



### We've already given you all the important information you need to know, but here's our full Terms and Conditions for your reference.

#### 1. Who the Contract is between

- 1.1.** The Contract is between Yuno Limited ("Yuno Energy", "us", "our" or "we") and a person who agrees to enter into a contract for the Supply of Energy with us (the "Customer" or "you").
- 1.2.** To have entered into the Contract, you will have signed up via our Website, App, over the phone, by post, or in person to take a Supply of Energy from us or you started taking a Supply of Energy from us.
- 1.3.** We are Yuno Limited, a company registered in Ireland with company number 467144 and trading as Yuno Energy. Our address is Paramount Court, Corrig Road, Sandyford, Dublin 18, D18 R9C7. Full contact details for Yuno Energy are set out in Clause 20 of these General Terms and Conditions.
- 1.4.** These General Terms and Conditions govern the Supply of Energy to Domestic Customers.
- 1.5.** Some of the words and phrases used in the Contract have a special meaning. These are explained in Clause 23 (Glossary) at the end of these General Terms and Conditions.
- 1.6.** The Contract is a legally binding agreement. Both you and we must comply with the Contract. We may take legal action against you if you do not.
- 1.7.** Our Privacy Notice sets out the ways in which we process any information you provide us with. By agreeing to the Contract, you acknowledge that personal data you share, or we collect in connection with the Contract is processed in accordance with our Privacy Notice which is available on our website and in writing upon request.

#### 2. What you agree to do

- 2.1.** You promise that:
- (a) You are over 18 and can legally agree to enter into the Contract in respect of the Supply of Energy to the Premises;
  - (b) You either live at or own the Premises;
  - (c) On request from us, you shall confirm to us whether you are the owner or a tenant at the Premises;
  - (d) If you are the landlord of the Premises, you will take reasonable steps to ensure that you bring these General Terms and Conditions to the attention of your tenants;
  - (e) The Premises is connected to the Energy network;
  - (f) You have given us and will provide to us on request, accurate details about the Premises, the type of Meter installed and the amount of Energy used at the Premises;
  - (g) Some of our Tarriffs (such as our Smart Services) require a smart Meter. By signing up to such Tarriff's you agree to have the smart Meter installed at the Premises. For further information on smart Metering see Clause 21.
  - (h) You will keep us up to date concerning your postal address, email address and phone number. In the event that you provide us with an incorrect e-mail address and you do not furnish us with a correct email address within a reasonable time, we reserve the right to change your Tariff.
  - (i) You will notify us if you are leaving the Premises and provide us with your forwarding postal address and Meter reading for the purpose of final billing;
  - (j) You will download and use our App in order to access your Energy Bill and avail of certain products and functionality.
  - (k) You will provide us with all assistance and information required to enable us to become the registered Supplier of Energy at the Premises and to continue to Supply you with Energy at the Premises;
  - (l) On request from us you shall provide us with accurate readings in respect of the Meter;
  - (m) At all reasonable times during the term of the Contract you shall allow us, GNI, ESBN, or any other person nominated by us, safe access to the Premises for any reason that relates to the Supply of gas or electricity to you or that relates to the Meter, including the need to inspect, read, install, operate, test, calibrate, maintain, repair, renew, remove and/or disconnect the Meter;
  - (n) You shall allow us, GNI, ESBN, or any other person nominated by us, safe access to the Premises at any time in the case of an emergency.
- 2.2.** We have entered into the Contract in reliance on the information provided by you in your application, which you confirm is accurate. If this information changes you must tell us.
- 2.3.** It is your responsibility to pay due care and attention to the Usage of the relevant Meter and you shall ensure that the Meter is not damaged or interfered with, whether for repairs or any other purpose.
- 2.4.** You shall immediately notify us and/or GNI and/or ESBN, as relevant, where you have reason to believe there has been any such damage

or interference.

- 2.5.** Tampering or interference of any sort with the relevant Meter, including any related apparatus or components, poses serious risks to the health and safety of the occupants and those in the surrounding area. Interference of any sort to the safe Supply of gas and/or electricity is a criminal offence and may result in prosecution.
- 2.6.** By entering into the Contract, you have agreed to pay your Energy Bill and any other amount under this agreement on time. If non-payment for whatever reason results in a debt on your account or if you fail to meet the terms of an agreed Payment Plan or agree to install a PAYG Meter we can initiate disconnection of your Energy Supply to your Premises. Your payments will be allocated to the particular fuel (being gas or electricity) to which they relate and in the event of non-payment we may only disconnect the fuel to which that non-payment relates. Your account may display a debt flag in the event that you have not met our credit terms and choose to change to another Supplier.
- 2.7.** You acknowledge and confirm that Yuno Energy reserves the right to charge you for all reasonable costs and/or Occasional Work Fees incurred in connection with the Supply of Energy to you.
- 2.8.** You agree to abide by the rules of any promotional offer applicable to the Contract that may be in place at the time of entering into the Contract.
- 2.9.** You agree that we may run a credit check on you from time to time.
- 2.10.** In the event that:
- (i) Your account is credited from an unlawful or unauthorised source, or using a form or method of payment that you or any individual providing such payment are not authorised to use; or
  - (ii) there has been unauthorised use of Energy or theft of Energy or fraud at the Premises then we reserve the right (without limiting any other right or remedies we may have available to us at law) to re-charge your account for the full amount of such credit and such other costs we may incur as a result of such fraudulent activity. We will recover any amounts that we reasonably believe are due and owing to us or to any third party either involving you or by putting such level of prior charge on your Bill as we see fit based on your Tariff, the Schedule of Service Charges and validated readings or estimates provided to us by GNI and/or ESBN, as relevant. For the avoidance of doubt, this Clause 2.10 applies not only to theft of Energy or fraud while we are your registered Supplier of Energy, but also prior to the date on which we became your registered Supplier. Where, in our reasonable belief, your account has been credited with a payment method that is subsequently identified as being unauthorised or fraudulently obtained, we reserve the right to recharge your account for such unauthorised use; or
  - (iii) You fail to pay by one of the payment methods agreed by us.
- 2.11** We may change the frequency of your Bills and change the tariff plan you are on and we may also require you to pay a security deposit. We may also charge you any reasonable costs incurred by us in relation to collecting any overdue payments from you.
- 3. What we agree to do**
- 3.1.** We are responsible only for the Supply of Energy to the Premises.
- 3.2.** We are not responsible for any faults or other problems with any equipment.
- 3.3.** We are not responsible for any pipes, fittings, plant, wires and cables, equipment, and/or apparatus used in connection with the Supply of Energy on your Premises.
- 3.4.** Ownership of, and responsibility for, the Energy will transfer to you at the point at which the Premises is connected to the network.
- 3.5.** We will process all personal data provided to us or collected by us in connection with the Contract in accordance with all relevant Data Protection Legislation and our Privacy Notice(s).
- 4. About the Contract**
- 4.1.** Your Contract with us commences on the Commencement Date (as defined in Clause 4.9) and shall continue in force unless and until terminated by you or us in accordance with Clauses 6, 8.3 or 10 (i.e. This is an evergreen contract). We will continue to charge you for the Supply of Energy until the Contract is terminated.
- 4.2.** You acknowledge that, should you terminate the Contract during the Initial Period, (other than during the 14 day cooling off/cancellation period referred to in Clause 6), the Initial Period Termination Fee will apply as set out in Clause 10.9(e) and that you will also be required to repay any Rebate as set out in Clause 4.16 or discounted offer previously allocated to you on a pro rata basis.
- 4.3.** You will not receive notice that the Contract has been automatically renewed following expiry of the Initial Period. We will continue to charge your payment method until you actively terminate the Contract pursuant to the terms of the Contract.
- 4.4.** You acknowledge that you have not relied on any statement or promise made by us which is not set out or referred to in the Contract.
- 4.5.** Additional terms may apply to specific energy Tariffs and additional products and services we have agreed to provide or Supply to you from

