have reasonable, safe and unobstructed access to metering equipment at all relevant times. Your gas supply will be measured by metering equipment that will be installed and maintained in line with the relevant connection agreement which sets out the main commercial terms for the connection of loads to the BGN's distribution system at your premises. BGN's distribution system at your premises. BGN staff, its agents or contractors will read your meter.

## 6. COMPLIANCE WITH LAWS

Each party must at all times during the term of this Agreement comply with all applicable Laws relevant to the performance of their obligations under this Agreement.

## 7. LIABILITY AND FORCE MAJEURE

- (7.1) Neither party shall be liable to the other for any failure to perform its obligations under this Agreement to the extent that such failure is due to the occurrence of an event of Force Majeure, save that the occurrence of an event of Force Majeure shall not excuse the parties from any obligation to make payments of money under this Agreement.
- (7.2) Neither party will be liable to the other for loss of profit or revenue, loss of use, loss of contract or other business opportunity, loss of goodwill, loss or failure of, or delay in production or increased cost of working or any other special, indirect or consequential loss or damage whatsoever arising out of or in connection with this Agreement.
- (7.3) Notwithstanding this Energia's liability to the Customer shall be limited to €100,000/ €100,000.
- (7.4) The exclusions and limitation of liability in this Clause 7 shall survive the termination of the Agreement but shall not apply to any claim on account of death or personal injury resulting from the negligence of either party.
- (7.5) Nothing in this Clause 7 shall release the Customer from its obligation to the Charges in accordance with Clause 3.

## 8. TERM AND TERMINATION

- (8.1) If this Agreement does not terminate on the Expiry Date, it will remain in force on a rolling calendar month basis. Energia shall be entitled to charge the higher of either the existing rates applicable to the expired contract or revised Charges with effect from the Expiry Date by notice to the Customer. If this Agreement continues after the Expiry Date, the parties shall be bound by this Agreement for the duration of any such extended period and repeat any representations and warranties given under this Agreement as at the commencement of any such extended period.
- (8.2) This Agreement may be terminated:
- by either party upon the Expiry Date, provided that party notifies the other in writing at least 20 Business Days in advance of the Expiry Date that it wishes this Agreement to terminate on the Expiry Date;
  - by either party following the Expiry Date, provided that party notifies the other party in writing that it wishes this Agreement to terminate, in which case this Agreement will terminate at the end of the calendar month following the month in which such notice was given;
  - by Energia in the circumstances described in Clause 4.3;
  - by the Customer in respect of one or more premises by at least 20 Business Days notice in writing to Energia if, due to relocation, closure, change of use, or cessation of operations usually carried out at such premises, a supply of energy is no longer required;
  - by Energia forthwith by notice in writing to the Customer if the Customer fails to pay any Charges or other amounts due by the due dates outlined in Clause 4 or if the Customer fails to comply with Security requirements and does not remedy such failure within 7 days of receipt of a notice to do so;
  - by Energia forthwith by notice in writing to the Customer if the Customer has made unauthorised use of energy or committed theft of energy;

- by Energia forthwith by notice in writing to the Customer upon the occurrence of an Insolvency Event; or
  - In any other circumstance specified in the Special Conditions.
- (8.3) Upon termination of the Agreement:
- Closing meter readings will be taken at the Customer's Premises in respect of which this Agreement is being terminated;
  - Energia will issue the Customer or the Customers representatives a final account for any outstanding amount which will include any Accrued Charges;
  - The Customer will also pay any costs incurred by Energia in de-energising and / or disconnecting supply and in procuring a meter lock or meter disconnect as appropriate to the Customer's Premises and such other costs on termination set out in the Special Conditions;
  - The Customer shall and shall procure that its employees and agents shall permit Energia or its agent to enter the Customer's premises to remove Energia's or its agent's equipment; and
  - all rights and liabilities, which accrued prior to termination of this Agreement, will survive termination.
- (8.4) Action taken under this Clause 8 shall be without prejudice to either party's subsisting rights and to any additional rights specified in the Special Conditions.
- (8.5) The Customer shall not take delivery of Energy while registered as a customer of Energia after the Termination Date. In the event that the Customer takes a supply of Energy while registered as a customer of Energia after the Termination Date, the provisions of this Agreement will survive termination and the Customer shall indemnify Energia against all and any loss, damage, cost, expense, charge, fee, claim or liability incurred by Energia in supplying the Customer after the Termination Date.

