



General Terms & Conditions

Waterpower
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General Terms & Conditions

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**These Terms & Conditions refer to electricity supply with Waterpower.
We would ask You to please note the following:**

- i) Condition 6 (Payment of Account), Condition 8 (Price of Electricity), 9 (Change of Supplier), 17 (Data Protection) within these Terms and Conditions.
- ii) that You will be deemed to have accepted these Terms & Conditions and be bound by them from the time that You become a customer of ours.
- iii) You will be notified of any changes in Terms & Conditions of supply 30 days in advance of those changes taking effect. Notice will be provided by two of the following methods

- a) notice Our website www.waterpower.ie
- b) on the electricity supply bill
- c) SMS Text message
- d) Email or
- e) letter of notification with regards the change incurred to the Terms & Conditions.

You will have the right to withdraw where there is a material change to the terms and conditions.

1.0 Definition of terms

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

'Agreement' means the contract, together with these Terms and Conditions.

'Arrears' means any overdue payment that has not been paid.

'Charges' means all amounts payable by You to Waterpower pursuant to this Agreement in respect of the relevant billing period, including the tariff, standing charges, Pass through charges and other service charges, levies together with Value Added Tax (V.A.T).

'Communications Capability' means the quality of the communications network capable of transferring data between the smart meter and the DSO. The DSO provides a score of quality from 1-4 where 1 accounts for being poor communications capability and 4 for being good communications capability.

'Conditions' means the standard Terms and conditions of supply set out in this document.

'Contract' means the formal written Agreement with You and Us for the supply of electricity to Your Premises.

'Commencement Date' means the date that You start using electricity supplied by Us. Please refer to clause 2.0 Electricity Supply

'Commission' means the Commission for Regulation of Utilities (CRU), formerly known as 'Commission for Electricity Regulation (CER) is the regulator for the electricity and natural gas sectors in Ireland.

'Commitment Period' refers to a period of time, as determined by Your contract, during which You commit to remain a customer of Waterpower.

'Connection Agreement' means an agreement between You and the DSO pursuant to which You have the right for Your installation to be, and to remain, connected to the electricity distribution system.

'Cooling Off Period' is a time allowed under law to enable a consumer to cancel an agreement without incurring any penalty.

'Customer Account' means any account with Us held in Your name for the purposes of supply of electricity or any other product or service.

'Code of Practice' refers to documents which set out the services provided, the service quality levels and any compensation and/or refund procedures which may apply if service quality levels are not met.

'Data flow frequency' refers to the rate at which data is gathered by the DSO from the smart meter and subsequently passed to the Supplier. It is defined by the MCC on the meter.

'Deemed Contract' A Deemed Contract is a legally enforceable agreement considered to have been made between Waterpower and the owner or occupier of this premises. A Deemed Contract is considered to have come into existence because the owner or occupier (after receiving notice from Waterpower and where the premises continues to be supplied with electricity by Waterpower) did not inform Us that he or she continued to use the electricity supplied to the premises concerned after the previous contract for supply to the premises concerned had expired, or was not cancelled when a previous owner or occupier vacated the premises or the new owner or occupier did not enter into a new contract of supply. Please refer to Condition 10: Deemed Contracts.

1.0 Definition of terms cont.

'Distribution System' means all electric lines of ESB Networks, and includes any electric plant, transformers and switchgear of ESB Networks which is used for conveying electricity to final customers including any direct line acquired by the DSO and for the avoidance of doubt, including the Company's Connection Equipment.

'DPA' means all legislation and regulations GDPR relating to the processing and protection of Personal Data including the Data Protection Acts 1988 and 2003 and the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011.

'DSO' means the Distribution System Operator, In Ireland this is undertaken by ESB Networks.

'EURIBOR' means the Euro Inter Bank Offered Rate, in relation to any sum, the rate per annum for deposits in Euro for a specified period. Visit <http://www.euribor-rates.eu/>.

'Electricity Bill' means the periodic invoice issued by Us to You requesting payment for electricity supplied under this Agreement.

'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.