time to time (the "Product Specific Terms and Conditions"). The Product Specific Terms and Conditions shall set out (1) a specific Tariff or offer that applies to an individual Customer, including price, any applicable discount, and the duration of that offer; (2) the terms on which any specific Tariff or offer will terminate or expire; and (3) clarifies any specific terms and conditions that apply to and individual Customer, in particular any differences between the Product Specific Terms and Conditions and these General Terms and Conditions

- 4.6.** You authorise us to obtain and use any information your previous Supplier may have provided to us about the Supply of Energy to the Premises. You authorise us to send information provided to us by you to ESBN or GNI in line with gas and electricity Energy market rules and approved by the Regulator.
- 4.7.** Where more than one person enters into the Contract with us, each such person shall be jointly and severally liable under the Contract.
- 4.8.** You have entered into the Contract by:
- (a) completing an application over the phone and verbally agreeing to these General Terms and Conditions;
  - (c) completing a paper application and agreeing to these General Terms and Conditions as part of the application and posting it to us; or
  - (d) completing an application online and click that you accept these General Terms and Conditions.
- 4.9.** The Contract starts on the Commencement Date, which is when any item in Clause 4.8 occurs and we accept your application.
- 4.10.** If you are the owner of the Premises but the gas and or electricity will be supplied for use by, tenants in the Premises:
- (a) You understand that our Contract is with you alone and not with your tenants and, you as our customer and the counterparty to the Contract are responsible for actions of any user of our service at the Premises. It is agreed that our acknowledgement that tenants may be using our services at the Premises is not in any way a waiver or disclaimer of your obligation to comply with all provisions of the Contract for its duration; and
  - (b) You agree to take all steps necessary to bring the General Terms and Conditions of the Contract to the attention of your tenants (including by providing a copy of the Contract to your tenant) and, where appropriate, to ensure that your tenancy agreement with such tenants contains provisions to ensure that they use the services in accordance with the provisions of the Contract; and
  - (c) You acknowledge and agree that you are liable and agree to pay for all and any Charges at the Premises including any Charges incurred after the date of cessation of any tenancy arrangement which you have entered into with any tenants.
- 4.11.** For the avoidance of doubt nothing in this Clause 4 confers a right on a landlord to fetter a tenant's right to freely choose an Energy Supplier.
- 4.12.** We will Supply Energy to the Premises from the Start Date, provided that;
- (a) We are duly authorised to do so under the Electricity Regulation Act, 1999; and or
  - (b) We are duly authorised to do so under the Gas Regulation Act, 2013; and
  - (c) If we do not already Supply the Premises, the transfer of your Supply to us has been successful.
- 4.13.** These General Terms and Conditions apply to the exclusion of any other terms that you might try to include in the Contract, or which might otherwise be implied as a result of any trade, custom, practice or course of dealing.
- 4.14.** You acknowledge that you are responsible for use of the Energy supplied to the Premises pursuant to the Contract and that you will be responsible for payment of all Charges and fees of whatsoever nature lawfully incurred pursuant to the Contract until it is terminated in accordance with Clause 10 (Ending the Contract). If you cease to occupy the Premises you acknowledge that this does not relieve you of your legal obligations under the Contract and that such obligations shall continue in full force and effect (including but not limited to any fees and Charges that accrue in this period) until such time as you effect Termination in accordance with Clause 10 (Ending the Contract).
- 4.15.** Where you have been on the same Energy Tariff for three years or more, we will issue a written notification to you via post or email on an annual basis to prompt you to review your Contract with us to ensure that it remains suitable for your needs.
- 4.16.** "Rebate" The company, at its absolute discretion may, from time to time, offer a limited reduction in cost of electricity or gas supplied over the course of the contract to certain customers. Conditions attaching to such rebate will be determined solely by the company and are outlined in this Clause. Such rebate may be targeted at potential or specific customers in order to encourage such customers to join the company, remain customers of the company or to incentivise a customer to recruit additional persons to become customers of the company, or for any other reason at the sole discretion of the company. For the avoidance of doubt, any reference to "Bonus credits/welcome credits/sign-up credits/retention credits" in marketing/publicity material is a reference to a rebate. In order to avail of a rebate, it is conditional that the recipient is

and remains a customer of the company for the Initial Period. In the event of the customer terminating their agreement with the company before the expiry of the Initial Period, then, at the sole discretion of the company, the customer will be obliged to repay the amount of any rebate received during the Contract. For the avoidance of doubt, if the customer avails of the rebate they will be deemed to have accepted these General Terms and Conditions. The amount of any rebate taken up by the customer will be reflected on the relevant Bill issued to that customer by the company as a reduction on the cost of electricity payable for the Billing period.

