



**COMMUNITY  
POWER**

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

# General Terms and Conditions of Electricity Supply for SME Business Customers

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## SECTION 1 - Definitions

**“Agreement”** means this agreement for the supply of electricity including the application signed by You in person or any application agreed by You online, by telephone or received by email. If You occupy a Property: If You consume electricity on the property, then this agreement governs Our relationship too. Refer to Section 22 for Deemed Contract. The ‘agreement’ may also include specific additional terms for specific offerings.

**“Arrears”** means an overdue payment that has not been paid by the customer or on an account.

**“Billing Period”** means a period of one month in respect of which We will issue invoices to You under this Agreement.

**“Balancing Market”** or **“BM”** has the meaning given to such term in the Trading and Settlement Code.

**“Connection Agreement”** or **“SCA”** or **“Standard Connection Agreement”** means the agreement entered into between the Customer and the DSO setting out the terms on which the Premises may be connected to the Distribution System.

**“Commencement Date”** or **“Supply Commencement Date”** means the date on which the MRSO notifies Us that We are the registered Supplier, and We begin supplying the property under this contract. It also represents the start of any term within the contract.

**“Communications Capability”** means the ESNB data item ‘Communications Technical Feasibility’. Means the signal strength of a smart meter as determined by ESB Networks; this value is used to determine the feasibility of data flow options.

**“Commitment Date”** means the date on which the quote detailing the tariff and price plan is agreed to through signature or email confirmation by the customer. The Commitment Date may be well in advance of the Supply Commencement date or Commencement Date.

**“Community Power”** or **“We”** or **“Us”** or **“Our”** means Templederry Renewable Energy Supply Limited trading as *Community Power*, a company incorporated in Ireland with registration number 477115 and registered office at 25 Quintin’s Way, Nenagh, Co. Tipperary and includes its successors, assigns, designated third parties, 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 online application, signature, or email confirmation by You, as well as our terms and conditions or any additional terms and conditions that apply to the tariff or product You have chosen.

**“CRU”** means the Commission for Regulation of Utilities established pursuant to section 8 of the Act or any successor entity with respect to those obligations from time to time.

**“Customer”** or **“You”** means the person or company, who has entered into the Agreement; Where you are more than one person or entity, each person or entity is jointly and severally liable for your obligations under the Agreement.

**“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 meter category code (MCC).

**“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.

**“Day Ahead Market”** has the meaning given to the term Day-ahead Auction in the SEMOpX Rules.

**“De-energise”** means the taking of any steps whereby no electrical current can flow through the Meter.

**“Deemed Contract”** means a contract for the supply of electricity that is deemed to exist between the Supplier and the Customer under Section 16A of the Energy (Miscellaneous Provisions) Act 1995 (as amended by the Energy (Miscellaneous Provisions) Act 2023).

**“Distribution Services Operator”** or **“DSO”** means ESB Networks.

**“Early Exit Fee”** means an amount calculated based on your aggregated consumption at point of termination along with loss of profit, opportunity, and administrative charges. The Supplier’s Early Exit Fee policy is available upon request.

**“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.

**“Energy Rate”** means the wholesale energy price to be paid for each unit of electricity supplied. The wholesale energy rate is dependent on the energy market in which pricing has been agreed (Balancing market or Day Ahead Market).

**“Interval”** means consumption data recorded at set time periods. In the context of smart metering, interval refers to half hourly data. For larger commercials QH or quarter hourly, refers to an interval based on every 15 minutes. 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.

**“License”** means the License to supply electricity granted to Us by the regulator to supply electricity.

**“Market Change”** means any change to the Single Energy Market (SEM), Trading and Settlement Code (TSC) or any other Applicable Legal Requirements which has a material effect on the Agreement or the parties to the Agreement.

**“Non-Energy Rate”** means the price to be paid for network and other ancillary charges related to your supply of electricity and charged on a per unit basis. This includes Network charges such as DUOS and TUOS, Market charges and Levies and Taxes. This price is subject to change at the discretion of the CRU and any changes may, at the Supplier’s discretion, be passed through to the Customer.

