

## **CODE OF PRACTICE ON BILLING AND DISCONNECTION**

### **For Non-Domestic Customers**

Erova Energy Supply Limited (Erova) is committed to providing our business customers with exceptional service. In this Code of Practice, we outline our processes and commitments in relation to billing, communication of billing information, payment of account, debt management policy and disconnection for non-payment.

## **1. BILLING**

### **1.1. General Information**

Your bills are accurately calculated based on actual or estimated readings provided by ESB Networks for your billing period. If you are a Non-domestic non interval customers, you may be able to submit a read but only if you either do not have a smart meter or have a smart meter with a CTF of 1. We rely on ESBN verifying any read that you provide to us prior to using it to calculate your bill. If your meter records your consumption in profiles, we will use the profile information received by ESBN to bill you.

Erova will email you your bills in electronic format unless you expressly request paper billing when signing up with us. If you do choose paper billing, this may impact the discounts or products we can make available to you. Depending on the tariff you have selected along with the frequency of the data we receive from ESBN, your bills will be issued on either a monthly or bimonthly basis.

We accept payment of your bill through variable direct debit which we will arrange with you when you sign up. Our payment terms for direct debit require you to pay the full billed amount each billing period. The amount will be taken from your account 14 days after your bill issue date. If your bank details change, please contact us to update them. In certain circumstances we will accept payment over the phone using a debit or credit card. You will be expected to pay the full amount of each bill if paying using a debit/credit card for any bills issued.

### **1.2. Security Deposit Policy**

Erova may ask new and existing customers for a security deposit against future bills. Deposit amounts will vary depending on your business type, demand profile and volume and credit history.

Any security deposit given to us will be repaid to you when you close your account provided there is no outstanding balance. Further details on our security deposits can be obtained through calling us on details below or referencing our website at [www.erova.ie](http://www.erova.ie). Detailed about our Security Deposits are also contained within our T&C.

### 1.3. Closing your account

You may choose to close your account with us for different reasons which could include, your business tenancy ending resulting in you moving out of the premises or coming to the end of your contract with us and choosing to move to a new energy Supplier. You will be required to close your account in line with what we agreed at sign up and what is published in the terms and conditions you agreed when becoming an Erova customer. If you do not close your account as per below and in line with Erova T and C, you will still be liable for all supply and standing charges.

As per the terms you signed with us, if you wish to close your account mid contract, we will be required to charge termination fees. If you are closing your account due to a new tenant taking over the energy supply at your business, we require that you contact us and provide the following information:

- ▶ Your company name,
- ▶ Your account number,
- ▶ The date you are leaving the premises,
- ▶ The final meter reading (if you are a non-interval customer), and
- ▶ Your forwarding address.

The new tenant will be required to either switch to a new energy Supplier or register with us. We would be appreciative if you advised the new tenant to contact us if they would like a seamless switchover with no disconnection of supply. If we are not contacted by the new tenant, we will be required to disconnect the electricity supply via ESB Networks for vacancy. This is further detailed in section 2.4 of this Code of Practice.

If you are disconnecting your premises on request during your contract term, you will still be liable for standing charges at the site. It is only upon de-registration of site that you and Erova are no longer required to pay Network charges.

Erova will always aim to final bill you on an actual read or actual consumption profiles. If we are unable to receive an actual read from you or ESBN at account closure, we will use an estimate to final bill you. If a subsequent actual read is received following final bill, any final charges will be amended to reflect a credit payable by Erova to you or debit which is payable by your company. If you are an interval customer, we will use interval data received from ESBN on the date of account closure to calculate your bill. If you are a large energy user and your meter type requires us to, we will disconnect your supply upon account closure.

If you choose to switch to a new supplier, you are not mandated to contact us. Your new supplier will inform us of your intention to switch to them through the market systems. If you have outstanding debt when you choose to switch to a new supplier, we are mandated to debt flag your account which may result in your new supplier cancelling the switch until such time as your debt is repaid to Erova. If your account is not debt flagged, we will close your account once the new supplier starts to supply you and you have no outstanding balance with us.

Your final bill will be issued within six weeks from the effective date of the change of supplier or the account closure taking place. You must pay, in full, the outstanding balance on your final bill. If your final bill is issued with a credit balance, Erova will notify you of the credit balance and will credit it to you through bank transfer to your bank account within 8 weeks of

your final bill issuing. Your customer account will only be finalized once all outstanding amounts are cleared or when we have refunded any credit to you.

## 2. DISCONNECTION

### 2.1. General Information

We aim to ensure that our customers have continued access to electricity supply but to do this, we rely on our customers paying their bills. If you are having difficulty paying your bill, please let us know as soon as possible through any of the channels outlined in the Contact us section at the end of this document. We are open to discuss payment options and will work with you to develop a customised payment plan. It is important that you contact us as soon as payment difficulties arise so that the level of debt does not increase to significant levels making it more difficult to repay.

