

## POWER NI ENERGY LIMITED T/A POWER NI

### Default Customer Scheme made by Power NI Energy Limited t/a Power NI under paragraph 3 of Schedule 6 of the Electricity (Northern Ireland) Order 1992 as amended by the Electricity Regulations (Northern Ireland) 2007

#### Revision to Scheme first made August 2008

#### WHEREAS:

- (A) In paragraph 3 of Schedule 6 to the Electricity (Northern Ireland) Order 1992 (the “**Electricity Order**”), as inserted by regulation 5 of the Electricity Regulations (Northern Ireland) 2007, there is provision for deemed contracts for supply of electricity where an electricity supplier supplies electricity to any premises otherwise than pursuant to a contract.
- (B) Paragraph 3(6) of that Schedule 6 provides that each electricity supplier shall make (and may from time to time revise), a Scheme for determining the terms and conditions which are to be incorporated into the deemed contracts.
- (C) A deemed contract arises under paragraph 3(1) of Schedule 6 where an electricity supplier supplies electricity otherwise than pursuant to a contract, such deemed contract applying from the time the supplier began so to supply electricity.
- (D) Additionally, under Condition 22 of Power NI’s Supply Licence, the Authority may give a direction (referred to as a Last Resort Supply Direction) for Power NI to take over supply when a previous supplier fails, under which a deemed contract under paragraph 3(1) of Schedule 6 also arises.
- (E) A deemed contract arises under paragraph 3(2) of Schedule 6 where the owner or occupier of a premises takes a supply of electricity which has been conveyed there by an electricity distributor, the supply is not made by the holder of a licence under Article 10(1)(c) of the Electricity Order or under an exemption under Article 9 of the Electricity Order, namely by a supplier, and a supply of electricity so conveyed has previously been made by an electricity supplier, such deemed contract applying from the time the owner or occupier began to take such a supply.
- (F) Where the Authority has published a document containing provisions for determining the “appropriate supplier”, this may also be relevant for the application of this Default Customer Scheme.

#### POWER NI ENERGY LIMITED T/A POWER NI HEREBY MAKES A SCHEME AS FOLLOWS:

##### 1. Interpretation

- 1.1 In this Default Customer Scheme (including Appendices), except where the context otherwise requires:

“**Authority**” means the Northern Ireland Authority for Utility Regulation established under Article 3 Part II of the Energy (Northern Ireland) Order 2003 as amended by Article 3 of the Water and Sewerage Services (Northern Ireland) Order 2006;

“**Commencement Date**” means the date this Default Customer Scheme was first made, being August 2008;

**“Deemed Contract”** means a contract deemed to be made between Power NI and a Default Customer by virtue of paragraph 3 of Schedule 6 of the Electricity Order;

**“Default Customer”** means a customer supplied with electricity by Power NI otherwise than in pursuance of a contract, including where the customer is supplied pursuant to a Last Resort Supply Direction, or where (a) the owner or occupier takes a supply of electricity which has been conveyed to those premises by an electricity distributor and (b) that supply is not made by the holder of a supply licence under Article 10(1)(c) or pursuant to an exemption under Article 9 of the Electricity (Northern Ireland) Order 1992; and (c) a supply of electricity so conveyed has been previously made by an electricity supplier;

**“Domestic Customer”** has the same meaning as in the Supply Licence;

**“Electricity Regulations”** means the Electricity Regulations (Northern Ireland) 2007;

**“Last Resort Supply Direction”** means a direction given by the Authority to Power NI in accordance with Condition 22 of the Supply Licence.

**“Network Operator”** means NIE, or such other company that may be appointed to operate the local electricity network;

**“NIE”** means Northern Ireland Electricity Networks Limited, a company with registration number NI026041 whose registered office is at 120 Malone Road, Belfast BT9 5HT;

**“Power NI”** means Power NI Energy Limited t/a Power NI, a company with registration number NI027394 whose registered office is at Greenwood House, 64 Newforge Lane, Belfast, BT9 5NF;

**“Non-domestic Customer”** has the same meaning as in the Supply Licence;

**“Principal Terms”** has the same meaning as in the Supply Licence;

**“Revision Date”** means 01 October 2013;

**“Scheme”** means this Default Customer Scheme, made by Power NI pursuant to paragraph 3 of Schedule 6 of the Electricity Order;

**“Supply Licence”** means the public electricity supply licence granted to Power NI which has effect, in accordance with the Licensing Scheme made by the Authority under Regulation 35 of the Electricity Regulations, as if it were a licence granted to Power NI under Article 10(1)(c) of the Electricity Order as amended by Regulation 6 of the Electricity Regulations.

- 1.2 This Scheme shall be interpreted as if it were an enactment to which the Interpretation Act (Northern Ireland) 1954 applied.
- 1.3 Words and phrases defined in the Electricity Order, the Electricity Regulations or the Terms and Conditions for Supply set out in Appendix 1 and Appendix 2 to this Scheme and not otherwise defined in this Scheme shall have the same meaning when used in this Scheme.
- 1.4 Where there is any inconsistency between any of the provisions of the body of this Scheme and the Appendices, the provisions of the body of this Scheme shall prevail.

1.5 Nothing in this Scheme is intended:

- (a) to qualify, limit or exclude any rights to which NIE, Power NI or a Default Customer is entitled by virtue of any provision of an enactment or of the Supply Licence, or shall be treated as having any such effect; or
- (b) to go beyond or be incompatible with the purposes for which this Scheme may be made, or shall be treated as doing so.

## **2. Commencement Date and Application**

2.1 This Scheme (in the form in which it was first made) came into effect on the Commencement Date. The form of the Scheme made as at the Revision Date revises the terms of the form of the Scheme that came into effect on the Commencement Date and this revised Scheme applies at any time after the Revision Date to each Default Customer.

## **3. Deemed Contract**

- 3.1 At any time after the Revision Date, any Default Customer (being a customer supplied with electricity by Power NI otherwise than in pursuance of a contract or as further defined in the definition of 'Default Customer' in clause 1 of this Scheme) shall be deemed to have contracted with Power NI for a supply of electricity in accordance with the Terms and Conditions set out in Appendix 1 or Appendix 2 to this Scheme as appropriate. In the period from the Commencement Date to the Revision Date, the form of Scheme then in effect applied.
- 3.2 The Terms and Conditions for Supply for Domestic Customers set out in Appendix 1 to this Scheme shall be incorporated into each Deemed Contract with a Domestic Customer.
- 3.3 The Terms and Conditions for Supply for Non-domestic Customers set out in Appendix 2 to this Scheme shall be incorporated into each Deemed Contract with a Non-domestic Customer.
- 3.4 The Terms and Conditions for Supply at Appendix 1 and Appendix 2 to this Scheme provide that, in order to receive a supply of electricity, a Default Customer requires a connection agreement with the Network Operator. The Network Operator has appointed Power NI to act as its agent to enter into connection agreements with Default Customers on the Standard Connection Terms and Conditions set out in Appendix 3 to this Scheme.
- 3.5 In respect of customers that become Default Customers at any time after the Revision Date, Power NI will take all reasonable steps to contact such Default Customers in order to provide information about taking supply of electricity from Power NI, including providing Principal Terms, and to request that such Default Customers formally register with Power NI as soon as reasonably practicable.
- 3.6 The Deemed Contract shall not terminate but shall continue in effect until Power NI enters into another form of contract with the Default Customer, another electricity supplier begins to supply electricity to the Default Customer, or the relevant connection is de-energised.

## **4. Estimation of Quantity of Electricity Supplied**

- 4.1 If a meter at the relevant premises is not read immediately before the date the Deemed Contract starts, Power NI may, in accordance with procedures agreed with the Authority, determine by estimation the quantity of electricity to be treated as supplied by Power NI, or taken by the Default Customer, during the period beginning with the time when the Default Customer has been transferred to Power NI pursuant to a Last Resort Supply Direction or has started taking supply of electricity from Power NI and ending with the earliest of:
- (a) the time when the meter is first read after the time the Default Customer has been transferred to Power NI; and
  - (b) the time when Power NI ceases to supply electricity to the Default Customer's premises, or the Default Customer ceases to take a supply of electricity at the premises.

## **5. Governing Law and Exclusive Jurisdiction**

- 5.1 This Scheme is governed by the law of Northern Ireland, and the courts of Northern Ireland shall have exclusive jurisdiction in relation to this Scheme.

Dated this 21 of September 2015

## Appendix 1

### Terms and Conditions for Supply

#### for Domestic Customers of Power NI Energy Limited t/a Power NI

Please note that as a domestic customer of Power NI you are bound by the following terms and conditions. We ask that you closely review clause 21 (Data protection) which describes the way in which we may use your personal data and the parties we may disclose it to. In particular, we may use your personal data to send you information about our products and services and those of carefully selected third parties (whose products and services may be unrelated to ours) which we feel may be of interest to you. This information may be sent:

- (a) by non-electronic means, including by post, live telephone calls or where we visit your premises; and
- (b) by electronic means, including by email, SMS (texts) or multimedia messaging, smart phone applications, pre-recorded telephone messages or through your smart meter, only where we have your consent or where we are otherwise permitted by law to do so.

You may at any time tell us that you do not wish to receive marketing information from us by writing to us. Please provide your account number (if applicable), name, address, postcode and email address (if applicable) in any such request.

**By entering into this Agreement, you agree to your information being used and disclosed in accordance with the terms of this Agreement (including clause 21 on Data Protection).**

#### **1. Scope of Agreement**

This document sets out the terms and conditions for the supply of electricity by Power NI Energy Limited t/a Power NI, a company having its registered office at Greenwood House, 64 Newforge Lane, Belfast, BT9 5NF (“**Power NI / we / us**”) to a person (“**you**”) and for the payment for such electricity by you to us. These terms and conditions together with the tariff that applies to your supply form the legally binding contract (“**Agreement**”) between you and us.

