



**COMMUNITY
POWER**



**General Terms and Conditions
of Electricity Supply
for Domestic Customers**

General Terms and Conditions of Electricity Supply for Domestic Customers

These are our general terms and conditions for supplying electricity to our domestic customers and were set out in a fair and transparent way, in plain and unambiguous language. They apply to you once you have agreed to enter into a contract with us for supplying electricity to your premises.

Extra terms and conditions may apply to your Contract with us including the following:

- ✳ Any specific terms and conditions that apply to the tariff you have chosen. We will ensure to advise you of these at time of sign up and provide you with any detail in our welcome pack.
- ✳ Any terms and conditions that apply to the use of our website or mobile app. These will be available on our website.
- ✳ Any specific terms that relate to your smart meter or a smart tariff.

Our Privacy Policy sets out the ways in which we process any information you provide us with. We recommend that you read our Privacy Notice, to understand your data protection rights and how we collect and use your Personal Data. Our privacy notice can be found on our website at www.communitypower.ie.

We may update our terms and conditions from time to time. We will always ensure that the latest version is held on our website at www.communitypower.ie or available to you in writing upon request.

1. Definitions
2. Supply & Contract Term
3. Metering and Billing
4. Price of Electricity
5. Payment of Account
6. Security Cover
7. Access and Siteworks
8. Special Services Customers & Priority Support Customers
9. Change of Supplier & Debt Flagging
10. Electricity Emergency
11. Liability and Force Majeure
12. Termination
13. Complaints
14. Variation of General Conditions
15. Assignment
16. Notices
17. Contact details
18. Community Power Codes of Practice & Customer Charter
19. Data Protection Notice
20. Marketing
21. Deemed Contract
22. General

1. Definitions

In these Conditions, the words below have the following meanings:

'Arrears' means an overdue payment that has not been paid by you.

'Billing Period' means a period of two months in respect of which we will issue invoices to you under this contract.

'Charges' means the amount(s) payable by You for (a) the supply of energy by us; (b) any costs associated with the supply of energy by us to you; and (c) any pass-through charges.

'Commencement Date' means the date on which the MRSO notifies us we are the Supplier and we begin supplying the property under this contract.

'Communications Capability' means the ESNB data item 'Communications Technical Feasibility'. The value is given a score of 1 to 4 with 4 being good network communications quality and 1 being poor network communications quality. This value is used to determine the feasibility of data flow options.

'Community Power' or **'we'** or **'us'** or **'our'** means *Templederry Renewable Energy Supply Limited* trading as *Community Renewable Energy Supply*, a company incorporated in Ireland with registration number 477115 and registered office at 2nd Floor, Friars Court, Nenagh, Co. Tipperary, and includes its successors, assigns, designated third parties, and subcontractors. It will also be referred to as the 'Supplier'.

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

'Contract' means this contract for the supply of electricity by us to you including the application signed by you in person or agreed by you online or over the telephone, these terms and conditions or any additional terms and conditions that apply to the tariff or product you have chosen.

'Data Flow Frequency' means the frequency or rate at which data flows from the meter to ESNB and subsequently to Us. The data flow frequency is determined by the MCC code.

'Data Type' means interval or non-interval usage data. The data type is linked to the data flow frequency. The data type is inherent in the MCC code. For example, the code MCC16 means non interval data type and the data flow frequency is three reads bimonthly to the supplier. The code MCC12 means interval data type is recorded on the meter and the data flow frequency is half hourly intervals. The half hourly data is sent to the supplier once per day.

'Electricity Connection' means the connection between the electricity network and the property up to and including the meter.

‘Electricity Network’ means all the transmission and distribution wires used for the transmission, distribution and supply of electricity to, from or within Ireland.

‘Emergency’ means emergency endangering persons and/or property or an outage in the electrical supply arising from a fault in the electricity network.

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

‘Interval’ means consumption data recorded at set time periods. In the context of smart metering, interval refers to half hourly data. A meter may be referred to as an interval meter based on the data frequency it records consumption.

‘Length of Contract’ means the term of duration of the contract, which will be notified to you at the time of the contract.

‘Licence’ means the licence to supply electricity granted to us by the regulator to supply electricity.

‘MCC’ means the Meter Configuration Code and is used by ESBN to confirm the configuration on a meter. It dictates the Data Flow Frequency and the Data Type configured on the ESBN meter.

‘Meter’ means the electricity meter and related fittings and wires installed by ESB Networks for measuring the quantity of electricity used by you on the property and includes any such meter or meters of any type supplied to you at any time at the property.

