

Conditions of Supply for Residential Electricity Customers

As a residential customer you will be deemed to have accepted this contract from the date you sign up.

We would ask you to read the Data Protection Notice in clauses 19 and 20 carefully.

1 Definitions

1.1

In these conditions the words below have the following meanings:

“Appliances” means all apparatus which consumes electricity (including associated wiring) installed on the Premises beyond the Meter but does not include the Meter or any fittings and wiring installed up to the Meter;

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

“Just Energy” or “we” or “us” means Just Energy (Ireland) Ltd, a company incorporated in Ireland with registration number 579353 and registered office at 12 Merrion Square, Dublin 2;

“Commission” means the Commission for Energy Regulation;

“Conditions” means the standard conditions of supply set out in this document;

“Contract” means the contract between you and us for the supply of electricity to the Premises;

“Deemed Contract” means a contract for the supply of electricity or gas under Section 16A of the Energy (Miscellaneous Provisions) Act 1995. A Deemed Contract is where a supply of energy (electricity or gas) is provided to a premises in the absence of a contract for supply between a supplier that holds a licence and the owner or occupier of a Premises;

“Distribution Services” 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 deenergisation or servicing of the Meter or equipment used in the distribution and supply of electricity;

“Electricity Connection” means the connection between the electricity network and the Premises up to and including the Meter;

“Electricity Network” means all of the transmission and distribution wires used for the transmission, distribution and supply of electricity to, from or within Ireland;

“Emergency” means an 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;

“ESB Networks” means Electricity Supply Board, acting as operator of the electricity network;

“Last Resort Supply Direction” means a direction given to a supplier (the Supplier of Last Resort) by the Commission requiring it to make available a supply of electricity to premises previously supplied by another supplier;

“Licence” means the Licence to supply electricity granted to us by the Commission;

“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 Premises and includes any such meter or meters of any type supplied to you at any time at the Premises;

“MRSO” means the Meter Registration System Operator, a body run by ESB Networks which maintains the register

of all electricity meter points in Ireland;

“Premises” means (i) the premises specified in the application for electricity supply completed by you; or (ii) such other premises as may be notified by you to us and accepted by us from time to time; or (iii) the premises occupied by you and supplied under a Deemed Contract;

“Pay as You Go Meter” means the prepayment computerised meter through which electricity may be pre-paid from us using a top-up card.

“Priority Services Customers” means customers who are:

- (a) Critically dependent on electricity 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 physical, sensory, intellectual or mental health

“Special Services Customers” means customers who are of pensionable age (aged 66 and above), hearing, sight or mobility impaired or as defined by the Commission from time to time;

“Tariff Structure” means our list of current tariffs and the pricing structure applicable to each; and

“You” means you the customer who has entered into the Contract. Where you are more than one person or entity, each person or entity is jointly and severally liable for your obligations under this Contract.

1.2

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

2 Sale and Supply

2.1

We will sell and supply electricity to you at the Premises 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 and the product specific terms and conditions form the Contract between us.

2.2

If we do not already supply the Premises, we will begin supplying the Premises on the date the MRSO notifies us we are the Supplier and the Contract will commence on that date.

2.3

You can cancel the switch within 14 days from the date you agreed to this Contract under the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 by contacting us in accordance with Condition 17 or by using the form on our website at <http://www.justenergy.ie/contact-us>

2.4

In certain circumstances, you may require us, for whatever reason, to supply electricity to you during the 14 day cancellation period set out above. In the event that you wish to cancel this Contract during the 14 days but following the commencement of our supply of electricity to you, you agree to pay for all electricity supplied to you up to the date of cancellation.

3 Metering and Billing

3.1

The electricity supply will be measured by the Meter and metering equipment that will be installed and maintained by ESB Networks. ESB Networks staff, its agents or contractors will read the Meter.

3.2

In between readings of the Meter, estimations of your electricity consumption may be made by ESB Networks. An estimated meter read will be calculated having regard to a number of factors including (but not limited to) prior electricity usage at the Premises, the time of year and the nature of the Premises.