This Agreement is for use if you are a Domestic Customer (as defined in the Electricity Supply Licence granted to us). In general, you will be a Domestic Customer if you are taking electricity wholly or mainly for a domestic purpose. This includes but is not limited to the use of electricity in the following types of premises:

- (a) a house;
- (b) flat or other self-contained dwelling;
- (c) certain types of residential accommodation such as a children’s home, hospice or care home;
- (d) a caravan or houseboat; or
- (e) self-catering accommodation.

If you are unsure whether you are a Domestic Customer, or if you are taking electricity for other purposes,

please contact us for more information about the terms and conditions applicable to your supply. By entering into this Agreement you agree that you are a Domestic Customer. If you cease to be a Domestic Customer you agree to inform us within 7 days of the change taking place.

If you are elderly or have a disability, or depend on life saving electrical equipment, we may have special services applicable to you. These are set out in a Code of Practice (see section 15 for further details).

As your supplier, we arrange for delivery of electricity to your premises. Northern Ireland Electricity Networks Limited (the “**Network Operator**”) is responsible for the quality and continuity of your supply and you have a separate contract with them. Please refer to section 23 below for more information about the role of the Network Operator.

## **2. Provision of information**

If you are a new customer on and from 1 October 2013, you acknowledge and agree that Power NI has, prior to entering into this Agreement:

- explained and drawn your attention to the Principal Terms of this Agreement;
- informed you of the Energy Consumer Checklist and where you can obtain a copy, and that you may request a copy from Power NI free of charge; and
- given you a written copy of this Agreement,

by the issue of the “Welcome Pack” from Power NI.

## **3. When this Agreement applies and when it starts**

This Agreement applies if:

- you were a customer of Northern Ireland Electricity Limited (now Northern Ireland Electricity Networks) and transferred to NIE Energy (now Power NI). In this case you do not need to take any further action. The Agreement starts from the date of the transfer; or
- you have chosen Power NI to be your electricity supplier. The Agreement starts from the date you agreed as the start date on the phone

## **4. Commencement of supply**

Where your premises is, at the date of this Agreement, connected to the electricity Distribution System operated by the Network Operator we will start supplying electricity to your premises no later than 15 working days after the Relevant Date, unless:

- you request that supply starts from a later date;
- a third party supplier that is registered for the premises objects to the transfer of your premises to Power NI; or

- there are circumstances beyond our control which prevent us from starting to supply by that date.

## **5. Variations to this Agreement**

We may change the terms of this Agreement at any time. If you do not accept the changes, you may terminate this Agreement as described in section 6 (Ending this Agreement) below. We will publicise details of these changes in advance where it is possible for us to do so.

## **6. Ending this Agreement**

This Agreement continues until it is terminated in accordance with the terms of this Agreement.

***You can terminate this Agreement within 10 working days from:***

- **if your premises has previously had a supply of electricity, the date you accepted it on the phone,**
- **if your premises is registered to Power NI and you are receiving a supply of electricity from us without having requested it, the date you moved into your premises; or**
- **if your premises has not previously been connected to the electricity Distribution System, the date you agreed on as the start date on the phone, or when your premises is connected to the electricity Distribution System (whichever date is the later).**

***To do this, simply write to us stating your name, address and contact number.***

You can terminate this Agreement where:

- you switch to another supplier;
- when you move premises;
- you do not accept the changes to the terms of this Agreement proposed by Power NI under section 5 above; or
- you wish to end your supply by having it cut off.

If you switch to another supplier, this Agreement will terminate only when the new supplier starts to supply you. You must still pay any money you owe us and for any electricity you use until the date your supply starts with the new supplier. We may give your new supplier any relevant details to help with your transfer. If you owe us money, we may advise your new supplier, and agree to transfer the debt to your new supplier for them to collect, giving them full details of the amount you owe.

If you are moving premises, you should give us at least two working days' notice before you move. If you are moving premises, this Agreement will end on the first of the following events:

- on the date we agree;
- when the next meter reading is due or
- when someone takes over the supply.

You must pay for all electricity used up until this Agreement ends and we will estimate your final meter reading if you do not provide one. If you would like us to continue to supply your electricity at your new premises, please contact our Customer Helpline. You will need to tell us your new address and the date you wish the supply to commence.

If you wish to end your supply by having it cut off, you should contact us and we will arrange for the supply to be disconnected. You must pay for all electricity used up until that disconnection takes place.

In order to supply electricity, we require an electricity supply licence. If we lose our licence, either you or we may end this Agreement immediately. Even if you do nothing, in order to make sure you do not lose supply, the Authority may direct another supplier to take over your account from us. If this happens, this Agreement with us ends automatically when the Authority's direction takes effect.

In addition to any other rights we may have, we may terminate this Agreement immediately and request that the Network Operator withdraws your electricity supply if:

- you do not pay any security deposit or all or any part of our charges (that are not genuinely in dispute) when due under these terms or it is not safe or reasonably practicable to install such a meter to collect the debt and future charges;
- you commit a serious or repeated breach of this Agreement (for example, if we reasonably believe you have stolen electricity or deliberately interfered with a meter or any other equipment or part thereof);
- you are declared bankrupt, or any formal steps are taken to have you declared bankrupt or any other form of insolvency proceedings are initiated against you;
- you no longer own, rent or use the premises; or
- there is a risk of danger to you or other members of the public if we continue the supply.

When this Agreement terminates, you are still liable to pay any amounts you owe us.

## **7. Tariffs / charges and payment**

You agree to take and pay for the supply of electricity in accordance with our scales of tariffs and charges published by us from time to time. All of our tariffs published by us are expressed as "pence per kWh". For details on current tariffs and applicable charges please visit our website at [www.powerni.co.uk](http://www.powerni.co.uk) or call our customer helpline on 03457 455 455. We will send you written details of applicable tariffs, charges and other payments to be made by you promptly on request.

We may change our tariffs and charges and the way we charge at any time in consultation with the Consumer Council and the Authority. We will publicise details of these changes in advance where it is possible for us to do so.

If you are a non-keypad customer, you will receive bills from us for your electricity usage. We may estimate your usage using your consumption history and standard industry practice and ask you for payment based on an estimated meter reading. We will do this when the meter reader fails to get access to your meter during a visit to your premises and you are unable to provide us with a reading before the bill is issued (usually 24 hours). You can also provide us with an actual meter reading by calling our Customer Helpline. We will seek to access your premises to take a meter reading at least once every 12 months.

You must allow us, or a third party service provider acting on our behalf, access to the meter (including pay-as-you-go keypad meters) at all reasonable times to enable the meter to be read.



If for any reason the meter does not register electricity usage accurately, you agree to pay an amount that reasonably reflects the amount of electricity you have used. If you disagree with our estimate of your electricity usage, you may wish to contact us at our Customer Helpline or alternatively refer the matter to the Consumer Council.

You agree to pay our other charges relating to your supply, including:

- reasonable charges for providing copy bills where requested by you;
- reasonable charges for providing a replacement for a lost pay-as-you-go keypad meter card and delivering it to you;
- if you are late paying;
- if work has to be carried out at your meter or pay-as-you-go keypad meter as a result of you tampering or interfering with the meter or pay-as-you-go keypad meter; or
- other reasonable costs that arise if we have to take action because you break the terms of this Agreement.

We will apply VAT at the appropriate rate to all tariffs and charges. If you do not use your supply wholly for domestic purposes, it is your responsibility to give us the information we need to apply VAT at the correct rate.

***Please call our Customer Helpline if you would like a copy of our guide to VAT on electricity supplies. You can also contact us by e mailing [home@powerni.co.uk](mailto:home@powerni.co.uk) or visiting our website at [www.powerni.co.uk](http://www.powerni.co.uk).***

***If your supply is subject to VAT at the higher rate, then the Climate Change Levy may also be applicable and we may require you to move to another tariff for non-domestic customers, to which different terms and conditions apply.***

## **8. Paying for supply**

All bills are due on the date of issue. Please make sure that we receive payment in full within 14 days of the bill date unless we have agreed a different payment arrangement with you. Please tell us immediately if you have difficulty paying.

We offer a variety of payment methods for paying bills including payment monthly in arrears, by direct debit (including monthly and quarterly direct debits) and in advance through a pay-as-you-go keypad meter. Further details of these are given in our Codes of Practice (see section 15).

We may approve other payment schemes that are requested by you – please call our Customer Helpline if you wish to enquire about this. We reserve the right to apply different charges for the supply of electricity depending on the choice of payment method. If you do not pay promptly we may require you to pay by another payment method.

If you have registered as a customer jointly with other people, the expression “you” will apply to each of you and each person will be responsible for paying all outstanding charges until they are paid in full. We will be entitled to claim part of the money owed from you all or, the whole sum from any of you.

If any amount payable by you is in genuine dispute, you must pay to us the amount that is not in dispute.

When the matter has been settled, we may adjust the amount owed by you as a result. If you have an account with us in respect of another premises, we may transfer any credit or debt between your accounts in order to recover any money you owe us.

## **9. Pay-as-you-go keypad meters**

You may ask us for a pay-as-you-go keypad meter and we will arrange for one to be installed if we reasonably can. You agree that we can access your premises on reasonable notice to install a pay-as-you-go keypad meter and that you will pay for your electricity through a pay-as-you-go keypad meter if:

- our credit checks indicate to us that this is an appropriate payment method for you;
- we have reason to believe that someone has tampered with an existing meter; or
- you owe us money and by installing a pay-as-you-go keypad meter we can avoid cutting off your electricity.

In continuing to pay for your electricity through a pay-as-you-go meter you accept that you will need to top up the keypad meter in order to receive electricity. If you fail to do so, this could cause inconvenience loss damage and injury to yourself, other occupiers and visitors to the premises for which you agree that we shall not be responsible.

A Code of Practice, setting out the services we offer to pay-as-you-go keypad meter customers, is available on request (see section 15).