Whilst we are committed to supporting you through difficult times, if you are in arrears and do not engage with us, we have no option but to enforce our right to be paid for the energy you have been supplied with. If we are forced to disconnect you for non-payment of account, we will comply with our commitments as outlined in our terms and conditions of supply.

The instances which may lead to the disconnection of your supply include:

- ▶ Failure to pay a bill relating to the supply of electricity,
- ▶ Upon request of the account holder,
- ▶ In line with the terms and conditions of supply which may require disconnection,
- ▶ No registered occupant at the property (vacancy),
- ▶ Where we have entered a payment plan with you and you have failed to honour the plan, or
- ▶ For safety reasons as determined by ESB Networks (this Code does not apply in this case).

However, the disconnection of your supply will not be initiated in the following circumstances:

- ▶ Where you have entered a payment plan with us and are honouring the arrangement,
- ▶ Where you are pursuing a genuine complaint using the complaint handling procedures specified by us and the complaint is related to the reason for disconnection, until the complaint process is exhausted,
- ▶ Where you are disputing a bill – and this only applies to the disputed bill and not any previous or subsequent bills which must be paid as normal,
- ▶ For failure to pay a bill which is not related to the supply of electricity, but another service, and
- ▶ For failure to pay a bill based on a regular estimate unless it is fair and reasonable in the circumstances (e.g., refusal to allow ESB Networks access to the meter).

### 2.2. Disconnection for Non-Payment

If we are required to disconnect for Non-Payment of account, we will follow the procedure outlined below. The process is detailed as follows:

### **Stage 1**

- ▶ We will write to you via email (using the email address on our records) advising that we are to proceed with disconnection process due to non-payment of account. We will also try to contact you via phone to advise you of same. We will use the phone number we hold on record for you.
- ▶ The email and phone contact will include all necessary information about payment options and the amount outstanding.
- ▶ Where appropriate and upon your request, we will facilitate a nominated third party to represent you during communication and resolution activities around your debt.
- ▶ If debt is repaid or an agreed way forward achieved, the process will end here.

### **Stage 2**

- ▶ Should we not successfully resolve the overdue amount after writing to and phoning you as per stage 1, we will issue you with a written notification advising of our intention to start disconnection proceedings 5 working days from this issued communication.
- ▶ If you are a large energy user classified as QH metered, we will either begin disconnection proceedings
  - 2 working days from written communication issue in stage 2.
  - Or in line with the timelines agreed within our contract T&C of supply

### **Stage 3**

- ▶ Disconnection of supply for non-payment of account will be undertaken by ESNB from day 5 or day 2 (Dependent on customer type as detailed in stage 2).

## **2.3. Reconnection Following Disconnection for Non-Payment**

Following disconnection, you can contact Erova to discuss reconnection terms.

- ▶ Where a settlement (payment plan or payment in full) has been agreed between you and Erova, we will reconnect you according to the terms and conditions of our contract.
- ▶ We may request additional security to reconnect you following disconnection due to non-payment of account.
  - The details relating to the conditions of the security and how the security will be repaid will be provided to you in writing.

## **2.4. Disconnection of Premises with No Registered Account Holder**

Erova refers to disconnecting a premise with no registered account holder as disconnection due to Vacancy.

### **Large Energy User (LEU)**

- ▶ If you are a large energy user and move out of a premises (close your account) without a new occupant moving in, becoming the registered account holder or switching to a new supplier, we will disconnect the site with immediate effect.

### **Non Domestic Consumer (not LEU)**

- ▶ Where Erova is supplying a property that does not require immediate disconnection of supply due to vacancy and the existing account holder has closed their account with no new occupant advising of new tenancy, a written notice will be issued and addressed to the new occupant of the property 5 working days in advance of a request to disconnect the property due to vacancy. The notice will outline the costs associated with the de-energisation and re-energisation of the premises.

### **3. CONTACT US**

Whether you want to gain further information on our security deposit policy, have had difficulty paying your bills, or wish to request your account closure, please do not hesitate to contact our customer care team using the following details:

- ▶ By email: [info@erovaenergy.ie](mailto:info@erovaenergy.ie)
- ▶ Phoning +353(0) 1 474 4817 (Lines open Monday to Friday 9am to 5pm)  
Note: calls are charged at Local rates from anywhere within ROI (charges may vary from mobiles)
- ▶ Via post to Molesworth House, 1-2 South Frederick Street, Dublin D02 N820, Ireland

### **4. CRU SIGN OFF**

This Code has been approved by the Commission for Regulation of Utilities (CRU) on 02.07.2021.