'Interval' refers to consumption data recorded automatically at a regular frequency. In the context of Smart Metering, interval data means data recorded at regular intervals of 30 minutes.

'Licence' means the licence to supply Electricity granted to Us by the Commission for Regulation of Utilities (CRU).

'Maximum Import Capacity (MIC)' means the maximum amount of electricity, expressed in kVA (kilo Volt Amps), that will be supplied to You at the Point of Supply.

'MCC' means the Meter Configuration Code and is used to define the frequency that data will be recorded on the meter and subsequently collected by or passed to the DSO as well as the type of usage data (interval or non interval) that is recorded on the meter.

'Meter' means the electricity meter installed by the DSO for the purposes of measuring the quantity of electricity used by You on the premises and includes any such Meter or Meters of any type supplied to You at any time at the premises.

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

'Non-interval' refers to consumption data recorded as individual reads for each register at manually determined points in time (per month, ad hoc, bimonthly). It is not recorded automatically as regular intervals. Examples of non interval data would be a single 24hr read taken once every 2 months.

'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 shown in the Connection Agreement, or in an application to supply at a specific point, where energy may flow between the local Distribution System and Your installation.

'Premises' means any building or any structure, vehicle or vessel (whether mobile or not) or part of it occupied as a separate dwelling or place of business and includes any garden or portion of grounds attached to and usually occupied with the dwelling or place of business or otherwise required for the amenity or convenience of the dwelling.

'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.

'Supplier' means a company or entity licensed to supply electricity by the Commission for the Regulation of Utilities (CRU) in the Republic of Ireland.

'Tariff' means the price You pay for the supply of electricity. The term 'rates' or 'rate' shall be construed accordingly. Standard tariff payable by You will be outlined in Your electricity bill and contract.

'Withdraw Supply' or 'Withdrawal of Supply' and related terms means or refers to the removal of all or any 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.

1.2 The headings in these conditions are for convenience only and will not affect how they are interpreted. References to persons or parties in this Agreement shall include successors and assigns. References to any Laws or documents shall be read as references to such laws or documents as amended, repealed or replaced from time to time.

2.0 Electricity Supply

- 2.1 We will sell and supply electricity to You at the Premises subject to these conditions until the Agreement is ended by either You or Us in accordance with Conditions 11 and 12.
- 2.2 We will process customer switch requests on request and without delay. Residential customers are entitled to avail of a 'cooling off period' of 14 calendar days. If You notify Us within this period that you do not want to proceed with the Agreement for Electricity Supply, we will cancel the switch and you will remain a customer of Your existing supplier. You may notify Us by telephone or in writing.
- 2.3 It is a condition of this Agreement that, at all times, that You have a Connection Agreement with the DSO for the Point of Supply and comply with its conditions. If You have taken over the supply to premises that were previously supplied in the name of another customer, the DSO will consider that the previous customer's Connection Agreement and conditions therein apply to You and so must be adhered to. If You prefer to have a Connection Agreement in Your own name, You should contact the DSO at www.esbnetworks.ie.
- 2.4 The characteristics of the supply will be in accordance with the Connection Agreement and the terms of this Agreement.
- 2.5 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.
- 2.6 You will receive monthly electricity supply bills detailing Your usage and amounts payable. Refer to Condition 4.0, 5.0 and 6.0.
- 2.7 You must provide Us with Your contact details e.g. landline or mobile number and We are allowed to use these details to contact You in relation to Your account. Refer to Condition 17 for details regarding Data Protection.
- 2.8 All information You give Us must be truthful and accurate. You must tell Us about any changes to the information as soon as possible.
- 2.9 You cannot extend Your supply for someone else to use. We will consider them to be a separate customer.