3.3

We will regularly send you 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.

3.4

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 Just Energy.

3.5

If we have not been able to get Meter readings for any reason, we will use estimated readings. You can also provide us with your own Meter reading by phoning 1850 858 110.

3.6

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 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 Just Energy

3.7

Further information on your bill can be obtained in our code of practice on billing and may be obtained by contacting us in accordance with Condition 18.

4 Access and Distribution Services

4.1

All equipment and installations up to and including the Meter belong to ESB Networks and must be used in accordance with ESB Networks' instructions. We have no responsibility for maintaining the Meter or any metering equipment or associated wiring.

4.2

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.

4.3

We will transfer your data to ESB Networks (in accordance with Condition 19) in order that they may perform services in relation to your Meter and electricity connection.

4.4

You are responsible at all times 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 Networks' 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.

4.5

You may request ESB Networks to carry out Distribution Services at the Premises.

4.6

We may request that Distribution Services are carried out at the Premises such as de-energisation, re-energisation or servicing of the Meter.

4.7

You are responsible for all costs (including VAT) associated with the Distribution Services. This includes any costs incurred as a result of the cancellation of the Distribution Services 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 Distribution Services at a time agreed with you, but is unable to do so due to your default.

4.8

ESB Networks (and when appropriate we) will inform you at the time that you request the Distribution Services of the cost and payment terms of the Distribution Services including who will invoice you for those services.

4.9

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 Distribution Services that you request ESB Networks to carry out at the Premises.

4.10

You must allow ESB Networks access to the Premises or Meter at any time in the case of any electrical emergency.

4.11

You will also allow us a right of entry to the Premises for all reasonable purposes at all reasonable times and at any time in the case of an emergency.

4.12

If you fail to comply with Condition 3 or 4 and this frustrates or delays payment for the electricity used by you, we will be entitled to treat this as a neglect or refusal to pay for the purposes of the Conditions.

5 Price of Electricity

5.1

The price of the electricity supplied by us is set out in our tariff structure, which is published by us from time to time.

5.2

Our up-to-date tariff structure is displayed on our website or it may be obtained by contacting us in accordance with Condition 17.

5.3

We are entitled to change the price charged once we have informed you either by the publication of an advertisement in any national daily newspaper or by sending notice of the change to you by post. We will give you thirty (30) days notice in advance of any price change taking effect.

Any such advertisement or notice will state the date from which the change is to become 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 change.

5.4

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, Just Energy will not be held accountable for this or any charging that has occurred due to your incorrect selection. To change your tariff please telephone us on 1850 858 110

6 Payment of Accounts

6.1

You must pay us the cost of the electricity consumed at the Premises, or which we have estimated that you have consumed during the Billing Period (plus VAT), and any supply charge which may be applicable to the tariff you have chosen. Unless we

have agreed otherwise, every bill, including an estimated meter read, is payable on the date specified in the bill. You must also pay us for any amount specified on the bill for other services that we have agreed to provide to you. If you do not pay your bill on time then any discounts that are applied to your bill may be removed at our discretion.

6.2

You must pay us for any Distribution Services that we or you have requested 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.

6.3

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.

6.4

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.

6.5

When your request to switch is processed, your current supplier will notify us if you are in arrears for more than levels set for all customers by the Commission for Energy Regulation. If we decide not to carry out the switch because of arrears, we will tell you in writing.

6.6

You will not be charged for changing Supplier.

6.7

You must pay us by one of the methods set out on our website and on the back of your bill

6.8

If you do not pay us any sum due under the Contract you will be liable to pay us interest from the due date for payment at a daily rate equal to 2% above the Bank of Ireland AAA Overdraft Rate then in force or, if there is no such rate, then an equivalent rate, accruing on a daily basis until payment is made.