## **10. Late payment**

If you do not pay our bills, we will take steps to recover money you owe us, including by appointing third party debt collection agents. You agree that we may charge you for the costs of collecting payments, which may include our costs (including third party charges):

- where we visit your premises;
- where we get a warrant of entry and carry it out, and where we incur any tracing costs; or
- where your bank returns a cheque to us unpaid, or rejects a direct debit, because there is not sufficient money in your account.

You agree that we may charge you interest for late payment. We will calculate interest at the rate of 3% above the Bank of England's current base rate.

If you owe us money, we may insist that a pay-as-you-go keypad meter is installed (which will be done by warrant if necessary). If you have a keypad meter, any debt or arrears on the account may be recovered as a percentage of subsequent purchases of electricity through the keypad meter.

## **11. Security deposit**

We may ask you to pay a deposit as security against payment for your electricity in certain circumstances. If we ask for a security deposit and you do not wish to provide a deposit, you may choose to pay for your electricity by monthly direct debit or through a pay-as-you-go keypad meter (provided if it is safe and reasonable practicable in all the circumstances to supply through such a meter and we are reasonably able to provide one). If we ask you for a deposit and you do not either pay the deposit or make payments by direct debit, we will insist on installing a pay-as-you-go keypad meter (which will be done by warrant if necessary).

Subject to the paragraph immediately below, if you have paid all charges for the supply of electricity for the previous 12 months within 28 days of the date of each written invoice we will repay any security deposit, such repayment to be made within 28 days of the date on which you become eligible for the security deposit to be repaid. If you have paid all charges for the supply of electricity and the supply by Power NI has ended in accordance with this Agreement, we will repay any security deposit as soon as reasonably practicable, and in any event, within 1 month.

Power NI shall not be obliged to repay any security deposit where it is reasonable in all the circumstances for Power NI to retain that deposit.

If you owe us money and are ending this Agreement, you agree that we may keep any deposit you have paid and use this to reduce any debt you owe us. The amount we keep will not be more than the amount you owe us. Any money received from you as a deposit and not used to reduce any debt you owe us will be returned:

- within 28 days of supply ending under this Agreement; or
- if you subsequently choose to pay for your electricity by monthly direct debit or through a pay-as-you-go keypad meter,

provided you have confirmed the address to which cheques should be sent or details of the account to which payment should be made.

We will pay interest on the deposit when it is returned to you at the Bank of England base interest rate.

## **12. About your electricity meter**

Your electricity meter is owned, serviced and read by Northern Ireland Electricity Networks Limited (the “**Meter Provider**”). We are not responsible for any damage caused by the meter or by any representatives of the Meter Provider who may attend at your premises in connection with the meter and you should contact the Meter Provider in such circumstances.

Meter readers must have easy access to read your meter. The meter must also be in a safe, secure and weatherproof position. If it is not, or is not easy to access, you must agree a suitable position with the Meter Provider and make arrangements for the meter to be moved.

Metering equipment is presumed to be accurate. You should notify us, or the Meter Provider without delay if you do not accept its accuracy. Where such notification is given the metering equipment will be examined as soon as practicable. You should also notify us, and the Meter Provider without delay if you believe that there has been damage to or interference with the metering equipment. You agree to provide us with all relevant information, which we may reasonably require.

You must allow the Meter Provider safe access to the meter at any time in an emergency. You must also provide access to the meter (including pay-as-you-go keypad meters) at all reasonable times to enable the Meter Provider to:

- install, repair, remove or replace the meter;
- read, test or inspect the meter; or
- cut off or reconnect your supply.

## **13. Meter charges**

You agree to pay us those charges that we are required to pay to the Meter Provider or incur ourselves where work is carried out at the meter, including but not limited to:

- damage to a meter if the damage is your fault;
- carrying out a meter accuracy test if you ask for this and we do not find a fault with the meter;
- warrants of entry that may have to be applied for; or
- visits to your premises relating to inspecting or changing your meter.

For details on current applicable charges please visit our website at [www.powerni.co.uk](http://www.powerni.co.uk) or call our customer helpline on 03457 455 455.

#### **14. Cutting off your electricity supply**

We adopt procedures, which aim to avoid disconnecting your premises, if you have difficulty in paying your bills. A Code of Practice setting these out is available on request (see section 15). Nonetheless, we reserve the right to cut off your supply in the following circumstances.

- you have broken the terms of this Agreement;
- you refuse to provide a security deposit when we ask you to and you do not choose to pay by direct debit if requested by us or do not allow us to install a pay-as-you-go keypad meter, or a pay-as-you-go keypad meter cannot reasonably be installed;
- it is not reasonable, in all the circumstances, for us to supply you; or
- you refuse to provide us with all the details that we require to register you for a supply.

You must pay any reasonable costs we ask for if we have to cut off your supply for any of these reasons. Costs may include the cost of visits to your premises. Provided it is reasonable for us to supply you, we will reconnect your supply when the matter has been resolved. You must pay us any reasonable costs for the reconnection.

We may also cut off your electricity supply if we have to do so by law or in an emergency. Your supply may also be cut off by the Network Operator from time to time, for example, to carry out repairs or maintenance to the network. We may ask the Network Operator to cut off supply on our behalf.

#### **15. Codes of Practice**

Our Charter sets out our commitment to our customers. We have Codes of Practice, providing guidance as to the services we provide. The Codes of Practice have been approved by the Consumer Council and cover the following areas:

- Paying for your electricity
- Services for prepayment meter customers
- Efficient use of electricity
- Economy 7
- Complaints handling procedure

- Provision of services for persons who are of pensionable age, disabled or chronically sick)
- Payment of bills

The Codes of Practice may be amended from time to time and new Codes of Practice in addition to the codes listed above may be introduced.

## **16. Making a complaint**

If you are unhappy with any aspect of the service we provide please call our Customer Helpline or write to our Head of Customer Service.

If we are unable to resolve your complaint, the Consumer Council, which is an independent body, may be able to help and give you further advice. Please call them at 0800 121 6022, or e mail [complaints@consumercouncil.org.uk](mailto:complaints@consumercouncil.org.uk) or write to the Consumer Council, Floor 3, Seatem House, 28-32 Alfred Street, Belfast, BT2 8EN (as of 13 April 2015). You have the right to refer complaints that relate to billing matters to the Authority where the Consumer Council has not been able to resolve the complaint to your satisfaction.

## **17. Legal liability**

We will only be liable to you for direct losses resulting from us breaking the terms of this Agreement. You will only be liable to us for direct losses resulting from you breaking the terms of this Agreement. The standard of care governing our respective legal rights and obligations shall be solely determined by the terms of this Agreement.

Neither of us is liable to the other for any indirect, consequential or unforeseeable loss, nor for business losses including any loss of profit, loss of goodwill or loss of opportunity. However, this does not affect our right to charge you as described in this Agreement.

## **18. Limit of liability and Insurance**

Our liability to you shall be limited to £100,000 for any incident or series of related incidents. Your liability to us shall also be limited to £100,000 for any incident or series of incidents. However, this does not affect our right to charge you as described in this Agreement.

If you think your loss is likely to exceed £100,000, you may wish to consider taking out an insurance policy.

## **19. Other legal rights**

Nothing in this Agreement affects legal liability of either of us for causing death or personal injury by negligence. In addition, this Agreement does not affect your legal rights, including your rights under the Consumer Protection (NI) Act 1987.

## **20. Circumstances outside our control**

Neither of us is liable where this Agreement is broken due to circumstances outside the reasonable control of the person breaking the Agreement.

In particular, the Network Operator is responsible for the quality of the supply of electricity to you and its continuity. The quality and continuity of your supply are outside our reasonable control.

Please refer to section 23 for more information about your agreement with the Network Operator.

## **21. Data protection**

We are responsible for the privacy of personal information we hold about you and we will comply with the relevant data protection laws in respect of such information including the Data Protection Act 1998. Any personal data which you supply to us will only be used for the purposes indicated in this clause 21 unless we notify you otherwise. We confirm that we will not disclose, transfer or sell your personal data to any third party for any purpose except as stated in this clause 21.

By entering into this Agreement you agree to your information being used and disclosed in accordance with the terms of this Agreement (including this clause 21).

### ***21.1 What information we may collect about you and how we collect it***

We and our agents may collect data about you:

- from you (including your name, address, telephone number(s) (fixed line and mobile), email address, age, information about your health, and your bank details where you sign up for direct debit payments);
- from records we hold about you where we have had a previous relationship with you (for example, if you were previously our customer);
- from third parties, including other electricity suppliers and credit reference agencies to make a decision about the payment methods or other arrangements we offer you. Credit reference agent data may include public, electoral register, shared credit and fraud prevention information. The credit reference agent check will leave a footprint on your file which may be seen by other lenders.

### ***21.2 How we use the information we collect about you***

We will use and disclose the information we have about you and your account to

- communicate with you by letter, telephone, email, text (SMS) or multimedia message, instant messaging (webchat) or other electronic means (such as a message through a smart meter);
- administer your account;
- provide our services and products to you; and
- to comply with legal requirements and obligations to third parties.

This includes processing information for the purposes of setting up, monitoring and managing your account; obtaining credit references; implementing a change of supplier; obtaining, maintaining and exchanging information on meter points; reporting to the Authority and government departments; billing; and call data management (as described below).

We may monitor and record any communications we have with you, including telephone conversations, instant messaging (webchat), email and other electronic communications, and use any recordings, or transcripts from them, for training purposes or to investigate any complaint you may make or as evidence in any dispute or anticipated dispute with us.

We may ask you for additional information which we may reasonably require for the purposes described above (for example, we may need to know if you own your property or if you are renting it from another person). If you do not provide us with this information we may not be able to administer your account and/or

provide services or products to you.