3.0 Codes of Practice & Complaints

- 3.1 We have a Customer Charter which sets out Our customer service commitments and Our eight guaranteed service standards. To obtain free copies please call Us on (029) 50568 or visit Our website www.waterpower.ie.
- 3.2 We have eight codes of practice covering Sign- Up, Complaint Handling, Marketing & Advertising, Billing, Pay As You Go, Disconnection, Vulnerable Customers and, Smart Metering, which set out the way we do Our business and the levels of service You can expect. These are available from Our website. If You wish to obtain free copies please call Us on (029) 50568 or email customercare@waterpower.ie.
- 3.3 If You wish to make a complaint in relation to any issue arising under this Agreement please refer to Our Code of Practice for Complaints on Our website www.waterpower.ie or contact Our Customer Complaints Facilitator by Post: Waterpower, Strand Street, Kanturk, Co. Cork or Tel: (029) 50568 or by email : customercare@waterpower.ie
- 3.4 Waterpower outlines its services for Vulnerable users in Our Code of Practice for Vulnerable Customers which is available from Our website www.waterpower.ie and outlined in Section 18 of these Terms & Conditions. If You are a Vulnerable Customer and require special services or placement on Our priority register You are obliged to notify Us at Sign Up

4.0 Metering

- 4.1 Electricity supplied shall be measured by metering equipment installed and maintained in accordance with the Connection Agreement. DSO (ESB Networks) staff, its agents or contractors will read meters configured to record non interval usage data either remotely or physically at least four times a year. Meters configured to record interval data can only be read remotely and will not be read manually if communications capability degrades.
- 4.2 The deployment and installation of smart meters to customers across Ireland are managed by ESB Networks, the DSO. The DSO is also responsible for determining whether a smart meter can be installed at a customer premises or not.
- 4.3 Smart meters have the capacity to communicate with the DSO remotely. The DSO determines the communications capability at Your premises and informs Us of this value. The DSO will advise Us of any change to Your communications capability at Your premises.
- 4.4 We accept no responsibility for the adequacy, safety or other characteristics of Your Meter Installation.
- 4.5 All meter Installations, (unless otherwise specified) 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.
- 4.6 You may request the DSO to carry out site works at the premises such as servicing of the Meter, withdrawal or reinstatement of electricity supply in accordance with the terms of this Agreement.
- 4.7 It is a condition of this Agreement that You allow the DSO to access the meter at all reasonable times (and at any time in an emergency), so they can read, inspect, install, operate, calibrate, replace, maintain, repair, renew, reset, remove and disconnect Equipment for any purpose under this Agreement.

- 4.8 It is a condition of this Agreement that You are responsible for making sure the Equipment is protected and kept in a safe condition. You must let Us or the DSO know immediately if the equipment is interfered with or damaged.
- 4.9 If You have a smart meter, You are entitled to choose the data flow frequency and amount of data that Your smart meter records and sends to the DSO. Your choice may be limited by the communications capability at the site preventing certain data flow frequency options from selection. Your choice of data flow frequency and amount of data is communicated by Us to the DSO as the MCC.
- 4.10 If You do have a smart meter and the communications capability is strong enough, the DSO will perform remote meter reading of Your meter.
- 4.11 If You do not have a smart meter or Your smart meter's communication capability does not support remote meter reading, or remote usage collection, estimated readings from ESB Networks must be used where an actual reading is unavailable, and the resultant Charges will be paid by You. Upon receipt of an actual reading or actual usage, any adjustments which need to be made are to be settled in the next billing period. Please refer to Your bill or www.esbnetworks.ie for information on how to submit an actual reading.
- 4.12 Where Your smart meter is configured to record half hourly data, the data from Your meter will be gathered in regular intervals by the DSO. The 24 hours' worth of data will be sent to Us by the DSO on the following day.
- 4.13 Where Your smart meter is configured to record three register reads (day, night, peak), the data from Your meter will be gathered every 2 months remotely (if Your communications capability support remote reading) or manually by a meter reader (if communications capability does not support remote reading).
- 4.14 Receipt of a Smart Tariff depends on opting for data flow frequency of either half hourly/interval or three register reads every two months and requires a smart meter to be installed at Your premises.
- 4.15 If You have a smart meter installed but choose not to opt for a smart tariff, Your meter will operate as it currently does, and We will receive a read every 2 months from the DSO. This read may be gathered by the DSO remotely (if communications capability supports it) or manually by a meter reader (if communications capability does not support remote reading).
- 4.16 Once You move to a half hourly data flow or a three register read data flow, the DSO will not facilitate a move back to a single 24 hour data flow. The minimum data flow supported will be three-register (day, night, peak) reads taken every 2 months by the DSO.