**“Non-Interval”** means data is not recorded and collected over specified time periods. [The meter is read on a time and date; the read is then reported to facilitate the billing cycle for that period of consumption].



**“NQH”** means Non-Quarter Hourly metered (i.e., where meters are read manually or estimated by ESB Networks).

**“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. 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.

**“MIC”** Maximum Import Capacity is the maximum amount of electricity, expressed in kVA (kilo Volt Amps), that will be supplied to You at the point of Supply. [If the customer load exceeds their MIC then they are not guaranteed a supply within the quality of supply standards.]

**“MPRN”** Meter point reference number is the unique identifier code for the meter.

**“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.

**“Pass Through tariff”** means a price plan where all energy costs are passed through to the Customer. The nature of a pass-through tariff means the wholesale energy rate varies/changes continually throughout the billing period reflective of the wholesale energy market. The costs to be passed through to the Customer include but are not limited to:

- Network costs (distribution and transmission use of system charges)
- Market Charges (capacity, market operator, currency, imperfections charges)
- Wholesale “energy rate” (cost of electricity in the balancing, day ahead or intraday markets for a particular time period)
- Levies/taxes (PSO, electricity tax)
- Management fee

Each monthly bill will include a different KW/h energy rate for the energy consumed within the billing period as well as the full pass-through charges as detailed above. The KW/h energy rate displayed on your monthly bill encompass all charges detailed above with the exception of Levies/Taxes which will be displayed separately. All risk and or reward is passed through to the customer.

**“Point of Supply”** means the point shown on the Connection Agreement, or in an application to supply at a specific point, where energy may flow between the local Distribution System or Your installation.

**“Price Plan”** means the offering made available by Us to you.

**“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.

**“QH”** means Quarter Hourly Metered (i.e., where consumption is recorded for every quarter hour period and this data is remotely retrieved and validated by ESB Networks).

**“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 shared with you in the quote and confirmed price plan.

**“Trading and Settlement Code”** means the Trading and Settlement Code for the SEM in Northern Ireland established pursuant to section 23 of the Northern Ireland (Miscellaneous Provisions) Act 2006 and the Electricity (Single Wholesale Market) (Northern Ireland) Order 2007, and in Ireland established pursuant to section 9BA(1) of the Act and as designated pursuant to regulations made under section 9BA(2)(a) of the Act, including the appendices and agreed procedures as amended from time to time or otherwise modified in accordance with the Trading and Settlement Code.

**“Use of System Charges”** (or Pass Through Charges) means any application of third-party costs or charges relating to the supply and distribution of electricity to Your Point of Supply, including, without limitation, transportation, and distribution use of system charges.

**“You”** or **“Your”** means the Person or Company who has entered into this Agreement.

## SECTION 2 – Connection Agreement

- a) The Contact Agreement Date is deemed as the date on which the customer signs up to the agreement with *Community Power*
- b) It is a condition of this Agreement that at all times You have a Connection Agreement with the DSO for the Point of Supply and comply with its conditions.
- c) The characteristics of the supply will be in accordance with the Connection Agreement and the terms of this Agreement, for the duration of this Agreement, notwithstanding the existence of any other supply agreement.
- d) If You have taken over a premises that was previously supplied in the name of another customer with a Maximum Import Capacity (“MIC”) of less than 100kVA and You do not have a Connection Agreement, ESB Networks may deem the previous customer’s MIC and connection agreement as applying to You, and You must comply with all the conditions of that connection agreement. If the MIC applying to the previous customer at the Premises was greater than 100kVA, You must apply to ESB Networks for a Connection Agreement in Your own name.
- e) You may obtain a copy of the standard Connection Agreement conditions from ESB Networks.

