



LCC POWER LIMITED t/a Go Power GENERAL TERMS AND CONDITIONS OF ENERGY SUPPLY

These terms and conditions, as amended from time to time (the "**General Terms and Conditions**") are applicable to and deemed incorporated into the Customer Agreement Form ("**CAF**") between LCC Power Limited t/a Go Power ("**Go**") and the **Customer**.

1. DEFINITIONS

"**Agreement**" means the CAF and these General Terms and Conditions together.

"**Billing Period**" means one month or the remaining part of a month (where relevant).

"**Business Day**" means any day on which banks are open for business in Ireland.

"**Charges**" means, in respect of any billing period, the "Price per Unit" set out in the CAF multiplied by the metered quantity of Energy supplied to the Supply Point in respect of such billing period, the Standing Charge subject to Clause 3.2 (Increase in Pass-through Costs and Standing Charge) and Clause 4.4 (Estimates).

"**CER**" means the Commission for Energy Regulation

"**Customer**" means the party in the CAF requesting a supply of Energy.

"**Customer's Premises**" means the premises to which the MPRN relates.

"**Eirgrid**" means Eirgrid Group

"**Energy**" means electricity and/or gas, as the circumstances require.

"**ESB**" means the Energy Supply Board Group

"**Expiry Date**" means the first anniversary of the Supply Period Start Date.

"**Force Majeure**" means any event or circumstance which would constitute force majeure under any applicable connection agreement, network or grid code.

"**Insolvency Event**" means, in respect of the Customer in any jurisdiction:

- a the stopping or suspension of making payments with respect to any of its debts;
- b the suspension or the threatening to suspend or cease to carry on its business;
- c the appointment of, or presentation of a petition for the appointment of, a liquidator, or receiver to or over any part of its assets;
- d entering into of any scheme of arrangement or composition with or for the benefit of its creditors;
- e suffering any distress, sequestration, attachment or execution; or
- f the passing of a resolution to wind it up.

"**kWh**" means kilowatt hour.

"**Last Resort Supply Direction**" has the meaning given to it in the TSC.



“**Laws**” means all applicable laws, legislation, statutory instrument, directive, regulation or otherwise of any competent authority of a national or EU character, together with all applicable codes, industry agreements or licence conditions.

“**Libor**” means the 3 month British pound sterling LIBOR interest rate from time to time quoted on the London Inter Bank Offered Rate.

“**Meter**” means the Supply Meter Point in the Customer Premises.

“**MPRN**” means the Meter Point Reference Number allocated to the Meter.

“**Pass-through Costs**” means all fees, costs, and charges paid from time to time by Go to any third party who operates or owns the electricity network in Ireland including (but not limited to) SEMO, Eirgrid or ESB or any of them.

“**Regulatory Authority**” means the CER or any other competent authority.

“**Relevant System Operator**” means any person or body corporate who owns or operates the gas or electricity transmission or distribution system or provides metering services in Ireland, as applicable, from time to time.

“**SEMO**” means the Single Electricity Market Operator.

“**Standing Charge**” means the standing charge levied by ESB for the supply of electricity as varied from time to time.

“**Supplier**” means Go.

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

“**Supply Period Start Date**” means the date the Supply Point is confirmed as registered to Go by the Relevant System Operator.

“**Supply Point**” means the Meter in the Customer’s Premises.

“**Termination Date**” means the date on which the Agreement is terminated pursuant to Clause 7.

“**TSC**” means the Single Electricity Market (SEM) Trading & Settlement Code.

“**VAT**” means Value Added Tax or replacement or other tax.

2. COMMENCEMENT

2.1 The Agreement shall commence on the date of execution by both parties and shall continue until the Termination Date

2.2 Unless otherwise agreed by the parties, Go shall supply or procure the supply of Energy to the Customer at the Supply Point during the Supply Period and the Customer shall take delivery of such Energy at the Supply Point and pay for such Energy, in each case on the terms and conditions set out in the Agreement.



2.3 The Customer shall be liable for and shall hold Go harmless in respect of any and all Energy usage by the Customer prior to the Supply Period Start Date, irrespective of the reason or reasons that the Supply Period Start Date has failed to occur.

