



GLOWPOWER LIMITED

GENERAL TERMS & CONDITIONS

TABLE OF CONTENTS

- 01. DEFINITIONS**
- 02. ABOUT THIS AGREEMENT**
- 03. WHEN THIS AGREEMENT STARTS AND ENDS**
- 04. THE TRANSFER PROCESS**
- 05. YOUR RIGHT TO END THE AGREEMENT**
- 06. TERMINATION OF THIS AGREEMENT**
- 07. WHAT HAPPENS WHEN THIS AGREEMENT ENDS?**
- 08. CHANGE OF SUPPLIER**
- 09. CHANGING PRICING AND THIS AGREEMENT**
- 10. WHAT YOU HAVE TO PAY**
- 11. PRICE AND PLAN INFORMATION**
- 12. PAYMENT OF ACCOUNTS**
- 13. YOUR CREDITWORTHINESS**
- 14. SECURITY DEPOSITS**
- 15. METERING & TARIFFS**
- 16. EMERGENCY**
- 17. LIABILITY & FORCE MAJEURE**
- 18. EVENTS BEYOND YOUR OR OUR CONTROL**
- 19. ASSIGNMENT OR NOVATION**
- 20. MARKETING**
- 21. NOTICES**
- 22. CUSTOMER SERVICE AND COMPLAINTS**
- 23. DEEMED CONTRACT**
- 24. CUSTOMER CHARTER**
- 25. DISCONNECTION AND RECONNECTION**
- 26. VULNERABLE CUSTOMERS**
- 27. DATA PROTECTION**
- 28. ANNUAL STATEMENT**
- 29. CONTACT DETAILS**

01. Definitions

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

Agreement Terms means the terms and conditions in this document.

Assignment means Our entitlement as an electricity supplier to transfer or novate this right to a third party to perform Our obligation as an electricity supplier.

Billing Period means any period for which a bill is or maybe issued.

Business Customer means a Customer who is not a Residential Customer.

Business Day means a day that is not a Saturday, Sunday or public holiday in the capital city of the State or Territory of your Supply Address.

Charges means the charges and fees described or set out in the Agreement , including the Tariff, standing charges, Pass Through Charges and other service charges and levies together with Value Added Tax (“VAT”) thereon

Connection Agreement means an Agreement with the relevant system operator where You have the right to stay connected to the electricity distribution system in accordance with the terms and conditions outlined in that Agreement.

Due Date means the date you must pay your bill by which is set out on the bill or such other date as we agree with you.

Electricity Plan means any document titled ‘Electricity Plan’ and provided to you with these Agreement Terms . The Details section indicates which Energy Plan, if any, is part of this Agreement at the Acceptance Date.

Electricity 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;

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

Energy means electricity and/or gas, as applicable.

Force Majeure means any event or circumstance which is beyond the reasonable control of a Party and which results in or causes the failure of that Party to perform any of its obligations under the Agreement, provided that lack of funds shall not constitute

Last Resort Event means an event or circumstance that triggers the operation of the retailer of last resort scheme in relation to us under the Regulatory Requirements.

Laws means all applicable laws, legislation, statutory instruments, directives, regulations, requirements, instructions, orders, directions, rules or otherwise of the Regulator or any competent authority of a national or EU character, together with all applicable codes, industry agreements or licence conditions, and “Law” shall mean any one of them.

Length of Agreement means the term or duration of the Agreement, which will be notified to you at the time of the Agreement;

License means the License to supply electricity granted to us by the Regulator to supply electricity;

Meter means the electricity meter and related fittings and wires installed by ESB Networks for the purpose of 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 ESB Networks which maintains the register of all electricity meter points in Ireland;

Pass Through Charges means any applicable third party costs, charges, tax, duty, levy, tariff or any government or Regulator approved imposed charge relating to the supply and distribution of Energy to the Supply Points including without limitation, transportation and distribution use of system charges by the **ESB Networks** and VAT.

