



# RESIDENTIAL HEAT AGREEMENT FORM

*\*Please give 7 days notice for registration and connection\**

### CUSTOMER DETAILS (please use block capitals)

Title	<input style="width: 80%;" type="text"/>
First Name	<input style="width: 80%;" type="text"/>
Last Name	<input style="width: 80%;" type="text"/>
Address	<input style="width: 80%;" type="text"/>
	<input style="width: 80%;" type="text"/>
	<input style="width: 80%;" type="text"/>
	<input style="width: 80%;" type="text"/>
	<input style="width: 80%;" type="text"/>
Tel. No.	<input style="width: 80%;" type="text"/>
Email address	<input style="width: 80%;" type="text"/>
Mobile No.	<input style="width: 80%;" type="text"/>

### ADDITIONAL ACCOUNT HOLDERS

Name 2	<input style="width: 80%;" type="text"/>
Mobile No. 2	<input style="width: 80%;" type="text"/>
Email 2	<input style="width: 80%;" type="text"/>

*Please contact customer care if further additions are required*

### PAYMENT & DEPOSIT DETAILS

Direct Debit		<input type="checkbox"/>	
Bank Transfer		<input type="checkbox"/>	
Cheque/Postal Order		<input type="checkbox"/>	
Debit Card		<input type="checkbox"/>	
Complete Direct Debit mandate provided?			
	Yes	<input type="checkbox"/>	No <input type="checkbox"/>
Deposit paid?	Yes	<input type="checkbox"/>	No <input type="checkbox"/>

*(Please refer to welcome letter for reduced deposit information. No cash enclosed please; only cheques, credit/debit card or bank transfers referencing apartment address)*

### HEAT SUPPLY DETAILS

Account start date (per lease/contract)	<input style="width: 30%;" type="text"/>
Starting Read	<input style="width: 30%;" type="text"/> kWh
Connection Required	Yes <input type="checkbox"/> No <input type="checkbox"/>

### RESIDENTIAL STATUS

Owner	<input type="checkbox"/>	Tenant	<input type="checkbox"/>
If Tenant, please provide Landlord details:			
Name	<input style="width: 100%;" type="text"/>		
Address	<input style="width: 100%;" type="text"/>		
	<input style="width: 100%;" type="text"/>		
	<input style="width: 100%;" type="text"/>		
	<input style="width: 100%;" type="text"/>		
	<input style="width: 100%;" type="text"/>		
Tel. No.	<input style="width: 100%;" type="text"/>		
Email address	<input style="width: 100%;" type="text"/>		
Mobile No.	<input style="width: 100%;" type="text"/>		

### IF YOU REQUIRE YOUR BILL POSTED TO AN ALTERNATIVE ADDRESS

Name	<input style="width: 70%;" type="text"/>
Bill Address	<input style="width: 70%;" type="text"/>
	<input style="width: 70%;" type="text"/>
	<input style="width: 70%;" type="text"/>
	<input style="width: 70%;" type="text"/>
	<input style="width: 70%;" type="text"/>

### DECLARATION OF ACCEPTANCE OF TERMS AND CONDITIONS OF HEAT SUPPLY

I/we request Veolia Energy Services Ireland Ltd to supply heat to me/us at the premises address provided and agree to honour the attached standard terms and conditions of supply of heat to residential customers. I/we confirm that I/we are over 18 years of age and have read and understand the terms and conditions. I/we understand this agreement is legally binding between me/us and Veolia Energy Services Ltd.

Name (block capitals)	Signature	Date
1 _____	_____	_____
2 _____	_____	_____

Veolia Energy Services Ireland Ltd has been engaged by the System Owner (as defined below) to provide Heat to the Development set out below. These are the Conditions which will apply to your Contract with Veolia for the provision of Heat.