3. CHARGES

3.1 In consideration of Go selling Energy to the Customer, the Customer shall pay Go the Charges, subject to Clause 3.2.

3.2 Go shall be entitled to vary the Charges from time to time to reflect any changes in input costs or resulting from any change in Law or as a result of any action by Government or a Regulatory Authority, including, but not limited to any increase in the Pass-through Costs or Standing Charge from time to time imposed by SEMO, ESB, any Relevant System Operator or Eirgrid or any of them and including but not limited to any changes in third party charges incurred by Go in connection with the supply of Energy under the Agreement and/or any changed or discontinued rebates. Go will notify changes to the Charges and/or the Standing Charge as soon as reasonably practicable and, in any event, no later than 28 days after the increase comes into effect. Such changes shall take effect from the date specified by Go in such notice. All Charges are exclusive of VAT and any other tax, duty or levy imposed in respect of Energy supplied.

4. TERMS OF PAYMENT

4.1 The terms of payment in this Clause 4 are based on the Customer's current credit worthiness. If Go considers that the Customer's credit worthiness has changed, or that the Customer has suffered an Insolvency Event, Go reserves the right to reassess the terms of payment applicable to the Customer. If the parties fail to reach agreement on the reassessed terms of payment within 5 Business Days, Go may terminate the Agreement forthwith by notice in writing.

4.2 Go will send the Customer for each billing period an invoice of the Charges and any other amounts due under the Agreement, together with any applicable VAT. The Customer shall make such payment by direct debit to Go which will be collected on the 21st day of the month after the supply of Energy. If any payments are refused by the Customer's bank, Go may charge and the Customer shall pay to Go any additional fee incurred by Go.

4.3 In the event of accurate data being unavailable to Go, the Charges will be based on historical or estimated data. If accurate data subsequently becomes available, Go reserves the right to recalculate the Charges using the accurate data. The recalculation may take place up to 13 months after the month of consumption in accordance with market settlement rules. Go will not be liable for interest accruing on payments made by the Customer in the event of an overpayment due to a billing error or inaccurate data.

4.4 Go may charge interest on overdue invoices on a daily basis from the due date until the date of payment at a default rate that is three percentage points per annum above LIBOR.

5. METERING

The Customer shall ensure that Go, the Relevant System Operator and its employees, agents and contractors have reasonable, safe and unobstructed access to metering equipment at all relevant times. The Energy supply will be measured by metering equipment that will be installed and maintained by the relevant System Operator. The Relevant System Operator's staff, its agents or contractors will read the Meter.



6. LIABILITY AND FORCE MAJEURE

6.1 Neither party shall be liable to the other for any failure to perform its obligations under the Agreement to the extent that such failure is due to the occurrence of an event of Force Majeure, save that the occurrence of an event of Force Majeure shall not excuse the parties from any obligation to make payments of money under the Agreement.

6.2 Neither party will be liable to the other for loss of profit or revenue, loss of use, loss of contract or other business opportunity, loss of goodwill, loss or failure of or delay in production or increased cost of working or any other special, indirect or consequential loss or damage whatsoever arising out of or in connection with the Agreement.

6.3 Notwithstanding anything in the Agreement, Go's liability to the Customer shall not exceed Euro15,000.

6.4 Nothing in this Clause 6 shall release the Customer from its obligation to pay the Charges in accordance with Clause 3.

7. TERM AND TERMINATION

7.1 If the Agreement does not terminate on the Expiry Date, it will remain in force on a rolling calendar month basis. Go shall be entitled after the Expiry Date to charge the higher of either the Charges or any increased charge or charges (including, but not limited to increased Prices per Unit) levied by Go at its discretion with effect from the Expiry Date by notice to the Customer, such notice to be given no later than the date of the invoice in which such charges are first applied and may be given in the invoice or in a notice accompanying it. If the Agreement continues after the Expiry Date, the parties shall be bound by the Agreement for the duration of any such extended period and repeat any representations and warranties given under the Agreement as at the commencement of any such extended period.

7.2 The Agreement may be terminated:

- a. by either party on or at any time after the Expiry Date giving no less than 20 Business Days' notice in writing to the other party specifying the date of termination;
- b. by Go forthwith by notice in writing in the circumstances described in Clause 4.1;
- c. by Go forthwith by notice in writing to the Customer if the Customer has made unauthorised use of Energy or committed theft of Energy;
- d. by the Customer forthwith by notice in writing within 30 days of the date of notification of a material change to these General Terms and Conditions or a change to the Charges, other than a change arising under Clause 3.2 hereof;

7.3 The Agreement shall be terminated from the date that a Last Resort Supply Direction, given to another Energy supplier, takes effect in relation to the premises supplied under the Agreement.