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

‘Non Interval’ means a Data Type recorded on a meter that does not record interval consumption profiles rather individual snapshot reads for each register at a particular point in time. For example, in the ROI context ESBN gathers one 24 hour register interval meter read bimonthly.

‘Payments’ means the product or offering made available by us.

‘Property’ means the Property or premise specified in the application for electricity supply completed by you or such other Property as may be notified by you to us and accepted by us from time to time.

‘Regulator’ means the Commission for Regulation of Utilities (CRU) and it is Ireland’s independent energy regulator.

‘Siteworks’ means any works carried out by ESB Networks in relation to the customer’s electricity connection, including but not limited to: the provision, installation, repair, maintenance, energisation or de-energisation or servicing of the meter or equipment used in the distribution and supply of electricity.

‘Siteworks’ means any works carried out by the DSO in relation to your electricity supply and any other piece of work as set out in the DSO’s siteworks charges, including but not limited to, the provision, installation, repair, maintenance, withdrawal or reinstatement of electricity supply or the meter or equipment used in supplying electricity to your premises.

‘Tariff Structure’ means our list of current tariffs and the pricing structure applicable to each; and means you the customer who has entered into this contract. Where you are more than one person or entity, each person or entity is jointly and severally liable for you the customer’s obligations under this contract.

‘You’ or ‘Your’ means the customer with whom we have entered into this contract.

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

2. Supply & Contract Term

- 2.1. We will sell and supply electricity to You at the Property subject to these Conditions until the Contract is ended by either of us in accordance with Condition 12 (Termination). We may issue you additional product specific terms and conditions depending on the particular product you have chosen. Together these terms and conditions, the product specific terms and conditions and any terms and conditions that apply to the use of our website or mobile app form the Contract between us.
- 2.2. If we do not already supply you at the Property, we will begin supplying the property on the date the MRSO notifies us we are the Supplier and the Contract will commence on that date.
- 2.3. The Contract will continue for an indefinite duration for an evergreen term contract from the commencement date and will continue unless You or We end it in accordance with condition 12.
- 2.4. Changes to the contract of indefinite duration will take place in accordance with clause 4 and clause 14.
- 2.5. You can cancel the Contract within 30 days (‘cooling-off-period’) from the date you agreed to the Contract under The Consumer Rights Act 2022 by using the cancellation form on our website www.communitypower.ie or by contacting us in accordance with Condition 17.
- 2.6. There is no penalty for cancelling during the cooling off period.
- 2.7. You cannot extend Your supply for someone else to use. We will consider them to be a separate customer.
- 2.8. If you are providing information about other people on a joint application or otherwise, you must make sure they agree that we can use their information to do this. If you give us false or inaccurate information and fraud is identified, we will pass your details to credit reference and fraud prevention agencies.
- 2.9. Where You have been on the same energy tariff for the past 3 years or more, we are obligated by the Regulator to issue a notification on an annual basis to prompt You to review Your contract.

3. Metering and Billing

- 3.1. The electricity supply will be measured by the Meter. The metering equipment installed is maintained by ESB networks.
- 3.2. ESB Networks manage the deployment and installation of smart meters to all customers across Ireland and determine whether a smart meter can be installed at a customer premises or not.
- 3.3. If you do not have a smart meter or your smart meters communication capability does not support remote meter reading, ESB Networks staff, its agents or contractors will take a physical meter reading four times a year of all non-interval meters to ensure your electricity usage is recorded correctly. There will be two planned estimates per year.
- 3.4. ESBN is unable to take physical interval consumption readings from meters configured to record half hourly/interval data. Interval metering only supports remote reading.
- 3.5. If you have a smart meter and the communications capability is strong enough, ESBN will perform remote meter reading of your meter for all MCC’s.
- 3.6. Your smart meter data flow frequency preference, communicated to ESBN by *Community Power* via your MCC, will determine the amount of data and type of data that will flow from your smart meter to ESBN and to *Community Power*.
- 3.7. Smart meters have the capability to communicate with ESB Networks remotely. ESB Networks determines the communications capability at Your premises and informs *Community Power* of this value. ESB Networks will advise Us of any change to Your communications capability at Your premises.