## SECTION 3 – Commencement Terms

- a) For new customers, the ‘Commencement Date’ shall be the date on which the Meter Registration System Operator (MRSO) advises that we are the registered supplier of the customer MPRN. The term of the agreement begins from the Commencement Date.
- b) Where this Agreement is for a fixed term, it shall continue until the termination date or to the expected end date as per the Agreement, whereafter the Agreement will automatically extend for successive periods of 12 months (at a price advised by Us) unless and until terminated by either Party in accordance with the terms of this Agreement.
- c) It is a pre-condition of supply that the Customer satisfies a credit check (at the sole discretion of *Community Power*).
- d) Payment of security deposit per section 8 is a condition of Supply commencement.

- e) Provision of a direct debit mandate is a condition of Supply commencement.

## SECTION 4 – Limitation of Demand

- a) You are not entitled to take electricity through the Point of Supply in excess of the Maximum Import Capacity (MIC). If You do, you shall pay to Us any additional costs, including additional Use of System Charges, losses or expenses incurred by Us in providing the additional electricity.
- b) Queries or disputes in relation to the MIC agreed between You and the DSO shall not affect Your obligations under this Agreement.

## SECTION 5 – Metering and Billing

- a) The electricity supply will be measured by the Meter. The metering equipment installed is maintained by ESB networks. ESB Networks staff, its agents or contractors will take a meter reading four times a year to ensure Your electricity usage is recorded correctly. There will be two planned estimates per year.
- b) When Your Meter is not read, estimations of Your electricity consumption may be made by ESB Networks. An estimated meter read will be calculated based on prior electricity usage at the Property, the time of year and the nature of the Property.
- c) If the meter at the site is an ESBN Smart Meter it will be remotely read if CTF (comms Technically Feasible) is sufficiently strong. Where remote reading is not possible due to insufficient CTF, ESBN manual meter reading takes place per (a).
- d) ESBN is unable to take physical interval consumption readings from meters configured to record half hourly/ interval data. Interval metering only supports remote reading.
- e) We will regularly send Your bills for the electricity that You use. 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.
- f) 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*.

- g) If We have not been able to get a meter reading for any reason, We will use estimated readings. This estimate will be calculated by using the Estimate Usage Factor (EUF) assigned to your MPRN and supplied to Us by ESB Networks. The Usage Factor for a Time of Use is the value (in kWh) representing the estimated annual consumption for the Time of Use, effective for each day within the validity period of the Usage Factor assignment. You can also provide Us with Your own meter reading on the last day of each month through our website <https://communitypower.ie/submit-meter-reading> or by emailing [admin@communitypower.ie](mailto:admin@communitypower.ie). Readings submitted for Smart Meters cannot be processed by ESBN; these can only be handled by ESBN remotely per section d) above.
- h) 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 unauthorized 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.
- i) If your meter is a non-interval meter and read by ESBN every 2 months, *Community Power* will generate its own estimate for the intervening month to allow for monthly billing. This estimate will be calculated by using the Estimate Usage Factor (EUF) assigned to you MPRN and supplied to Us by ESB Networks.
- j) Any penalty charges incurred by the Supplier as a result of an act or omission of the Customer will be passed through to the Customer. Further information can be obtained in our "Code of Practice on Billing and Disconnection for Non-Domestic Customers" which may be obtained by contacting us in accordance with Section 18.
- k) 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 Section 18.

## SECTION 6 - Prices

- a) The prices offered by Us are governed by the tariff and price plan you have signed up to.
- b) *Community Power* offers variable non-domestic tariffs and a pass-through tariff.
- c) Variable Tariffs: If you have signed up to a variable priced tariff, we reserve the right to vary our rates following statutory communication per CRU

regulations. We will communicate with You about any changes to Your Price Plan, rates and the 'effective' from date. Contact Us as detailed in Section 18 for all applicable up-to-date tariffs and charges. You will be notified where We intend to change the tariff (unit rate) or modify contractual conditions, including 2-weeks' notice in advance of these changes taking effect. You will be informed about Your right to terminate the contract when the notice is given.

- d) Pass through Tariffs: Only customers with a QH meter can qualify for a pass-through tariff. A pass-through tariff provides all non-energy charges as pass through. This includes Wholesale and Market Energy charges, Market Operator charges, DUOS charges, TUOS charges and management fee. The CRU reviews all non-energy prices annually and any change will be passed through to the consumer if on a pass-through tariff. *Community Power* reserves the right to change the management fee and management fee structure once compliant with notifying the customer within regulated timelines.