7.4 Upon termination of the Agreement:

- a. closing Meter readings will be taken at the Customer's Premises. Where a Meter reading is not available, estimated readings will be applied;
- b. Go will issue the Customer with a final account for any outstanding amount;
- c. the Customer will also pay any costs incurred by Go as a result of any instruction to the Relevant System Operator to de-energise or disconnect supply or in procuring a Meter lock or Meter disconnect as appropriate to the Meter; and



d. the Customer shall permit Go or its agent to enter the Customer's premises to remove Go's or its agent's equipment.

The Customer will not be charged for changing supplier.

7.5 Action taken under this Clause 7 shall be without prejudice to either party's subsisting rights.

7.6 The Customer shall not take delivery of Energy from Go after the Termination Date. In the event that the Customer takes a supply of Energy from Go after the Termination Date, the provisions of the Agreement in relation to payment and recovery of Charges will survive termination and the Customer shall indemnify Go against all and any loss, damage, cost, expense, charge, fee, claim or liability incurred by Go in respect of such Energy.

7.7 If prior to the Termination Date a Supply Point is being registered or has been registered by another supplier for the Energy supply that is the subject of this Agreement, for any reason other than as a result of any default by Go, or proper termination of this Agreement, then either (a) the Customer authorises Go and shall provide Go with all reasonable assistance required to either, at Go's discretion, (i) to the extent that Go are allowed, raise an objection to such registration, or (ii) re-register the Supply Point; or (b) pay Go an early termination fee, which shall be calculated as the average monthly amount (as determined by Go) times the number of months left in the Agreement (subject to a maximum of twelve (12) months).

7.8 In the event that any amount due remains unpaid after the due date for payment then, to the extent Go are permitted, Go shall be entitled to object to the registration by another supplier of any Supply Point Go supplies under this Agreement

7.9 All rights and liabilities, which accrued prior to termination and Clauses 4, 7, 8, 9, 10, 13, 14, 16, 17, and 18 will survive termination of the Agreement.

8. DE-ENERGISATION

The Customer's Premises may be de-energised by Go without liability to Go for any loss or damage suffered by the Customer if:

- a. the Customer fails to pay any invoice for charges within the timescale outlined in Clause 4;
- b. the Customer breaches the Agreement and does not remedy the breach within a reasonable time after having received written notification of such breach;
- c. the Customer has made unauthorised use of Energy or committed theft of Energy;
- d. an Insolvency Event occurs in respect of the Customer;
- e. the Customer continues to use Energy supplied by Go at the Customer's Premises after the Termination Date.

9. REPRESENTATIONS AND WARRANTIES

9.1 The Customer represents and warrants to Go that:

- a. the Customer has full legal right, power and authority to enter into the Agreement and to perform all its obligations under the Agreement;
- b. the execution of the Agreement has been duly authorised by all necessary corporate action on behalf of the Customer;



- c. at the date of the Agreement and at all times during the term, the information provided by the Customer and set out in the CAF is true and correct in all material particulars; and
- d. at the date of the Agreement and at all times throughout the term of the Agreement, there are no facts or circumstances which have not been notified to Go in writing prior to the date of commencement of the Agreement which would prevent Go from exercising its rights under Clause 7.

9.2 The Customer hereby indemnifies Go in relation to any breach of the representations and warranties set out in this Clause 9.

10. DATA PROTECTION

Go shall not use the Customer's personal information other than for the purposes directly connected with the supply of Energy under the terms of the Agreement without the express authorisation of the Customer unless necessary for reasons of safety or permitted by law.

11. OBLIGATION TO PROVIDE INFORMATION

11.1 The Customer must notify Go immediately upon:

- a. the Customer's credit rating being changed;
- b. any of the Customer's representations and warranties ceasing to be true in any material particular; or
- c. the occurrence of an Insolvency Event.

11.2 The Customer must provide to Go within 7 days of request or in the case of emergency such shorter time as Go may request such information as Go may request to enable it to comply with applicable Laws and must continue to provide Go with all such information as soon as is reasonably practicable.

12. CHANGE IN OCCUPANCY

In the event that the Customer proposes to vacate the Customer's Premises at any time after the Expiry Date when the Agreement remains in force, the Customer shall provide at least 20 days' notice in writing to Go, stating the date and time when the Customer intends vacating the Customer's Premises. The Customer must provide Go with a closing Meter reading on the date on which it vacates the Customer's Premises. In the event that the Customer vacates the Customer's Premises without having complied with the terms of this Clause 12, the Customer will remain liable for all Energy consumed at the Customer's Premises. This is without prejudice to the provision of Clause 7.