- 3.8. You have the choice to have your smart meter configured to record either:
i) half hourly consumption data and sent to *Community Power* once by ESB Networks the following day.
ii) three register reads (day, night, peak) sent to *Community Power* by ESB Networks every 2 months.
- 3.9. If you have a smart meter but choose not to avail of a *Community Power* smart tariff, your meter will operate as it currently does, and *Community Power* will receive a read every 2 months from ESNB. This read may be gathered by ESNB remotely (if communications capability supports it) or physically by a meter reader (if communications capability does not support remote reading).
- 3.10. If your meter is configured to support half hourly data, ESNB will gather the data remotely on a regular basis during the day. The full 24hours worth of data will be sent by ESB Networks to *Community Power* the day following ESNB collection.
- 3.11. In the case of a half hourly configured meter, if ESNB is unable to communicate with the meter due to communication capability issues, ESNB will estimate the half hourly consumption for the 24hour period. If communications capability returns, ESNB will receive all data which will be recorded and stored on your meter for the period that was previously estimated. This will be passed to *Community Power*.
- 3.12. If your meter is configured to support three register reads (day read, night read, peak read), ESB Networks will gather the data from your meter every 2 months remotely (if your communications capability support remote reading) or physically by a meter reader (if communications capability does not support remote reading).
- 3.13. If you move to a half hourly data flow frequency or a three register read data flow frequency, ESNB will not facilitate a move back to a single 24hr data flow.
- 3.14. When ESNB is unable to read your non interval meter, either remotely or physically, estimations of your electricity consumption may be made by ESB Networks. An estimated meter read will be calculated based on a number of factors, including (but not limited to) prior electricity usage at the Property, the time of year and the nature of the Property.
- 3.15. Further information about smart metering and how *Community Power* provides smart services can be found in our Code of Practice on Smart Metering. A copy can be obtained by contacting us in accordance with Condition 17.
- 3.16. We will regularly send your bills and billing information for the electricity that you use, free of charge. Your bill may also include charges for services including (but not limited to) Siteworks charges that we have supplied to you and will include VAT.
- 3.17. Where reads are used to calculate bills, *Community Power* will use the ESNB meter reads to calculate your monthly bill. As ESNB only provides a bimonthly read, *Community Power* will calculate the month end read by estimating the read for the month where ESNB do not provide a read.
- 3.18. Where half hourly consumption data is used to calculate bills, *Community Power* will use the ESNB provided half hourly data received each day of the billing period to calculate the monthly bill.
- 3.19. If we are billing you based on half hourly data received from ESNB, we will ensure your bills include adjustments for consumption based on any actual data received after previously receiving estimate data for the same period.
- 3.20. Bills will be issued no later than one month after the receipt of scheduled or estimated non interval reading from ESB Networks for the billing period. Bills for interval sites will be received at the end of each calendar month and contain consumption for the previous billing period.
- 3.21. If you or we discover that any meter reading has been inaccurate or omitted, or the readings have not been converted into charges correctly, you or we, as the case may be, must pay any money that is due at the date of the next bill or when requested to do so by *Community Power*.
- 3.22. If your meter is configured to support non interval data you can provide us with your own meter reading by phoning us or entering a read online on our website www.communitypower.ie. You can also submit a customer read directly with ESB Networks 1850 33 77 77. Please have your MPRN to hand.
- 3.23. For reads submitted per clause 3.22, ESNB may not use as part of the reading history if they are able to receive a remote read directly.
- 3.24. If we supply electricity to you but all or part of such electricity supplied is not registered by the meter (due to a fault or unauthorised interference or any other reason), you must pay an amount equal to the charge that would have been payable had the meter or metering equipment been working properly.
- 3.25. Your bill will differ in appearance depending on the data flow frequency option you have availed of. Explanation of the different bill formats can be found on our website at www.communitypower.ie
- 3.26. Standing charges will still apply even during periods of no consumption.
- 3.27. *Community Power* offers accessible billing formats available to You including paper billing. Paperless only tariffs may be offered but this will be clear in the specific Terms and Conditions of the product and include an electronic bill sent to You or made available to You in a downloadable format.
- 3.28. If you decide to leave us, we ensure you that you will have access to your consumption data in an appropriate way and free of charge.
- 3.29. If your contract provides for future changes in tariffs or discounts, those will be clearly indicated on your bill, together with the date on which the change will take place. Also, the method of application will be explained on your bill or in an accompanying insert and issued to you according to your preferred communication channel.
- 3.30. Further information on your bill can be obtained in our Code of Practice on Billing. A copy can be obtained by contacting us in accordance with Condition 17.

4. Price of Electricity

- 4.1. The price of the electricity supplied by us are based on Our current Tariffs which may be varied by Us from time to time.
- 4.2. Our Tariffs (with additional product specific terms and conditions, including contract duration and any related exit fees or obligations) are displayed on Our website www.communitypower.ie or may be obtained by contacting Us, in accordance with Condition 17.
- 4.3. Unless your Tariff states otherwise, We are entitled to change the price of electricity or discounts charged by Us.
- 4.4. If We change Our Tariff or discounts, We will inform you of any change by at least two of the following methods; in writing, by e-mail, on your bill, by SMS or by notice in the national media or on our website at least 30 days in advance of any change coming into effect. Any such notice or advertisement will state the date on which the price change is effective. Should we not hear from you within this period, by continuing to receive the supply of electricity you will be deemed to have given your express consent to accepting this change and that you are happy for the Contract to continue on the same terms and conditions, subject to the price or discount change. Otherwise, you may express your right to terminate the contract as per Condition 12.

