



Terms & Conditions

Introduction

We have laid out our general terms and conditions in a fair transparent way, making them easy to understand for all our customers. They should be read in conjunction with the various Codes of Practice (COP) and policies including the Panda Customer Charter listed below and which are freely available on our website or a posted copy upon request:

COP on Customer Billing and Disconnection

COP on Marketing & Sign up

COP on Vulnerable customer

COP on Customer Complaints

COP on Prepayment metering

COP on Smart Metering

Customer Charter

For specific offerings, we may furnish you with additional specific terms and conditions depending on the particular offering subject to the prior approval of the Regulator of the additional terms and conditions. Tariffs will also be made available on the website and by email or by post.

We at Panda are constantly improving our service and these terms and conditions will change from time to time with due notice either electronically or by post with at least 30 days' notice of change taking effect, to our customers as the needs of our customers and the regulatory environment to energy changes. The customer will be given the right to withdraw from the changed terms and conditions during that 30-day period. See our website for most current terms and conditions.

We would ask you to take particular note of the following provisions: security deposit (clause 4), duration (clause 2.1), pricing (clause 5), termination for non-payment (clause 9) and date protection (clause 10).

For further information, please see our details below:

Phone Lo-call: 01 829 8992

Email: customercare@panda.ie

Address: Head Office, Ballymount Road Upper, Ballymount, Dublin 24

Website: www.panda.ie

Definitions

In this agreement the following terms shall have the following meanings, unless the context otherwise requires: In these conditions the words below have the following meanings:

- "Agreement" means this agreement for the supply of energy including the application signed by you in person or any application agreed by you on-line, by telephone or received by email and sent to you within a reasonable period called a cooling off period and during which you may opt out of the contract or in the event that you occupy a property if you consume energy on the property, this agreement governs our relationship too. It may also include specific additional terms for specific offerings.

- “Arrears” means an overdue payment that has not been paid by the Customer or on an account;
- “Billing Period” means a period of two months in respect of which we will issue invoices to you under this Agreement;
- “Budget Period” means a period of two months in respect of which we will issue invoices to you under this Agreement;
- “Budget Controller and in-Home Display” means the device installed by us to record your payments and your electricity consumption and which interrupts your electricity supply if payment is not made;
- “Conditions” means the standard terms and conditions of supply set out in this document;
- “Distribution Services” means any works carried out by ESB Networks or Gas Networks in relation to the customer’s Energy Connection, including but not limited to the provision, installation, repair, maintenance, energisation or de-energisation or servicing of the Meter or equipment used in the distribution and supply of electricity;
- “Energy Connection” means the connection between the electricity and gas networks and the property up to and including the Meter;
- “Energy Network” means all of the transmission and distribution wires used for the transmission, distribution and supply of electricity & gas to, from or within Ireland;
- “Emergency” means emergency endangering persons and/or property or an outage in the energy supply arising from a fault in the electricity or gas network;
- “Emergency Credit” means €10 credit which is available when the balance on the Budget Controller and in-Home Display goes to zero, allowing you to continue to use energy. Emergency credit will be recouped the next time you Top-Up or, at our discretion, in stages over a number of subsequent Top-Ups as set out in the Tariffs;
- “Emergency Response Service” means the emergency response service operated by ESB Networks & Gas networks for the purposes of receiving and responding to reports of actual or suspected energy emergencies;
- “Equipment” means the Panda Equipment together with the Other Equipment;
- “Friendly Credit” means credit which is available when the balance on the Budget Controller and in-Home Display goes to zero, once your Emergency Credit has been used. This credit will apply from 5pm to 9am Monday to Friday, weekends and on the main public holidays and prevent your electricity being cut off at those times. Friendly Credit will be recouped the next time you Top-Up or, at our discretion, over a number of subsequent Top-Ups as set out in the Tariffs;
- “Installation Charge” means the fee for the installation Service as set out in the Tariffs;
- “Installation Service” means the installation of the Budget Controller and in-Home Display at the Premises, as more particularly described in Section 6;
- “Length of Agreement” means the term or duration of the Agreement, which will be notified to you at the time of the Agreement;
- “License” means the License to supply electricity granted to us by the Regulator to supply electricity;
- “Meter” means the energy meter and related fittings and wires installed by ESB Networks or Gas Networks for the purpose of measuring the quantity of energy used by you on the Property and includes any such meter or meters of any type supplied to you at any time at the Property;