6.9

In the event that you are experiencing payment difficulties, we may agree to the installation of a Pay as You Go Meter at your premises (where suitable) in order to maintain your supply and/ or repay any Electricity debt owed by you which may be recovered through the Pay as You Go

Meter. You are responsible for the cost of installing the Pay as You Go Meter unless otherwise directed by Just Energy. An electricity top-up card will be issued to you for use with the Pay as You Go Meter. You shall be responsible for the safe custody of the top-up card. If a replacement top-up card is required by you it may be charged to you at the rate prevailing at that time. You may obtain more information by contacting us in accordance with Condition 17.

6.10

If you have a Just Energy account with us at this or other premises, we may transfer any credit or debt between your accounts in order to recover any money you owe us.

6.11

Where you are more than one person or entity, each person or entity is jointly and severally liable for your obligations under this Contract. In the event that there are arrears owing on your account, Just Energy reserves the right to seek recovery of these arrears from one or all of the joint account holders.

6.12

Failure to adhere to these Conditions in respect of payment of accounts will adversely affect your Just Energy credit record.

6.13

If you close your electricity account (credit meter) and there is a credit balance due to you this will be shown on your final bill. You should make contact with us to receive your credit. However, we will endeavour to refund the money to you in the same method that you paid your bills to us.

6.14

A copy of our Code of Practice entitled "Bill Payment" may be obtained by contacting us in accordance with Condition 17.

7 Security (Cash Deposit)

7.1

If we decide it is required at any time, you must provide us with security cover (such as a cash deposit). This may be used at Just Energy's sole discretion for the payment of any monies which become due by you under the Contract and which remain unpaid. Any cash deposit will be repaid to you when you close your account provided all sums due have been paid or provided you have satisfied our payment terms on a continuous 12 month period, whichever is the earliest.

8 Special Services Customers and Priority Support Customers

8.1

We will provide certain services to our customers who require special services or priority support in relation to their electricity usage. Details of these special services are set out in our Codes of Practice for special services customers and priority support customers which may be obtained by contacting us in accordance with Condition 18.

8.2

We maintain a register of special services customers and priority support customers. If you wish to be treated as a special services customer or priority support customer and receive the services as set out in our Codes of Practice, you must give us the necessary information that we require to compile these registers and we agree that we will not disclose this information except to ESB Networks who require the information to perform certain services for you and in accordance with these Conditions and the law.

9 Electricity Emergency

9.1

In the event of and for the duration of an electrical emergency: (a) we may at the request of the emergency response service or ESB Networks discontinue the supply of electricity to the Premises; and (b) you

must refrain from using electricity immediately upon being told by us or ESB Networks that you should do so.

10 Emergency Response Service

10.1

The Emergency Response Service is operated by ESB Networks on behalf of all customers.

10.2

The 24-hour telephone number of the emergency response service is 1850 372 999.

10.3

We will, in so far as is practicable, take steps to inform you of any change in the details of the emergency response service before such change becomes effective. In any event the up-to-date information about this service will be displayed on our website (www.justenergy.ie), or may be obtained by contacting us in accordance with Condition 17.

11 Limitation of Liability

11.1

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.

11.2

We will not be liable to you under this agreement in contract, 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 Contract.

11.3

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.

11.4

The Customer accepts 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

Nothing in this Contract will exclude or restrict our liability for damages arising out of liability for death or personal injury arising from our negligence.

12 Termination

12.1

(i) You may end this agreement by giving us 7 days notice by telephone or by writing to us (in accordance with Condition 17) and by paying 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) You will remain liable for any electricity used in the Premises until this notice has expired and a) you have given us a meter reading or b) you have given access to ESB Networks to read and deenergise the Meter or c) you have accepted an estimated meter reading provided by us. If you cannot provide us with a closing meter

read we may provide you with an estimated read calculated by ESB Networks. When this happens, you agree to make payment in full based on our estimated Meter read. In the event that you cannot provide a meter reading, do not accept our meter reading or cannot provide ESB Networks access to the Premises, you may be charged a special administration fee of €65 in order to close your account.