### 5. Deemed Contracts

- 5.1.** Where we are the registered Supplier at a Supply Point, you are the occupier of the Premises and if you didn't enter into the Contract with us in any of the ways described above (in Clause 4), you will be deemed to have accepted these General Terms and Conditions under a Deemed Contract.
- 5.2.** If you are the owner or occupier of the Premises and we are Supplying Energy pursuant to a Deemed Contract, you have a legal duty to contact us or any other Supplier and enter into a Contract of Supply.
- 5.3.** The Deemed Contract will be between Yuno Energy and the owner or occupier of the Premises that takes the Supply of Energy. The Deemed Contract will start on the date when you begin to take Supply of Energy in the absence of a contract for Supply and shall end on the date on which we or another Supplier is registered as a Supplier of the Premises or on the date on which we cease to Supply the Premises, whichever is the earliest. Yuno Energy reserves the right to terminate the Deemed Contract after 30 days of Supply if you have not already entered into a contract with us or another Supplier for the Supply of Energy to that Premises. Where disconnection is not possible for whatever reason, you will remain liable for all the Charges under this Deemed Contract.
- 5.4.** When you are being supplied Energy under a Deemed Contract, you will be charged one of our electricity and/or gas Tariffs (which shall include applicable Charges, taxes and levies) for residential customers for any electricity and/or gas supplied. Our electricity and gas Tariffs are published on our website at [www.yunoenergy.ie](http://www.yunoenergy.ie). You are responsible for the payment of electricity and gas supplied regardless of whether it is based on actual or estimate Meter readings.
- 5.5.** We will write to the Premises giving notice that a Deemed Contract is in place. The Commencement Date for the Deemed Contract will be the date of the notice.
- 5.6.** A Deemed Contract is automatically created by applicable Energy legislation, if:
- (a) you own or occupy the Premises; and
  - (b) we Supply Energy to the Premises; and
  - (c) we do not have a Contract with any other person for the Supply of Energy to the Premises.
- 5.7.** Where a Deemed Contract applies, these General Terms and Conditions will apply to the Supply of Energy to the Premises:
- (a) the Contract will start in accordance with the applicable Energy legislation;
  - (b) there will be no Initial Period and you may terminate the Deemed Contract at any time without penalty by signing up to an agreement with Yuno Energy or any other Supplier or by any of the Termination means covered in Clause 10.
  - (c) any method or process used to calculate the consumption of electricity and gas for contracted customers will be applied to customers considered to be under a Deemed Contract. For the avoidance of doubt this will include Yuno Energy remotely receiving your ESBN smart Meter readings from ESBN on a half hourly or bi monthly basis in accordance with our Code of Practice on smart services and our Privacy Notice.
  - (d) we will confirm any other relevant details when we write to you to confirm that a Deemed Contract has arisen.
- 5.8.** In addition to the circumstances described elsewhere in the Contract, a Deemed Contract will end when you or someone else enters into another Contract for the Supply of Energy to the Premises (either with us or another Supplier) and there is no restriction on you entering into a Contract with any other Supplier.
- 5.9.** All other General Terms and Conditions (including payment terms) will be as per the remainder of the Contract.
- 5.10.** Details of ESBN terms and conditions of connection can be found at: <https://www.esbnetworks.ie/tns/publications/-in-category/categories/publications/general-conditions-policies>
- 5.11.** Details of GNI terms and conditions of connection can be found at: <https://www.gasnetworks.ie/home/legal/terms-and-conditions/>

### 6. Cancelling the Contract – Cooling Off Period

- 6.1.** You have a statutory right to Cancel the Contract within 14 days of the date you entered into it pursuant to Clause 4.9 (the Commencement Date).
- 6.2.** If you wish to Cancel the Contract in this way, you must contact us within the relevant period.
- (a) By completing the Cancellation Form and returning to Cancellations

- Manager, Yuno Ltd, Paramount Court, Corrig Road, Sandyford, Dublin 18; or
  - (b) By phone with our loyalty team on **1800 552 288** or **01 964 5161**, by informing them that you wish to Cancel the Contract; or
  - (c) By emailing [coolingoff@yunoenergy.ie](mailto:coolingoff@yunoenergy.ie) that you wish to Cancel the Contract.
- 6.3.** After this period of 14 days has ended, you can only end the Contract as described in Clause 10 (Ending the Contract).
- 6.4.** Should you exercise your rights to Cancel the Contract pursuant to this Clause 6, you may be charged reasonable costs including without limitation any Charges incurred in Supplying Energy to you from the Start Date to the Cancellation Date.

### 7. Starting your Supply

- 7.1.** If we are already registered under the industry rules as the Supplier of Energy to the Premises at the time the Contract starts, then we will Supply Energy to the Premises under the Contract from the Start Date.
- 7.2.** If we are taking over from another Supplier as the Supplier of Energy to the Premises, you hereby authorise us to:
- (a) contact your existing electricity Supplier/ESBN for the purposes of coordinating the removal of any legacy Meter and the installation of a ESBN Smart Meter; and/or
  - (b) contact your existing gas Supplier / GNI for the purpose of coordinating the removal of the current GNI PAYG meter and the installation of a GNI Credit Meter;
  - (c) contact the MRSO and/or GPRO on your behalf to switch your Supply arrangements from a previous Supplier to us, and you agree to provide us with such information as we may request in order to do so. For the avoidance of doubt you will not be charged any additional fees by us for changing electricity and/or gas Supplier.
- 7.3.** When we take over the Supply of Energy, you shall;
- (a) allow us to ask for information about your previous Supply and disclose this information to third parties in order to carry out our responsibilities under the Contract; and
  - (b) allow us, ESBN or GNI to obtain Meter readings at the Start Date and at regular intervals during the term of the Contract.
  - (c) allow us to request EBSN to configure your Smart Meter to allow ESBN to collect and share your Half Hourly Consumption data with us.
- 7.4.** 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 Regulator. If we decide not to carry out the switch because of arrears, we will inform you of this decision in writing. In this case you should then contact your existing Supplier to address your outstanding arrears. You can then reapply to us for your Energy Supply.
- 7.5.** Yuno Energy may perform a credit assessment of your application prior to sign up, upon which we reserve the right to decline your application or request a security deposit to be paid in advance of accepting you as a customer. If your application is unsuccessful or a security deposit is required in advance of Supply, we will notify you in writing.
- 7.6.** From the time that we start to Supply Energy to the Premises under the Contract, you will become liable to pay the Charges under the Contract.

### 8. Changing the Contract

- 8.1.** From time to time we may vary these General Terms and Conditions by providing you with no less than thirty (30) days' prior notice. We will notify you of these changes via our Website at [www.yunoenergy.ie/terms-and-conditions](http://www.yunoenergy.ie/terms-and-conditions) and by national newspaper advertisement. We may choose to notify via email, APP notification or SMS text message in addition to our website and newspaper.
- 8.2.** If there is a material change to our General Terms and Conditions (other than as described in Clause 8.4 or 8.5 below), we will provide you with a copy of the amended General Terms and Conditions at least 28 days before the change comes into effect. The updated General Terms and Conditions will be published on our website with an "effective from" date.
- 8.3.** If there is a material change to our General Terms and Conditions (other than as described in Clause 8.4 or 8.5 below), you may terminate the Contract on providing written notice to us (a Termination Notice). If the Contract is terminated pursuant to this Clause 8.3, no early Termination fees will be charged, provided that the Termination notice is given within one month after the change to the General Terms and Conditions.
- 8.4.** This Clause 8 does not prevent us making changes to the Contract to reflect changes in laws or changes in the industry rules (as long as we comply with our Supply licence).
- 8.5.** Price changes will be notified as per Clause 11.2.2 and do not involve a reissue of General Terms and Conditions.
- 8.6.** You and we can agree mutual variations to the Contract, and we will follow the process for mutual variations required by our licence.

### 9. When we can refuse or stop Supply

- 9.1.** We can cut-off the Supply of Energy to the Premises if one or more of the following circumstances applies:
- (a) in an emergency;
  - (b) if the Meter is faulty;
  - (c) if the Meter has been tampered with;
  - (d) if you have not paid the Charges when they are due;
  - (e) You have an outstanding debt and you do not agree to a Payment Plan or break an agreed arrangement or if we are unable to install a pre-payment Meter/budget controller for the purpose of paying off your debt
  - (f) it is no longer reasonable for us to continue to Supply Energy to the Premises;
  - (g) if we are required to do so by the network operators, CRU or another competent authority
  - (h) there is no registered account holder at the address and you have not entered into agreement with us to Supply your Premises.
- 9.2.** We will comply with all applicable Energy legislation and our Supply licence in respect of disconnecting and re-connecting the Supply of Energy to the Premises.
- 9.3.** Provided that We have complied with our Code of Practice on Billing and Our Code of Practice on Disconnections, We may disconnect Your Energy Supply and recover from You any costs reasonably incurred by Us in doing so. You will also be required to pay us the cost of disconnection and subsequent reconnection (if any) in the event that Our criteria are not met.
- 9.4.** If You are a dual fuel customer using a shared balance for both fuels and are due for disconnection as set out in Clause 9.1, You may choose to either disconnect Your electricity Supply or Your gas Supply first. If You do not make a choice, Your electricity Supply will be disconnected first. In the event that You do not make an arrangement for payment following this disconnection, Your remaining electricity or gas Supply will then be disconnected.