- “MRSO” means the Meter Registration System Operator, a body run by ESB Networks which maintains the register of all electricity meter points in Ireland;
- “Payments” means any amount due by you (the Customer) for the supply of energy or otherwise under the Agreement;
- “Panda” means the company Panda Limited with a registered address of C/O Panda Waste, Rathdrinagh, Navan, Co. Meath (Company registration number 529870) and includes its successors, assigns, designated third parties, subcontractors and other group companies in the Panda Group and affiliates, as requires. It will also be referred to as the Supplier;
- “PAYG Equipment” means the Panda Equipment consisting of the Budget Controller and in- Home Display
- “Property” means the Property specified in the application for energy supply completed by you or such other Property as may be notified by you to us and accepted by us from time to time;
- “Pay as You Go Meter” means the prepayment computerised meter through which energy may be pre-paid from us using a top-up card;
- “Priority Support Customers” means a household customer is either critically dependent on electrically powered equipment, which shall include but is not limited to life protecting devices, assistive technologies to support independent living and medical equipment or particularly vulnerable to disconnection during winter months for reasons of advanced age or physical/sensory/intellectual or mental health;
- “Regulator” means the Commission for Regulation of Utilities and it is Ireland’s independent energy regulator;
- “Smart Meter” means a budget controller that may be supplied by Panda which provides advanced features and that is capable of recording half-hourly usage data and contains a mobile SIM card. Provided there is adequate mobile network coverage, this allows us to communicate directly with the meter for a number of purposes including: adding top-ups to the meter automatically; technical monitoring; updating your tariff; deducting a charge; sharing information about your energy usage;
- “Tariff Structure” means our list of current tariffs and the pricing structure applicable to each; and means you the customer who has entered into the Agreement. Where you are more than one person or entity, each person or entity is jointly and severally liable for your obligations under this Agreement;
- “Top-Up” means pre-paid codes supplied by us through retail outlets and which may be input into the Budget Controller or the connected in-home display either manually or in the case of a Smart Meter automatically, to procure the supply of energy in accordance with Section 6.

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

Deemed Contracts

In the context of the customer – supplier relationship, a deemed contract arises where a customer is supplied with gas or electricity at a premises by licence holder without having formally agreed the terms and conditions for this service. Typically, a deemed contract occurs where:

A customer moves into a property where there already exists a supply of gas or electricity and has not agreed contractual terms with the supplier who provides the supply of gas or electricity to the property, or

A fixed term contract expires and there are no explicit provisions for the period immediately after expiry. The characteristics of gas and electricity as commercial products are such that it is practically unfeasible and inconvenient to disconnect the supply of gas or electricity to a property when a customer moves out and reconnect it when a new customer moves in. In this context, the role of deemed contracts is two-fold: it allows customers to avail of uninterrupted supply of gas and electricity when moving premises or after the expiration of a fixed contract and also provides suppliers with a consistent and legal basis upon which they can supply gas or electricity to a premises where a contract of supply has not yet been agreed and subsequently charge for this supply.

A Deemed Contract will be in place where a premise is no longer subject to a contract for supply of electricity and/or gas “Energy” by Panda and is connected to a supply under a Deemed Contract.

A Deemed Contract will commence on the date you take Energy supply from Panda.

The Terms of a Deemed Contract constitute an agreement for the supply of Energy between you and Panda.

Customers supplied under a Deemed Contract are free to enter into a contract of supply with Panda or with another supplier.

Where a Deemed Contract is in place, it will continue until you register and enter into a new contract with Panda or you enter into a contract with another provider.

Under a Deemed Contract you will be charged Panda Standard rates and you are responsible for the payment for the Energy supplied.

Under a Deemed Contract we will issue bills to your property based on actual or estimated meter readings which you are liable to pay.

Where a premise is no longer subject to a contract of supply with Panda and is being supplied under a Deemed Contract, it will be at risk of disconnection.

Premises supplied under a Deemed Contract are subject to SCA and/or GCA.

The additional terms and conditions set out in Smart Metering Services under the Further Information section may apply depending on if you have a Smart Meter at your Property. We may agree extra terms and

conditions with you from time to time, which will apply depending on the tariff you have chosen, for example if we agree to fix your prices for a period of time. Please refer to your confirmation letter to find out details of these extra terms and conditions.

Supply & Length of Agreement

Panda will supply Electricity & or Gas to the Customer ("You") at the Property for the payments set out in the Agreement. Panda will notify you at the time of the Agreement of the length of the Agreement, for example the duration of the contract. After your contract end date, you will revert to Panda standard unit rates unless a renewal has been agreed. In certain offerings and subject to the cooling off period in consumer contracts, the contract will be for a specified minimum period during which time early termination by the customer may attract clearly defined penalties.