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 electricity distribution system and your installation.

Premises means the Premises specified in the application for electricity supply completed by You or such other Premises as may be notified by You to Us and accepted by Us from time to time..

Price Plan means our list of current prices and the pricing structure applicable to each

Vulnerable Customer means a household customer who is either

- a) Critically dependent on electrically powered equipment, which shall include but is not limited to life protecting devices, assistive technologies to support independent living and medical equipment or
- b) Particularly vulnerable to disconnection during winter months for reasons of advanced age or Physical/sensory/intellectual or mental health.

Registration means the recording by the MRSO of a person as being responsible for the provision of a supply of electricity to the Supply Point(s) and by the GPRO of a person as being responsible for the provision of a supply of gas to the Supply Point(s), each with effect from a particular date and the term “Registered” shall be interpreted accordingly; “Regulator” means the Commission for Energy Regulation (CER);

SCA means the Electricity Distributor’s standard connection agreement titled “Conditions for Connection to the Distribution System”, as updated and approved by the Regulator from time to time

Regulator means the Commission for Energy Regulation or any other national or EU competent authority.

Relevant System Operator” means any person who owns or operates the gas or electricity transmission or distribution system or provides metering services in Ireland from time to time, which at the date of this Agreement include ESB Networks Limited, Bord Gáis Networks, EirGrid plc and Gaslink Independent System Operator Limited.

Security means a deposit of money paid in advance as a Security against the failure of an electricity account or Agreement being fulfilled to terms.

Supplier means in relation to a Supply Point a person you have appointed to supply you with Energy.

Supply Period means the period commencing on the Supply Period Start Date and terminating on the Termination Date.

Supply Point means the point(s) at which the flow of Energy is metered at the premises, as listed in the Contract.

Tariff Structure means our list of current tariffs and the pricing structure applicable to each; and means you the customer 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 this Agreement;

Termination Date means the date on which this Agreement is terminated.

Unit means a kilowatt hour;

You/Your means the Party named as the Customer in the Contract.

We and Us means In relation to the sale of electricity "GLOWPOWER LIMITED

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

02. About this Agreement

This Agreement is a market retail contract and covers the sale of to you at your Supply Address. If we're your retailer at more than one Supply Address, then you have a separate agreement with us for each Supply Address. Each agreement we have with you includes these Agreement Terms, the Details section and your Energy Plan (if any).

03. When this Agreement starts and ends

This Agreement starts on the Acceptance Date and continues until you or we end it. We will start to sell you energy and other products on the Supply Start Date which will either be:

- the end of the cooling off period;
- the date your Supply Address transfers to us (for more details of the transfer process and why it may be after the Acceptance Date see clause 5); or
- another date we agree with you. If you have another agreement with us for the same fuel or other product at the Supply Address, it and all associated benefits will end on the Supply Start Date. You cannot extend Your supply for someone else to use. We will consider them to be a separate customer.

04. The transfer process

If we're not currently your retailer for your Supply Address, we'll arrange for your Supply Address to transfer to us from your current retailer. You agree to us taking all necessary steps to do so. You also agree to provide all the relevant information that we may require from you to establish your account.

We may stop the transfer and cancel this Agreement before the transfer is completed:

- where the transfer doesn't occur within three months of the Acceptance Date;
- where you don't meet our credit requirements. 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;
- where any information in the Details section is incorrect; or
- for any other reason as long as it is not unreasonable to do so. If we do so, we'll let you know and we may offer you an alternative agreement. Alternatively, we may cancel your Energy Plan (without cancelling this Agreement) if the transfer doesn't occur within three months of the Acceptance Date. We'll let you know if this happens.

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 our Terms & Conditions. It is a condition of supply that you have a Connection Agreement and keep to its conditions. If you have taken over the supply to premises that were previously supplied in the name of another customer and you do not have a Connection Agreement for the premises, it will be assumed that the previous customer's Maximum Import Capacity and the conditions of the previous customer's Connection Agreement apply to you. You will not have to enter into a new Connection Agreement Yourself, but you must keep to all the conditions of the previous customer's Connection Agreement.