**We may use your information for marketing purposes.**

We may send you information about our products and services and those of carefully selected third parties (whose products and services may be unrelated to ours) which we feel may be of interest to you. This information may be sent:

(c) by non-electronic means, including by post, live telephone calls or where we visit your premises; and

(d) by electronic means, including by email, SMS (texts) or multimedia messaging, smart phone applications, pre-recorded telephone messages or through your smart meter, only where we have your consent or where we are otherwise permitted by law to do so.

Where you have provided us with your email address, we may email you to ask for your consent to send you marketing information by electronic means.

Where we have your consent to send you marketing by electronic means or where we are permitted by law to do so, and you cease being our customer, we may still send you marketing information unless you tell us that you no longer wish to receive this information.

If you would prefer not to receive any marketing information from us please write to us. Please provide your account number (if applicable), name, address, postcode and email address (if applicable) in any such request.

If you tell us that you do not wish to receive marketing information from us, we will not send you any marketing information (by electronic means or non-electronic means as set out in (a) and (b) above); however we may still contact you for the other purposes outlined in this clause 21 (for example, to administer your account).

***21.3 Who we may share your information with***

We may share the information we have about you (including your name and address) with all relevant industry organisations (for example, the network company Northern Ireland Electricity Networks Ltd) based on agreed industry processes.

We may pass information about you to our agents and service providers when relevant for the purposes set out in this clause 21.

We may share information about you and your account with other electricity suppliers, financial institutions, credit reference, fraud prevention and debt collection agencies and any other third party with whom we are (or reasonably believe ourselves to be) entitled or obliged (in either case, whether under statute, contract or otherwise) to share such information.

We will release your account details as part of the process of selling one or more of our businesses or to any organisation to whom we may transfer our rights or obligations under this Agreement.

In order to transfer your energy supply we may also need to contact your current and any previous or future supplier in order to:

- establish all relevant details to help with the transfer of your supply, and
- establish the details of any outstanding debt you may owe them or us.

If your current supplier or any previous supplier agrees to transfer to us the right to collect any debt you owe to that supplier you agree to pass over all relevant account information to us. If you transfer to a new supplier and you owe us money, we may tell the new supplier about the debt.

#### **21.4 How long we hold your information for**

How long we keep your information will depend on the purposes for which we use it. We will only retain your information for as long as is necessary for such purposes. In particular:

- we will keep information about you that is necessary for us to provide you with a service or product you have requested or purchased for as long as it takes us to provide that service or product;
- we will keep your contact details for marketing purposes for as long as we have your consent to send you marketing information or for as long as we are permitted to do so by law;
- we will keep records of any transactions you enter into with us or services or products you receive for up to six years. This is so that we can respond to any complaints or disputes that arise in that period; and
- we will keep other information about you if it is necessary for us to do so to comply with the law or to protect our or another person's interests.

#### **21.5 Access to your information**

Upon payment of a fee of £10 and by written request to our Data Protection Officer you may access details of the personal data we hold about you.

You also have the right (without charge) to require us to correct any inaccuracies in your information and we encourage you to do so to ensure the information we have about you is up-to-date.

### **22. General**

This Agreement is governed by the laws of Northern Ireland.

Our activities as a supplier of electricity are governed by our electricity supply licence and applicable legislation and regulations. We reserve and maintain all our rights set out in legislation and our licence.

We may transfer any of our rights under this Agreement to another organisation and any of our obligations to any other licensed electricity supplier, subject to the terms of our licence. We will tell you as soon as we reasonably can if we transfer any rights or obligations. We may also subcontract anything we have agreed to do under this Agreement but we will still be responsible for anything carried out by our subcontractors.

You must obtain our consent before transferring your rights under this Agreement to another person.

If we need to contact you, we will use the contact details you have given to us or made available to us through industry processes. If you need to contact us, please telephone our Customer Helpline or write to us.

If any provision or part-provision of this Agreement is held to be unenforceable, the validity and enforceability of the remainder of this Agreement shall not be affected.



### **23. Your connection to the electricity Distribution System**

To receive a supply of electricity from us under this Agreement you require a connection agreement with the Network Operator.

The Network Operator operates the electricity Distribution System that delivers electricity to your premises and has appointed us to act as its agent to enter into a Connection Agreement with you on standard terms.

You agree that, by entering into this Agreement with us, you are also entering into a Connection Agreement with the Network Operator for connection of your premises to its network. The terms of that Connection Agreement are the Standard Connection Terms and Conditions set out in the Appendix or otherwise attached to this Agreement or otherwise provided to you or made known to you by us. You can find out more about the Standard Connection Terms and Conditions by calling your Network Operator or by visiting it's website at [www.nie.co.uk](http://www.nie.co.uk).

You are entitled to negotiate terms of connection of your premises to the network that are not the same terms as the Standard Connection Terms and Conditions. If you wish to do so you must negotiate with the Network Operator and not with us about those terms but your supply cannot commence until you have provided us with evidence that there is a Connection Agreement in force for your premises with the Network Operator and you must inform us if that Connection Agreement terminates.

The Network Operator is responsible for the quality and continuity of your electricity supply. It must comply with certain service standards in relation to the delivery of the range of services they provide. These include certain statutory standards which must be met otherwise you are entitled to a payment from the Network Operator. To obtain a copy of these service standards please call your Network Operator.

## Glossary

**Authority** means the Northern Ireland Authority for Utility Regulation, which regulates the electricity industry.

**Connection Agreement** means the agreement between the Network Operator and you for connection of your premises to the local distribution network as described in section 23.

**Consumer Council** means the Consumer Council which is an independent body representing consumers' interests.

**Distribution System** has the meaning as defined in Condition 1 (Interpretation and Construction) of Power NI's Electricity Supply Licence.

**Energy Consumer Checklist** means the document of that name which constitutes the guidance for consumers of gas and electricity as prepared and published, from time to time, by the Authority in accordance with Article 7(5) of the Energy (Northern Ireland) Order 2003.

**Meter Provider** means Northern Ireland Electricity Networks Limited, or such other company as may be appointed to provide, install, maintain and administer the metering equipment.

**Network Operator** means Northern Ireland Electricity Networks Limited, or such other company as may be appointed to provide, install, maintain and administer the entire electricity infrastructure, transmission and distribution system in Northern Ireland..

**Power NI** means **Power NI Energy Limited t/a Power NI** The company which supplies electricity to you under this Agreement, also referred to as "us", "our" or "we"..

**Principal Terms** has the meaning as defined in Condition 1 (Interpretation and Construction) of Power NI's Electricity Supply Licence.

**Relevant Date** means the earlier of:

(a) the day after the end of any period within which you have a right to withdraw from and cancel the contract;

(b) 10 working days after the day on which you entered into the Agreement.

## Appendix 2

### Terms and Conditions for Supply

#### for Non-domestic Customers of Power NI Energy Limited t/a Power NI

Please note that as a Non-Domestic Customer of Power NI you are bound by the following terms and conditions. We ask that you closely review clause 19 (Data protection) which describes the way in which we may use your personal data and the parties we may disclose it to. In particular, we may use your personal data to send you information about our products and services and those of carefully selected third parties (whose products and services may be unrelated to ours) which we feel may be of interest to you. This information may be sent:

- (a) by non-electronic means, including by post, live telephone calls or where we visit your premises; and
- (b) by electronic means, including by email, SMS (texts) or multimedia messaging, smart phone applications, pre-recorded telephone messages or through your smart meter, only where we have your consent or where we are otherwise permitted by law to do so.

You may at any time tell us that you do not wish to receive marketing information from us by writing to us. Please provide your account number (if applicable), name, address, postcode and email address (if applicable) in any such request.

**By entering into this Agreement, you agree to your information being used and disclosed in accordance with the terms of this Agreement (including clause 19 on Data Protection).**

#### 1. Scope of Agreement

This document sets out the terms and conditions for the supply of electricity by Power NI Energy Limited (trading as Power NI), a company having its registered office at Greenwood House, 64 Newforge Lane, Belfast, BT9 5NF ("**Power NI / we / us**") to a person or entity ("**you**") and for the payment for such electricity by you to us. These terms and conditions together with the tariff that applies to your supply form the legally binding contract ("**Agreement**") between you and us.

This Agreement is for use if you are a Non-Domestic Customer (as defined in the Electricity Supply Licence granted to us). In general, you will be a Non-Domestic Customer if you are taking electricity wholly or mainly for a non-domestic purpose. If you are unsure whether you are a Non-Domestic Customer, or if you are taking electricity for other purposes, please contact us for more information about the terms and conditions applicable to your supply.

By entering into this Agreement you agree that you are a Non-Domestic Customer. If you cease to be a Non-Domestic Customer you agree to inform us within 7 days of the change taking place.

As your supplier, we arrange for delivery of electricity to your premises. Northern Ireland Electricity Networks Limited (the "**Network Operator**") is responsible for the quality and continuity of your supply and you have a separate contract with them. Please refer to section 21 (Your connection) below for more information about the role of the Network Operator.

#### 2. When this Agreement applies and when it starts

This Agreement applies if:

- you were a customer of Northern Ireland Electricity Networks Limited and transferred to Power NI (Power NI was previously known as NIE Energy). In this case you do not need to take any further action. This Agreement starts from the date of the transfer; or
- you have chosen Power NI to be your electricity supplier. This Agreement starts from the date you agreed as the start date on the phone.

### 3. Commencement of supply

Where your premises is, at the date of this Agreement, connected to the electricity Distribution System operated by the Network Operator we will start supplying electricity to your premises no later than 15 working days after the Relevant Date, unless:

- you request that supply starts from a later date;
- a third party supplier that is registered for the premises objects to the transfer of your premises to Power NI; or
- there are circumstances beyond our control which prevent us from starting to supply by that date.

### 4. Variations to this Agreement

We may change the terms of this Agreement at any time. If you do not accept the changes, you may terminate this Agreement as described in section 5 (Ending this Agreement) below. We will publicise details of these changes in advance where it is possible for us to do so.