In the event that we do not already supply you at the Property, Panda will seek information about your previous supply and disclose this information to relevant parties in order to carry out our responsibilities, including whether a Smart Meter is installed at your Property and if there is, to obtain information about the specification and functionality of that Smart Meter. Once received we will begin supplying the Property on the date the MRSO notifies us we are the Supplier and the Agreement will commence on that date.'

The customer can cancel the Agreement within 14 days from the date you agreed to this Agreement under the European Union (Consumer information, Cancellation and Other Rights). Regulations 2013 by using the cancellation form on our website at www.panda.ie or by contacting us at the above address, phone number or email address. In any distance selling contract where the contract is concluded by email/internet or telephone, the customer shall have a right to terminate any such contract within 14 days of the conclusion of the contract without any reason.

In certain circumstances, you may require us, for whatever reason, to supply energy to you during the 14-day cancellation period set out above. In the event that you wish to cancel this Agreement 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.

It is a matter for us to ensure that you have consent to make a joint application and we will not open an account without the permission of the person who is to be named account holder or their nominated representative. Where a joint account is to be opened, we will confirm with any other named person on the account that they wish to be named as soon as possible after the initial account opening. In the event that we are given false, misleading or inaccurate information, it is company policy for us to pass details of such infringements to fraud-prevention agencies. The Agreement will continue until the Agreement is ended by either of us in accordance with Condition 12 (Termination).

Panda will send to customers a written notification either separately (via post or, for those customers who have signed up for electronic billing, by email) or on a prominent position on the bill and display the following information no less than 30 days prior to and no more than 60 days in advance of the expiry of a fixed term contract. With this notice, we will include the following information in this notice:

- Date when the customer's fixed-term contract is due to expire
- Estimated annual bill for the customer's current energy plan (based on updated CRU approved annual consumption figures)

- Where a customer has been on the same energy tariff for the past 3 years or more, Panda will issue a written notification or email on an annual basis to prompt customers to review their contract.

Meter Reading & Equipment

In accordance with our COP on Billing, which is available upon request in hard copy or on line at www.panda.ie, the energy supply will be measured at the Meter that has been installed by ESB Networks or Gas Networks. ESB Networks or Gas Networks will also maintain the Meters on behalf of Panda.

Panda ensures that all customers will receive their bills promptly and regularly as per the Conditions. Bills will be issue no later than one month after the receipt of scheduled meter reading or estimated data from ESB Networks or Gas Networks for the billing period.

ESB Networks & Gas Networks provide the meter reading services to Panda. As a residential customer, ESB Network & Gas Networks representatives take a meter reading four times a year to ensure your electricity usage is recoded correctly. We will also have two planned estimates per annum.

When your meter is not read, your usage is estimated based on previous consumption, time of year and other relevant factors. Any adjustment will be made when the next meter reading takes place. Additionally, 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 Meter reading by phoning 01 829 8992.

You can, however submit your own reading to ESB Networks or Gas Networks at any time. Sometimes, where an ESB Networks or Gas Networks representative can't get access to your meter they may leave a card with you. Calling ESB Networks within 24 hours of receiving the card with your meter reading will avoid you receiving an estimated bill. ESB Networks can be contacted on 1800 372 757 or online at www.esbnetworks.ie.

We will regularly send you bills for the energy that you use. Your bill may also include charges for additional services which you will have agreed to pay.

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 Panda.

If we supply energy to you but all or part of such energy supplied is not registered by the Meter (due to a fault or unauthorised interference or any other reason), you must pay an amount equal to the charge that would have been payable had the Meter or metering equipment been working properly.

Further information on your bill can be obtained in our COP on billing entitled Customer Billing & Disconnection.

Security Deposit

Sometimes we require security against future bills. It will depend on your individual circumstances and credit history. We could ask that when you sign up, you pay by direct debit and/or that you lodge a cash deposit. When a deposit has been requested, this security deposit will be maintained for a period of 12

months. The security deposit will be credited to the next bill following satisfaction of credit terms for a period of 12 months continuously. If the customer has met our credit terms, then in such circumstances the security deposit will be returned.

Prices & Billing

Panda ensures that all customers will receive their bills promptly and regularly as per these Conditions. Bills will be issued no later than one month after the receipt of scheduled meter reading or estimated data from ESB Networks or Gas Networks for the billing period.