We may share your personal information with the ESB network for the purpose of maintaining and operating supply at your premises.

05. Your Right to End the Agreement

For the avoidance of doubt an exit fee will be applied for early termination of a discounted price plan contract by customers. Any such fee will be outlined when we go through your plan with your when you sign up and be outlined

in your welcome email or letter. Should you end your agreement early and a termination fee is applied this will be displayed on your final invoice under your unit charges.

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 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 Price Plan or services that We have agreed to provide to You under this Agreement. In the event that you do not provide a meter reading or access to disconnect the premise, we will estimate the closing meter reading and any charges arising from this estimated reading must be accepted by you as the due amount on your final bill.

The ending of the Agreement will not affect any rights or duties which have accrued to you before the Agreement ends. Where the supply of electricity is withdrawn due to your default, You will pay us all expenses reasonably incurred and the cost of supply withdrawal and of subsequent reconnection, if any in line with regulated charges and codes of practice.

06. Termination of this Agreement

If this Agreement or the supply of electricity does not end after the term specified in the Product Terms Sheet it shall remain in force on a rolling calendar month basis and you will continue to be bound by these General Terms and Conditions provided we have followed our procedures set out in Our Codes or Practice, We may request

ESB Networks to disconnect your electricity supply if:

- a) You fail to pay any bill for the electricity we have supplied or any other amount under this Agreement for supplying electricity.
- b) You do not agree to an arrangement to pay by installments or break an agreed arrangement or refuse a pre- payment meter/budget controller.
- c) Your installation or use of electricity interferes with the distribution system or disturbs other customers.
- d) You extend the supply to someone else who we consider to be a separate customer.
- e) You do not meet all of your obligations under these conditions or the Connection Agreement, and fail to put things right.
- f) If you have used electricity without permission or committed theft of electricity.
- g) You become insolvent, have a receiver, liquidator or examiner appointed, or enter into an arrangement with your creditors.
- h) We need to do so by law.
- i) Your Connection Agreement ends.
- j) It is no longer practical to supply electricity for reasons outside our control.
- k) You have asked us to.
- j) It is no longer safe for US to continue to supply you with electricity

In the event that any amount due remains unpaid after the due date for payment then, to the extent that we are allowed, we shall be entitled to object to the registration by another Supplier of any Supply Point We supply under this Agreement.

07. What happens when this Agreement Ends?

If this Agreement ends, we will continue to sell you energy on the same terms of this Agreement until you enter into a new agreement with us or transfer your Supply Address to a new energy retailer. This clause and the provisions of this Agreement about privacy, liability, notices, governing law and payment will survive this Agreement ending. This Agreement ending will not prejudice any rights, obligations or remedies that you or we have that accrued before the Agreement ends.

08. Change of Supplier

Customers will not normally be charged for changing supplier but may incur an early termination fee if switching within a contracted period.

If you accrue an outstanding debt with us past a certain value we will place a debt flag on your account. Should you switch to another supplier while a debt flag is placed on your account this debt flag will notify the acquiring supplier

of this breach. The approved debt thresholds are as published from time to time and details can be obtained from our [contact centre](#). We also reserve the right to perform a credit check on your account(s). You will give us an electricity meter reading for the Start Date or allow us to obtain an actual Meter reading at the premises.

We may share your personal information with the supplier of last resort. We will only share your personal information in the following circumstances:

- If ESB network request us to do so
- Due to any safety requirements and network related activities

09. Changing Pricing and this Agreement

Unless you are on a fixed price contract, we are entitled to change the price of electricity. If we do so, you will be given 30 days notice in advance of the date the variations are due to take effect and notified in two ways from the following methods:

- In writing on or with your bill,
- By email, SMS text message or by letter
- Mass Media (TV, radio, newspaper advertisement)
- Website

Any such notice will state the date from which the price change will become effective.