5.0 Billing

- 5.1 Waterpower will bill You every month for the electricity You use. The amount of electricity used, period of use You are being billed for, date of issue and payment due date will be shown clearly on the bill. We will notify customers of any excessive delays in billing if they should arise.
- 5.2 If Waterpower is billing You based on half hourly/interval consumption data, We will use the DSO provided half hourly data received each day of the billing period to calculate the monthly bill. We will also ensure Our bills include adjustments for consumption based on any actual data received after previously billed estimates are billed.
- 5.3 Bills will be issued no later than one month after the receipt of scheduled non interval meter reading or estimated non interval data from ESB Networks for the billing period. Bills will be issued no later than one month after agreed billing date for sites availing of interval data flow.
- 5.4 Billing method is determined at signup but can be changed at no extra cost (provided a discount was not applied to the account for paperless billing) upon direction from the customer.
- 5.5 Electricity bills setting out the charges payable and any other amounts due under this agreement, together with any applicable VAT, levy or tax relating to Your supply will be forwarded by Us each month and You will pay such amounts within 14 days of receiving this bill unless otherwise agreed in writing.
- 5.6 In the unlikely instance where You do not receive an expected electricity supply bill please contact Us immediately to avoid the build up of debt on the account.
- 5.7 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.
- 5.8 You will be liable for any amounts outstanding following the submission of an actual reading or actual consumption data. Similarly, Waterpower will credit Your account if the actual reading or consumption data indicates a surplus paid.
- 5.9 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 billing period.
- 5.10 Your bill layout will differ in format depending on the data flow frequency You have opted for. Clarification of the different bill formats is accessible on Our website at www.waterpower.ie.

6.0 Payment of Accounts

6.1 It is a Condition of this contract that all electricity supplied must be paid for as per the Conditions of this Agreement. Electricity bills shall be paid by either of the methods set out in the Code of Practice for Billing or stated on the back of the electricity bill. We reserve the right to request a deposit at Sign Up. Key reasons for requesting a security deposit are outlined in Our security deposit policy which is available from Our website www.waterpower.ie.

6.2 You must pay Us all charges by the due date specified on Your bill. Your liability continues until all sums due to Us on foot of this Agreement have been paid.

6.3 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.

6.4 In the event that any part of an invoice remains unpaid where the part that remains unpaid is not due to a legitimate dispute, We may disconnect the supply of electricity to the premises, in accordance with Our Code of Practice on Customer Disconnection, and may proceed in any manner for recovery of the amount due.

6.5 If You have an account with Us at another premises, We may transfer any debt owing or credit due on closure of this account to Your other premises in order to recover any money owed to either party.

6.6 If any payment due to Us is overdue for an extended period of time, interest may be charged on the sum due from the due date, on a daily basis, at three-month Euribor rates plus three percentage points (3%) and shall be payable from the due date until the date payment is received.

6.7 If any amount payable by You is in genuine dispute, You must pay Us the amount that is not in dispute.

6.8 In the event of continued non-payment, we will discuss payment options with You. We shall be at liberty to Withdraw electricity supply as per Condition from You and/or to proceed in any lawful manner considered necessary for the recovery of the amount due. We may require You to pay Your Charges by a payment method which is acceptable to Us. Please refer to Our Codes of Practice for billing and disconnection.

7.0 Security

7.1 We may request security from You at anytime should We consider it necessary in advance of the provision of electricity supply. The standard deposit is €300- or two-months electricity supply equivalent. Please refer to Our security deposit policy

7.2 During the term of supply, We may increase an existing security deposit or request a new security deposit from You if a) You fail to pay or are late paying any amount due to Us (including the security deposit) or b) As a result of Your conduct.