### 10. Ending the Contract

#### Termination by the Customer

- 10.1.** Subject to Clause 6 (Cancelling the Contract – Cooling off) and Clause 8.3 (cancellation where material change to General Terms and Conditions), you may terminate the Contract by providing us with written notice (the "Termination Notice") either by post or email (see Clause 20 for our contact details) or by phone setting out the day you wish the Supply of Energy to the Premises to cease (such date must be at least one calendar month from the date of the Termination Notice). The Contract will then terminate;
- 10.1.1.** On the day requested by you, on condition that:
- (a) on such date (i) either another Energy Supplier has commenced Supply of Energy to the Supply Point in the Premises or (ii) you have terminated the relevant Connection Agreement(s) for the Premises and de-registered the Premises from the Energy distribution network operated by GNI and/or ESBN and the Supply of Energy to the Supply Point has been discontinued; and
  - (b) there are no monies, fees or Charges of whatsoever nature relating to the Contract owing by you to us;
  - (c) In the event that you are found to be in breach of approved debt thresholds should you choose to switch your account to another licensed Energy Supplier a debt flag will generate on your account at the point of switch. This debt flag will notify the acquiring Supplier of this breach. The acquiring Supplier may decline your switch due to the outstanding arrears.
- 10.1.2.** On the date you cease to be either the owner or occupier of the Premises, on condition that we have received at least one month's prior notice from you informing us that you will cease to be the owner or occupier.
- In circumstances other than the above in this Clause 10, the Supply of gas and/or electricity to the Supply Point will terminate on the date that:
- I. another Supplier commences Supply of Energy to the Supply Point at the Premises; or
  - II. a new Contract is entered into by a new customer for the Premises; or
  - III. subject to Clause 2.6, we disconnect the Premises.
- 10.1.3.** You accept that if you do not provide us with a closing Meter read as close to the day on which the Contract ends, we may close your account using the GNI Meter read estimates and/or ESBN Meter read estimates or other industry standard estimates to close your account, subject only to payment of all monies, fees or charges of whatsoever nature relating to the Contract owing by you to us, and we may charge a Supplier administration fee for closing the account utilising an estimated read as per our Schedule of Service Charges.
- 10.2.** Obligation to Notify. If you wish to cease receiving Energy from us at the Premises you must terminate the Contract in accordance with the relevant provisions of this Clause 10
- 10.2.1.** If you do not provide us with a Termination Notice, or do not otherwise comply in full with all of the conditions set out in Clause 10.1 that are required for Termination by you, you will remain liable for all

monies, fees or Charges of whatsoever nature that accrue under the Contract in respect of the Supply of Energy to the Premises, until it has been properly terminated as provided for in this Clause 10.

**10.3.** For the avoidance of doubt, this liability will extend up to the date, once firmly established by us, that a new owner or occupier began to consume Energy at the Supply Point.

**10.4.** We will continue to charge you according to your chosen payment method, until the Contract is terminated pursuant to the terms of this Clause 10.

Termination by Us

**10.5.** We may terminate the Contract (in whole or in part) and/or, subject to Clause 2.10(ii), arrange for the disconnection of your Energy Supply to the Premises in accordance with process/s as described in the Code of Practice on Disconnection, if:

(a) you fail to pay any amount when properly due and payable to us under the Contract; or

(b) you are in breach of any term or condition of the Contract and (if it is capable of remedy) you fail to remedy such breach within 14 days of receipt of notice from us; or

(c) where the Meter ceases to operate effectively or have been accessed fraudulently by bypassing, or attempting to bypass, the Meter or (d) you have made unauthorised use of Energy or committed theft of Energy or fraud; or

(e) an interim order or bankruptcy order or any event analogous to either of the foregoing is or is about to be made in respect of yourself; or an interim trustee or trustee in bankruptcy is appointed over your estate or you are insolvent or a resolution is passed or an order is made for your winding up; or a receiver, examiner or administrative receiver is appointed over the whole or any part of your assets or you are unable to pay your debts as they fall due or you cease or threaten not to pay your debts as they fall due or seek to make any composition or arrangement with your creditors or any event analogous to the foregoing occurs in relation to you; or

(f) if you are unable for any reason to Supply Energy to the Premises; or (g) we cannot confirm that the Premises remains occupied by you or that you have not permanently vacated the Premises, under the processes set out in our Code of Practice on Disconnections.

**10.6.** The Contract shall terminate, and your personal information may be transferred to the designated supplier of last resort without notice to you if the Regulator gives a last resort Supply direction to another Supplier to Supply Energy to the Supply Point in the Premises and the Contract will terminate on the date that such direction becomes effective.

**10.7.** On your request we will use reasonable endeavours to help you arrange for the transfer of Supply to another Supplier, including subsequently terminating the Contract if we determine, based on information obtained from you, that our service is no longer suitable for your needs.

Consequences of Termination

**10.8.** If we terminate the Contract pursuant to Clause 10.5(c) or Clause 10.5(d) because there has been unauthorised use of Energy, or theft of Energy or fraud, (without limiting any other rights or remedies we may have available to us at law) we may recover any amounts that we reasonably believe are due and owing to us or to any third party in accordance with the provisions of Clause 2.10(ii) of the Contract and our right to recover such amounts under Clause 2.10(ii) shall survive Termination of the Contract.

**10.9.** Upon Termination of the Contract, for whatever reason, or disconnection of your Energy, for whatever reason you shall be liable to immediately pay to us:

(a) all Charges then due and payable to the effective date of Termination (or reconnection if applicable); and

(b) all costs reasonably incurred by us as a result of such Termination or disconnection up to the effective date of Termination (or re-connection if applicable); and

(c) all interest on overdue amounts payable up to the effective date of Termination (or re-connection if applicable); and

(d) all Occasional Works Fees incurred at the Premises until the earliest to occur of (i) a new Supplier commencing Supply of Energy at the Premises or (ii) the Connection Agreement(s) for the Premises is/are terminated (iii) a new customer enters into a Contract for Supply of Energy from us at the Premises; and

(e) A Termination fee is payable if the Contract is terminated by you (other than during the 14 day cooling off period referred to in Clause 6) during the Initial Period (the "Initial Period Termination Fee"). The Initial Period Termination Fee is set out in our Schedule of Service Charges. In addition, you will be required to repay all up front sign up credit or discount allocated to you if you terminate the Contract during the Initial Period. No Termination fees are payable, if following the expiry of the Initial Period, you provide us with a Termination Notice, within the appropriate notice period that you wish to terminate the Contract in accordance with Clause 8.3 or Clause 10.1 as the case may be.