- 4.5. If your contract provides for future changes in tariffs or discounts, those will be clearly indicated on your bill, together with the date on which the change will take place and the explanation of the method of application.
- 4.6. If you have a smart meter, you can choose our smart tariff known as the Community Power Standard Smart Tariff (SST) or any additional smart specific time of use smart tariffs which we may offer over time. All smart tariffs are available on our website www.communitypower.ie
- 4.7. If you have a smart meter installed but choose not to avail of the Community Power SST, you will continue to be provided with electricity under the contract and tariff that you signed up to *Community Power* with.
- 4.8. The Community Power SST supports both half hourly data flow frequency and three register read (day, night, peak) data flow frequency. The unit rate for the SST, irrespective of data flow frequency option is the same. Features of the SST will differ depending on the data flow option selected and or supported by ESBN and the communications capability.
- 4.9. If the communications capability indicated by ESBN is not sufficient to support half hourly data flow frequency, you will only be able to avail of the SST under a three register (day, night, peak) data flow frequency option.
- 4.10. If you signed up to the CP SST with a half hourly data flow frequency but no longer wish for your half hourly data to be processed, we will retain you on the Community Power SST but request ESBN to move you to a three register (day, night, peak) data flow. The term and conditions of your contract will remain.
- 4.11. If you signed up to the CP SST with half hourly data flow and your communications capability degrades, ESBN will advise us accordingly. We will be required to change your data flow frequency option to a three register (day, night, peak) to support accurate billing but you will be able to remain on the CP SST. We will advise you before we make the change and advise ESBN.
- 4.12. If you signed up to the Community Power SST which meant a move from your existing 24 hour meter configuration (MCC01) to either MCC16 (three register data flow) or MCC12 (half hourly data flow), you will not be able to revert back to a 24hour tariff (MCC01). The only circumstance when you will be able to revert back to MCC01 is during a switch to us when you cancel during the cooling off period and revert back to your previous supplier. If *Community Power* offers a 24 hour tariff which supports half hourly or three register data flow frequency, you will be able to move to this tariff.
- 4.13. The half hourly data flow supports additional features such as access to half hourly data on our website in a downloadable file format. If you move to a three register data flow frequency, you will not receive data in this file and potentially other product features will be disabled.
- 4.14. All changes in data flow options will be performed in line with month end billing.
- 4.15. If you receive a smart metering primer notification from us, you will be entitled to change your tariff to our Community Power SST. We will make the tariff change at the end of a billing period.
- 4.16. *Community Power* will provide a secure, self service function where half hourly data can be downloaded via the community Power website. The facility is available to consumers who have opted for half hourly data flow frequency. The file will display up to a maximum of 2 years worth of historical half hourly data or half hourly data for the period up until you joined *Community Power* if less than 2 years. You are also entitled to request up to 2 years worth of half hourly data directly from ESB Networks.

- 4.17. You may get advice from Us on choosing a Tariff but You are responsible for making the decision on what Tariff best suits Your needs. In the event that You have chosen the incorrect Tariff for You, We will not be held accountable for this or any charging that has occurred due to Your incorrect selection.