7.3 In the event Our security requirements are not met, Your electricity supply may be disconnected. Any costs reasonably incurred by Us may be recovered from You and You shall pay the cost of disconnection and subsequent reconnection (if any). Please refer to Our Code of Practice on Disconnections available from Our Website www.waterpower.ie.

7.4 In addition to any rights We have under this agreement, any security deposit held may be used to offset any unpaid monies due to Us.

7.5 If You close Your account with Us while We hold a security deposit relating to Your account, then the amount of the security deposit will be used to offset Your final invoice.

7.6 We shall return the balance of any security deposit to You; i) upon closure of Your account; or ii) after one year if You have met Our credit terms for this period. In any case by cheque if You have provided Us with a forwarding address or by bank transfer if We hold Your bank details.

7.7 In the event Our credit terms are not met after one year We will continue to hold the deposit in respect of Your account. In this instance, We will inform You of the steps which must be taken to satisfy Our credit terms so that the security deposit will no longer be required. The security deposit will thereafter be kept until such time as Our credit terms have been met for a continuous 12-month period, and the security deposit will be returned to You in the month following a determination by Us that the credit terms have been met.

8.0. Price of Electricity

8.1 The prices offered by Us are agreed with the customer at the beginning of the commitment period and are detailed in the contract provided.

8.2 Prices are exclusive of Value Added Tax and any other tax, duty or levy imposed in respect of electricity supplied, which shall be payable by You at the applicable rate.

8.3 Waterpower reserves the right to amend Pass Through Charges that apply during the Term if there is a cost to Waterpower imposed by a governmental or statutory body (including a change in V.A.T).

8.4 The prices offered by Us may be varied by Us from time to time. We will notify You of any changes if/when they arise no later than 30 days before the change comes into effect. You will receive notification by two of the following methods i) notification on Your bill ii) by email or iii) by letter as soon as is reasonably practicable.

- 8.5 We will notify You if Your electricity consumption exceeds what we reasonably deem to be appropriate for a domestic/residential customer (in accordance with Sustainable Energy Authority Ireland (SEAI) guidelines). We reserve the right to change You to a Tariff that would be more appropriate for Your consumption. You will be notified of this by email, telephone, or letter 30 days in advance.
- 8.6 We reserve the right to transfer additional charges, if any, caused by exceeding You allocated threshold for reasonable domestic use.
- 8.7 If You have been a customer of Ours for over three years and remained on the same tariff We will notify You in writing or email on an annual basis to remind You to revise Your contract.
- 8.8 Up-to-date information on price tariffs and applicable charges are available from the electricity supply section of Our website www.waterpower.ie. If You have trouble accessing these please contact Our office directly by calling (029) 50568.
- 8.9 If You are provided with a smart meter, You can adopt Our smart tariff known as the Waterpower Standard Smart Tariff (SST) or any additional smart specific time of use smart tariffs which we might offer over time. All smart tariffs are available on Our website www.waterpower.ie.
- 8.10 If You receive a smart meter but decide not to sign up to Waterpower SST, You will continue to be provided with electricity under the contract and tariff that You chose previously.
- 8.11 The Waterpower SST covers both half hourly data flow and three register read data flow (day, night, peak) data flow. The unit rate for the SST, is the same for both data flow frequency options. SST product features as well as Our regulated obligations may differ depending on the data flow option chosen by You and or supported by the DSO determined communications capability.
- 8.12 The DSO will determine whether the communications capability can support the half hourly or three register read (day, night, peak) data flow and resulting Waterpower SST product variation.
- 8.13 If You choose the Waterpower SST with half hourly data flow and Your communications capability degrades, the DSO will advise Us accordingly. We will be required to amend Your product to that supported by the three register (day, night, peak) data flow. This will ensure You can be billed accurately. We will notify You before we make the data flow change and resultant change to the Waterpower SST (three register read variation). Your unit rate, term and tariff will remain the same.
- 8.14 If as a new or existing customer, You choose to avail of the Waterpower SST and move from an existing 24 hour tariff You will not be able to return to a 24 hour tariff. The exception occurs where You switch to Us from a previous supplier and opt to cancel during Your cooling off period. You will be returned to Your previous supplier on the 24 hour tariff pre switching to Us. If Waterpower offers a 24 hour tariff which supports half hourly or three register data flow, You will be able to switch to this tariff.
- 8.15. Any change in data flow frequency requested by You will be processed by Us if the communications capability supports the change and if the DSO can effect the change. We will engage with you in terms of data flow change over date to ensure billing accuracy is maintained.
- 8.16 The Waterpower SST with half hourly data flow supports additional product features. This includes access to half hourly data on Our website in a downloadable file format. If You move to the Waterpower SST with three register data flow (day, night, peak), You will not receive data in this file and potentially other product features will be deactivated.
- 8.17 If You receive a smart metering primer notification from Us, You will be eligible to alter Your tariff to Our Waterpower SST.
- 8.18 Waterpower will provide a secure, self service function via www.waterpower.ie that allows You to download a file of Your half hourly data. The file will display 2 years' worth of historical half hourly data or display data to the point that You joined Waterpower if that is less than 2 years. The DSO also provides 2 years' worth of downloadable data to consumers who have opted for a half hourly/interval data flow. This data is supplier independent.