### 5. Ending this Agreement

This Agreement continues until it is terminated in accordance with the terms of this Agreement.

***You can terminate this Agreement within 10 working days from when:***

- if your premises has previously had a supply of electricity, **the date you accepted it on the phone;**
- if your premises is registered to Power NI and you are receiving a supply of electricity from us without having requested it, **the date you moved into your premises;** or
- if your premises has not previously been connected to the electricity Distribution System, **the date you agreed on as the start date on the phone, or when your premises is connected to the electricity Distribution System (whichever date is the later).**

***To do this, simply write, stating your name, address and contact number.***

You can also terminate this Agreement where:

- you switch to another supplier;
- when you move premises;
- you do not accept the changes to the terms of this Agreement proposed by Power NI under section 4 above; or
- you wish to end your supply by having it cut off.

If you switch to another supplier, this Agreement will terminate only when the new supplier starts to supply you. You must still pay any money you owe us and for any electricity you use until the date your supply starts with the new supplier. We may give your new supplier any relevant details to help with your transfer. If you owe us money, we may advise your new supplier, and agree to transfer the debt to your new supplier for them to collect, giving them full details of the amount you owe.

If you are moving premises, you should give us at least two working days' notice before you move. If you are moving premises, this Agreement will end on the first of the following events:

- on the date we agree;
- when the next meter reading is due; or
- when someone takes over the supply.

You must pay for all electricity used up until this Agreement ends and we will estimate your final meter reading if you do not provide one. If you would like us to continue to supply your electricity at your new premises, please contact our Customer Helpline. You will need to tell us your new address and the date you wish the supply to commence.

If you wish to end your supply by having it cut off, you should contact us and we will arrange for the supply to be disconnected. You must pay for all electricity used up until that disconnection takes place.

In order to supply electricity, we require an electricity supply licence. If we lose our licence, either you or we may end this Agreement immediately. Even if you do nothing, in order to make sure you do not lose supply, the Authority may direct another supplier to take over your account from us. If this happens, this Agreement with us ends automatically when the Authority's direction takes effect.

In addition to any other rights we may have, we may terminate this Agreement immediately and may request that the Network Operator withdraws your electricity supply if:

- you do not pay any security deposit or all or any part of our charges (that are not genuinely in dispute) when due under these terms or it is not safe or reasonably practicable to install such a meter to collect the debt and future charges;
- you commit a serious or repeated breach of this Agreement (for example, if we reasonably believe you have stolen electricity or deliberately interfered with a meter or any other equipment or part thereof);
- we suspect that you, and/or persons, entities or third parties connected to you, have obtained a supply from Power NI for which there is any debt owed to Power NI;
- you are declared bankrupt, or any formal steps are taken to have you declared bankrupt or any other form of insolvency proceedings are initiated against you;
- you no longer own, rent or use the premises; or
- there is a risk of danger to you or other members of the public if we continue the supply.

When this Agreement terminates, you are still liable to pay any amounts you owe us.

## 6. Tariffs / charges and payment

You agree to take and pay for the supply of electricity in accordance with our scales of tariffs and charges published by us from time to time. For details on current tariffs and applicable charges please visit our website at [www.powerni.co.uk](http://www.powerni.co.uk) or call our customer helpline on 03457 455 455. We will send you written details of applicable tariffs, charges and other payments to be made by you promptly on request.

We will agree your tariff with you when this Agreement starts (except where you have taken a supply before reaching such agreement, in which case the tariff for that period will be the one we consider to be appropriate). It remains your responsibility to give us the information we need to apply the most economical tariff. This includes informing us of any subsequent material change to your electricity consumption pattern. Free tariff advice can be obtained by calling our Customer Helpline.

We may change our tariffs and charges and the way we charge at any time usually in consultation with the Consumer Council and the Authority. We will publicise details of these changes in advance where it is reasonably possible for us to do so.

You will receive bills from us for your electricity usage. We may estimate your usage using your consumption history and standard industry practice and ask you for payment based on an estimated meter reading. We will do this when the meter reader fails to get access to your meter during a visit to your premises and you are unable to provide us with a reading before the bill is issued (usually 24 hours). You can also provide us with an actual meter reading by calling our Customer Helpline. We will seek to access your premises to take a meter reading at least once every 12 months.

You must allow us, or a third party service provider acting on our behalf, access to the meter at all reasonable times to enable the meter to be read.

If for any reason the meter does not register electricity usage accurately, you agree to pay an amount that reasonably reflects the amount of electricity you have used. If you disagree with our estimate of your electricity usage, you may wish to contact us at our Customer Helpline or alternatively refer the matter to the Consumer Council.

You agree to pay our other charges relating to your supply, including:

- reasonable charges for providing copy bills where requested by you;
- if you are late paying;
- if work has to be carried out at your meter as a result of you tampering or interfering with the meter; or
- other reasonable costs that arise if we have to take action because you break the terms of this Agreement.

We will apply VAT at the appropriate rate to all tariffs and charges. If you do not use your supply wholly for non-domestic purposes, it is your responsibility to give us the information we need to apply VAT at the correct rate.

**Please call our Customer Helpline if you would like a copy of our guide to VAT on electricity supplies. You can also contact us by emailing [business@powerni.co.uk](mailto:business@powerni.co.uk) or visiting our website at [www.powerni.co.uk](http://www.powerni.co.uk).**

**If your supply is subject to VAT at the higher rate, then the Climate Change Levy may also be applicable. If you have been granted relief from Climate Change Levy through one of the government approved schemes you shall send the Supplier Certificates to Power NI, Greenwood House, 64 Newforge Lane, Belfast, BT9 5NF at least five working days prior to their application. Relief from Climate Change Levy cannot be backdated and we cannot accept any liability for late receipt of Supplier Certificates.**

## 7. Paying for supply

All bills are due on the date of issue. Please make sure that we receive payment in full within 14 days of the bill date unless we have agreed a different payment arrangement with you. Please tell us immediately if you have difficulty paying.

We offer a variety of payment methods for paying bills including payment monthly in arrears and by direct debit (including monthly and quarterly direct debits). Further details of these are given in our Codes of Practice (see section 13).

We may approve other payment schemes that are requested by you – please contact our Customer Helpline if you wish to enquire about this. We reserve the right to apply different charges for the supply of electricity depending on the choice of payment method. If you do not pay promptly we may require you to pay by another payment method.

If you have registered as a customer jointly with other people or entities, the expression “you” will apply to each of you and each person or entity will be responsible for paying all outstanding charges until they are paid in full. We will be entitled to claim part of the money owed from you all or, the whole sum from any of you.

If any amount payable by you is in genuine dispute, you must pay to us the amount that is not in dispute. When the matter has been settled, we may adjust the amount owed by you as a result. If you have an account with us in respect of another premises, we may transfer any credit or debt between your accounts in order to recover any money you owe us.

## 8. Late payment

If you do not pay our bills, we will take steps to recover money you owe us, including by appointing third party debt collection agents. You agree that we may charge you for the costs of collecting payments, which may include our costs (including third-party charges):

- where we visit your premises;

- where we get a warrant of entry and carry it out, and where we incur any tracing costs; or
- where your bank returns a cheque to us unpaid, or rejects a direct debit, because there is not sufficient money in your account.

You agree that we may charge you interest for late payment. We will calculate interest at the rate of 3% above the Bank of England's current base rate.

If you do not pay our bills we may also:

- change the frequency that we send you bills or require you to pay by direct debit; and/or
- require you to provide a guarantor (the identity of the guarantor and the amount of the guarantee to be given by that guarantor must be acceptable to Power NI at its discretion).

## 9. Security deposit

We may ask you to pay a deposit as security against payment for your electricity or ask you to make payments by direct debit. If you do not wish to provide a deposit or pay by direct debit we may refuse to supply you.

Power NI shall not be obliged to repay any security deposit where Power NI considers it appropriate in the circumstances for Power NI to retain that deposit.

If you owe us money and are ending this Agreement, you agree that we may keep any deposit you have paid and use this to reduce any debt you owe us. The amount we keep will not be more than the amount you owe us. Any money received from you as a deposit and not used to reduce any debt you owe us will be returned:

- within 28 days of supply ending under this Agreement; or
- if you subsequently choose to pay for your electricity by monthly direct debit,

provided you have confirmed the address to which cheques should be sent or details of the account to which payment should be made.

We will pay interest on the deposit when it is returned to you at the Bank of England base interest rate.

## 10. About your electricity meter

Your electricity meter is owned, serviced and read by Northern Ireland Electricity Networks Limited (the "**Meter Provider**"). We are not responsible for any damage caused by the meter or by any representatives of the Meter Provider who may attend at your premises in connection with the meter and you should contact the Meter Provider in such circumstances.

Meter readers must have easy access to read your meter. The meter must also be in a safe, secure and weatherproof position. If it is not, or is not easy to access, you must agree a suitable position with the Meter Provider and make arrangements for the meter to be moved.

Metering equipment is presumed to be accurate. You should notify us, or the Meter Provider without delay if you do not accept its accuracy. Where such notification is given the metering equipment will be examined as soon as practicable. You should also notify us, and the Meter Provider, without delay if you believe that there has been damage to or interference with the metering equipment. You agree to provide us with all relevant information which we may reasonably require.

You must allow the Meter Provider safe access to the meter at any time in an emergency. You must also provide access to the meter at all reasonable times to enable the Meter Provider to:

- install, repair, remove or replace the meter;
- read, test or inspect the meter; or
- cut off or reconnect your supply.

## 11. Meter charges

You agree to pay us those charges that we are required to pay to the Meter Provider or incur ourselves where work is carried out at the meter, including but not limited to:

- damage to a meter if the damage is your fault;
- carrying out a meter accuracy test if you ask for this and we do not find a fault with the meter;
- warrants of entry that may have to be applied for; or
- visits to your premises relating to inspecting or changing your meter.