(f) any other fees and Charges (other than the fees and Charges set out in Clauses 10.9(a) to (d) which are lawfully incurred under the Contract.

**10.10.** For the avoidance of doubt, other than the standard Charges payable on Termination as set out in Clause 10.9 there is no separate charge payable by you for changing Supplier where you lawfully terminate your Contract with us.

## 11. Pricing and Payment

**11.1.** We will send you Bills for the electricity that you use at least every two months. Depending on the Tariff you may be able to select/be placed on a shorter billing time frame. Your Bill may also include Charges for services that We have agreed to Supply to you and will include VAT and any other taxes or Charges that may apply.

**11.2.** If you have agreed a payment schedule with us to clear Arrears you owe us. We will send you a statement of account in relation to the payment schedule three times a year. We will also inform you in writing when all the Arrears due to us have been discharged.

**11.3.** In the event that you have built up Arrears on your account and you fail to enter into or comply with any agreed payment arrangement with us, We reserve the right to pass your particulars on to a third party debt collection agency in order to recover any amounts due and owing by you to us.

**11.4.** If, for any reason, the DSO have not been able to get Meter readings, we will use estimated readings. You can also provide us with an actual reading by phoning us at 1800 662 255 or submitting your reading online at: -

(a) For Electricity <https://www.esbnetworks.ie/submit-a-Meter-reading>, or (b) For Gas <https://www.gasnetworks.ie/home/gas-meter/submit-meter-reading/>.

**11.5.** ESNB or GNI are responsible for reading the Meter at the Supply Point(s) and we are not responsible for the accuracy of the Meter readings taken. Meter readings are assumed to be correct. Where the Meter reading is unavailable or we believe it to be inaccurate, we will make a reasonable estimate of your Usage and issue to you an Energy Bill based on this reasonable estimate. Where a Meter reading is inaccurate or the Tariffs have been misapplied to the Meter readings, we will rectify this by either debiting or crediting your account accordingly.

**11.6.** The prices offered by us are based on our current Tariffs which may be varied by us from time to time.

**11.7.** Our Tariffs (with additional Product Specific Terms and Conditions, including Contract duration and any related exit fees or obligations) are displayed on our website ([www.yunoenergy.ie](http://www.yunoenergy.ie)) or may be obtained by contacting us;

**11.8.** You must pay your Energy Bill to the specific payment conditions of your Tariff. If you pay us by an agreed payment date, we reserve the right to change our payment collection date and we will notify you in advance of doing this.

**11.9.** We reserve the right to move you to another Tariff if you breach these General Terms and Conditions or any Product Specific Terms and Conditions.

**11.10.** From time to time, we may (at our sole discretion) offer certain specified categories of customers (which may or may not include you) special Tariffs for a certain period of time to be determined by Us.

**11.11.** Details of our Service Charges and our pricing is published on our website. The Schedule of Service Charges can be found at <https://www.yunoenergy.ie/termsandconditions>. Our Energy pricing and rates can be found at <https://www.yunoenergy.ie/our-services/pricing/rates>. The Charges you pay for Energy include your Usage as recorded by your Meter as well as a network standing charge (this is incorporated into your Tariff) and any applicable Service Charge (as set out in our Schedule of Service Charges).

**11.12.** Pass Through Charge, including VAT and other taxes and government levies or taxes, and standing Charges may change from time to time. You will be liable for any such Pass Through Charge or standing Charges from time to time whether or not notified in advance by Us.

**11.13.** The Charges are exclusive of Occasional Works Fees for which you may be additionally liable. If any Occasional Works Fees are payable by us to GNI and/or ESNB and/or a third party authorised by the Regulator to levy Occasional Works Fees (or similar Charges) in connection with the Supply of Energy to any Meter, we shall be entitled to charge you for an amount equal to the relevant Occasional Works Fees (or similar Charges) and you agree to reimburse us for such amount in accordance with these General Terms and Conditions.

**11.14.** You must pay all Charges and Occasional Works Fees in full. Part payment will not release you from your obligation to do so.

**11.15.** At the time of entering into the Contract, you shall provide us with your up-to-date email address, and we shall use this email address to notify you that your Energy Bill is available in your App. Your Energy Bill will:

(a) identify the Charges, your Usage and the payments that have been made by you since our previous Energy Bill (if any).

(b) reconcile payments made by you with your Usage. If this reconciliation shows that any amount payable is outstanding, you will be liable for such outstanding amount. Payment of any outstanding amount may be made by credit or debit card. At our discretion an outstanding amount may also be paid at an agreed rate. Should the reconciliation process show an overpayment, we will remit the amount of the overcharge back to you in the form of credit on your account.

**11.16.** If the Charges, or any Occasional Works Fees or any other fees payable by you to us pursuant to the Contract are not discharged in full, either by deducting from your registered payment account, or other payment options, within 7 days of receiving notification in writing of your obligation to pay the Charges, you may be liable for interest at the rate of 4% per annum above the current EURIBOR (Euro Interbank Offered Rate) on outstanding amounts. In addition, you agree, at our request, to discharge all costs incurred by us in seeking to recover any outstanding amounts from you. We may, with your consent for the specific charge, use details of any payment method that you have previously supplied to us to pay any such outstanding amounts.

**11.17.** If you dispute any amount payable by you pursuant to the Contract, you must still pay any undisputed amount, and we shall endeavour to promptly address and resolve any concerns that you have in relation to disputed amounts that we claim are payable by you pursuant to the Contract.

**11.18.** If you request a visit to the Premises by a representative of ESB networks or GNI to check the Meter we reserve the right to re-charge any, and/or all fees in full, charged to us on behalf of ESB networks or GNI in accordance with the Schedule of Service Charges.

**11.19.** If you request a visit from a representative of ESNB or GNI and then cannot keep this appointment, you must let us know by midday on the immediately preceding Business Day. If you fail to do so we reserve the right to charge you for any costs that may be incurred as a result of your failure to keep the appointment, in accordance with our Schedule of Service Charges.

**11.20.** If you dispute the accuracy of the Meter supplied by GNI and/or ESNB and, if it is tested at your request and found to be accurate, you shall be required to pay a standard charge in respect of the test as a Pass through Charge from GNI and/or ESNB respectively. However, if the Meter is found to be inaccurate then we may adjust the Charges as appropriate in accordance with our gas and/or electricity Supply licence(s) and applicable law.

**11.21.** If GNI and/or ESNB suspends, disconnects or reconnects your Energy Supply or repositions your Meter you may be charged any reasonable costs for doing so.

**11.22.** We may vary the Charges and pass through any variations to the Occasional Works Fees at any time by providing you with no less than thirty (30) days' prior notice. Details of such variations will be available on our Website, through national newspaper advertisement. Any such notice or advertisement will state the date on which the price change is effective.