5. Payment of Account

- 5.1. You must pay Us the cost of the electricity consumed at the Premises, or for any bill which is based on an estimated Meter reading during the billing period (plus VAT), and any other taxes or charges which may be applicable to the Price Plan You have chosen.
- 5.2. Unless we have agreed otherwise, every bill, including a bill based on an estimated meter read, is payable on the date specified in the bill.
- 5.3. You must also pay us for any amount specified on the bill for other services that we have agreed to provide to you.
- 5.4. You must pay Us for any Siteworks that We or You have requested to be carried out at Your premises and for which We have been charged by ESB Networks. This includes (but is not limited to) the de-energisation or re-energisation of the Meter.
- 5.5. Your liability to pay for the electricity used at the Premises (plus VAT) together with any supply charges which may be applicable to the tariff you have chosen and any amount specified on the bill for other services that we have agreed to provide to you continues until all sums due are discharged by you.
- 5.6. You must pay Your bill to the specific payment conditions of Your Tariff. If you pay us by direct debit, We reserve the right to change our direct debit collection date and We will notify you in advance of doing this.
- 5.7. If you receive a discount from us for paying by a particular payment method, then you must continue to pay by this payment method in order to maintain your discount.
- 5.8. All sums due to Us under the Contract must be paid without deduction or set-off. If You do not pay Us any sum due under the Contract You may be liable to pay us a late payment fee or interest from the due date at a rate equal to 3% above EURIBOR, accruing on a daily basis until payment is made.
- 5.9. If You do not pay your bill on or before the due date, and We incur charges in relation to collecting overdue payment, these charges may be applied to your account. Such costs include, but are not limited to, where the bank rejects a direct debit due to insufficient funds; the bank returns an unpaid cheque, or any third party costs that We incur in collecting the overdue payment from You.
- 5.10. If any of your direct debit payment are returned by your bank as being unpaid, You agree and acknowledge that We will be permitted to make representation to your bank for the amount of the unpaid direct debit within 7 days of the notification of return by Your bank.
- 5.11. If you have a *Community Power* Electricity account with us at this or other premises, we may transfer any credit or debit between your accounts in order to recover any money you owe us.
- 5.12. Further information on billing and payment options can be found in our Code of Practice on Billing and disconnection which can be found on our website.

6. Security Cover

- 6.1. CP may request a security deposit (such as a cash deposit) from you in advance of the provision of the Energy supply.
- 6.2. Our decision to request a security deposit is taken on an account by account basis and can be influenced by security requirements and Your credit history. The value, form and duration of the security requirement is based on all information available to Us at the time of the decision.

- 6.3. Any Security cover provided to Us which is in the form of a cash deposit will be repaid to You when You close Your account provided all sums due have been paid, or after a certain period (not more than twelve months) provided You have satisfied Our payment terms on a continuous basis, whichever is the earliest.
- 6.4. In the event that CP's credit terms are not met after one-year CP will continue to hold the security deposit in respect of your account. In this instance, CP will inform you of the steps which must be taken to satisfy CP credit terms so that the security deposit will no longer be required.
- 6.5. We may also request a security deposit from you at any time during the supply of Electricity to you if you fail to pay or are late in paying any amount due to us.
- 6.6. In addition to any rights We may have under this Contract, any security deposit held may be used to offset any unpaid monies due to us.

7. Access and Siteworks

- 7.1. All equipment and installations from the distribution network, up to and including the Meter belong to ESB Networks and must be used in accordance with ESB Networks instructions and terms and conditions. We have no responsibility for maintaining the Meter or any metering equipment.
- 7.2. You agree to be bound by any conditions given to you by ESB Networks or by us on behalf of ESB Networks regarding your Electricity Connection and any related matters. These are available from their website at www.esb.ie/esbnetworks, by phone at 1800 372 757 or by email at esbnetworks@esb.ie.
- 7.3. You are always responsible for having due care towards the Meter. You will not interfere or allow any interference with the Meter, whether for repairs or for any other purpose without ESB Network's consent and shall notify ESB Networks and/or Us promptly of any defect in the Meter or if any alteration or other attention is required.
- 7.4. You may request ESB Networks to carry out Siteworks at the Premises.
- 7.5. We may request that Siteworks are carried out at the Premises such as de-energisation, re-energisation or servicing of the Meter.
- 7.6. You are responsible for all costs (including VAT) associated with the Siteworks. This includes any costs incurred as a result of the cancellation of the Siteworks by you or because of your default. You are also responsible for any fees payable where ESB Networks visits the Premises to carry out the Siteworks at a time agreed with you but is unable to do so due to your default.
- 7.7. ESB Networks (and when appropriate we) will inform you at the time that you request the Siteworks of the cost and payment terms of the Siteworks including who will invoice you for those services.
- 7.8. You must allow ESB Networks and its contractors, sub-contractors and their employees, servants or agents safe, free and unrestricted access to the Meter and, if required, safe, free and unrestricted admission to the Premises at all reasonable times. This includes (but is not limited to) reading, inspection, repair and removal of the Meter and any other Siteworks that you request ESB Networks to carry out at the Premises.
- 7.9. You must allow ESB Networks access to the Premises or Meter at any time in the case of any electrical emergency.

8. Special Services Customers and Priority Support Customers

- 8.1. We will provide certain services, upon request, to our customers who require special services or priority support in relation to their electricity usage. Information on these services, and how to access them and register, is available in our Code of practice on vulnerable customers which can be obtained by contacting us in accordance with clause 17.