Panda offers both paper and electronic billing to customers. If a customer switches from electronic to paper billing, this is facilitated by a simple process at no cost to the customer. However, a cost may incur if the customer availed of a discount by choosing electronic billing.

Every customer is billed at their relevant tariff rate or category and the tariff number will be communicated to you on your bill either by post or electronically. This depends on the network that you're connected to i.e. urban, rural or night saver. The following is a list of the potential profile numbers and this will depend on your location:

Profile number 1 is residential urban

Profile number 2 residential urban night saver

Profile number 3 is residential rural

Profile number 4 is residential rural night saver. For the profile number 4 customers, a cap liability will be in place for usage in excess of 1,583kWh for every two months.

The profile number will be set out on your bill on the top right hand corner of the bill.

When we become aware of an unexpected delay in billing a customer that will exceed one full billing period, we will contact the customer where reasonably practicable, to notify you of the late billing.

If there are any changes to a tariff, we will notify our customers in conjunction with the terms laid down by the CRU, except where a customer is in a flexible contract where tariffs change more frequently. For up-to-date information on all applicable tariffs and charges that may be obtained please see our website <https://www.panda.ie/>

When you get your bill, it is for the amount that you have consumed or used. We ask that all customer pay their bill on time with the right amount.

We have a number of options for payment and depending on your agreed contact of discounts, you may have agreed to one particular method, e.g., direct debit.

Further information on your bill can be obtained in our COP on billing entitled "Customer Billing & Disconnection".

Marketing

Panda, members of Panda group and /or agents acting on behalf of Panda may wish to contact you by text message, e-mail, post, telephone or in person with information about products or

services (relating to gas, electricity or other products and services, including those offered by third parties) which may be of interest to you. Please follow carefully the instructions below to ensure that your marketing preferences are respected.

If you do not wish to be contacted by e-mail or text message with information about Panda products and services which relate to the supply of electricity, gas, or Home Team products, please exercise your right of opt-out as described below.

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

How to exercise your right of opt-out

When registering your market preference with us, you are responsible for recording your preference accurately. If you have multiple accounts with Panda, you must ensure that your preferences are recorded accurately and inform us which accounts you wish to opt-out from. Customers who successfully opt-out will be notified of such in writing.

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

Phone Lo-call: 01 829 8992

Email: Customercare@panda.ie

Address: Head Office, Ballymount Road Upper, Ballymount, Dublin 24

Website: www.panda.ie

Pay as you go Metering

A prepayment meter is a meter that is installed in your home which allows you to use an energy card. You can top up this card at various shops with PayPoint and Payzone symbols.

There is an additional service charge when you use a 'pay as you go' meter. When you buy credit with your electricity Card and credit your meter, you pay for:

- Electricity consumed
- A daily standing Charge
- A daily Service Charge
- PSP/Government Levies
- Payments off money that is owed from previous bills, if applicable

'Pay as you go' metering is a good way to budget and keep control of your account. Your meter will display how much credit you have left to use. It will also show you how many days worth of electricity that you have, based on your current usage.

In relation to Eligibility, Panda will only discuss and install a 'pay as you go' meter with the named account holder or with a person with the written consent of the customer. If you are a tenant in a rental property, permission from the owner/landlord of the property should be sought before installation.

We will perform the installation service at the Premises at a time agreed with you. The installation charge applies to our provision of the installation service.



If we or you discover that a Budget Controller and in-Home Display reading has been inaccurate or omitted the readings have not been converted into Charges correctly, we or you, as the case maybe, must pay any money that is due in order to correct for such errors or inaccuracy (such payment to be made within 28 days of the notification to you or us in writing of the error of inaccuracy).

The Budget Controller and in-Home Display will at all times remain our property and you will have no rights or interest in it. This item must be used in accordance with our instructions and terms and conditions.

Necessity for mobile communications: if you have a Smart Meter, the energy meter is intended to automatically communicate with Panda. Panda Smart Meters require mobile network coverage in order for all its features to work correctly. You must not interfere with the meter in any way that would cause it to lose mobile network coverage.

If you use a Pay As You Go meter which is a Smart Meter installed by another Supplier, it may not work correctly when you transfer to us. If this happens we will replace this meter free of charge.

If you use Friendly Credit, Emergency Credit, or other credit advanced to you either automatically or at our discretion, this credit will be recouped from your next Top-Up or over a number of subsequent top-ups.