Where we determine that half-hourly metering is required, you shall provide appropriate ancillary equipment including a permanent, functioning communications facility. You agree to pay us all reasonably incurred costs that we may charge you for failure to ensure such a provision.

For details on current applicable charges please visit our website at [www.powerni.co.uk](http://www.powerni.co.uk) or call our customer helpline on 03457 455 455.

## 12. Cutting off your electricity supply

We adopt procedures, which aim to avoid disconnecting your premises, if you have difficulty in paying your bills. A Code of Practice setting these out is available on request (see section 13). Nonetheless, we reserve the right to cut off your supply in the following circumstances:

- you have broken the terms of this Agreement;
- you refuse to provide a security deposit or enforceable guarantee when we ask you to and you do not choose to pay by direct debit (or alter the terms of an existing direct debit) if requested by us;
- it is not reasonable, in all the circumstances, for us to supply you; or
- you refuse to provide us with all the details that we require to register you for a supply.

You must pay any reasonable costs we ask for if we have to cut off your supply for any of these reasons. Costs may include the cost of visits to your premises. Provided it is reasonable for us to supply you, we will reconnect your supply when the matter has been resolved. You must pay us any reasonable costs for the reconnection.

We may also cut off your electricity supply if we have to do so by law or in an emergency. Your supply may also be cut off by the Network Operator from time to time, for example, to carry out repairs or maintenance to the network. We may ask the Network Operator to cut off supply on our behalf.

## 13. Codes of Practice

Our Charter sets out our commitment to our customers. We have Codes of Practice, providing guidance as to the services we provide. The Codes of Practice have been approved by the Utility Regulator and include the following areas:

- Paying for your electricity
- Services for prepayment meter customers
- Efficient use of electricity
- Complaints handling procedure
- Payment of bills

The Codes of Practice may be amended from time to time and new Codes of Practice in addition to the codes listed above may be introduced.



Details of the service quality levels we aim to provide are set out in the Codes of Practice as well as any applicable regulations.

#### 14. Making a complaint

If you are unhappy with any aspect of the service we provide please call our Customer or write.

If we are unable to resolve your complaint, the Consumer Council, which is an independent body, may be able to help and give you further advice. Please call them at 0800 121 6022, or email [complaints@consumercouncil.org.uk](mailto:complaints@consumercouncil.org.uk) or write to the Consumer Council, Floor 3, Seatem House, 28-32 Alfred Street, Belfast, BT2 8EN (as of 13 April 2015). You have the right to refer complaints that relate to billing matters to the Authority where the Consumer Council has not been able to resolve the complaint to your satisfaction.

#### 15. Legal liability

We will only be liable to you for direct losses resulting from us breaking the terms of this Agreement, negligence, or breach of statutory duty. You will only be liable to us for direct losses resulting from you breaking the terms of this Agreement or negligence.

Neither of us is liable to the other for any indirect, consequential or unforeseeable loss, nor for business losses including any loss of profit, loss of goodwill or loss of opportunity. However, this does not affect our right to charge you as described in this Agreement.

#### 16. Limit of liability and Insurance

Our liability to you shall be limited to £100,000 for any incident or series of related incidents. Your liability to us shall also be limited to £100,000 for any incident or series of incidents. However, this does not affect our right to charge you as described in this Agreement.

If you think your loss is likely to exceed £100,000, you may wish to consider taking out an insurance policy.

#### 17. Other legal rights

Nothing in this Agreement affects legal liability of either of us for causing death or personal injury by negligence. In addition, this Agreement does not affect your legal rights, including your rights under the Consumer Protection (NI) Act 1987.

#### 18. Circumstances outside our control

Neither of us is liable where this Agreement is broken due to circumstances outside the reasonable control of the person breaking the Agreement.

In particular, the Network Operator is responsible for the quality of the supply of electricity to you and its continuity. The quality and continuity of your supply are outside our reasonable control.

Please refer to section 21 for more information about your agreement with the Network Operator.

#### 19. Data protection

We are responsible for the privacy of personal information we hold about you and we will comply with the relevant data protection laws in respect of such information including the Data Protection Act 1998. Any personal data, which you supply to us will only be used for the purposes indicated in this clause 19 unless we notify you otherwise. We confirm that we will not disclose, transfer or sell your personal data to any third party for any purpose except as stated in this clause 19.

By entering into this Agreement you agree to your information being used and disclosed in accordance with the terms of this Agreement (including this clause 19).

##### **19.1 What information we may collect about you and how we collect it**

We and our agents may collect data about you:

- from you (including your name, address, telephone number(s) (fixed line and mobile), email address, age, information about your health, and your bank details where you sign up for direct debit payments);
- from records we hold about you where we have had a previous relationship with you (for example, if you were previously our customer);
- from third parties, including other electricity suppliers and credit reference agencies to make a decision about the payment methods or other arrangements we offer you. Credit reference agent data may include public, electoral register, shared credit and fraud prevention information. The credit reference agent check will leave a footprint on your file which may be seen by other lenders.

## **19.2 How we use the information we collect about you**

We will use and disclose the information we have about you and your account to

- communicate with you by letter, telephone, email, text (SMS) or multimedia message, instant messaging (webchat) or other electronic means (such as a message through a smart meter);
- administer your account;
- provide our services and products to you; and
- to comply with legal requirements and obligations to third parties.

This includes processing information for the purposes of setting up, monitoring and managing your account; obtaining credit references; implementing a change of supplier; obtaining, maintaining and exchanging information on meter points; reporting to the Authority and government departments; billing; and call data management (as described below).

We may monitor and record any communications we have with you, including telephone conversations, instant messaging (webchat), email and other electronic communications, and use any recordings, or transcripts from them, for training purposes or to investigate any complaint you may make or as evidence in any dispute or anticipated dispute with us.

We may ask you for additional information which we may reasonably require for the purposes described above (for example, we may need to know if you own your property or if you are renting it from another person). If you do not provide us with this information we may not be able to administer your account and/or provide services or products to you.

### **We may use your information for marketing purposes.**

We may send you information about our products and services and those of carefully selected third parties (whose products and services may be unrelated to ours). This information may be sent:

- (a) by non-electronic means, including by post, live telephone calls or where we visit your premises; and
- (b) by electronic means, including by email, text (SMS) or multimedia messaging, smart phone applications, pre-recorded telephone messages or through your smart meter, only we have your consent or where we are otherwise permitted by law to do so.

Where you have provided us with your email address, we may email you to ask for your consent to send you marketing information by electronic means.

Where we have your consent to send you marketing by electronic means or where we are permitted by law to do so, and you cease being our customer, we may still send you marketing information unless you tell us that you no longer wish to receive this information.

If you would prefer not to receive any marketing information from us please write to us. Please provide your account number (if applicable), name, address, postcode and email address (if applicable) in any such request.

If you tell us that you do not wish to receive marketing information from us, we will not send you any marketing information (by electronic means or non-electronic means as set out in (a) and (b) above); however we may still contact you for the other purposes outlined in this clause 19 (for example, to administer your account).

### **19.3 Who we may share your information with**

We may share the information we have about you (including your name and address) with all relevant industry organisations (for example, the network company Northern Ireland Electricity Networks Ltd) based on agreed industry processes.

We may pass information about you to our agents and service providers when relevant for the purposes set out in this clause 19.

We may share information about you and your account with other electricity suppliers, financial institutions, credit reference, fraud prevention and debt collection agencies, and any other third party with whom we are (or reasonably believe ourselves to be) entitled or obliged (in either case, whether under statute, contract or otherwise) to share such information.

We will release your account details as part of the process of selling one or more of our businesses or to any organisation to whom we may transfer our rights or obligations under this Agreement.

In order to transfer your energy supply we may also need to contact your current and any previous supplier in order to:

- establish all relevant details to help with your transfer of your supply, and
- establish the details of any outstanding debt you may owe them or us.

If your current supplier or any previous supplier agrees to transfer to us the right to collect any debt you owe to that supplier you agree to pass over all relevant account information to us. If you transfer to a new supplier and you owe us money, we may tell the new supplier about the debt.

### **19.4 How long we hold your information for**

How long we keep your information will depend on the purposes for which we use it. We will only retain your information for as long as is necessary for such purposes. In particular:

- we will keep information about you that is necessary for us to provide you with a service or product you have requested or purchased for as long as it takes us to provide that service or product;
- we will keep your contact details for marketing purposes for as long as we have your consent to send you marketing information or for as long as we are permitted to do so by law;
- we will keep records of any transactions you enter into with us or services or products you receive for up to six years. This is so that we can respond to any complaints or disputes that arise in that period; and
- we will keep other information about you if it is necessary for us to do so to comply with the law or to protect our or another person's interests.

### **19.5 Access to your information**

Upon payment of a fee of £10 and by written request to The Data Protection Officer you may access details of the personal data we hold about you.

You also have the right (without charge) to require us to correct any inaccuracies in your information and we encourage you to do so to ensure the information we have about you is up-to-date.

## **20. General**

This Agreement is governed by the laws of Northern Ireland.

Our activities as a supplier of electricity are governed by our electricity supply licence and applicable legislation and regulations. We reserve and maintain all our rights set out in legislation and our licence.

We may transfer any of our rights under this Agreement to another organisation and any of our obligations to any other licensed electricity supplier, subject to the terms of our licence. We will tell you as soon as we reasonably can if we transfer any rights or obligations. We may also subcontract anything we have agreed to do under this Agreement but we will still be responsible for anything carried out by our subcontractors.

You must obtain our consent before transferring your rights under this Agreement to another person.

If we need to contact you, we will use the contact details you have given to us or made available to us through industry processes. If you need to contact us, please telephone our Customer Helpline or write to us.

## 21. Your connection to the electricity Distribution System

To receive a supply of electricity from us under this Agreement you require a connection agreement with the Network Operator.