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

- e) Prices are exclusive of VAT which shall be payable by You at the applicable rate.
- f) All Tariff offerings are Variable and subject to change per term c and d above.

## SECTION 7 - Payment of Account

- a) You must pay all Charges by the due date shown on Your bill. Your liability continues until all sums due to Us, as per this Agreement, are paid in Full.
- b) You must pay Us by Direct Debit or as otherwise agreed with Us.
- c) If You do not pay Your bill on or before the due date, and We incur charges in relation to collecting any 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.
- d) If any of Your direct debit payments 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.

- e) If any account is not paid in full by the due date, We shall be at liberty to withdraw or terminate any discounts that You are receiving. You will be given 7 days' notice of Our intent to do so.
- f) If any payment remains unpaid 14 days after due date, We may charge interest on a daily basis at the rate of three per cent (3%) above the then current European Interbank Offer Rate (Euribor).
- g) If You have a business account with Us for another property, We may transfer any credit or debt between Your accounts to recover any money You owe Us.
- (h) If you close your electricity account and there is a credit balance due to you this will be shown on your final bill. You must contact us to receive your credit. If any credit remains unclaimed for longer than one year, then we may remove this credit from your account.
- (i) A copy of our Code of Practice entitled "*Code of Practice on Billing and Disconnection for Non-Domestic Customers*" may be obtained by contacting us in accordance with Section 18.

## SECTION 8 – Security Deposit

- a) Sometimes We require security against future bills. It will depend on Your individual circumstances and Your credit history. We could ask that when You sign up to Us, You pay by Direct Debit and that You lodge a cash deposit.
- b) When a deposit has been requested, this security deposit shall be paid within 14 days and will be maintained for a period of 14 months. The security deposit will be refunded or credited to the next bill following satisfaction of credit terms for a continuous period of 14 month or You have closed Your account and all sums due have been paid.
- c) We may also request a security deposit from You at any time during the supply of Electricity to You in the event that You fail to pay or are late in paying any amount due to Us. Further details can be found in Our Code of Practice of Billing.

## SECTION 9 – Change of Supplier and Debt Flagging

- a) When You request to change supplier, Your current supplier will notify Us if You are in arrears for more than the levels set out by the Regulator. If We decide not to

proceed with the change of supplier request due to arrears, We will notify You in writing.

- b) If You are Our customer and You request to change to another supplier, and You have arrears greater than the levels set out by the Regulator, a debt flag will be raised to inform the other supplier.
- c) If You fail to provide a final meter read, an estimated read will be used to calculate the bill. Estimated reads may not be accurate due to the absence of historic usage information from the site. Once actual reads are presented You will be liable for any additional charges incurred by the site, including standing and network charges.

## SECTION 10 – Electricity Emergency

- a) ESB Networks operate the Emergency Response Service on behalf of all electricity customers. The 24-hour telephone number is 1800 372 999.

## SECTION 11 – Limitation of Liability and Force Majeure

- a) 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 an inability to secure a supply of electricity, industrial action, breaks or defects in mains, or any other reasonable cause outside Our control and/or event of Force Majeure.
- b) We will not be liable to You under the Agreement, tort (including negligence) or otherwise for any indirect or consequential loss or economic loss suffered by You as a result of the sale or supply of electricity or in connection with this Agreement.
- c) 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 Distribution Services.
- d) The Customer accepts liability for the care and maintenance of the electricity appliances and associated wiring at the Property.
- e) DSO installation must be kept at the site and used in line with the DSO's instruction. We will not have any liability for maintaining these installations.
- f) We accept no liability arising in relation to Your electrical appliances and associated wiring.
- g) Nothing in this Agreement will exclude or restrict Our liability for damages arising out of liability for death or personal injury arising from Our negligence.