If you bypass the budget controller, or otherwise obtain energy without paying for it, we will also recoup any costs we incur in uncovering this activity and in recouping the amount that is due. If you in good faith dispute any Charge or other sum falling due under this Agreement, no payment of the disputed sum will be required to be made until such dispute is settled or otherwise determined. In the interim you must pay all other Charges and any other sums falling due under this Agreement in the ordinary way. Once the dispute is settled or determined we will pay any amount that is still owed by us or, as the case may be, you must pay us any amount owed by you.

If you make an appointment and cannot keep it, you must let us know by midday the day before, or we may charge you a Missed Appointment Charge.

If you request a visit to the Premises to check the Budget Controller and in-Home Display, we may charge a call out charge.

Certain customers such as those that are on our special services register that have an impairment that could impact an ability to use a technology may not be eligible for prepayment meters.

It is important that users of 'pay as you go' meters are capable of using any technology that is provided safely, that they can access physically and also have access to a location to purchase top up credit. If a customer opts to pay by a 'pay as you go' meter and had credit difficulties, a portion of their credit payments or top up will go toward paying off the accrued debt. Should you find yourself in this position, 25% of your total payment amount will automatically deducted and used to pay this outstanding debt until such a time that this debt is cleared. In outstanding circumstances, we will work with individual customers taking into account a customer's financial situation when deciding the portion of every top up credit to ensure that payments are manageable.

Change of Supplier and Debt Flagging

A customer shall not be charged for changing energy suppliers. Panda reserves the right not to sign a new customer in certain circumstances and in compliance with our energy supply license. When your request to switch is processed, your current supplier will notify MRSO who in turn will notify us if you are in arrears for more than the level set for all customers by the Regulator. If we decide not to carry out the switch because of arrears, we tell you verbally. In the event, you are in arrears with Panda, more than the level set for all customers by the Regulator we will seek to prevent the switch by notifying MRSO who in turn will notify the other supplier.

Energy Emergencies and Safety

ESB Networks operates an Emergency Response Service on behalf of all customers. The 24-hour telephone number of the emergency response service is 1800 372 999.

Gas Networks operates an Emergency Response Service on behalf of all customers. The 24-hour telephone number of the emergency response service is 1800 205 050.

For the duration of a Network Emergency or in the case of an escape, or suspected escape, of Natural Gas:

- Panda is entitled at the request of the National Gas Emergency Manager, the provider of the Emergency Response Service of the Relevant Shipper, as the case may be, to discontinue the supply of Natural Gas to the premises; and
- A customer shall refrain from using Natural Gas immediately upon a request arising from a direction from the National Gas Emergency Manager or the Emergency Response Service provider as the case may be.

Termination due to Non-payment

Disconnection of a customer due to non-payment is a last resort. We will work with customers who are in arrears.

We will disconnect only as a last resort. Instances where disconnection may occur include:

- Failure to pay a bill relating to the supply of energy.
- Upon request of the named account holder or has written permission from the account holder.
- No registered occupant at the property.
- For safety and/or operational reasons by ESB Networks or Gas Networks, where appropriate.
- Failure to pay where a payment plan is broken.

We will not disconnect a customer in the following circumstances:

- Where a customer has entered into a payment plan and is honouring that arrangement.
- Where a customer is pursuing a complaint using the complaint handling procedures specified and the complaint is related to the reason for disconnection. We will not initiate a disconnection in relation to the disputed amount until the complaint process is exhausted. However, you may be required to pay the undisputed element of the charges billed and any subsequent bills that follow.
- The bill due is not for the supply of energy
- For failure to pay a bill based on a regular estimate unless it is fair and reasonable in the circumstances
- Where a customer relies on a recognised life support system and has already informed us
- During the winter months (1st November to 31st March) where a person is registered on our special services register.

Disconnection procedures due to non payment

We strive to do our best to work with customers who find themselves in financial difficulty. It is imperative that you get in touch with the office if you find yourself in that position immediately. Our agents are trained to proceed with sensitivity.