9.0 Change of Supplier

- 9.1 You will not be charged for switching supplier outside of contract.
- 9.2 You will give Us an electricity meter reading for the Start Date or allow ESB Networks to obtain an actual meter reading at the premises.
- 9.3 In the event that You choose to switch Your electricity supplier, but outstanding payments remain on Your account these must be settled before You switch supplier.
- 9.4 If You do not meet the credit terms set by the Regulator and You attempt to change supplier, a debt flag will be displayed on Your account and be visible to the proposed new supplier.

10.0 Deemed Contracts

Deemed contracts are defined in S.I. 603 of 20e (Deemed Contracts) and Section 16A in the Energy (Miscellaneous Provisions) Act 1995 as the instance 'where a supply of electricity is provided to premises in the absence of a formal contract for supply between the licence holder (Waterpower) and the owner or occupier of a premises'. Typically, a deemed contract occurs where:

- i) A customer moves into a property where they already exist a supply of electricity and has not agreed contractual terms with the supplier who provides the electricity to the property, or
- ii) A Fixed term contract expires and there are no explicit provisions for the period immediately after expiry. This allows customers to avail of uninterrupted supply of electricity when moving premises or after expiration of a fixed contract and also provides suppliers with a consistent and legal basis upon which they can supply electricity to premises where a contract of supply has not yet been agreed and subsequently charge for this supply.

10.1 Deemed contracts between Waterpower and the owner or occupier shall commence on the date when the owner or occupier begins to take supply of electricity in the absence of a contract for supply and shall cease on the date on which a contract for supply is entered into by the owner or occupier with Waterpower or other service provider or the date Waterpower ceases to supply the premises whichever is the earlier.

10.2 Notice, for the purposes of S.I.603 of 2015 (Deemed Contracts) will be forwarded to the premises notifying them that they are in a 'deemed contract'. This notice will also contain note that

- i) the premises is no longer subject to a contract and is being supplied under a deemed contract ii) statement of the standard tariff and charges to be applied to the account
- iii) note that the owner/occupier is responsible for the supply of electricity iii) supply will be calculated from the most recent meter readings held by the MRSO (estimated or actual)
- iv) request for up to date readings. A copy of Terms and conditions of supply under a deemed contract will be provided.

10.3 Customers supplied under a Deemed Contract are free to enter into a contract of supply with Waterpower or with another supplier.

10.4 Where a Deemed Contract is in place, it will continue until You register and enter into a new contract with Waterpower or You enter into a contract with another provider. ·

10.5 Under a Deemed Contract You will be charged Waterpower standard tariffs and You are responsible for the payment for the electricity supplied.

10.6 Under a Deemed Contract we will issue bills to Your property based on actual or estimated meter readings which You are liable to pay.