## 1. DEFINITIONS

1.1 In these Conditions, the words below have the following meanings:

- **"Billing Period"** means a two month period in respect of which Veolia will issue invoices to you under this Contract.
- **"Conditions"** means these standard conditions of supply.
- **"Contract"** means the contract for the supply of Heat by Veolia to you.
- **"Veolia"** means Veolia Energy Services Ireland Limited, Innovation House, DCU Innovation Campus, Old Finglas Road, Glasnevin, Dublin 11 which has been appointed and licensed by the System Owner to operate and maintain the System and to supply Heat via the System.
- **"Development"** means the buildings and common areas within the development of which the Premises form a part.
- **"Heat"** means any heat energy transported through the System and supplied to the Premises.
- **"Heat Network"** means all of the pipelines used for the transmission, distribution and supply of Heat to, from or within the Development.
- **"Meter"** means the Heat meter and related fittings and pipes installed by the System Owner for the purpose of measuring the quantity of Heat used by you on the Premises and includes any meter or meters of any type used for this purpose which may be installed at or on the Premises.
- **"Network Emergency"** means an emergency which may endanger persons and/or property arising from a deviation in Heat pressure or Heat quality in the Heat Network or any part of the Heat Network.
- **"Premises"** means the premises/apartment specified in your application for Heat supply or such other premises as may be notified by you to Veolia and accepted by Veolia from time to time.
- **"Premises Owner"** means the owner(s) of the Premises, being the person(s) named as the lessee on the head lease of the Premises (including their personal representatives, successors, and permitted assigns) who is responsible for the maintenance and repair of the Premises Sub-System for the duration of such lease.
- **"Premises Sub-System"** means the equipment within the Premises used for the generation, distribution, emission and control of the Premises' space heating and domestic hot water.
- **"Pricing Policy"** means Veolia's current tariffs and the pricing structure applicable to the supply of Heat at the Development.
- **"System"** means the district or community heating system owned by the System Owner and operated by Veolia on its behalf for the generation and distribution of Heat around the Development.
- **"System Owner"** means the owner of the System, [insert site specific name]
- **"You"** means you, the customer, who has entered into the Contract for the supply of Heat to the Premises.

1.2 Any reference in these Conditions to a document shall be a reference to such document as amended or replaced from time to time.

## 2. TERMS AND CONDITIONS OF HEAT SUPPLY

2.1 In consideration of and as a condition of Heat being supplied to you via the System and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), you hereby accept and agree to be bound by these Conditions.

## 3. SALE AND SUPPLY

3.1 Subject to these Conditions, Veolia agrees to supply you with Heat at the Premises for the duration of the Contract.

3.2 If Veolia does not already supply the Premises with Heat, the Contract will commence on the date Veolia begins to supply Heat to the Premises as may be notified to you. The Contract will last for as long as Veolia supplies the Heat to you and until terminated by you or us in accordance with Condition 12.

## 4. COST OF HEAT

4.1 The price of the Heat supplied by us is as set out in our Billing & Pricing procedures which has been approved by the System Owner and is available on Veolia's website at [www.Veolia.ie](http://www.Veolia.ie).

4.2 Veolia is entitled to change the price charged once we have informed you by sending prior notice of the change to you by post. Any such notice will state the date from which the change is to become effective.

4.3 Heat is charged in kiloWatt hours (kWh). The unit cost of a kWh of Heat is applied to the number of kWh used or estimated to have been used during the Billing Period to produce the cost of Heat used by you at the Premises.

4.4 The customer will be charged for the number of kWh of Heat consumed, or estimated to have been consumed, or passed through the Meter, or estimated to have been passed through the Meter during the Billing Period.

4.5 Consumption data providing details of your usage of Heat at the Premises will be made available to you on request.

## 5. METERING AND BILLING

5.1 The Heat supply will be measured using the Meter located in or at your Premises. Veolia's staff, agents or contractors will read the Meter or an estimated Meter read will be calculated in line with Veolia's standard estimation process which takes into account prior Heat usage at the Development, the time of year and the nature of the Premises (residential use).

5.2 In between readings of the Meter, estimations of your Heat consumption may be made by Veolia particularly if Veolia or its agents have not been able to get Meter readings for any reason. You can also provide Veolia with a Meter reading by phoning (01) 870 1280 or by emailing [ie.dhs@Veolia.ie](mailto:ie.dhs@Veolia.ie).