## 9. DE-ENERGISATION

- (9.1) The customer's premises may be de-energised if the Customer (each a "De-energisation event"):
- Fails to pay any invoice for charges within the timescale outlined in clause 4;
  - Breaches this agreement or the Connection Agreement and does not remedy the breach within a reasonable time after having received written notification of such breach
  - Has made unauthorised use of energy or committed theft of energy
  - Is adjudicated bankrupt or becomes subject to an administration order, examination, proposals for an arrangement with its creditors, receivership, liquidation or is unable to pay its debts (within the meaning of Section 214 of the Companies Act, 1963 (Ireland))

## 10. REPRESENTATIONS AND WARRANTIES

- (10.1) The Customer represents and warrants to Energia that:
- The Customer has full legal right, power and authority to enter into this Agreement and at all times throughout the term of this Agreement to execute, deliver and perform all its obligations under this Agreement;
  - The execution of this Agreement has been duly authorised by all necessary corporate action on behalf of the Customer;
  - At the date of this Agreement and at all times during the term, the information provided by the Customer and set out in the Supply Contract Cover Sheet is true and correct in all material particulars; and
  - At the date of this Agreement and at all times throughout the term of this Agreement, there are no facts or circumstances which have not been notified to Energia in writing prior to the date of commencement of this Agreement which would prevent Energia from exercising its rights under Clause 8.
- (10.2) The Customer hereby indemnifies Energia in relation to any breach of the representations and warranties set out in this Clause 10.

## 11. DATA PROTECTION

Energia shall not use the Customer's personal information other than for the purposes directly connected with the supply of energy under the terms of the Agreement without the express authorisation of the Customer unless permitted by law.

## 12. OBLIGATION TO PROVIDE INFORMATION

- (12.1) The Customer must notify Energia immediately upon:
- the Customer's credit rating being changed;
  - any of the Customer's representations and warranties ceasing to be true in any material particular; or
  - the occurrence of an Insolvency Event.
- (12.2) The Customer must provide Energia within 7 days of request (or in the case of emergency such shorter time as Energia may request) such information as Energia may request to enable it to comply with applicable Laws and must continue to provide Energia with all such information as soon as is reasonably practicable.

## 13. CHANGE IN OCCUPANCY

- (13.1) In the event that the Customer moves its own business operations from the Customer's Premises and is replaced by a new occupant, the Customer shall provide at least 20 days notice in writing to Energia, stating the date and time from which a new occupant will be occupying the Customer's Premises and whether the occupant will require Energy supply from Energia from such date (the "Start Date"). The Customer must provide Energia with a closing meter reading. If the Customer fails to do so, it shall be responsible for all the energy supplied by Energia and consumed at the Customer's premises until date when a new occupant is registered at the meter point. This is without prejudice to the provision of Clause 8.
- (13.2) In the event of a new occupant requiring supply of Energy from Energia, the Customer shall procure that such occupant enters into a new contract for the supply of Energy on terms substantially similar to this Agreement prior to the Start Date.
- (13.3) In the event of a new occupant occupying the Customer premises and entering into a new contract with Energia for the supply of Energy, the termination provisions of Clause 8 shall apply if the Customer is terminating the contract due to its relocation, closure, change of use or cessation of operations. In the event that the new occupant does not enter into a contract with Energia for the supply of Energy, the Customer shall remain liable for any Energy supplied by the Energia and consumed at the customers Premise from the Start Date.

## 14. DISPUTE RESOLUTION

In the event of any dispute or difference of whatever nature in connection with this Agreement the parties will use reasonable endeavours to resolve the matters in dispute in good faith by mutual discussion. If the dispute has not been resolved by such mutual discussions within 15 days, the dispute may be referred to the Consumer Council for Northern Ireland or the Commission for Energy Regulation. Save in respect of a dispute regarding termination of this Agreement, performance of the Agreement by both parties will continue during the dispute resolution process.

## 15. CONFIDENTIALITY

- This Agreement and all information provided in connection with this Agreement shall be treated as confidential and shall not be disclosed without the prior written consent of the other party, save that consent shall not be required for disclosure:
- to directors, employees, consultants, professional advisors or affiliates of either party, provided that they in turn are required by that party to treat the information disclosed as confidential;
  - to any financial institution in relation to the financing of either party's business activities, provided that the financial institution is required by that party to treat the information disclosed as confidential;
  - to the extent required by any Law, judicial process or the rules and regulations of any recognised stock exchange;
  - to the extent necessary to enable Energia to perform its obligations and supply or procure the supply of energy under this Agreement; or
  - to any intending assignee of the rights and interests of either party or any potential purchaser of either party, provided that such intending assignee is required by that party to treat the information disclosed as confidential.

## 16. CUSTOMER CHARTER AND CODE OF PRACTICE

Energia has created a Customer Charter and the following Codes of Practice, copies of which are available on request (1) Complaints- Handling procedure (2) De-energisation (3) Marketing / Selling (4) Billing and Payment.