The Network Operator operates the electricity Distribution System that delivers electricity to your premises and has appointed us to act as its agent to enter into a Connection Agreement with you on standard terms.

Unless you have entered into a separate Connection Agreement with the Network Operator, you agree that, by entering into this Agreement with us, you are also entering into a Connection Agreement with the Network Operator for connection of your premises to its network. The terms of that Connection Agreement are the Standard Connection Terms and Conditions set out in the Appendix or otherwise attached to this Agreement or otherwise provided to you or made known to you by us. You can find out more about the Standard Connection Terms and Conditions by calling your Network Operator.

You are entitled to negotiate terms of connection of your premises to the network that are not the same terms as the Standard Connection Terms and Conditions. If you wish to do so you must negotiate with the Network Operator and not with us about those terms but your supply cannot commence until you have provided us with evidence that there is a Connection Agreement in force for your premises with the Network Operator and you must inform us if that Connection Agreement terminates.

You shall agree with the Network Operator in advance if you require a change to your maximum import capacity and advise us accordingly. If you exceed the maximum import capacity we shall charge you any additional costs imposed on us and may change you to a more appropriate tariff.

We may vary the charges and pass through any higher or additional costs where:

- there is a material change to your electricity demand or forecast load shape which incurs additional costs to us, including but not limited to, ancillary services agreements, demand flexibility contracts or on-site generation; or
- you substitute electricity with an alternative fuel, other than by prior agreement with us or during periods of supply interruption, or where a metering point has been isolated by way of de-energisation.

The Network Operator is responsible for the quality and continuity of your electricity supply. It must comply with certain service standards in relation to the delivery of the range of services they provide. These include certain statutory standards which must be met otherwise you are entitled to a payment from the Network Operator. To obtain a copy of these service standards please call your Network Operator.

## **Glossary**

**Authority** means the Northern Ireland Authority for Utility Regulation, which regulates the electricity industry.

**Connection Agreement** means the agreement between the Network Operator and you for connection of your premises to the electricity Distribution System as described in section 21.

**Consumer Council** means the Consumer Council which is an independent body representing consumers' interests.

**Distribution System** has the meaning as defined in Condition 1 (Interpretation and Construction) of Power NI's Electricity Supply Licence.

**Meter Provider** means Northern Ireland Electricity Networks Limited, or such other company as may be appointed to provide, install, maintain and administer the metering equipment.

**Network Operator** means Northern Ireland Electricity Networks Limited, or such other company as may be appointed to provide, install, maintain and administer the entire electricity infrastructure, transmission and distribution system in Northern Ireland.

**Power NI** means Power NI Energy Limited (trading as Power NI) which is the company which supplies electricity to you under this Agreement, also referred to as "**us**", "**our**" or "**we**".

**Principal Terms** has the meaning as defined in Condition 1 (Interpretation and Construction) of Power NI's Electricity Supply Licence.

**Relevant Date** means the earlier of:

- (a) the day after the end of any period within which you have a right to withdraw from and cancel the contract;
- (b) 10 working days after the day on which you entered into the Agreement.

## Appendix 3

### Standard Connection Terms and Conditions

as at 21 September 2015

*These Standard Connection Terms and Conditions are between Northern Ireland Electricity Networks and its customers and are provided for information only by Power NI (Your Supplier). The references to Your Supply Contract in the Standard Connection Terms and Conditions shall mean this Default Customer Scheme. The current version of the Standard Connection Terms and Conditions can be found on NIE Network's website ([www.nienetworks.co.uk](http://www.nienetworks.co.uk)).*

#### **1. Introduction**

**1.1** This Section 1 sets out an introduction in relation to these terms and conditions. Where you are subject to the General Conditions of Connection, these shall be updated and replaced by these Standard Connection Terms and Conditions which shall apply to You and shall be the General Conditions of Connection.

#### **1.2 Supply**

- (a) The electricity You receive from Your Supplier will be delivered to Your Premises using the Distribution System. Therefore to receive a supply of electricity You require both:
- (i) a Supply Agreement; and
  - (ii) a connection agreement with NIE Networks to connect Your Premises to the Distribution System.
- (b) To simplify these requirements, Your Supplier has been appointed as the agent of Northern Ireland Electricity Networks Limited ("NIE Networks") to put in place a Connection Agreement between NIE Networks and You on these Standard Connection Terms and Conditions. When You enter into an electricity Supply Agreement with Your Supplier after 1 October 2004, You will also be entering into a Connection Agreement on these Standard Connection Terms and Conditions with NIE Networks for connection of Your Premises to the Distribution System. For the avoidance of doubt you are not required to sign a Connection Agreement with NIE Networks, as Your agreement to the Supply Agreement operates as Your acceptance of these Standard Connection Terms and Conditions. These Standard Connection Terms and Conditions are either attached to the Supply Agreement entered into by You with Your Supplier, of which You have a copy, or separately provided to You by Your Supplier. A copy is also available on the Northern Ireland Electricity Networks Limited website ([www.nienetworks.co.uk](http://www.nienetworks.co.uk)).
- (c) These Standard Connection Terms and Conditions are subject to any specific additional terms applicable to You as negotiated by You directly with NIE Networks and reflected in a separate document specifically referring to these Standard Connection Terms and Conditions.
- (d) Your Supplier is only authorised to enter into a Connection Agreement on these Standard Connection Terms and Conditions. Your Supplier is not authorised to make any changes to these Standard Connection Terms and Conditions or the Connection Agreement, or to exercise NIE Networks rights under the Connection Agreement, to terminate it or to agree to establish or modify a connection to the Distribution System.
- (e) Your Connection Agreement on these Standard Connection Terms and Conditions, will terminate when You change Your Supplier and will be replaced by a new Connection Agreement entered into through Your new Supplier.
- (f) You can obtain further information regarding connection arrangements on NIE Networks website ([www.nienetworks.co.uk](http://www.nienetworks.co.uk)).

#### **2. Definitions**

In these Standard Connection Terms and Conditions:

“**Authority**” means the Northern Ireland Authority for Utility Regulation;

“**Connection Agreement**” means the agreement between NIE Networks and You for connection of Your Premises to the Distribution System, where such agreement is based on these Standard Connection Terms and Conditions;

“**Distribution Code**” means the distribution code for the electricity industry in Northern Ireland, as amended from time to time;

“**Distribution System**” has the meaning assigned to that term in the Distribution Code;

“**Exempt Generator**” means a person having an on site generator and who is exempt from the requirement to hold a licence granted under the Order by reason of the Electricity (Class Exemptions from the Requirement for a Licence) Order (Northern Ireland) 2013;

“**Force Majeure Event**” means any event or circumstance, or number of events or circumstances, or combination thereof which is beyond NIE Networks reasonable control and which results in or causes NIE Networks to fail to perform any of its obligations under the Connection Agreement;

“**Laws**” means any legislation, treaty, regulation, licence, by-law, proclamation, code, order (including the Order), statutory instrument or other subordinate legislation (each as amended or replaced), and applying to the relevant Party;

“**Maximum Import Capacity**” means the value recorded against Your connection in NIE Networks Maximum Import Capacity Billing & Registration System (AF) as the maximum capacity made available for Your connection;

“**NIE Networks**” means Northern Ireland Electricity Networks Limited and includes to the extent and where the context so requires any employees, officers, or agents of Northern Ireland Electricity Networks Limited acting under the Connection Agreement;

“**Order**” means the Electricity (Northern Ireland) Order 1992;

“**Party**” means either You or NIE Networks, as the circumstances require, and “**Parties**” means both You and NIE Networks;

“**Premises**” includes any part of any land or building or structure and means the site or sites where the supply is being taken;

“**Relevant Act of Omission**” means any act or omission by the TSO that is a breach of a Relevant Agreement;

“**Relevant Agreement**” means any agreement for connection to and/or use of the transmission system to which the TSO is party and/or the Transmission Interface Arrangements;

“**Supply**” and “**Supplied**” in each case refers to the supply of electricity to Premises and may include the provision of services required or undertaken in respect of such Supply;

“**Supply Agreement**” means an agreement for Supply to Your Premises entered into between You and Your Supplier;

“**Supplier**” means the company licensed as an electricity supplier and with whom You have a Supply Agreement from time to time;

“**Transmission Interface Arrangements**” the Transmission Interface Arrangements prepared by NIE Networks and the TSO pursuant to the TSO’s transmission licence and NIE Networks transmission licence;

“**TSO**” means SONI Limited, the transmission system operator in Northern Ireland;

“**You**” and “**Your**” means you as a party to the Connection Agreement with NIE Networks.

### **3. When the Connection Agreement comes into effect**

The Connection Agreement on these Standard Connection Terms and Conditions will come into effect when Your Supply Agreement comes into effect.

### **4. Connection to the Distribution System**

- (a) Subject to these Standard Connection Terms and Conditions, the provisions of the Order and any other Laws that may apply from time to time, You shall have the right to have Your Premises to be and to remain connected to the Distribution System.
- (b) You acknowledge that NIE Networks may use switchgear with auto-reclosing facilities, that Your Premises and Your installation generally should be designed so as not to suffer damage through the operation of such facilities, and that NIE Networks accepts no liability for such damage to the extent that such damage is attributable to Your failure so to design Your installation and/or Premises.
- (c) You must ensure that Your installation is, before connection of Your Premises to the Distribution System and at all times during the period of the Connection Agreement, installed, earthed, operated and maintained in accordance with any regulations made by DETI, the IEE Regulations (BS 7671) and NIE Networks requirements, as applicable. NIE Networks may refuse to connect or maintain a connection to Your Premises if Your installation ceases to comply with the regulations and requirements referred to in this paragraph (c).