If we amend your terms and conditions we will send you the revised Terms and Conditions 30 days before the changes come into effect. This notice will indicate where you may view or obtain a copy of the new Conditions. If any variation, addition or amendment is unacceptable to you, you may end the Agreement in accordance with our terms and conditions, otherwise you will be deemed to have accepted the new Conditions.

Any changes to these General Terms and Conditions shall be notified to you on your bill, by email, by letter or by way of public advertisement.

10. What you have to pay

You must pay us the Charges. The Charges include:

Amounts for the sale and supply of energy described below.

- Standing charges, daily charges regardless of how much energy you use. These charges are set out in your product offering.
- Energy usage charges – charges based on the amount of energy supplied to each supply point. These charges are set out in your product offering.
- Distributor charges – any amounts that your Distributor charges us for services provided at your Supply Address and which are not already incorporated into the supply or energy usage charges, including a disconnection fee, connection fee and special meter reading fee. Your Distributor sets these amounts. You can find out more at www.glowpower.ie/additional-charges.
- Taxes – any taxes (including VAT), duties, imposts, levies, regulated charges, costs, fees and charges that we have to pay (directly or indirectly) when we sell and supply energy and other goods and services to you.

11. Price and Plan Information

Our Price Plans with additional product specific terms and conditions, including contract duration and any related exit fees or obligations are displayed on our website www.glowpower.ie.

12. Payment of Accounts

We will send you regular monthly bills and/or statements which will set out the amount payable by you and the balance on your account. You will pay the amount due in accordance with the method of payment agreed between us. If anyone else uses the Energy supplied to the Supply Point, You shall be responsible for paying the Energy Charges Incurred. Failure to pay your bill can lead to disconnection of your supply.

You must pay Us the cost of the electricity supplied to each supply point, 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. Unless we have agreed otherwise (such as with pay as you go products etc), every bill, including bills based on estimated Meter readings, is payable before or on the date specified on the bill. You must pay your bill to the specific payment conditions of Your Price Plan

You must also pay us for any amount or charges which are specified on the bill as other services that we have agreed to provide to you. You must pay us for any site works that we or you have requested to be carried out at your premises and for which we have been charged by the DSO.

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.

All sums due to us under the Agreement must be paid without deduction or set-off. If you do not pay us any sum due under the Agreement You may be liable to pay us a late payment fee. If any fee is applicable you will be able to find information on it in your welcome information, on our website where our price and plans are located or by

calling our contact centre. If you have an account with us at another residential premise, we may transfer any credit or debit between your accounts in order to recover money You owe Us.

Further information on billing and payment options can be found in our Codes of Practice.

13. Your creditworthiness

We may determine your creditworthiness by doing a credit assessment of you and using any information we are permitted by law to use to do so. We may disclose your personal information to a credit

reporting agency before, during or after we sell energy to you:

- to obtain a consumer credit report about you if you've applied for consumer or commercial credit; and/or

- to allow the credit reporting agency to create or maintain a credit information file

about you. We can only disclose the following types of information:

- your identity particulars (e.g. name and address);
- the fact you are entering into an agreement with us;
- the fact that we are a current credit provider to you;
- any payments overdue for more than 60 days that we have tried to recover from you;
- information that payments are no longer overdue;
- information that, in our opinion, you've committed a serious credit infringement;
- dishonoured payments – if a cheque from you for more than 100 Euros has been dishonoured more than twice;
- any other information we are permitted to disclose under the Regulatory Requirements, including consumer credit laws.

Where you are applying for:

- consumer credit, you agree that we may obtain information about you from a business which provides information
- about the commercial creditworthiness of persons; and
- commercial credit you agree we may obtain a consumer credit report from a credit reporting

- agency containing
- Information about you, for the purpose of assessing your application.