## 17. NOTICES

- (17.1) All notices and communications concerning this Agreement will be in writing, in the English language and addressed as follows:  
In the case of Energia:  
For Northern Ireland Customers: Energia, Energia House, 62 Newforge Lane, Belfast, BT9 5NF, Attention: Sales Director, Telephone:+44 (0)28 90380630, Facsimile:+44 (0)28 90682509. Email: notice@energia.ie  
For Republic of Ireland Customers: Energia, Millhouse, Ashtown Gate, Navan Rd, Dublin 15. Attention: Sales Director, Telephone:+353(0)1 8692000, Facsimile:+353 (1)8692050. Email: notice@energia.ie
- (17.2) In the case of the Customer, to the Address for service of Notices specified in the Supply Contract Cover Sheet, marked for the attention of the Customer's representative as specified in the Supply Contract Cover Sheet.
- A party may change its address for service at any time by notice in writing to the other parties. Notices will be deemed served or delivered to the addressee or its office:

- If delivered by hand, upon the date of delivery;
- If delivered by pre-paid ordinary post within the jurisdiction in which the Customer resides or is registered, 2 Business Days after sending or if delivered by pre-paid ordinary post outside the jurisdiction in which the Customer resides or is registered, 5 Business Days after sending;
- If delivered by facsimile, at the time that a transmission report is produced by the sender's facsimile machine confirming that the transmission has been satisfactorily completed; or
- If delivered by electronic mail, at the time that the sender's computer generates a message stating that the e-mail has been received.

## 18. RENEWABLE SOURCE DECLARATION

During this agreement, we will supply no more renewable source electricity than we acquire or generate. Renewable source electricity means electricity from non – fossil and renewable sources of generation that comply with S19(2) of schedule 6 OF Finance Act 2000 (NI) and paragraph 47(2) of the climate change levy regulations, SI 2001 No838(NI). This means, where applicable, that the customer does not have to pay climate change levy on electricity supplied by Energia.

## 19. MISCELLANEOUS

- (19.1) Energia may assign the benefit of this Agreement or any part of it. The Customer may assign the Agreement only with written consent of Energia, which consent shall not be unreasonably withheld.
- (19.2) This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements between the parties in relation to the subject matter of this Agreement. Each party acknowledges that it has not entered into this Agreement on the basis of any representation or warranty other than those set out herein.
- (19.3) Any waiver under this Agreement must be in writing. No waiver of any power or right shall be construed as a waiver of any other power or right. A waiver of a breach will not operate or be construed as a waiver of any other or further breach.
- (19.4) If any court of competent jurisdiction declares any provision of this Agreement void, that provision will be severed and the remainder of this Agreement will remain in full force and effect. If any provision of this Agreement becomes invalid or unenforceable or requires variation as a result of any change in any Law or trading arrangements, this Agreement will be amended by agreement between the parties, or failing such agreement, as determined by Energia acting in good faith, in such a way as to give effect to the commercial intent of the parties as set out in this Agreement.
- (19.5) The laws of Ireland will govern this Agreement and the parties accept the non-exclusive jurisdiction of the courts of Ireland.

## 20. GAS SUPPLY

- (20.1) In consideration, and as a condition, of being connected to the BGN distribution system in order to receive a gas supply and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), you hereby accept and agree to be bound by the terms and conditions under which a connection to the BGN distribution system is provided and operated. These terms and conditions, called the "Gaslink, BGN Terms and Conditions for Gas Users at Non Daily Metered (NDM) Offtake Points", are available at [www.gaslink.ie](http://www.gaslink.ie) and [www.bge.ie/networks](http://www.bge.ie/networks) or by contacting BGN at 1850 20 06 04 and are entered into between you and BGN, acting as the agent for and on behalf of Gaslink as and from the date of this Agreement.
- (20.2) You agree, acknowledge and confirm that: a. All equipment and installations up to and including the gas meter belong to BGN and must be kept at your premises and used in line with Gaslink or BGN instructions; b. Pipework from the meter into your premises and your appliances connecting to it are your responsibility. Neither Gaslink nor BGN accepts any responsibility for maintaining these; c. You must allow BGN authorised personnel, agents or contractors entry to your premises to which gas is supplied for the purposes of reading, inspecting, disconnecting, locking or removing the meter or meters, and for all other purposes in connection with providing gas. Such entry to be permitted at all reasonable times and at any time in an emergency.
- (20.3) Any meter supplied to you shall remain the property of BGN and may be removed or disconnected by BGN in the following circumstances: under instruction of your gas supplier; for safety; suspected interference reasons; or there is no active gas supplier at your premises.
- (20.4) You agree that we may give your information to BGN and Gaslink for the purposes of connecting you to, and operating, the BGN distribution system and for the purposes of the "Terms and Conditions for Gas Users at Non Daily Metered (NDM) Offtake Points".