5.3 Veolia will issue a bill for each Billing Period for the Heat used (or estimated to have been used) during that Billing Period. Your bill will also include a standing charge and will include VAT.

5.4 If at any time any Meter reading is found to have been inaccurate or if the readings have not correctly been converted into charges and you have been overcharged for Heat, Veolia will repay or credit your account with any amounts owing to you (less any amounts outstanding by you) at the date of the next bill. If you have been undercharged, Veolia will invoice you for the amount by which you have been undercharged and you must pay any amounts owing to Veolia as part of your next bill.

5.5 Further information on your bill is set out in our Billing & Pricing procedures available on Veolia's website at [www.Veolia.ie](http://www.Veolia.ie).

## 6. PAYMENT OF BILLS

6.1 You must pay Veolia the cost of the Heat consumed at the Premises or which is estimated that you have consumed during the Billing Period, the standing charge applicable and any amount specified on the bill for any other services that we have agreed to provide to you (plus VAT).

- 6.2 Unless agreed otherwise, every bill issued to you will be payable on the date specified in the bill.
- 6.3 You may pay your bills using any of the following methods:
- (a) by direct debit using the direct debit form available at [www.Veolia.ie](http://www.Veolia.ie) or by calling (01) 870 1280; or
  - (b) by credit or debit card by calling (01) 870 1280; or
  - (c) by cheque or postal order (made payable to Veolia Energy services Ireland Limited)
  - (d) Via Bank, either (i) electronic transfer online or (ii) cash lodgement in a bank branch.
- 6.4 If you do not pay any sum due under the Contract you may be liable to pay interest on any outstanding amounts from the due date until payment is made at a rate equal to 2% above EURIBOR and your supply of Heat may be disconnected/ your Premises Sub-System isolated.
- 6.5 We may charge you for the costs of collecting overdue payments, which may include but are not limited to: (a) where we incur tracing costs, (b) where your bank returns a cheque to us as unpaid or rejects a direct debit for insufficient funds in your bank account; or (c) any third party costs that we incur in recovering or collecting the late payment.

## 7. SECURITY DEPOSIT AND RECONNECTION FEE

- 7.1 On signing the Contract, we require you to provide a security deposit of (amount specified in welcome letter) if you sign up for payment by direct debit this fee is halved. This deposit is required to secure the payment of any monies which become due by you under the Contract and which remain unpaid. Any security deposit provided to Veolia will be repaid to you when you close your account provided that all sums due have been paid.
- 7.2 If this Contract has been terminated and/or the Premises Sub-System has been isolated by Veolia as a result of your failure to pay any amounts due under these Conditions, and you have subsequently paid all outstanding amounts and have asked for the supply of Heat to be reconnected, Veolia will charge a reconnection fee of €115 (including VAT) which will be payable in advance of reconnection.

## 8. ACCESS

- 8.1 The Premises Sub-System must be used and maintained by you and/or the Premises Owner in accordance with the System Owner's instructions. Subject to these Conditions, Veolia will maintain the Meter or any metering equipment associated with the System.
- 8.2 You must comply with any conditions given to you by the System Owner (or by Veolia on its behalf) regarding the Meter, the System or any related matters. You agree to be bound by any such conditions.
- 8.3 You are responsible at all times for exercising due care towards the Meter. You will not interfere or allow any interference with the Meter, whether for repairs or for any other purpose, without the System Owner's consent and will notify Veolia promptly of any defect in the Meter or if any alteration or maintenance of the Meter is required.
- 8.4 You must allow Veolia's authorised personnel, agents or contractors to enter your Premises for the purposes of reading, inspecting, disconnecting, locking or removing the Meter and for all other purposes in connection with providing Heat. Such entry must be permitted by you at all reasonable times and at any time in a case of any emergency or Network Emergency.
- 8.5 If you fail to comply with Condition 5 (Metering and Billing) or 8 (Access) and this delays payment for the Heat used by you, Veolia will be entitled to treat such failure as a neglect or refusal to pay for the purposes of this Contract.