We may also exchange permitted credit information about you with other credit providers, both to assess your creditworthiness and if you default on payment (either with us or with the other credit provider).

14. Security Deposits

If we decide it is required at any time, you may need to provide reasonable Security, which may be in the form of a deposit that We will decide. 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 credit terms on a continuous basis, whichever is the earliest.

You may have to give us your date of birth and/or other personal information for credit assessment purposes.

it to us. We may use your Security Deposit and any interest earned on it, to offset any amount you owe us under this Agreement if you fail to pay a bill by the Due Date.

In the event that “Glowpower’s” security requirements are not met, your Energy supply may be disconnected. Any costs reasonably incurred by “Glowpower” may be recovered from you and you shall pay the cost of disconnection and of subsequent reconnection (if any), provided that “Glowpower” has complied with our Code of Practice on Billing and Disconnection in connection with disconnection.

15. Metering & Tariffs

The ESB Networks is responsible for reading the meter at the Supply Point on our behalf. You will allow Us, the Electricity Distributor or any other authorised personnel, agents or contractors free of charge, safe and unobstructed access to each Supply Point covered by this Agreement at all reasonable times for the purposes of reading, inspecting, disconnecting, locking or removing the Metering Equipment and for all other purposes connected with this Agreement provided that in an emergency access shall be afforded at any time without notice. Your Energy supply shall be measured by Metering Equipment, installed, read and maintained by the Electricity Distributor or their staff, agents or contractors (as applicable) in line with your Connection Agreement or such other person authorised by the Regulator or current legislation.

Glowpower has no responsibility for maintaining the Meter or any associated metering equipment. Unless the accuracy of the Metering Equipment is disputed by notice given by either Party to the other, the Metering Equipment shall be deemed to be accurate.

All Equipment and installations (other than your electrical appliances) belong to the Electricity Distributor and must be kept at the supply premises and used in line with our or their instructions. If Glowpower or you discover that any meter reading has been inaccurate or omitted, or the readings have not been converted into Charges correctly, Glowpower shall either debit or credit your account accordingly. Glowpower will notify you if your Energy consumption is in excess of what we reasonably deem to be appropriate for a domestic customer. In the event that your consumption exceeds the threshold for a reasonable domestic customer, Glowpower reserves the right to change you to a Tariff that would be more appropriate for your consumption. If a change is applied you will be given at least 30 days notice in advance of those changes taking effect via the following methods:

- In writing on or with your bill,
- By email, SMS text message or by letter

If you have been on the same energy tariff for the past 3 years or more, we will issue a notification on an annual basis to prompt you to review your contract.

Glowpower at any time may recommend you to pay for your Energy through a pay as you go meter. Information regarding pay as you go meters is available on our website www.glowpower.ie and in the Code of Practice on Pay as You Go Metering.

16. Emergency

You must tell ESB Networks immediately if you are aware of any incident that either:

- causes danger or requires urgent attention regarding the supply or distribution of electricity;
- or affects or is likely to affect the maintenance, availability and quality of service of the electricity distribution network.

The emergency contact number for ESB Networks is 1850 372 999. Contact details are also printed on all statements and bills. In the event of an Emergency or incident causing danger or requiring urgent attention at the Premises relating to your electricity supply you may contact the Electricity Emergency Response Service on the above number. Supply of Energy to the Premises may be discontinued from the Premises at the request of the relevant Emergency Response Service or the Relevant System Operator in the event of an Emergency or Hazard.