9. Change of Supplier and Debt Flagging

- 9.1. There is no charge for changing electricity suppliers.
- 9.2. If you switch to another supplier, your account with Us will be closed only when the new supplier starts to supply you.
- 9.3. Switching from Us to another Supplier - If You are found to be in breach of approved debt thresholds should You choose to switch Your account away from Us to another licensed energy supplier a debt flag will generate on Your account at the point of switch. This debt flag will notify the acquiring supplier of this breach and allows the acquiring Supplier to abstain from processing the Switch. The approved debt thresholds are as published from time to time by the Regulator.
- 9.4. Switching from another Supplier to Us - When your request to switch to Us is processed, your current supplier will notify us if you are in arrears for more than levels set for all customers by the Regulator. If we decide not to carry out the switch because of arrears, we will advise you in writing.

10. Electricity Emergency

- 10.1. ESB Networks operate the Emergency Response Service on behalf of all electricity customers. The 24-hour telephone number is 1800 372 999.
- 10.2. In the event of and for the duration of an electrical emergency:
 - i. we may at the request of the emergency response service or ESB Networks discontinue the supply of electricity to the Premises; and
 - ii. you must refrain from using electricity immediately upon being told by us or ESB Networks that you should do so.

11. Liability and Force Majeure

- 11.1. Neither Us nor You shall be liable to the other for any failure to perform its obligations under this Contract 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 Contract.
- 11.2. We will not be responsible for any loss or damage sustained by you in respect of any failure by us to supply electricity as a result of our inability to secure a supply of electricity, industrial action, breaks or defects in mains, or any other reasonable cause outside our control.
- 11.3. We will not be liable to You under this Contract in contract, tort (including negligence) or otherwise for any indirect damages or economic loss, any loss of revenue, business, contracts, predicted savings or profits.
- 11.4. You accept liability for the care and maintenance of the Appliances and associated wiring at the Premises.

- 11.5. We accept no liability arising in relation to your Appliances, the associated wiring or the maintenance of the Appliances or associated wiring.
- 11.6. We will not have any liability howsoever arising in respect of, or in connection with, any failure of the services provided by ESB Networks, your Electricity Connection or any Siteworks.
- 11.7. Nothing in this Clause 11 shall release you from your obligation to pay the Charges in accordance with Clause 5.
- 11.8. If any exclusion or other condition in this Contract 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.

12. Termination

- 12.1. This Contract will continue until terminated by either you or us in accordance with clause 12 (this clause).
- 12.2. You can terminate this contract:
 - i. If You are moving Premises and/or no longer wish to keep Your electricity account open You must give Us seven (7) calendar days notice in advance of Your leaving the premises (or as otherwise agreed by us) by telephone or by writing to Us (in accordance with Condition 17) and pay the amount due for all electricity used up to the date of such termination and for any other charges and obligations in Your Tariff or services that We have agreed to provide to You under this Contract.
 - ii. Where you do not provide a reading or access to de-energise the premise, we will estimate the closing reading and any charges arising from this estimate must be accepted by you as the due amount on your final bill.
 - iii. Where the supply of electricity is withdrawn due to your default, you will pay us all expenses incurred and the cost of supply withdrawal and subsequent reconnection, if any, in line with regulated charges and codes of practice.
 - iv. In the event of your death, your personal representative will be liable for any continued supply of electricity to the Premises until a new contract is entered into for the supply of electricity to the Premises or until this Contract is terminated.
 - v. If you do not wish to agree to notified changes, or modified contractual conditions, from the 30-days notice You may express your right to terminate the contract when the notice is given.
- 12.3. We may terminate this Contract under the following circumstances with notice:
 - i. On giving you three months notice in writing where the continuation of the supply of electricity to your Premises is no longer economically viable.
 - ii. If you have not paid any monies due by you under this Contract and we have followed our policy in our Code of Practice on Billing & Disconnection in attempting to recover these monies.
 - iii. You do not agree to a payment arrangement; break an agreed payment arrangement; or you have not paid a security deposit when requested by us to do so.
 - iv. We have good reason to suspect fraud or money laundering; you gave us false or misleading information or; you are subject of insolvency or bankruptcy proceedings.

- v. Your installation or use of electricity interferes with ESB Networks or disturbs other customers.
 - vi. You do not meet all of Your obligations under these conditions or the Connection Agreement, and fail to put things right.
 - vii. You extend the supply to someone else who We consider to be a separate customer.
- 12.4. We may terminate this contract without notice under the following circumstances;
 - i. If the emergency response service or ESB Networks inform us that there is risk of injury to persons or property.
 - ii. If we consider that there is any risk of injury to persons or property by reason of any defects or suspected defects in the electrical network, meter installation, or your internal installations up to and including the Appliances.
 - iii. If we no longer have a license to supply to your property.
 - iv. If the Regulator has given direction to the Supplier of Last Resort to supply your property, the contract will end on the date the direction takes effect.