10.7 If You have moved to premises where a deemed contract is in place with Waterpower we reserve the right to limit the duration of the deemed contract to 8 weeks from the commencement of supply to agree contractual terms. During this time we will forward You a formal offer of Agreement and contact You once by telephone.

10.8 Where a Deemed Contract is in place, it will continue until You register and enter into a new contract with Waterpower, or You enter into a contract with another supplier.

11.0 End of Agreement

11.1 You may apply to end this Agreement by giving Us one month's notice in writing at Waterpower, Strand Street, Kanturk, Co. Cork, Ireland or by Email info@waterpower.ie and this Agreement will terminate on the expiry of that notice.

11.2 Customers whose contract term is nearing completion will be contacted 30 days prior to (and no more than 60 days in advance of) the end of the fixed term to discuss renewal.

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

- i) do not pay any valid account for Charges; or
- ii) 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
- iii) have made unauthorised use of electricity or committed theft of electricity; or
- iv) 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
- v) fail to provide any requested Security or fail any credit check undertaken within four weeks of the Commencement Date.

11.4 Upon termination of this Agreement, You shall pay to Us all Charges on Your account up to the date of termination within 30 days of account closure.

11.5 If You wish to terminate Your Account but an outstanding debt remains on Your Account, we reserve the right to raise a debt flag on Your Account (refer to section 9.4).

11.6 Please refer to Our Code of Practice for Billing.

12.0 Withdrawal of Supply

12.1 Refer to Condition 11.3

12.2 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 affected within such time as specified in the notice of default, this Agreement may be terminated by Us, by notice.

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

12.4 Please refer to Our Code of Practice for Billing

13.0 Pay as You Go Meter

13.1 You are responsible for making sure that metering equipment including Pay As You Go meters and associated equipment are protected and kept in safe condition. You must let us or the DSO (ESB Networks) know immediately if the equipment is interfered with or damaged.

13.2 We may ask You to pay for Your electricity through a pay as You go meter if:

- i) Credit checks indicate that this is an appropriate payment for You
- ii) We have reason to believe that someone has tampered with the meter
- iii) If money is owed and by Installing a pay as You go meter will avoid disconnecting Your supply.

13.2 Information regarding pay as You go meters is available from Our website and in the Code of Practice on Pay as You Go Metering.

14.0 Codes and other legal rules

14.1 Both You and We 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.

14.2 Both parties shall affect 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.

15.0 Liability

15.1 As Your Supplier We will not be liable for any loss or damage caused arising directly or indirectly from Your electricity supply and the equipment.

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

15.3 Nothing in these Terms and Conditions 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.

15.4 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.

15.5 If any exclusion or other Condition in this Agreement is invalid for any reason and We become liable for loss and damage that could otherwise have been excluded or limited, Our liability will be limited to a maximum sum equal to the total amount of charges and other payments We received from You for the electricity supply.

15.6 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.

16.0 Severance

16.1 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.

17.0 DataProtection

17.1 In order that We may provide You with an effective service, it is necessary for Us to collect and use data relating to You. This data is mainly used to manage Your customer account.

17.2 By selecting the Waterpower SST with half hourly data flow product, You accept that half hourly data must be gathered from Your meter and sent to Us in order to provide the product that You have requested.

17.3 Waterpower will notify the DSO of Your data flow choice and the DSO will attempt to configure the meter accordingly allowing the data to flow to Us. We will notify you if your requested data flow choice cannot be affected by the DSO.

17.4 Your half hourly data will be processed by using it to bill You accurately, measure Your usage, manage Your account, provide Our customer service and support and equip You with the half hourly file on Our website. All processing detailed is necessary to observe Our obligations under Our contract with You.

17.7 If You no longer wish for Your half hourly data to be processed, You must advise Us that You no longer want to avail of the Waterpower SST half hourly data product. We will move You to the Waterpower SST three register reads data flow product at a mutually agreeable time. Once moved to the Waterpower SST (3 register reads data flow), You will no longer receive HH data in the downloadable file from Our website and all product features specific to HH data processing will cease.

17.8 We may use information about You for Our own business purposes, including building up a profile of Our customers, processing orders, account management and carrying out market research.