(iii) In the event of your death, either your personal representative, or the occupiers for the time being of the Premises, or both of them together, 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.

12.2

We may end this Contract in the following circumstances:

(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) without notice, if the emergency response service or ESB Networks informs us that there is any risk of injury to persons or property as a result of any defects or suspected defects in the electrical network, meter installation or the Appliances;

(iii) without notice, 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;

(iv) without notice, if we no longer have a Licence to supply your Premises;

(v) without notice, if a last resort supply direction is given to another supplier (the Supplier of Last Resort) in respect of the Premises, and the Contract will end on the date that the direction takes effect (your data will be transferred to the Supplier of Last Resort in accordance with Condition 19 order that it can supply you with electricity); or

12.3

The ending of the Contract, will not affect any rights or duties which have accrued to you or us prior to the Contract ending.

12.4

Where the supply of electricity is disconnected due to your default, you will pay us all expenses incurred and also the cost of de-energisation and of subsequent re-energisation, if any.

12.5

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 Disconnection which may be obtained by contacting us in accordance with Condition 18.

30 days after we have served the notice of variation/ addition/amendment.

13 Complaints

13.1

You may make a complaint in relation to any issue arising under this Contract by contacting our Customer Service Department in accordance with Condition 17.

13.2

Any complaints made by you will be dealt with by us in accordance with our Code of Practice for dealing with customer complaints. You may obtain a copy of this code by contacting us in accordance with Condition 18.

14 Variation of General Conditions

14.1

We may amend, vary or add to these Conditions at any time on giving you thirty (30) days' notice in writing with a full copy of the amended Terms and Conditions. If any variation, addition or amendment is unacceptable to you, you may end the Contract in accordance with Condition 12(a)(i) (the unvaried Conditions applying during the 7-day notice period) otherwise by continuing to receive the supply of electricity, you will be deemed to have expressly consented to accepting the new Conditions and these will become effective

14.2

The Conditions shall be displayed on our website, or may be obtained by contacting us in accordance with Condition 17.

15 Assignment

We may assign or transfer to any other person the benefit of this Contract or any or all of our rights and obligations hereunder without your prior written approval. You may not assign this Contract without our consent.

16 Notices

16.1

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. Notices may be included in any other communication we send you.

16.2

You will have given us proper notice if you send the notice by post addressed to us at

our principal office in accordance with Condition 17.

17 Contact Details

17.1

Our Customer Service Department may be contacted: (i) in writing: Customer Service Just Energy, PO Box 12886, Dublin 1 (ii) by telephone: 1850 858 110 (iii) by telephone (outside Ireland): 00353 1 4311478 (iv) by e-mail: customerinfo@justenergy.ie Certain information as provided in the Conditions may also be obtained on our website at www.justenergy.ie 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 Just Energy Codes of Practice and Customer Charter

18.1

We have six Codes of Practice which set out the way we do our business and the services and levels of service you can expect. To obtain a free copy of these please call us on 1850858 110 or visit our website at www.justenergy.ie

18.2

We have a Customer Charter which sets out our customer service commitments and our 7 guaranteed service standards. If you believe that we have breached any of our guaranteed standards, you may apply for a Charter payment. To obtain a free copy please call us on 1850 858 110 or visit our website at www.justenergy.ie

19 Data Protection Notice

19.1

In order that Just Energy may provide you with an effective service, it is necessary for Just Energy to collect and use data relating to you while you are being supplied with electricity. This data is used mainly to manage your customer account and for operational reasons, including for example, visits to your Premises, works required at your Premises and construction and maintenance activities. In addition, data relating to you may be used for health and safety, administration, risk assessment, data analytics and credit checking purposes. We may use the data relating to you to contact you for marketing or market research purposes, to carry out credit checks and for fraud prevention with licensed agencies, fraud prevention agencies and other licensed electricity Suppliers. This data may be recorded by these organisations to prevent fraud, help make credit decisions about you and for debt collection purposes. Just Energy may keep your data for a

reasonable period after you cease to be supplied with electricity but will not keep it for any longer than is necessary and/or as required by law.