13. Complaints

- 13.1. You may make a complaint in relation to any issue arising under the contract by contacting Our Customer Experience Department in accordance with Condition 17.
- 13.2. Complaints will be processed in line with Our Code of Practice on Complaint Handling which can be found on our website.

14. Variation of General Conditions

- 14.1. We may amend, vary or add to these Conditions at any time on giving You thirty days (30) written notice in advance of those changes taking effect unless You have signed up for a more flexible arrangement with us
- 14.2. Material changes or intention to modify contractual conditions will be notified to you by at least two of the following methods:
 - i. On the CP website www.communitypower.ie
 - ii. On your bill
 - iii. By email
 - iv. By letter
 - v. By way of public notification through mass media.
- 14.3. If any variation, addition or amendment is unacceptable to you, you may end the Contract in accordance with Condition 12 otherwise by continuing to receive the supply of electricity, you will be deemed to have expressly consented to accepting the new Terms and Conditions and these will become effective 30 days after we have served the notice of variation/addition/amendment.
- 14.4. The revised Terms and Conditions shall be displayed on our website or may be obtained by contacting us in accordance with Condition 17.





15. Assignment

- 15.1. You may not assign this Contract without our consent.
- 15.2. We may, without your contract, assign or transfer all or any part of our rights and subcontract any of our obligations under this contract to a party that holds the necessary authorisation(s).
- 15.3. On such assignment or transfer, we may handover your security deposit and any interest in same to the party mentioned in (b) or refund it to you.

16. Notices

- 16.1. All notices and communications concerning this Contract will be in writing in the English language
- 16.2. We will have given you proper notice:
 - i. If we send the notice by post to your last known address on the second day after the date it was posted; or
 - ii. If we address the notice to some or all customers in an advertisement in a national newspaper. Notices may be included in any other communication we send you or
 - iii. If delivered by electronic mail, at the time that the sender's computer generates a message stating that the e-mail has been received.
- 16.3. You have given us proper notice if you send the notice by post address to us at our main office in accordance with Condition 17.

17. Contact Details

- 17.1. Our Customer Service Department may be contacted:
 -  info@communitypower.ie
 -  +353 67 56005
 -  25 Quintin's Way, Nenagh, Co. Tipperary
 -  www.communitypower.ie
- 17.2. This contact information may be amended or varied from time to time. The up-to-date information in this regard will be displayed on our website and on your bill.

18. Community Power Codes of Practice & Customer Charter

- 18.1. CP has a Customer Charter which is approved by the Regulator and sets out Our commitments to you in relation to levels of service that you can expect from Us. The Customer Charter can be found on our website www.communitypower.ie or a copy can be posted to you upon request (see condition 17 for details on how to contact us). If we fall in our commitments to you, you may be entitled to compensation.
- 18.2. CP has Codes of Practice which set out the services we provide and the levels of service you can expect from us. Our Codes of Practice cover the following areas:
 - i. Marketing and advertising
 - ii. Sign Up
 - iii. Customer Billing and Disconnection
 - iv. Vulnerable Customers
 - v. Complaint Handling
 - vi. Smart Metering

19. Data Protection Notice

- 19.1. In order that we may provide you with an effective service, and to comply with our legal obligations, it is necessary for Us to collect and use data relating to you ('Personal Data'). This includes Your name, address and contact details, information relating to your consumption of electricity and billing and payment data. Where appropriate, we may also hold information supplied by You, such as answers to security questions, bank account/credit card/debit card details and/or information relating to special circumstances you may have.