17. Liability & Force Majeure

Subject to the Regulatory Requirements:

- we're not liable to you for any loss or damage in connection with or arising out of this Agreement, except for residential Customers to the extent that we cause that damage or loss because we breach this Agreement or are negligent;
- we're not liable to you for any loss or damage in connection with or arising out of any act or omission of the Distributor;
- you indemnify us if we or any third party suffer any loss or damage in connection with or arising out of your breach of this Agreement or negligence;
- you indemnify us and any third party against any liability in connection with or arising out of the use of energy supplied under this Agreement after ownership passes to you;
- •Glowpower will only be liable for reasonably foreseeable loss or damage which is a direct consequence of Glowpower's breach of this Agreement.
- •You acknowledge that the Relevant System Operator is responsible for the physical delivery of electricity and gas and Glowpower is not liable for any deficiencies in the quality of such electricity or gas or the manner in which it is delivered.
- •Nothing in this Clause shall release you from your obligation to pay the Charges as described in this document.
- Glowpower shall not be responsible for any loss or damage sustained by you in any circumstance, and particularly in respect of:
 - (a) any indirect, consequential, economic or financial loss as a result of breach of this Agreement, including loss of profit, revenue, goodwill, business, contract or wasted expenses as a result of the sale or supply of Energy or in connection with this Agreement;
 - (b) your home appliances or associated wiring;
 - (c) the acts of the Relevant System Operator; or
 - (d) any failure by Us to supply Energy as a result of an inability to secure a supply, industrial action, breach or defects in the mains or any other reasonable cause outside the control of Glowpower.

Where We provide You with data electronically or on computer diskette, We shall use reasonable endeavours to ensure that such data or diskette shall be free from any errors, defects or viruses but no representations or warranties are made or given as to such matters or as to the compatibility of the data or diskette with any of Your equipment and, subject to clause 16 We shall have no liability to You in respect of any such matters.

18. Events beyond your or our control

In this Agreement, Force Majeure means, for an Impacted Person, any event or circumstance occurring after the Acceptance Date that:

- is not within the reasonable control of the Impacted Person;
- could not be prevented, overcome or remedied by the exercise of reasonable effort by the Impacted Person; and
- results in the Impacted Person being unable to meet or perform its obligation under this Agreement.

Notwithstanding the paragraph above, the failure or inability of the Impacted Person to pay any amount due and payable under this Agreement does not constitute Force Majeure. The Impacted Person will be excused for not

meeting or performing its obligations during the time and to the extent that Force Majeure prevents it from doing so (other than an obligation to pay money). The Impacted Person must:

- try to remove, overcome or minimise the effects of Force Majeure as soon as it can; and
- give the other person prompt notice, including any information required by the Regulatory Requirements. If the effects of such an event are widespread, we may give you prompt notice by making the necessary information available on a 24-hour telephone service. We'll try to do this within 30 minutes of becoming aware of the event or otherwise as soon as practicable.

19. Assignment or novation

You may not assign, transfer or novate this Agreement without our consent. Subject to the Regulatory Requirements, you agree we may:

- assign, transfer or novate this Agreement; and/or
- transfer you as a customer,

to any third party, any of our related bodies corporate or as part of the transfer of a substantial number of our customers to a third party. You'll be notified of any assignment, transfer or novation

20. Marketing

Glowpower, members of the Glowpower group and/or agents acting on behalf of Glowpower may wish to contact you by text message, e-mail, post, telephone or in person with information about products or services (relating to gas, electricity or other products and services, including those offered by third parties) which may be of interest to you. Please follow carefully the instructions below to ensure that your marketing preferences are respected.

If you do not wish to be contacted by e-mail or text message with information about Glowpower products and services, please exercise your right of opt-out as described below. If you do not wish to be contacted by post, telephone or in person with information about Glowpower products or services, including those which may not relate to the supply of electricity or gas, please exercise your right of opt-out as described below.

How to exercise your right of opt-out?

When registering your marketing preferences with us, you are responsible for recording your preferences accurately. If you have multiple accounts with Glowpower, you must ensure that your preferences are recorded accurately and inform us which accounts you wish to opt- out from.

You can exercise your right of opt-out by either writing to us at:

21. Notices

(a) 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;
- (ii) if we address the notice to some or all customers in an advertisement in a national newspaper. Or
- (iii) If we send you the notice by email and you have confirmed acceptance of such mode of service.