- We have clear internal processes that will be followed before disconnection due to non- payment of their account.
- We will contact and notify our customer to inform them that they are in arrears (in writing and other formats). In this notice, we will include information on any options the customer has to make payments and provide contact details for customers who want to enter into a payment plan. It will also include information on how to arrange to have a pre-payment meter installed.
- We will make further contact after this initial communication. This may include
 - At least two attempts to contact the customer in writing
 - At least two additional attempts to contact the customer, via telephone, email, text message or other format
 - Each attempt to contact the customer will take place no less than three working days apart.
- We will write to you and give you ten working days' notice of our intention to request disconnection. The notice will contain the following information:
 - The reason for disconnection
 - List all costs that will apply for disconnection and reconnection
 - Contact details so that you can arrange payments with us and avoid disconnection
 - Please note that disconnection calls will not be made on a Friday, Saturday, and Sunday, eve of a public or bank holiday or on a bank or public holiday. However, disconnections for safety reasons can be made at any time
 - Highlight that the payment of arrears cannot be made to the persons carrying out the disconnection
 - Contact details for support agencies
 - Highlight that if they opt for disconnection, arrears will still be recouped and standing charges may apply.
- If you are a dual fuel customer you will receive separate bills, any payments you make will be allocated to the account against which you make them. In the event of non-payment of one account, we may only lock or disconnect the meter related to that particular account.
- To avoid any doubt, we will not contact the ESB Network or Gas Networks for disconnection of a household customer until after the 10 working day notice period has expired.

Disconnection with no Registered Account Holder

If it is discovered that the existing account holder has closed their account or did not close it properly, we will issue a notice, in writing, to the new occupant. This will be in advance of a request to disconnect the property due to no new account holder being registered.

Reconnection

When disconnection occurs, we will work with our customers to find a solution to reconnect the supply. Before we reconnect, all arrears and costs associated with the disconnection and reconnection must be paid in full.

We will, however, work with customers to set up a payment plan. However, this is dependent on individual circumstances. The provision of a security deposit or bond or other measure may be required to ensure that disconnection for non-payment will not occur in the future.

If a customer has repeatedly been disconnected, failed to make payments of bills or fails to keep a payment plan, then reconnection may only take place after full payment for outstanding bills is made. You may be asked for a higher deposit or may be required to use a prepayment meter.

Customer Charter & Codes of Practices

To ensure quality of service at all times, Panda has developed Customer Charters and COPs. They include the following ones, which have been approved by the Energy Regulator:

Customer Charter

COP on Customer Billing and Disconnection

COP on Marketing & Sign up

COP on Vulnerable customers

COP on Customer Complaints

COP on PAYG

COP on Smart Metering

Vulnerable Customers

In accordance with the Panda COP on Vulnerable Customers, Panda will protect vulnerable persons. A vulnerable customer is defined in legislation as a household customer who is:

- Critically dependent on electrically powered equipment, which shall include but is not limited to life protecting devices, assistive technologies to support independent living and medical equipment, or
- Particularly vulnerable to disconnection during winter months for reasons of advanced age or physical, sensory, intellectual or mental health.
- Advancing age is taken to be a person of pensionable age (66 years or above) living alone, with another vulnerable person or with minors.
- Any Household customer who fulfils these criteria and has registered with Panda will be deemed a Vulnerable Customer on either our Priority Services Register or Special Services Register.

This is our commitment to you:

- You will receive a friendly representative or agent when you contact us.
- Once you register with us on our vulnerable customer register, you will be on the most economic tariff available for your chosen payment method.
- For customers with hearing or visual impairment, you can avail of a number of communication options to suit your needs.
- Customers registered as critically dependent on energy may not be disconnected for non-payment of account.
- Customers registered as particularly vulnerable to disconnection during winter months may not be disconnected for non-payment of account in winter months (1st November – 31st March)
- If we break our promise to you or breach any of the standards guaranteed in our customer charter, you are entitled to a payment of €30.
- We maintain a register of 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.
- For further details, please see the Code of Practice for Vulnerable Customers on the Panda website or a hard copy is available upon request to Panda Ltd, Ballymount Rd Upper, Ballymount, Dublin 24.

Complaints

Our intention is to provide you with great service. If, for whatever reason, you are unhappy with our service, please call us and we will strive to resolve the issue. Alternatively, you can email us or write to us at Panda. Please see our details below:

Phone-Lo-Call: 01 829 8992

Email: customercare@panda.ie

Address Head Office, Ballymount Road Upper, Ballymount, Dublin 24

Website: www.panda.ie

We hope to settle all issues as quickly as we can. If you write to us with a complaint, we will acknowledge your complaint and respond within ten working days. You can escalate your complaint, if you are unhappy with the initial response.

Within eight weeks, all complaints will be resolved or an action plan put in place that has been agreed with you. We will keep you informed about the progress of resolution.

We have a code of practice on handling complaints so please contact us to receive a copy.

Limitation of Liability

We will not be responsible for any loss or damage sustained by you in respect of any failure by us to supply energy as a result of our inability to secure a supply of energy, industrial action, breaks or defects in mains, or any other reasonable cause outside our control.

We will not be liable to you under this agreement in Agreement, tort (including negligence) or otherwise for any indirect or consequential loss or economic loss suffered by you as a result of the sale or supply of energy or in connection with this Agreement.