## 9. SYSTEM EMERGENCY

- 9.1 Veolia may discontinue or suspend the supply of Heat to the Premises without notice if a System Emergency occurs but will take reasonable steps to resolve any System Emergency as soon as possible.

## 10. LIMITATION OF LIABILITY

- 10.1 Veolia will not be responsible for any loss or damage sustained by you in respect of any failure to supply Heat as a result of our inability to secure a supply of fuel, the expiry or termination of our contract with the System Owner, any industrial action, breaks or defects in mains or any other cause outside our reasonable control.
- 10.2 Veolia will not be liable to you under this agreement in contract, tort (including negligence) or otherwise for any indirect or consequential loss or economic loss suffered by you as a result of the supply (or any breakdown or interruption in the supply) of Heat or in connection with this Contract.
- 10.3 Veolia will not have any liability howsoever arising in respect of, or in connection with, any failure of the services provided by the Premises Owner or the System Owner to you or us.
- 10.4 Veolia is not responsible for the care and maintenance of the Premises Sub-System.
- 10.5 Veolia accepts no liability in relation to the use to which the Heat is put by you or any appliances in which the Heat may be used by you.
- 10.6 Nothing in these Conditions will exclude or restrict our liability for damages arising out of liability for death or personal injury arising from our negligence.

## 11. DISCONTINUATION OF HEAT SUPPLY

- 11.1 Any Meter shall remain the property of the System Owner and may be removed by Veolia (and the Premises may be isolated from the Heat Network) in any of the following circumstances:
- (a) in accordance with Condition 12.1;
  - (b) for safety reasons;
  - (c) where Veolia suspects there has been interference with the Meter or associated pipework; or
  - (d) if no agreement has been entered into by you with Veolia.
- 11.2 Veolia reserves the right to discontinue the supply of Heat to you or the Premises in accordance with Condition 12 below.

## 12. TERMINATION OF THE CONTRACT

- 12.1 If you are moving Premises and/or no longer wish us to supply you with Heat or wish to terminate the Contract because you are unhappy with changes to these Conditions under Condition 14.1, you must:
- (a) give Veolia at least seven calendar days' notice, either in writing or by telephone (or as otherwise agreed by us), before leaving the Premises; and
  - (b) pay all amounts due for all Heat used up to the date of termination and for any other charges or services that have been provided to you under this Contract.
- 12.2 You will not be liable for any Heat used in the Premises after this notice has expired provided that you have either:
- (a) informed us of the correct Meter reading; or
  - (b) given Veolia access to the Premises in order to read the Meter; and
  - (c) provided Veolia with the name of the incoming customer.

If you cannot provide us with the name of the incoming customer, Veolia may discontinue the supply of Heat to the Premises on expiry of the notice period.

- 12.3 If you do not comply with Condition 12.1 and 12.2, you may remain liable for any Heat used at the Premises until the Heat supply to the Premises is discontinued or a new account is opened in respect of the Premises. If you can demonstrate that you have made best endeavours to close your account in accordance with these Conditions, you will not be held liable for

any charges in respect of your account after a period of two months from the date you requested your account to be closed.

12.4 In the event of your death, your personal representative and/or the occupiers for the time being of the Premises will be liable for any continued supply of Heat to the Premises until a new Contract is entered into for the supply of Heat to the Premises or until this Contract is validly terminated.

12.5 Veolia may terminate this Contract and/or isolate your Premises Sub-System at any time:

- (a) with prior notice, if you have not paid any monies due by you under the Contract;
- (b) with prior 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;
- (c) without notice, if in the opinion of Veolia there is any risk of injury to persons or property as a result of any defects or suspected defects in the system, Heat Network, Meter installation or the Premises Sub-system and this has not been rectified within a reasonable period of time; and/or
- (d) without notice, if Veolia no longer has a licence from or agreement with the System Owner engaging Veolia to supply your Premises.

12.6 If the supply of Heat is discontinued by Veolia as a result of your default, you will be required to pay all related expenses reasonably incurred by Veolia including the cost of disconnection from the Heat Network and of subsequent reconnection, if any.