**11.23.** In addition to your Energy Tariff, our Charges also include additional fees for particular services and activities. Up-to-date information describing all of these additional fees can be found on our website in our Schedule of Service Charges, which is available at <https://yunoenergy.ie/termsandconditions>

**11.24.** Any promotional offers, price promises or discounts apply only during the promotional period specified and do not form part of the Contract. Any such promotional offers are applied at our complete discretion. We reserve the right to offer them only to specified categories or groups of customers (which may or may not include you), to determine the time period that such offers are available for, to determine what terms and conditions are applicable to such offers and to withdraw any such offers, price promises or discounts as and when we see fit. Pricing is strictly as per the Schedule of Service Charges which is available on our Website at <https://yunoenergy.ie/termsandconditions>

**11.25.** As part of our sign up process or at any time during the course of your Contract, we may perform a credit check on an application or existing account to determine whether a credit risk exists in Supplying, or continuing to Supply you with Energy.

(a) If it is determined that a credit risk exists in Supplying or continuing to Supply you with Energy, we may require a security deposit, equivalent to 3 months of your individual average consumption, or in the case of new applications or lack of such data, the accepted industry average consumption for your Meter configuration, to be paid in advance.

(b) The security deposit will be held on your account for an initial 12 month period, after which your account will be re-evaluated and the credit risk re-assessed. If you have met the credit terms as initially requested, you will be refunded the security deposit in full. If you have not met the credit terms, we may refund the security deposit in part, or, if the credit risk remains unchanged, retain the security deposit for a further 12 month period.

(c) In refunding your Security Deposit, we will offset the Security Deposit value against any outstanding debt at that time, if any, and credit the remainder of your deposit to your account.



- 11.26.** All Charges will be subject to VAT and other taxes and duties at the prevailing rates, which you must pay in addition.
- 11.27.** You will be liable to pay all the Charges relating to the period of the Contract.
- 11.28.** If You experience any difficulty in paying the amounts due to Us under the Agreement, please contact Us immediately so that we can provide advice, and where appropriate, agree a Payment Plan, or other arrangement with you. You can contact Our Customer Service Department using the details set out in clause 20.
- 11.29.** You will not be charged any fees for changing Supplier should you terminate the Contract with us.

### 12. Enforcement of Rights

- 12.1.** We can enforce any rights and obligations under the Contract even if there is a delay in doing so.
- 12.2.** If we delay in taking action when you breach the Contract, we will still be entitled to take action to enforce a similar (or any subsequent) breach of the Contract.
- 12.3.** If any part of the Contract is declared invalid by a court or regulatory authority, the validity of the rest of the Contract will not be affected.

### 13. Limitation of Liability

- 13.1.** Our liability to you is limited in accordance with these General Terms and Conditions. All conditions, warranties, guarantees and any other terms implied by law or otherwise, are excluded to the greatest extent permitted.
- 13.2.** We will not be liable to you for any event or circumstance beyond our reasonable control, including anything any other Supplier or distributor does or fails to do.
- 13.3.** Liability for death or personal injury caused by our negligent acts or omissions is not limited.
- 13.4.** We will not be liable to you or any other parties, including but not limited to any property damage, injury, or death either directly or indirectly which is the result of any form of tampering or interference with the Meter thereby compromising the safe Supply of Energy to a Premises.
- 13.5.** We will not be liable to you for any financial loss or damage, including loss of profit, revenue, goodwill, business, Contract or wasted expenses, or for any loss or damage which is indirect or consequential.
- 13.6.** We will not be liable to you or any other parties including but not limited to any property damage, injury, or death either directly or indirectly which is the result of an incorrect installation and/or removal of a Meter at a Premises.
- 13.7.** We will not be liable to you for any loss or damage arising from any interruption in or to the Supply of Energy (including loss of or damage to food or the costs of repairing, rectifying or reinstalling the operations of any computer or telephone or other electronic systems or gas appliances).
- 13.8.** In the case of any loss or damage caused by a network operator, our liability to you will not exceed the amount that we are entitled to recover from the network operator in respect of that loss or damage.
- 13.9.** If we are liable for any loss or damage under or in connection with the Contract (whether in Contract or negligence or otherwise), our liability to you shall be limited to a maximum aggregate amount of €50,000 in any calendar year.
- 13.10.** The limitations on our liability set out in this Clause 13 shall continue to apply after the Contract has ended.
- 13.11.** Each sub-Clause in this Clause 13 applies separately. If a court or other authority tells us we cannot rely on a certain sub-Clause, the other sub-Clauses will still apply.

### 14. Assignment

- 14.1.** The Contract is personal to you and you may only transfer it to someone else with our prior written consent and the consent of the new assignee.
- 14.2.** You consent to us transferring our rights and obligations under the Contract so that a different organization is responsible for the Supply of Energy to you as set out in the Contract. We will notify you in writing if this happens and will ensure that the transfer will not affect your rights under the Contract.

### 15. Governing law

- 15.1.** The Contract shall be governed by the Laws of Ireland. Any disputes arising shall be dealt with by the Irish Courts.

### 16. Nature of Supply, safety, and emergencies

- 16.1.** The Energy will be delivered to the Premises by the network operators. The network operators are responsible for maintaining the network and the connection of the Premises to the network. The network operator may cut-off the Supply in accordance with the industry rules. We are not responsible for variations or interruptions in the Supply of Energy.
- 16.2.** We are entitled to arrange for the Supply of Energy to the Premises to be cut-off in certain circumstances as described in our Supply licence,

applicable Energy legislation and industry rules.

- 16.3.** For the duration of a Network emergency or in the case of an escape, or suspected escape of Natural Gas Yuno Energy may: -
- (a) Request the Natural Gas emergency Manager or the provider of the Emergency Response Service to discontinue the Supply of natural gas to the Premises; and
  - (b) Pursuant to a direction from the Natural Gas Emergency manager or the Emergency Response Service provider you shall upon request immediately refrain from using natural gas.
- 16.4.** You must contact Gas Networks Ireland – GNI 1800 205 050 (24 hour service) immediately if you become aware or suspect any matter or incident where or which;
- (a) you notice the smell of gas either within, coming from a Premises or within the vicinity of a Premises; or
  - (b) causes an inherent risk or danger or requires urgent attention regarding the support or distribution of gas; or
  - (c) affects, or is likely to affect, the maintenance of the security, availability and quality of service of the gas distribution network; or
  - (d) interferes with the correct operation of the Meter which may cause a risk to the safe Supply of gas;
  - (e) you suspect a person fraudulently installing, servicing, repairing any gas appliances, pipe works, or GNI Meter without being a registered gas installer (RGI).
- 16.5.** You must contact ESB Networks – ESBN Ltd: 1800 372 999 (24 hour service) – immediately if you become aware of any matter or incident that either:
- (a) causes danger or requires urgent attention regarding the Supply or distribution of electricity; or
  - (b) affects, or is likely to affect, the maintenance of the security, availability and quality of service of the electricity distribution network;
- 16.6.** Interfering or bypassing any Meter is dangerous, may also be a criminal offence.