We will not have any liability howsoever arising in respect of, or in connection with, any failure of the services provided by ESB Networks or Gas Networks, your Energy Connection or any Distribution Services.

The Customer accepts liability for the care and maintenance of the Electrical Appliances and associated wiring at the property.

We accept no liability arising in relation to your Electrical Appliances, the associated wiring or the maintenance of the Electrical Appliances or associated wiring.

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

Termination other than by Non-payment & Temporary Suspension

Termination of this agreement other than by non-payment may happen in the following circumstances:

- By paying the amount due for all energy and any other charges up to the date of such termination, you may terminate this agreement by giving 7 days' notice in writing to Panda Power.

- You will remain liable for any energy used in the Property until this notice has expired a) you have given us a meter reading b) you have given access to ESB Networks or Gas Networks to read and de-energise the Meter 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 us, at our sole discretion. Where 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 or Gas Networks access to the Property, you may be charged a special administration fee of €65 in order to close your account.
- In the event of your death, either your personal representative, or the occupiers for the time being of the Property, or both of them together, will be liable for any continued supply of electricity to the Property until a new Agreement is entered into for the supply of energy to the Property or until this Agreement is terminated.
- A death cert may be requested should an unnamed customer request to deal with the affairs of a customer who has since passed. A proof of address may also be requested should a tenant at the premises supplied request to be added to the account.
- We may end this Agreement in the following circumstances:
- On giving you three months' notice in writing where the continuation of the supply of energy to your Property is no longer economically viable;
- Subject to compliance with our COP's and our License, with notice, if you have not paid any monies due by you under this Agreement and you have not reached a settlement with us and we have followed our policy in our COP on Bill Payment in attempting to recover these monies;
- With notice, if you continue to be in breach of these Conditions for one month or more, having received notice of any such breach from us;
- Without notice, if we no longer have a License to supply your Property;
- Without notice, if a last resort supply direction is given to another supplier (the Supplier of Last Resort) in respect of the Property, and the Agreement 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)
- With notice, if you do not agree to the installation of a Pay as You Go Meter or agree to enter into a payment plan for the recovery of debt, where suitable.
- The ending of the Agreement, will not affect any rights or duties which have accrued to you or us prior to the Agreement ending.

Further information in relation to our policy and procedures for causing Property to be disconnected from the electricity network is set out in our Code of Practice on Customer Billing and Disconnection which may be obtained by contacting us in accordance with Condition 18.

Temporary Suspension of services may occur in circumstances where ESB Networks or Gas Networks decide it necessary and may result in loss of services without any liability to us.

This may occur in the following circumstances:

- Without notice, if the emergency response service or ESB Networks or Gas 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 or gas network, meter installation or the Electrical Appliances, this will be a temporary suspension of service only and

- 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, gas network, meter installation, or your internal installations up to and including the Electrical Appliances this will be a temporary suspension of the service only.

Assignment

Panda may assign or transfer the benefit of this Agreement or any or all of our rights and obligations hereunder without your prior written approval. Without prior written consent, you may not assign this Agreement.

Notices

We will have given you proper notice:

If we send the notice by post to your last known address on the second day after the date it was posted; or
If we address the notice to some or all customers in an advertisement in a national newspaper.

Data Protection Notice

In order that Panda may provide you with an effective service, it is necessary for Panda to collect and use data relating to you while you are being supplied with energy. If you have a Smart Meter the clause below (Further Information) provides more details on how we may process information collected by Smart Meters. This data is used mainly to manage your customer account and for operational reasons, including for example; visits to your Property, works required at your Property and construction and maintenance activities. In addition, data relating to you may be used for health and safety, administration, risk assessment, marketing and credit checking purposes. Customer's personal information may be transferred to the distribution system operator for the purpose of maintaining and operating supply to the premises.

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

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

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

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; Panda cannot guarantee the privacy or confidentiality of information relating to you when passing over the Internet.

You have the right to ask for a copy of your personal data (Panda 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:

- Phone Lo-call: 01 829 8992
- Email: customercare@panda.ie
- Address: Head Office, Ballymount Road Upper, Ballymount, Dublin 24
- Website: www.panda.ie

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.

Here at Panda we take your Privacy rights very seriously and have a dedicated team of specialist solicitors who oversee our privacy and data protection programme. We are dedicated to adhering to compliance with National and European Data Protection laws, namely the Data Protection Act 2018 and General Data Protection Regulation (GDPR) 2018. For more information on our data protection practices, please see our Panda New Customer Privacy Statement (sent as part of the welcome pack).