(b) Notices may be included in any other communication we send you. You will have given us proper notice if you send the notice by post addressed to us at our principal office.

22. Customer service and complaints

If you have an enquiry, complaint or dispute, including in relation to your bill or any marketing activity, please contact us via one of the following methods:

- Call our contact centre on 01-960 690 between 9.30am-5pm Monday to Friday
- By emailing us at customerservice@glowpower.ie
- By writing to us at Glowpower 13-18 City Quay Dublin-2 Ireland

If you would like to understand how we handle complaints, our Complaints Code of Practice is available on our website at www.glowpower.ie. You can also call our contact centre to request a copy to be emailed or sent to you. We'll handle your complaint and let you know the outcome of it, in accordance with our Complaints Code of Practice. We'll acknowledge your complaint immediately or as soon as practicable and respond to it within 5 Days. If we do not believe we can resolve your complaint within 5 days, we will advise you within that time as to why and provide an updated timeframe. If you are not

satisfied with the way your complaint has been resolved by Glowpower you may escalate the complaint to the CRU.

23. Deemed Contract

“Deemed Contract” means a legally enforceable agreement considered to have been made between the Glowpower 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 Glowpower 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 occupied vacated the premises or the new owner or occupied did not enter into a new contract of supply’.

If you commence to use supply of electricity at premises without having entered into a supply and sale contract with Glowpower, you will be registered under a Deemed contract. We will notify you in writing should this occur. You are required to contact us immediately and update your details on the deemed account. You will be charged based on the meter type at your premise and on the standard tariff.

On Deemed contract you are free to enter into a contract of supply with Glowpower or another supplier. The Deemed contract will start from the day when you start using the supply of

electricity and ends:

If you enter into a new contract with

us If you sign up with another

supplier

If Glowpower decides to disconnect your power

You will be liable to pay all charges associated with the supply of electricity at your premises when you are on a Deemed contract.

24. Customer Charter and Our Code of Practices

At Glowpower we pride ourselves on providing exceptional customer service. We understand that energy is an essential service therefore we take very seriously our responsibility to provide a seamless retail energy experience for our customers. The purpose of this charter is to outline our commitments to you as a customer of Glowpower.

We have 5 Codes of Practice; Complaints, Marketing and Sign up, Vulnerable Customers and Billing and Disconnection which set out services and levels of service you can expect in these areas.

To obtain a free copy please call us on <Contact number> or visit our website at www.glowpower.ie.

Our Commitments – Customer Charter

At Glowpower we pride ourselves on providing exceptional customer service. We understand that energy is an essential service therefore we take very seriously our responsibility to provide a seamless retail energy experience for our customers. We have outlined our commitments to you in our Customer charter. If we fail to live up to these commitments you will be entitled to a payment of €30.

To obtain a copy of our Customer Charter please visit our website at www.glowpower.ie or call our contact centre on 01-960-9690 and we will organize to email or send you one.

25. Disconnection and Reconnection

Any disconnection for non-payment of your bill will only be utilised strictly as a last resort. Before this occurs, we will make multiple attempts to contact you to discuss any outstanding payments. In terms of non-payment we will only disconnect a property under the following considerations –

- There is an outstanding debt on the property and you as the customer do not commit to a payment plan or fail to adhere to any agreed payment plan.
- You or an authorised 3rd party request to De-energise the power
- We have made at least 2 attempts to you in writing (with our contact details included) and 2 attempts through email, SMS or phone contact and received no response. Most important is that your final disconnection notice will provide 10 business days' notice before we may disconnect your property. Any amounts outstanding will be included in your letter. This will include additional costs incurred for disconnection and reconnection of your supply.
- If you are a commercial customer, we will provide 5 business days' notice before we disconnect your power. If you have gone into liquidation or receivership, we will only provide you 2 business days before we disconnect the power.