13. DISPUTE RESOLUTION

In the event of any dispute of whatever nature in connection with the Agreement the parties will use reasonable endeavours to resolve the matters in good faith by discussion. If the dispute has not been resolved by such discussion within 30 days, the dispute may be referred to the Commission for Energy Regulation. Save in respect of a dispute regarding termination of the Agreement, performance of the Agreement by both parties will continue during the dispute resolution process.

14. CONFIDENTIALITY

The Agreement and all information provided in connection with the Agreement shall be treated as confidential and shall not be disclosed without the prior written consent of the other party, save that consent shall not be required for disclosure:



- a. to directors, employees, consultants, professional or financial advisors or financial institutions or affiliates of either party, provided that they in turn are required by that party to treat the information disclosed as confidential;
 - b. to any financial institution in relation to the financing of either party's business activities, provided that the financial institution is required by that party to treat the information disclosed as confidential;
 - c. to the extent required by any Law, judicial process or the rules and regulations of any recognised stock exchange;
 - d. to the extent necessary to enable Go to perform its obligations and supply or procure the supply of Energy under the Agreement;
- or
- e. to any intending assignee of the rights and interests of either party or any potential purchaser of either party, provided that such intending assignee is required by that party to treat the information disclosed as confidential.

15. DEBT FLAGGING

15.1 Where a request to switch to Go is processed, the Customer's current supplier will notify Go if the Customer is in arrears for more than the levels set for all customers by the CER. If Go decides not to carry out the switch because of arrears, Go will tell the Customer in writing. (Arrears – an overdue payment that has not been paid.)

15.2 If the Customer chooses to switch to another energy provider, and they are in breach of the CER approved debt thresholds, a debt flag will generate on the Customer's account. This debt flag will inform the acquiring supplier that the Customer is in breach of the approved debt thresholds.

16. CODES OF PRACTICE

Go has created the following Codes of Practice, copies of which are available on request: 1. Marketing and Sign Up, 2. Customer Billing and Disconnection, and 3. Complaint Handling.

17. NOTICES

17.1 Go and/or its agents may wish to contact you by email, text message, post, telephone or in person with information about products and service which may be of interest to you. If you do not wish to be contacted, please exercise your right to opt-out.

17.2 All notices and communications concerning the Agreement will be in writing and addressed as follows:

In the case of Go: Go Power, 16 Churchtown Road, Cookstown, Co. Tyrone, BT80 9XDGO

17.3 In the case of the Customer, to the Address for service of Notices specified in the CAF.

Notices will be deemed served or delivered to the addressee or its office:

- a. If delivered by hand, upon the date of delivery;
- b. If delivered by pre-paid ordinary post 2 Business Days after sending
- c. If delivered by facsimile, at the time that a successful transmission report is produced by the sender's facsimile machine; or
- d. If delivered by electronic mail, the date of delivery.

18. MISCELLANEOUS

18.1 These General Terms and Conditions are subject to change from time to time, whether to reflect any new Energy market arrangements or Laws, directions of Regulatory Authorities or otherwise. Go may provide you with revised General Terms and Conditions or notify you on your bill, by email, by letter or by way of public advertisement that revised General Terms and Conditions are applicable. In



any case, the revised General Terms and Conditions will be deemed incorporated into the Agreement from the later of the date of notification to you or the date the revised General Terms and Conditions are specified to come into effect.

18.2 Go may assign the benefit of the Agreement or any part of it. The Customer may assign the Agreement only with written consent of Go, which consent shall not be unreasonably withheld.

18.3 The Agreement constitutes the entire agreement between the parties and supersedes all previous agreements between the parties in relation to the subject matter of the Agreement. Each party acknowledges that it has not entered into the Agreement on the basis of any representation or warranty other than those set out herein.

18.4 Any waiver under the Agreement must be in writing. No waiver of any power or right shall be construed as a waiver of any other power or right. A waiver of a breach will not operate or be construed as a waiver of any other or further breach.

18.5 If any court of competent jurisdiction declares any provision of the Agreement void, that provision will be severed and the remainder of the Agreement will remain in full force and effect. If any provision of the Agreement becomes invalid or unenforceable or requires variation as a result of any change in any Law or trading arrangements, the Agreement will be amended by agreement between the parties, or failing such agreement, as determined by Go acting in Good faith, in such a way as to give effect to the commercial intent of the parties as set out in the Agreement.

18.6 The laws of Ireland will govern the Agreement and the parties accept the non-exclusive jurisdiction of the courts of Ireland.