19.2

Just Energy may disclose your data to other members of the Just Energy Group and agents who act on behalf of Just Energy in connection with the activities referred to above. Such agents are only permitted to use your data as instructed by Just Energy. They are also required to keep your data safe and secure. In the unlikely event of our being unable to provide you with electricity, an alternative supplier may be directed to do so by the Commission. In these circumstances, we may need to pass certain data on to the new supplier to enable it to supply you with electricity. We may also share your data with the Sustainable Energy Authority of Ireland in order to fulfil legislative requirements.

19.3

From time to time you may speak to employees of Just Energy (or agents acting on its behalf) by telephone. To ensure that Just Energy provides a quality service, your telephone conversations may be recorded. Just Energy will treat the recorded information as confidential and will only use it for staff training/ quality control purposes, confirming details of your conversations with Just Energy or any other purposes mentioned in this Notice.

19.4

If you sign-up for any of our online services and we communicate with you by email, you are responsible for the security and integrity of your own email account. You accept that electronic mail passing over the Internet may not be free from interference by third parties. Consequently, while we will take all reasonable security measures, Just Energy cannot guarantee the privacy or confidentiality of information relating to you when passing over the Internet.

19.5

You have the right to ask for a copy of your personal data (Just Energy is entitled to charge a nominal administration fee for this). If you wish to avail of this right, you should submit a written request to: Data Protection, Just Energy, PO Box 12886, Dublin 1. In order to protect your privacy, you may also be asked to provide suitable proof of identification. If any of your details are incorrect please let us know and we will amend them.

20 Marketing

20.1

Just Energy and/or agents acting on behalf of Just Energy may (in accordance with any preferences that you express) wish to contact you by post, telephone, in person, text message or e-mail with information about our own products or services (relating to gas & electricity) or other

products and services (including those of third parties should you consent to receiving such communications) which may be of interest to you.

19.2

You may advise us of your marketing preferences when you sign up as a customer or you may opt out by:

- calling us on 1850 858 110
 - completing the Web Form on www.justenergy.ie/contact-us
 - following the unsubscribe instructions in email or SMS communications to opt out of receiving further such communications
 - Or by writing to us at Just Energy, Data Protection, PO Box 12886, Dublin 1
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21 Deemed Contract

21.1

If you own or occupy a Premises where a supply of electricity is provided and you do not have a contract for the supply of electricity with Just Energy as the registered supplier of the Premises then you will be considered to be supplied by us under a Deemed Contract.

21.2

The Deemed Contract will be between us, Just Energy, 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 or another supplier is registered with the MRSO 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) these standard Conditions of Supply for Residential Customers will apply to you; and

(iii) you will be charged our standard electricity tariff (which shall include applicable charges, taxes and levies) for residential customers for any electricity supplied. Our standard electricity tariff is published on our website at www.justenergy.ie or can be obtained by calling us on 1850 858 110.

(iv) You will be bound by ESB Networks General Conditions for Connection to the Distribution system for customers with a connection of less than 100kVA.

(v) You are free to enter a contract of supply for a different tariff with us or with another supplier if you so choose. No charge will be levied on you for changing supplier except for any monies owing on your account(s).

22 Renewal

22.1

We will endeavour to contact you by phone and/or email no less than 30 days prior to and no more than 60 days in advance of the expiry of a fixed term contract (if applicable to your tariff). We will however write to you to discuss the next best options for you that we can offer. At the expiry of the term you also have the opportunity to look for a different offer from another supplier or through an approved price comparison website. A list of these can be obtained at www.cer.ie

23 General

23.1

The headings in these Conditions are for convenience only and will not affect their interpretation.

23.2

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.

23.3

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.

23.4

The Contract shall be governed and construed in accordance with the laws of Ireland and the courts of Ireland and Commission for Energy Regulation shall have jurisdiction to decide any disputes arising between us and you.