- 19.2. You agree to allow us to process your half hourly data by selecting a product which requires half hourly data processing. We will advise you of this when you sign up to *Community Power*.
- 19.3. *Community Power* will advise ESNB of your data flow frequency preference and ESNB will configure the meter accordingly allowing the data to flow to Us.
- 19.4. We will process your HH data by using it to bill you accurately, measure your usage, manage your account, provide our customer service and support and to provide you with the half hourly downloadable file on our website. All processing detailed is necessary to perform our obligations under our contract with you.
- 19.5. We will use your HH data for analysis, research, tailored product and service development, cost reductions and energy efficiency insight as we have a legitimate interest to do so.
- 19.6. If you no longer wish for your half hourly data to be processed, you will need to change products to the Community Power SST three register read data flow frequency. You will no longer receive Half hourly interval data through our website as well as all product features provided by processing of interval data will cease.
- 19.7. Where you switch electricity supply to Us from another supplier, we may receive details of Your account history from that supplier.
- 19.8. 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.
- 19.9. We may disclose your data to agents contracted to us and who may act on Our behalf or provide service to you on Our behalf. Such agents are permitted to use your data only as instructed by us. We are responsible for ensuring that those agents handle and protect your Personal Data to Our standards.
- 19.10. Your personal information may be transferred to the ESB Networks for the purpose of maintaining and operating supply to your premises.
- 19.11. In the event of a supplier default, your personal information may be transferred to a Supplier of Last Resort following a direction from the Regulator. This includes any requirements which apply to customers in relation to safety or network related activity.
- 19.12. Your legal rights in relation to Personal Data that we hold will be honored and include:
 - i. Access to, and copies of, the Personal Data we hold about you. Access requests must be in writing and directed to Us in accordance with condition 17.
 - ii. Correction of any Personal Data which is inaccurate.
 - iii. Deletion or erasure of Personal Data that we no longer require.
- 19.13. In order to protect your privacy, you may be asked to provide us with suitable proof of identification.
- 19.14. We will keep your data for a reasonable period after you cease to be supplied by us but will not keep it for any longer than necessary and/or as required by law.
- 19.15. From time to time, you may speak to our employees (or agents acting on our behalf) by telephone. To ensure that we provide a quality service, your telephone conversation may be recorded. We will treat the recorded information as confidential and it will only be used for training/quality control, account management and customer satisfaction purposes or any other purposes mentioned in this notice.
- 19.16. Where the law requires, we may disclose Your Personal Data to authorities such as An Garda Síochána or Local Authorities.

19.17. Please see our privacy statement for further details of how we process your Personal Data, in accordance with our obligations under the Data Protection Legislation. Our privacy statement is available online at <https://www.communitypower.ie>. We may update this statement from time to time and any changes will be notified on our website or within the document change control.

20. Marketing

- 20.1. We, and/or agents acting on behalf of us may contact you by text message, email, post, telephone or in person with information about products or services (relating to electricity or other products and services, including those offered by third parties) which may be of interest to you.
- 20.2. If you wish to opt out of receiving information mentioned above, please contact us in accordance with Condition 17.

21. Deemed Contract

- 21.1. A 'Deemed Contract' means a legally enforceable contract considered to have been made between CP and the owner or occupier of the Premises. A Deemed Contract is considered to have come into existence because the owner or occupier did not inform CP that he or she continued to use the Energy supplied to the Premises 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.
- 21.2. The Deemed Contract will be between us, CP, and you, the owner or occupier of the Premises. The Deemed Contract will start on the date when you begin to take a supply of electricity in the absence of a contract for supply and shall end on the date on which we, another customer or another supplier is registered with the MRSO and/or GPRO as the supplier of the Premises or on the date on which we cease to supply the Premises, whichever is the earliest.

21.3. If you are being supplied under a Deemed Contract:

- i. we will send you a notice informing you of this and advising you that you are liable to pay for any electricity consumed under a Deemed Contract; and
- ii. our standard Conditions of Supply for Domestic Customers will apply to you.
- iii. you will be charged our standard electricity tariff (which shall include applicable charges, taxes and levies) for domestic customers for any supplied. Our standard electricity tariff is published on our website at www.communitypower.ie or can be obtained by calling us on 067 56005
- iv. you are free to enter into a contract of supply with us or with another energy supplier.
- v. we will issue bills to your property based on actual or estimated meter reading which you are liable to pay.
- vi. the premise which is being supplied under a Deemed Contract is at risk of disconnection.
- vii. you will be bound by ESB Networks General Conditions for Connection to the Distribution system for customers with a connection of less than 100kVA (if you are being supplied with electricity under a Deemed Contract).

22. General

- 22.1 The headings in these Conditions are for convenience only and will not affect their interpretation.
- 22.2 If we waive a breach of the Contract by you, that waiver shall not be considered to be or include a waiver of any subsequent breach by you of the same or any other provision.
- 22.3 If a competent authority determines that any provision of these Conditions is invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected by that determination.
- 22.4 The Contract shall be governed and construed in accordance with the laws of Ireland and the courts of Ireland and the parties accept the non-exclusive jurisdiction of the courts of Ireland.



Templederreen Renewable Energy Supply Ltd. t/a Community Power
25 Quintin's Way, Nenagh, Co. Tipperary

Tel: +353 (0) 67 56005 | Website: www.communitypower.ie | Email: info@communitypower.ie

Company Reg No: 477115 Vat No. 1113692BH | Date of CRU approval 02.11.2020