12.7 The ending of the Contract will not affect any rights or duties which have accrued to you or Veolia prior to the end of Contract.

### 13. COMPLAINTS

13.1 If you have a complaint in relation to any issue arising under the Contract, you may make a complaint by contacting our Helpdesk at the contact details set out in Condition 17.

### 14. CHANGES TO THESE GENERAL CONDITIONS

14.1 Veolia may amend, vary or add to these Conditions (including our Pricing Policy) at any time on giving you twenty eight (28) days' notice in writing. Veolia may amend these Conditions at any time in order to comply with any legal or regulatory requirements. If any variation, addition or amendment is unacceptable to you, you may end the Contract in accordance with Condition 12.1 (the unvaried Conditions applying during the twenty eight day notice period). Otherwise, you will be deemed to have accepted the new Conditions.

14.2 The Conditions shall be displayed on our website or may be obtained by contacting us at (01) 870 1280 or [ie.dhs@Veolia.ie](mailto:ie.dhs@Veolia.ie).

### 15. ASSIGNMENT

15.1 We may assign or transfer the benefit of this Contract or any or all of our rights and obligations hereunder to any other person without your prior written approval.

15.2 You may not assign this Contract without our prior written consent which shall not be unreasonably withheld.

### 16. NOTICES

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

16.2 You will have given us proper notice if you send the notice by post addressed to us at our principal office set out in Condition 17.

### 17. CONTACT DETAILS

17.1 Our Customer Care Department may be contacted:

(a) In writing at DHS Customer Care, Veolia Energy Services Ireland Limited, Innovation House, DCU Innovation Campus, Old Finglas Road, Glasnevin, Dublin 11

(b) By telephone: (01) 870 1280;

(c) By fax: (01) 870 1201; and

(d) By e-mail: [ie.dhs@veolia.com](mailto:ie.dhs@veolia.com)

Please note: for data privacy reasons, we will only deal with the named account holder notified to us. This contact information may be amended or varied from time to time. The up-to-date information in this regard will be displayed on our website and on your bill.

### 18. DATA PROTECTION NOTICE

18.1 In order to provide you with an efficient service, Veolia needs to collect and use data relating to you while you are being supplied with Heat. This data will include your name, address and contact details and other information which you may provide to us and may also include your billing history ("personal data"). This personal data is used mainly to manage your customer account and for operational reasons including, for example, visits to your Premises and arranging works required at your Premises. Veolia may also use this personal data to carry out credit checks and for fraud prevention with licensed agencies or fraud prevention agencies. This personal data may be recorded by these organisations to prevent fraud, to help make credit decisions about you and for debt collection purposes. Veolia may also receive personal data from the Premises Owner or the System Owner, as appropriate, to enable us to provide services to you or them. Veolia may keep your personal data for a reasonable period after you cease to be supplied with Heat but will not keep it for any longer than is necessary and/or as required by law. Veolia will treat your personal data carefully and with respect.

18.2 Veolia may disclose your personal data to other members of the Veolia group and agents who act on its behalf as necessary in connection with the activities referred to above. Such agents are only permitted to use your data as instructed by Veolia. They are also required to keep your data safe and secure.

18.3 You have the right to ask for a copy of your personal data. If you wish to avail of this right, you should submit a written request to: Veolia (Data Protection Officer) at the address above. Veolia is entitled to charge a nominal administration fee for dealing with your request. If any of your details are incorrect, please let us know and we will update them.

18.4 We may monitor or record telephone calls to help improve our customer services, for security purposes, for administering your account and for debt collection purposes.

### 19. GENERAL

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

19.2 If Veolia waives a breach of the Contract by you, that waiver shall not be considered to be or include a waiver of any subsequent breach by you of the same or any other provision.

19.3 If a court or other 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.

19.4 The Contract shall be governed by and construed in accordance with the laws of Ireland and the courts of Ireland shall have exclusive jurisdiction to decide any disputes arising between Veolia and you.