17.9 We may retain Your data for a reasonable period after You cease to be supplied with products or services but will not keep it for any longer than is necessary and/or as required by law.

17.10 Should You choose to move Your Electricity Account to another supplier, We may disclose details of Your electricity usage and Account history to the acquiring supplier.

17.11 We may disclose Your data to agents who act on behalf of Us in connection with business research or marketing or for any safety related activity and/or by the DSO for the purposes of maintaining and operating supply to the premises. Such agents are permitted to use Your data only as instructed by Us. They are also required to keep Your data safe and secure.

17.12 We or Our agents may from time to time, contact You in writing/by phone/Email/in person with information about other services and products offered by Us. If You would prefer not to be contacted in relation to such other services or products please phone Us on (029) 50568 Mon - Fri 9am to 5pm, write to Us at Waterpower, Strand Street, Kanturk, Co. Cork, Ireland or Email customercare@waterpower.ie.

17.13 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.

17.14 Your information may be transferred to the Supplier of Last Resort in the event of direction from the CRU. You may make a complaint in relation to any issue arising under the contract by calling Our customer care section on (029) 50568 Mon - Fri 9am to 5pm, writing to Us at Waterpower, Strand Street, Kanturk, Co. Cork, Ireland or Emailing customercare@waterpower.ie. Complaints will be processed in line with Waterpower Code of Practice on Complaint Handling which is available from Our website. If You do not have internet access please contact Us for a copy.

17.15 You have a right to ask for a copy of Your personal data. If You wish to avail of this right, You should submit a written request using the provided contact details. Please note that Waterpower will provide digital copies free of charge but reserves the right to pass on nominal administrative costs for the provision of large volumes of hardcopy records. This is to cover postage and printing costs and if applicable, will not exceed €10.

18.0 Vulnerable Customers

18.1 We will provide certain services to Our customers who register with Us as requiring special services in relation to their electricity usage. While We will make every effort to determine if a customer is eligible for the special service register. It is a condition of this contract that if You are aware that You require Special Services or are a Vulnerable Customer that You notify Us at sign up.

18.2 If You have been identified as a Vulnerable Customer and have provided verbal notification of Vulnerability but fail to complete or return completed and signed registration forms, You will be provisionally added to the register and contacted twice by telephone and once in writing to return the form. If the form has not been returned within one month and after all reasonable effort has been made to obtain the completed form You will be removed from the register.

18.3 If You have a carer, relative or friend who helps look after Your bills or would like to nominate a third party to Your account, You are required to forward written consent to Customer Care, Waterpower, Strand Street, Kanturk, Co. Cork or email: customercare@waterpower.ie

18.4 The details of customers who register with Us for priority services or special needs will be passed to ESB Networks (DSO) to allow them to provide You with the additional services to suit Your customer category. Any personal data provided will be in accordance with the General Data Protection Regulation (refer to section 17).

18.5 No Priority or Vulnerable Customers will be disconnected during the winter months. Please note that this does not apply to Vulnerable Customers that opt for Pay As You Go (PAYG) (refer to section 13).

18.6 Please refer to Our Code of Practice for Vulnerable Customers which is available from Our website www.waterpower.ie or upon request.

19.0 Variation

19.1 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.

19.2 Any changes to these Terms and Conditions shall be notified on Your bill, by email or letter 30 days in advance of these changes taking effect. In any case, the revised Terms and Conditions will be deemed incorporated into this Agreement from the later of the date which is 30 days after the date of notification to You or the date that the Terms & Conditions are specified to come into effect.

19.3 We will email customers with a copy of the amended Terms and Conditions at least 28 days before the change comes into effect.

20.0 Miscellaneous

20.1 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.

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

20.3 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.

20.4 Please note change in Your account name or premises will constitute a new agreement.

21.0 Emergencies

In the event of an emergency or incident causing danger or requiring urgent attention at the premises relating to Your electricity supply contact the ESB Networks on 1850 372 999. In the event of an Emergency, supply of energy to the premises may be discontinued momentarily at the request of ESB Networks.