Should contact be made we can offer a variety of payment plans tailored to your situation and your energy spend in the future. We can also assist with any third party assistance that may be available to you. This may include financial auditing of you household spend as well as energy audits to help you be more energy efficient in your usage.

Other disconnection reasons

- No registered account holder at the address. We will send an intent to disconnect notice to any occupier at such an address to contact us to set up a new account. This will also outline any cost to be worn by the occupier should they not contact us in the event of disconnection of the premises. The letter will provide 10 days' notice before the intent to disconnect is actioned.
- If Glowpower has no contract to supply the property
- In an emergency or for safety reasons ESB networks may elect to disconnect your supply
- We will not seek to disconnect customer under the following circumstances –
- A valid payment arrangement is in place and the customer is adhering to its scheduled payment
- Customers listed in our Priority Service Register.
- During winter months (Nov to Mar), if you are listed in our Special Services Register

Customers that currently have a complaint in relation to the reason for disconnection and disputed charges and is currently been investigated according to the process and terms of Glowpower's Complaints and Dispute resolution policy. You may be required to pay any outstanding dues and future bills, which is not a part of the disputed charges. During winter months (Nov to Mar), if you are listed in our Special Services Register

26. Vulnerable Customers

If you or someone from living in your household use life support equipment at your property, please contact us at the earliest convenience to register you into our priority service register.

If you are registered on our priority services register your details will be forwarded to the network operators ESB Networks Ireland. ESB Networks will include your details in the Industry Register. This enables the ESB Networks to identify those customers who are particularly vulnerable to a supply interruption.

We will add you into our priority service register, if you are using the following life support equipment:

- Oxygen Concentrator
- Personal Suction Pump
- Peg Tube Feeding Pump
- Electric Hoist
- Total Parental Nutrition Machine
- Ventilator
- Nebuliser
- Electronic Pressure Relieving Mattress
- Household Lift

At Glowpower we also maintain an up to date special services register for all customers who are 66 years and above, or would be adversely affected physically, sensory or mentally by a disconnection during winter months. If you believe you fall under this category then please ensure you are captured in our special service register.

This way we can keep a separate record of such customers to ensure that your circumstances are taken into consideration when performing connection and disconnection services or undertaking a credit review of your account. Customers who are on this register may also be eligible for additional services such as –

- **Receiving an alternative form of communications including –**

-
- Braille format communications
- Talking communications (via telephone we can call you with your bill details)
- Large print communications
- Online Communications through email or via our online app

To apply for a Special Services or Priority services register, please contact our call centre on 01-960-9690 Mon – Fri (excluding Bank holidays and Christmas Eve) – 9.30am – 5pm and we will send you a registration form to fill in.

Alternatively, you can download a form from our website at www.glowpower.ie.

We may request you to provide a letter from a registered medical practitioner as a support of your condition:

27. Data Protection Notice

We are required to collect and use data relating to You (“Personal Data”) for providing you effective service and comply with legal and regulatory requirements. This includes Your name, address and contact details, information relating to your consumption of electricity and billing and payment data

Your personal information may be transferred to the Distribution System Operator for the purpose of maintaining and operating supply to your premises.

We may also disclose some or all of your Personal Data to another supplier In the event of a market failure involving a supplier default, to the Supplier of Last Resort designated by the Commission for Regulation of Utilities.

28. Annual Statement

We will send you an annual statement if you have been our customer for 3 or more years. This is to prompt you as a customer to review your contract. This will ensure that you are always up to date with how much you are paying for your electricity and prompt you to look at different electricity supply options available to you. The statement will be issued in the form of a letter or a bill showing the following information:

- You have been on the same tariff for the last 3 years or more
- Your current tariff and all applicable rates
- Your estimated annual bill based on the consumption data sent by ESB Networks

Contact Details

☎ 1-960-9690 9.30am – 5.00pm Monday to Friday

customerservice@glowpower.ie

www.glowpower.ie

Correspondence address: 20 Harcourt ST Dublin 2, D02 H364. Ireland.