

## Calor EasiPay Plan (ROI)

**Terms and Conditions of Calor Teoranta** of Longmile Road, Dublin 12, trading as Calor Gas, Calor Ireland, and Calor Kosangas (“Calor”):

### 1. Purpose of the EasiPay Plan

- 1.1 The “EasiPay Plan” is a budgeting payment option designed to assist Domestic Customers in the Republic of Ireland, by spreading the anticipated annual cost of their LPG supply across equal monthly instalments over a 12-month period, rather than paying in full at the time of each LPG delivery.
- 1.2 Participation in the EasiPay Plan does not fix or cap the price of LPG and does not guarantee that monthly instalments will equal the actual cost of LPG supplied during the year.

### 2. Eligibility

- 2.1 The EasiPay Plan is available to Domestic Customers in the Republic of Ireland who are supplied with LPG by Calor under a valid Supply Agreement, subject to Calor’s reasonable acceptance criteria, including account status and payment history
- 2.2 Participation in the EasiPay Plan is conditional on the Domestic Customer:
  - maintaining an active Calor account in good standing; and
  - agreeing to pay monthly instalments under the EasiPay Plan by Direct Debit; and
  - complying with the terms of the Supply Agreement.

### 3. Calculation of Monthly Instalments

- 3.1 Monthly instalments are estimates calculated by Calor based on:
  - the Domestic Customer’s historical LPG usage (by volume) over the preceding 12-month period;
  - the applicable standing charge; and
  - any other charges payable under the Supply Agreement.
- 3.2 Where a full 12-month usage history is not available, Calor may estimate usage using reasonable alternative data, including shorter-term consumption patterns or property characteristics.
- 3.3 Monthly instalments are intended to reflect the anticipated annual cost of LPG, spread evenly over a 12-month period. Actual annual costs may differ depending on consumption levels and price changes.

### 4. Payment Method

- 4.1 Monthly instalments under the EasiPay Plan must be paid by Direct Debit from a bank account held with a bank located in the Republic of Ireland, due to banking and payment system requirements
- 4.2 Instalments will be collected on the date notified to the Domestic Customer and confirmed as part of the EasiPay Plan set-up.

4.3 Failure to make a scheduled payment may result in suspension or cancellation of the EasiPay Plan and may affect eligibility for any associated discount bundle.

## **5. Review and Adjustment of Instalments**

5.1 Calor will annually review the Domestic Customer's actual LPG consumption at the end of each 12 month period.

5.2 Where Calor reasonably determines that:

- actual usage is materially higher or lower than estimated; or
- future consumption is likely to differ from the original calculation;

5.3 Calor may increase or decrease the monthly instalment amount for the following period to better reflect anticipated costs.

5.4 Calor will notify the Domestic Customer in advance of any adjustment to the monthly instalment amount and explain the reason for the change.

## **6. End-of-Year Reconciliation**

6.1 Where the total instalments paid during the 12-month period are less than the total charges incurred under the Supply Agreement, the outstanding balance will be taken into account when calculating instalments for the following year, unless otherwise agreed.

6.2 Where total instalments paid exceed the total charges incurred, any resulting credit will:

- applied to the Domestic Customer's account; and/or
- taken into account when setting the instalments for the following year.

## **7. Price Changes**

7.1 Participation in the EasiPay Plan does not fix or cap the price of LPG.

7.2 Calor may vary LPG prices, standing charges, and other applicable charges in accordance with the Supply Agreement.

7.3 Any such variations may be reflected in:

- revised monthly instalments following review; or
- the end-of-year reconciliation.

## **8. Withdrawal or Termination of the EasiPay Plan**

8.1 The Domestic Customer may request to exit the EasiPay Plan at any time, subject to settlement of any outstanding balance.

8.2 Calor may withdraw the EasiPay Plan where:

- the Domestic Customer fails to make payments when due;
- the account is no longer in good standing;
- the Domestic Customer no longer pays monthly instalments under the EasiPay Plan by Direct Debit; or
- the Supply Agreement is terminated.

8.3 Withdrawal from the EasiPay Plan may result in the loss of eligibility for any discount bundle linked to participation in the EasiPay Plan.

## **9. Relationship with the Supply Agreement**

9.1 The Domestic Customer acknowledges and agrees that these EasiPay Plan Terms and Conditions form part of, and are conditional upon, the Customer entering into the Supply Agreement.

9.2 The terms of the Supply Agreement shall apply in full to participation in the EasiPay Plan. In the event of any conflict or inconsistency, the Supply Agreement shall prevail, except in respect of matters expressly governed by these EasiPay Plan Terms and Conditions.

## **10. Data Protection**

10.1 Calor is committed to protecting the personal data of its customers and ensuring your privacy. To the extent that Calor collects personal data from the Customer in the course of performing its obligations under the Promotion and/or to administer the Customer's account and to provide our services and products, Calor will only process such personal data in accordance with its obligations under the Data Protection Acts 1988 to 2018 and the General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR").

10.2 The purposes for which Calor may process personal data include: setting up, monitoring and managing the Promotion, its Confirmation and Acceptance, all installations, finance, obtaining credit references, obtaining, maintaining and exchanging information on meter points, with Registered Gas Installers, reporting to statutory authorities and regulators, billing, call data management and, depending on your written preferences, direct marketing purposes as notified by you.

10.3 Calor will retain your personal data only for as long as necessary to fulfil the purposes for which it was collected, or as required by applicable laws and regulations.

10.4 Calor implements appropriate technical and organisational measures to protect your personal data from unauthorised access, loss, misuse, alteration, or disclosure.

10.5 To facilitate the EasiPay Plan, Calor may engage agents and third-party service providers who will process your personal data on its behalf. These processors will only act under Calor's instructions and are required to implement adequate technical, organisational and security measures to protect your data. You have the right to access, rectify, and erase your personal data held by Calor. You may also have the right to restrict or object to the processing of your personal data and to data portability. To exercise these rights contact us at [privacy@calorgas.ie](mailto:privacy@calorgas.ie), by calling 1850 812 450, or by writing to us at: Data Protection, Calor Teoranta, Long Mile Road, Dublin 12. For further information see <https://www.calorgas.ie/privacy>

**11. Statutory Rights and Governing Law**

- 11.1 Nothing in this Schedule affects the Domestic Customer's statutory consumer rights under Applicable Irish law.
- 11.2 These Terms and Conditions, the Supply Agreement, and any dispute or claim arising out of or in connection with them (including any non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Ireland. The courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and Conditions.