## SECTION 12 – Termination

### a) General

- i. If You are moving out and no longer wish to keep Your electricity account open. You must give Us 28 calendar days' notice in advance of You leaving Your property (or as agreed by Us) by telephone or by writing to Us (in accordance with Section 17) and pay the amount due for all electricity used up to the date of the termination including any the charges or obligations as per Your Agreement.
  - ii. If on the date You want to terminate this Agreement, Your subsequent Supplier has not completed Registration for each Supply Point, the provisions of this Agreement will remain in force for any Supply Point which We are the registered Supplier.
  - iii. Where You do not provide a meter reading, or access to de-energise the property, We will estimate the closing read and any charges arising from the estimate must be accepted by You as the amount due on Your final bill. In the event that You cannot provide a meter reading, do not accept Our meter reading, or cannot provide ESB Networks access to the Property, You may be charged a special administration fee of €79 (plus vat) in order to close Your account.
  - iv. If Your price plan is for a fixed period, and during that fixed period another Supplier registers or attempts to register Your Point of Supply, then We may at Our discretion, either: Raise an objection to the Registration in line with industry rules or Re-register Your Point of Supply. Should You still wish to move to another Supplier, We may, at Our discretion, agree to the move provided that You pay Us a sum equal to Your average monthly usage, up to the end of Your fixed term to a maximum of 4 months.
  - v. 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.
- b) We may terminate this Agreement within 14 days' notice in writing if:
- i. You fail to pay any bills for the electricity We have supplied or any other amount under this Agreement for supply electricity.

- ii. You are in breach of any terms and conditions of this Agreement and/or the Connection Agreement and You fail to remedy such a breach within 14 days.
  - iii. You have not paid a security deposit as per Section 8(b).
  - iv. You, in Our reasonable belief, have made unauthorised use of electricity or committed theft of electricity.
  - v. You gave Us false or misleading information.
  - vi. You are the subject of insolvency or bankruptcy proceedings.
  - vii. It is not economically viable to continue to supply electricity to Your property.
- c) The Agreement may be terminated without notice in the following circumstances:
- i. If the emergency response service or ESB Networks inform Us that there is a risk of injury to persons or property.
  - ii. If We no longer have a license to supply Your property.
  - iii. 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.
  - iv. Our termination of the agreement may result in disconnection of the premises per section 13.

## SECTION 13 – Business Customer Disconnections

- a) As a minimum, we will issue you at least one notice in writing at least 5 working days in advance of requesting the disconnection of a Business customer.
- b) For SME customers you will be given 5 working days' notice prior to seeking disconnection in the event of no registered account holder as a result of vacancy of a site.
- c) For SME customers you will be given 5 days' notice prior to seeking disconnection for non-payment of account which overdue for a period in excess of 30 days from the issue date of the outstanding invoice. The above 5-day notice period does not apply to LEU who have individually negotiated contracts. LEU's who move out with no new user registering as the new account holder, or in the case of non-payment, we will pursue immediate disconnection of the site.



Where we are aware that a business customer has gone into liquidation or receivership, the notice period is reduced to 2 working days or whatever the contractual arrangements that exist between us and the customer are. This requirement does not apply to LEU who have negotiated contracts individually.

If requested by the Customer at any time, or if necessary for legal, technical, or operational reasons, the Supplier may procure the disconnection of the supply of electricity to the Premises.

Where the supply of electricity is de-energised due to the Customer's default, the Customer will pay the Supplier all expenses incurred by it and also the cost of re-energisation, if any.

Further information in relation to our policy and procedures for causing premises to be disconnected from the electricity network is set out in our Code of Practice on Billing and Disconnection for Non-Domestic Customers on our website.

## SECTION 14 – Complaints

- a) If You are unhappy with Our service, please contact Us, and We will strive to resolve the issue. If contracted service quality levels are not met by Us compensation and/ or refund arrangements may apply. See Section 18 for contact details.
- b) We have a *Code of Practice on Handling Complaints* so please contact Us to receive a copy and/or to initiate procedures for settlement of complaint.
- c) If You are still dissatisfied with the final response, You can contact the CRU on 1800 404 404 for an independent review of Your complaint.