### 17. National Terms of Connection

- 17.1.** In order to receive gas from us you must have an agreement with Gas Networks Ireland/GNI, the Irish national system operator for transmission and distribution of gas (a "Gas Connection Agreement" a copy of which may be found at [www.gasnetworks.ie](http://www.gasnetworks.ie)) under which you have a right for your Premises to be, and to stay, connected to the gas distribution system in line with the terms and conditions of that Gas Connection Agreement. You agree to be bound by and comply in full with the terms of your Gas Connection Agreement. The Gas Connection Agreement is a binding legal agreement. It sets out your rights and duties in relation to the connection at which GNI delivers gas to the Premises.
- 17.2.** In order to receive electricity from us you must have an agreement with ESBN, the Irish national Electricity Distributor (an "Electricity Connection Agreement") under which you have a right for your Premises to be, and to stay, connected to the electricity distribution system in line with the terms and conditions of that Electricity Connection Agreement. You agree to be bound by and comply in full with the terms of your Electricity Connection Agreement. The Electricity Connection Agreement is a binding legal agreement. It sets out your rights and duties in relation to the connection at which your Electricity Distributor delivers electricity to, or accepts electricity from, the Premises. If you want a copy of the Electricity Connection Agreement or have any questions about it, please write to ESBN, 27 Fitzwilliam Street Lower Dublin 2, or see the Website at [www.esb.ie](http://www.esb.ie)
- 17.3.** GNI and or ESBN may deem that a Connection Agreement in the name of a previous occupant of the Premises applies to you.

### 18. Customer Charter and Code of Practice

- 18.1.** Our compensation and refund arrangements which apply if the service quality levels that we are committed to are not met. Our Customer Charter can be found on our website at the following link. <https://yunoenergy.ie/termsandconditions>
- 18.2.** Our 8 Codes of Practice outline services that we offer to customers including priority support customers and other vulnerable customers. These Codes of Practice also explain how you can register as a vulnerable customer and details the way our business works, the services and the service quality levels you can expect from us. The Codes of Practice can be accessed on our Website at <https://yunoenergy.ie/termsandconditions> or you can request a hard copy from us by writing to us at Code of Practice requests, Yuno Energy Ltd, Paramount Court, Corrig Road, Sandford, Dublin 18, D18 R9C7.
- 18.3.** Our Code of Practice for Complaints Handling details the procedure that you should follow if you have any complaint about the service that we provide or offer to you. Our contact details are available on our Website at <https://yunoenergy.ie/contact-us> or you can write to us at Complaints, Yuno Ltd, Paramount Court, Corrig Road, Sandford, Dublin 18, D18 R9C7 to request a copy of this Code of Practice.

### 19. Priority Support and Special Services

- 19.1.** Yuno Energy Customers have the option of registering on the Priority Services and or Special Services Register. The procedure for registering is detailed in the Code of Practice on Vulnerable Customers. Please see the Code of Practice on our website <https://yunoenergy.ie/termsandconditions> or contact us at the details held in Clause 20.
- 19.2.** A register of special services customers and priority support customers is maintained by Yuno Energy. 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 ESBN and or Gas Networks Ireland who require the information to perform certain services for you and in accordance with these Conditions and the law.

### 20. Notices and Communications

- 20.1.** How we may contact you
- (a) We can contact You at any of the Premises addresses, or any other address you give us for this purpose.
  - (b) Notices required under the Contract, or other forms of communication that we need to send to you, will be in writing and may be delivered by hand, sent by post, sent by e-mail, in App, published on our website and by a notice in a daily national newspaper.
  - (c) Any notices that we send to you by hand or by post will be sent to the most recent billing address (or alternative address if relevant) provided by you to us. We will assume that you have received hand delivered notices within 24 hours of delivery and posted notices within 5 Business Days after posting unless we receive evidence to the contrary.
  - (d) Any notices that we send to you by email will be sent to the most recent email address provided by you to us. We shall assume that you have received emails on the same Business Day.
- 20.2.** How you may contact us:
- (a) Via the postal address, Yuno Limited Paramount Court, Corrig Road, Sandford, Dublin 18, or any replacement addresses that we notify to you; or
  - (b) At the following telephone number; 1800 661 188 or
  - (c) By sending an email to the following email address [TC@yunoenergy.ie](mailto:TC@yunoenergy.ie)
  - (d) Any communications you send us will only be valid if you include your customer reference number (or, if you do not have a customer reference number, the reference number by which your Meter is identified and the Premises address). We will treat all of your communications with us in accordance with the relevant Data protection legislation and our Privacy Notice as published on our website.
  - (e) Chat with us by visiting [www.yunoenergy.ie/support](https://www.yunoenergy.ie/support)

### 20.3 How you may contact Gas Networks Ireland/GNI:

- (a) To find the correct postal address please use the following link: [www.gasnetworks.ie/corporate/contact-us/](http://www.gasnetworks.ie/corporate/contact-us/)
- (b) At the following telephone number; Customer service –1800 464 464 © In case of an emergency telephone Gas Network Ireland's 24 hour emergency line – 1800 205 050
- (d) By sending an email to the following email address: [networksinfo@gasnetworks.ie](mailto:networksinfo@gasnetworks.ie)

### 20.4. How you may contact ESB Networks/ESBN:

- (a) At the following telephone number; faults and emergencies 1800 372 999
- (b) At the following telephone number; customer service 1800 372 757
- (c) By sending an email to the following email address: [esbnetworks@esb.ie](mailto:esbnetworks@esb.ie)

### 21. Smart Metering

- 21.1.** If you have signed up to our Smart Services, you agree to have a smart Meter installed and consent to its installation when requested to do so by ESBN as your chosen Tariff is incompatible with your existing non smart Meter. Smart Customers which have commenced using Smart Services may not revert to their previous metering profile. If you refuse to allow the ESBN smart Meter to be installed at your Premises you may be moved to a different tariff and we may request a deposit.
- 21.2.** In order to avail of our Smart Services, you agree to provide Yuno Energy with half hourly metering data on an ongoing basis in accordance with our Code of Practice on Smart Services and Privacy Notice. If you decide that you no longer wish to provide half hourly data to Yuno Energy, you will no longer be eligible to avail of Smart Services and Yuno Energy may terminate the Contract and an exit fee may apply which is set out in the Schedule of Charges.
- 21.3.** Smart Services are dependent on the Meters connectivity to the Network Operator which is known as CTF (Comms Technically Feasible). If the CTF changes your service may change to a non Smart Service Tariff. If this is the case, we will notify you of any changes to your Tariff.
- 21.4.** In the event of a change of Supply, when Smart Services are enabled any network supplied readings or Usage information will take precedence over any customer supplied readings.



**21.5.** Please be aware that a change in your Meter type, as a result of a Networks driven change or any other reason that is beyond Yuno Energy's control, could result in changes to your Tariffs and services.

### 22. Force Majeure

**22.1.** We will not have to carry out any obligation under this Agreement if We are prevented from doing so by any cause beyond Our reasonable control. This includes, but is not limited to, failure or shortage of power supplies, civil unrest, labour shortage or labour dispute, instructions or requests from the Government, an emergency services organisation, or any other competent authority, or legal obligations.