For information on how your data is managed via our Panda.ie and My.Panda websites, please visit our online Privacy Policy at <https://www.panda.ie/panda-home/privacy-policy/>.

For any privacy, data protection or GDPR related queries you can also email our Privacy Officer at Privacy.Officer@Pandagreen.ie

Further Information

General T&Cs

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

If we waive a breach of the Agreement 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.

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.

If Panda chooses to offer products which have additional or supplementary terms and conditions associated with them, you will be provided with a copy of these additional terms. Panda shall provide customers with a copy of the amended Terms and Conditions of Supply at least 28 days before the change comes into effect. Where the additional terms and conditions replace a clause in the standard terms and conditions this must be made clear in the document. In such additional terms we will highlight where there is any additional penalty or changes in tariff which may apply should the customer fail to meet the requirements.

Where the product has a fixed term, we will highlight this to the customer and the terms and conditions will set out what arrangements will be put in place for the customer on the expiration of that term. This will include notification on the customer's bill and by text at least 30 days in advance of the expiration of the contract of any new tariff or term and condition that would apply to the customer's account.

In the event that Panda conclude a contract with the customer by distance selling including telephone internet or email, Panda shall furnish you with a copy of these terms and conditions in compliance with the Distance Selling Regulations.

The Agreement shall be governed and construed in accordance with the laws of Ireland and the courts of Ireland and Regulation, if applicable shall have jurisdiction to decide any disputes arising between us and you.

Additional terms and conditions for SMART Metering Services (if applicable)

1. These terms and conditions are in addition to the General Terms and Conditions of supply and apply to you if there is a Smart Meter at the Property (subject to compatibility with our systems). If there is any inconsistency or conflict between these additional terms and conditions and the other terms and conditions in this Contract, then these additional terms and conditions will take priority
2. Your bills will be based on readings from your Smart Meter so that we can send you a bill, offer you the most appropriate tariffs and energy- saving products and for the other purposes set out in clause 23 (a) You will let us collect this information while we supply your Energy. If we cannot access readings from your Smart Meter (for example because of a failure of the Smart Meter) we may estimate your bills.
3. We or our agents own any Smart Meter and smart energy monitor we install at all times.
4. The smart energy monitor is linked to your Smart Meter and will not work with any other meters. If you move house, you must leave the Smart Meter and the smart energy monitor at the property at which it was installed.
5. If we need to make changes to your supply of Energy we may do this using your Smart Meter without having to visit your Property. This may include repairing or updating the Smart Meter, changing your Smart Meter from a credit meter to a Pay As You Go meter or disconnecting your supply (all in accordance with the terms of this Contract)
6. The information on the smart energy monitor display unit will provide an indication of the cost of the Energy you are using (excluding VAT) but it may not always match your bill. For example the information on the smart energy monitor may not reflect discounts or charges which are applied to your bill.
7. You must let us know immediately if there is any reason why we could not get information from a Smart Meter or if you think it has been tampered with.
8. While we supply Energy to you we will collect information about your Energy usage from your Smart Meter monthly. This information will be used in the way described in clause 22.
9. In addition to the monthly information we collect, if you have at the Supply Start Date chosen to allow us to collect information about your Energy usage from your Smart Meter at half hourly intervals we will use this information within the Panda group to: (a) manage your account and to supply the services you have requested from us; and (b) collect your half hourly readings once a day unless we notify you otherwise.
10. If you have not given us your permission to collect this half hourly information from your Smart Meter, you can do so at any time by contacting our Customer Services on 01 829 8992 or customercare@panda.ie

11. If you have provided your consent at the Supply Start Date to allow us to market to you we will contact you in writing or by phone e-mail or text message with information on energy efficiency, environmental updates and information on services and products we can offer you.

12. If you later wish to withdraw your permission to stop us collecting half hourly information please contact our Customer Services team on 01 829 8992 or customercare@panda.ie. Also if you do not wish to continue to receive general information on our products and services please say this when you write to us, otherwise we will assume that you do.

13. If you have a Smart Meter installed by another supplier you should tell us this before you transfer to us. After you transfer to us you may not be able to use all the functions of the Smart Meter but we will explain what functions (if any) will be affected before you transfer to us based on the information that we have.

14. If you subsequently cease to take Energy from us then you may not be able to use all or any of the Smart Meter functions.'

15. Further information regarding Panda's SMART Meter services can be found in Our Domestic Smart Services COP.