## SECTION 15 – Variation of General Conditions

- a) 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.
- b) The Conditions can be found on Our website, or by contacting Us in accordance with Section 18.

## SECTION 16 – Assignment


- a) You may not assign this Agreement without Our consent.
- b) We may, without Your agreement, assign or transfer all or any part of Our rights and subcontract any of Our obligations under this agreement to a party that holds the necessary authorisation(s).


## SECTION 17 – Notices

- a) Written notice under this Agreement shall be given or sent by hand, a recorded delivery, and/or written letter sent by post to Your address, a note on Your invoice, an email or notice on Our website.
- b) Any notice given by post shall be deemed delivered after 5 days. A notice delivered by hand, email or published on Our website, shall be deemed to be served upon actual delivery or published provided that in the case of an email it was sent to the correct address and that no email transmission error was received.

## SECTION 18 – Contact Details

Templederry Renewable Energy Supply t/a Community Renewable Energy Supply

 25 Quintin's Way, Nenagh, Co. Tipperary, E45Y244

 +353 (0)67 56005

 info@communitypower.ie

 www.communitypower.ie

## SECTION 19 – Community Power Codes of Practice

Codes of Practice (COP) listed below and other policies including these Terms and Conditions of Supply can be posted upon request or alternatively, they can be found on Our website. Refer to Section 18 for details.

Codes of Practice (COP) include:  
Marketing & Advertising / Sign Up / Customer Billing & Disconnection / Complaint Handling / Smart services

## SECTION 20 – Data Protection Notice

- a) 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. In addition, data relating to You may be used for Our own business purposes which can include credit checking and market research. We may 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.
- b) 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.
- c) We may disclose Your data to agents who act on behalf of Us in connection with activities referred to above or for any safety related activity and/or by the Distribution Services for planned outage notification. Such agents are permitted to use Your data only as instructed by Us. They are also required to keep Your data safe and secure.
- d) 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.
- e) You have the right to ask for a copy of Your personal data (We are entitled to charge a nominal fee for this). If You wish to avail of this right, You should submit a written request in accordance with Section 18.
- f) In order to protect Your privacy, You may also be asked to provide Us with suitable proof of identification.
- g) If any of Your details are incorrect, please let Us know and We will amend them.
- h) In the event of a market failure involving a supplier default, Your personal information may be transferred to a Supplier of Last Resort following a direction from the Regulator.

## SECTION 21 – Marketing

- a) 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.

- b) If You wish to opt out of receiving information mentioned above, please contact Us in accordance with Section 18.

## SECTION 22 – Deemed Contract

- a) A Deemed contract will be in place where Your property is no longer subject to a contract for supply of electricity by *Community Power*.
- b) A Deemed contract will start on the date You take electricity supply from *Community Power*.
- c) The terms of a Deemed Contract constitute an agreement between You and *Community Power*.
- d) Customers supplied under a Deemed Contract are free to enter into a contract of supply with *Community Power* or with another supplier.
- e) The Deemed contract will continue until You enter into a new contract with *Community Power* or another supplier.
- f) We will issue You with bills to Your property based on actual or estimated meter readings for which You are liable to pay.
- g) Your property is at risk for disconnection while subject to a Deemed Contract.
- h) A property supplied under a Deemed Contract is subject to the Standard Connection Agreement with ESB Networks.

## SECTION 23 - Severance

- a) If areas of this agreement are deemed to be unlawful, unenforceable, or void by an appropriate authority, the agreement will remain in full force and effect as if the area were not present. Any such area will be negotiated in good faith between the parties to be mutually accepted. If the deleted areas effect the purpose of the agreements either party may terminate the agreement.

## SECTION 24 - Legal rules and Codes

- a) We will comply, and You are required to comply, with the provisions of the relevant industry codes of practices and statutory instruments, orders, and regulations, including but not limited to, as set out under Transmission, Distribution, Trading and Settlement Codes and pertinent orders as required.





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