### 23. Glossary

**App** – means an electronic application to run on a device that enables users to pay for their Energy Bills, download Energy Bills and manage their Energy account and consumption.

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

**Business Day** – means Monday to Friday, other than bank holidays and other public holidays in Ireland.

**Cancel** – means your right to Cancel the Contract under Clause 7 before our Supply of Energy to you begins.

**Cancellation Form** – means the Cancellation Form which may be completed and returned to Yuno Energy in accordance with Clause 6 and which is available on our website at <https://yunoenergy.ie/termsandconditions>

**Charges** – means all the fees, Charges and other amounts you must pay to us under the Contract.

**Code of Practice** – means our following Code of Practice documents: Code of Practice on Marketing and Advertising, Code of Practice on Sign Up, Code of Practice on Billing, Code of Practice on Disconnection, Code of Practice on Complaints, Code of Practice on Vulnerable Customers and Code of Practice on PAYG Metering & Budget Controllers, Code of practice on Smart Services;

**Connection Agreement** – means a Gas Connection Agreement or an Electricity Connection Agreement, as the case may be;

**Contract** – means the General Terms and Conditions and as applicable any Product Specific Terms and Conditions, together with our Schedule of Service Charges and any application form that you have completed in writing, online or verbally over the phone;

**Commencement Date** – has the meaning given to that term in Clause 4.9;

**Deemed Contract** – A Deemed Contract means a Contract for the Supply of electricity and or gas under Section 16A of the Energy (Miscellaneous Provisions) Act 1995. It is a legally enforceable agreement considered to have come into existence when we continue to Supply the Premises after the previous Contract for Supply to the Premises concerned has expired, or was not cancelled or when a previous owner or occupier vacated the Premises but the new owner or occupier continues to use Energy supplied by us and does not enter into a new Contract for Supply;

**Domestic Customers** – means domestic/household or individual/non business/non-commercial customers of Yuno Energy, as set out in the Handbook;

**Energy Bill** – means the periodic bill issued by us to you advising the amount to be paid for electricity and gas supplied under this Agreement including any other charges that may be liable under this agreement.

**ESB Networks (ESBN)** – means the licensed operator of the distribution system through which electricity is supplied to you including without limitation any of their employees, representatives, agents or contractors;

**ESBN Smart Meter** – The ESB Smart meter is capable of recording half-hourly Usage data and contains a mobile SIM card.

**Energy** – means electricity or natural gas (or both), as agreed for the purposes of the Contract.

**EURIBOR** – means the Euro Interbank Offered Rate being offered and is used to benchmark the rate of interest referenced in the Contract.

**Gas Networks Ireland (GNI)** – means the licensed operator of the distribution system through which gas is supplied to you including without limitation any of their employees, representatives, agents or contractors;

**GNI Meter** – means the GNI Meter of Record for the Supply of gas, which may be a Credit Meter or a PAYG Meter and can be registered to any other Supplier;

**GPRO** – means Gas Networks Ireland GNI being the Gas Point Registration Operator;

**GPRN** – means Gas Point Reference Number, the unique 8 digit number assigned to all Gas Connections and Meters.

**Handbook** – means the Commission for Regulation of Utilities Electricity and Gas Suppliers Handbook (as may be amended from time to time);

**Initial Period** – means the initial term of the Contract, being such term as shall be agreed by telephone or online between you and us or set out in the Product Specific Terms and Conditions and starts on the Commencement Date.

**Initial Period Termination Fee** – has the meaning given to that term in Clause 10.9(e)

**Meter means** – an ESBN Meter, a GNI Meter, credit, prepay or other Meter used to record Usage;

**MPRN** – means Meter Point Reference Number, the unique 11 digit number assigned to all electricity connections and Meters;

**MRSO** – Meter Registration System Operator

**Network** – means the network of the network operator.

**Network Operator** – means the company that CRU licenses to deliver Energy to the Premises.

**Occasional Works Fees** – means any third party costs, Charges, tax, duty, levy, tariff or any government or Regulator, approved imposed cost or charge (other than the Charges), relating to the Supply and distribution of Energy to the Premises including, without limitation value added tax;

**Pass Through Charge:** Charges levied by a Network Operator to perform a service, which are passed on to you as the end customer.

**PAYG Meter** – means a Meter that uses a PAYG Tariff and requires consumers to pay for their Energy in advance;

**Payment Plan** – means any agreement between us and you entered into in order to facilitate the repayment of any monies owing to us by you.

**Premises** – means the building, home or other property (including any part of any land or building or structure (i) in respect of which we have become the registered Supplier, or (ii) to which you have requested us to Supply gas under the Contract and to which the Contract relates (this is usually where you live but it could be a property you're responsible for as a landlord, if, for example you have more than one property or are responsible for paying gas Bills and electricity Bills between tenancies).

**Registration** – means the recording by the GPRO (for Gas Supply) and MRSO (for Electricity Supply) of a person as being responsible for provision of a Supply of Energy to the Meter with effect from a particular date and the term "Registered" shall be interpreted accordingly;

**Regulator** – means the Commission for Regulation of Utilities – CRU (or any successor body or authority);

**RGI** – means Registered Gas Installer

**Schedule of Service Charges** – means the schedule of current Service Charges, available on our Website at <https://yunoenergy.ie/termsandconditions>

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

**Service Charges** – means the Charges payable by you for services/ activities supplied by us to you relating to us Supplying Energy to you, other than your Tariff, as updated from time to time and the current Service Charges are set out in the Schedule of Service Charges

**Start Date** – means the date your Usage begins and we are registered to Supply Energy to you.

**Smart Customer** – means a Customer with a Meter that enables the Customer to avail of Smart Services

**Smart Services** – refers to a Tariff, the current prices including all variable charges any standing charge(s) and network/regulated charges which are designated as smart Tariffs as available on our website and as varied by us from time to time <https://www.yunoenergy.ie/our-services/pricing/rates>

**Supply Point** – means the point shown in a Connection Agreement, or in any application to Supply at a specific point at the Premises, where Energy may flow between the local distribution system and your installation.

**Supplier** – means a Supplier of Energy licensed by CRU.

**Supply** – or similar expressions refers to the sale of Energy by us to you, via the Energy network.

**Supply licence** – our licences that CRU issued to us for the Supply of Energy;

**Tariff** – means our list of current prices including all variable charges, any standing charge(s) and network/regulated charges, as available on our website and as varied by us from time to time <https://www.yunoenergy.ie/our-services/pricing/rates>

**Termination** – means the ending of the Contract under Clauses 6,8 or 10 as the case may be.

**Termination Notice** – means the notice referred to in Clause 8.3 or Clause 10.1 as the case may be, that you must provide us if you wish to terminate the Contract.

**General Terms and Conditions** – these terms and conditions;

**Website** – means our website at [www.yunoenergy.ie](http://www.yunoenergy.ie) (and any and all successor or replacement websites).

**Written / Write / Writing** – means any communication in a textual format which includes letter, email, App notifications and online forms.

**Usage** – means the Units recorded as consumed by a Meter;