- (d) You must ascertain from NIE Networks the nature and capacity of the supply to be provided and ensure that Your connection and Your installation is wired for single or multi-phase supply as required by NIE Networks. Where a Supply is provided over two or more phases You shall ensure that the load is balanced as evenly as possible between the phases at all times. Where three-phase equipment is installed as part of an installation, You are advised to fit protection which will disconnect all phases of the Supply in the event of low voltage or loss of Supply to one or more phases of the incoming supply.
- (e) Motors up to 0.75 kW single phase or 4.5 kW three phase (0.37 kW single phase or 2.2 kW three phase in the case of motors for lifts, hoists and other cyclic applications) may be started “direct on line”. The starting arrangement for motors in excess of these ratings will be subject to written agreement between You and NIE Networks. You must take all reasonable steps to ensure that the power factor at which the supply is used is controlled between 0.9 lagging and unity.
- (f) NIE Networks obligations under the Connection Agreement are subject to Your Premises having an appropriate meter to measure electricity delivered to Your Premises unless otherwise agreed with NIE Networks. You are not permitted to use NIE Networks electric lines or plant for signalling or communication purposes. NIE Networks obligations are also subject to the Maximum Import Capacity only being taken, safety considerations and Your connection complying with all relevant Laws.
- (g) You must ensure that Your demand for electricity does not exceed the Maximum Import Capacity agreed with You prior to Your connection in accordance with these Standard Connection Terms and Conditions.
- (h) You must contact NIE Networks in advance if You wish to increase Your demand or make any significant change to Your connection, electric lines or electrical equipment, or to install or operate generating equipment, or to do anything else that could affect the Distribution System or supply to other customers or require alterations to Your connection. You must take care not to use the Supply to Your Premises or to connect equipment such that You cause damage to the Distribution System or interfere with Supply to other customers or with the distribution of supplies by NIE Networks efficiently and in accordance with NIE Networks obligations or which in NIE Networks reasonable opinion is likely to do so and, if You do, You shall at Your own expense remedy the condition within a reasonable time of NIE Networks giving You notice, failing which NIE Networks may immediately de-energise Your Premises until the condition has been remedied.
- (i) NIE Networks may, upon the fifth anniversary of connection of Your Premises to the Distribution System, or where a change to Maximum Import Capacity has been agreed between NIE Networks and You, upon the fifth anniversary of the date of agreement to that change, review the extent of Your utilisation of the Maximum Import Capacity. NIE Networks reserves the right, where You are not utilising the Maximum Import Capacity, to reduce the Maximum Import Capacity, provided that such reduced Maximum Import Capacity shall be at least 110% of Your peak half hour demand during the twelve months prior to the date of review. If You cannot agree a mutually acceptable reduced Maximum Import Capacity with NIE Networks, You may refer the dispute to the Authority.
- (j) If Your demand for electricity exceeds 1MW, You must comply with the relevant provisions of the Distribution Code.

## **5. Connection of Generating Plant**

You must not connect to Your installation generating plant that is designed for parallel operation with the Distribution System without the prior written approval of NIE Networks. If You wish to connect such plant then You must submit a formal application to NIE Networks. If NIE Networks consents to You connecting a generating plant to the Distribution System, then You must comply with NIE Networks requirements for the connection of generation to the Distribution System. In particular, You must comply with the requirements of NIE Networks Engineering Recommendation G59/1/NI or Engineering Recommendation G83/1, as amended, supplemented, varied or replaced from time to time, as applicable. These requirements are for the protection of the Distribution System and do not constitute any approval by NIE Networks of the generating plant or any warranty or guarantee by NIE Networks of the adequacy of the generator’s installation.

## **6. Delivery of electricity**

Without limiting NIE Networks obligations under applicable Laws relating to quality of Supply, NIE Networks does not guarantee to provide a Supply of electricity through the Distribution System at all times or that electricity Supplied through the Distribution System will be free of variations in voltage



or frequency. You should take appropriate steps to ensure that Your installation and equipment is protected from the consequences of interruptions and restorations of supply and variations in voltage and frequency. Without limiting clause 11, NIE Networks accepts no liability for damage to installations or equipment to the extent that such damage is attributable to Your failure to take such steps.

## **7. Charges for the use of the Distribution System**

- (a) NIE Networks will not bill You directly for any charge for the use of the Distribution System for so long as You have a Supplier. NIE Networks will bill Your Supplier for Your use of the Distribution System.
- (b) Where NIE Networks has recorded a Maximum Import Capacity against Your connection, You should be aware that if You exceed the Maximum Import Capacity, and fail to respond to notices issued by NIE Networks to You or Your Supplier requiring You to comply with the Maximum Import Capacity for Your connection, NIE Networks may charge Your Supplier an increased rate in relation to electricity consumed over the Maximum Import Capacity in accordance with NIE Networks policy on Maximum Import Capacity. Your Supplier may pass those charges on to You as part of Your charges for Your Supply. NIE Networks may also charge Your Supplier more if You fail to take all reasonable steps to ensure that the power factor at which the Supply is used is controlled between 0.9 lagging and unity.

## **8. Access and rights over land**

- (a) You agree to allow NIE Networks safe, full, and free access to any Premises at which You are Supplied:
  - (i) at any time if there may be danger to life or property, or if rights in relation to a Supply of electricity are being exercised under any Laws, or for any other purpose required for the operation or management of the Distribution System;
  - (ii) at all reasonable times for the purposes of installing, maintaining, modifying, testing, removing, replacing or reading any equipment or apparatus, including electricity meters and metering equipment, owned or operated by NIE Networks or Your Supplier in connection with Your Supply and NIE Networks services to You, and You grant all necessary rights for such purposes;
  - (iii) lawfully to disconnect or de-energise the connection to Your Premises.
- (b) If a substation is required in order to provide a Supply to Your Premises, You must grant a lease of land for that substation to NIE Networks at a nil rent and on NIE Networks standard lease terms.
- (c) You grant to NIE Networks to the extent possible and free of charge all such consents and all wayleaves and interests in land as are necessary for the installation, operation, maintenance, inspection and removal of NIE Networks equipment situated or to be situated on Your Premises.

## **9. Interference with equipment**

You must not interfere in any way with any of NIE Networks equipment at Your Premises except where emergency action has to be taken to protect the health and safety of persons.

## **10. Disconnecting and De-Energising Your Supply**

- 10.1 NIE Networks may disconnect or de-energise the Supply of electricity to Your Premises where:
  - (a) NIE Networks is entitled or required to do so under any of the Laws or the electricity industry arrangements under which NIE Networks operates, including but not limited to NIE Networks licence(s) under the Order;
  - (b) Your Supply of electricity is required to be cut off under any Laws or the electricity industry arrangements under which Your Supplier operates;
  - (c) to avoid, seek to avoid or mitigate the effect of a risk of danger if Supply is continued;
  - (d) NIE Networks agreement with Your Supplier for the use of the Distribution System in delivering electricity to Your Premises entitles or requires NIE Networks to do so;
  - (e) You do not have a Supply Agreement with a Supplier;
  - (f) NIE Networks wishes to inspect, modify, maintain, repair or add to any part of the Distribution System, including in relation to Your supply;

- (g) there is an accident or emergency or any event affecting or likely to affect the Distribution System or any other electricity network through which (directly or indirectly) NIE Networks receives, transports or delivers electricity;
- (h) NIE Networks wishes to avoid interference with any Supplies to any person;
- (i) You breach any provision of the Connection Agreement, including by exceeding the Maximum Import Capacity and failing to respond to notices from NIE Networks requiring You to comply with the Maximum Import Capacity for Your connection, or any Law;
- (j) there is a Force Majeure Event; or
- (k) the Connection Agreement on these Standard Connection Terms and Conditions is terminated, and no replacement connection agreement is entered into between You and NIE Networks.

10.2 Upon expiry or termination of the Connection Agreement NIE Networks shall be entitled to disconnect any connection equipment provided by NIE Networks on Your Premises and remove it from Your Premises.

## 11. Liability

- (a) Except in the case of death or personal injury caused by the negligence of the other party:
  - (i) neither Party is liable to the other Party in connection with the Connection Agreement which is on these Standard Connection Terms and Conditions in any circumstances, including where the Party is in breach or has been negligent, for:
    - (1) any special, consequential, indirect, economic, or financial loss (pecuniary or non-pecuniary, and including without limitation loss of revenue, profit or opportunity, wasted expenses, loss of agreement and loss of goodwill);
    - (2) any loss arising from the liability of the other Party to any other person or body howsoever arising and any other loss or damage of any nature whatsoever and howsoever caused; and
  - (ii) each Party shall only be liable in all cases, including where the Party is in breach or has been negligent, for loss or physical damage to the other party's property or physical damage to the property of any third party entitled to claim against that other Party in respect of physical damage caused directly to that third party arising directly from the breach of the Connection Agreement or such negligence and which at the date of the Connection Agreement was reasonably foreseeable as likely to result in the ordinary course of events from such breach or negligence provided that the liability of the party liable shall not exceed an amount per event or related series of events equal to the lesser of:
    - (1) where NIE Networks is the Party liable, a sum equal to the total value of Your connection equipment (being all electrical equipment located at or adjacent to the Connection Point (as defined in the Distribution Code) excluding all out going circuitry and where You are the Party liable, a sum equal to the total value of NIE Networks connection equipment (being as described above) (in each case as at the date the claim arose);
    - (2) the amount of: (A) £1 million where the Maximum Import Capacity of Your connection is greater than 1MVA; (B) £100,000 where the Maximum Import Capacity of Your connection is between 70 kVA and 1MVA; (C) £10,000 where the Maximum Import Capacity of Your connection is less than 70 kVA or where You do not have a Maximum Import Capacity; or
    - (3) where You are an Exempt Generator, the amount of: (A) £1,000,000 where You have a capacity greater than 1 MVA; (B) £100,000 where You have a capacity between 70 kVA and 1 MVA; or (C) £10,000 where You have a capacity of less than 70 kVA.
- (b) Without prejudice to the rights, powers, duties and obligations created by Laws, all rights or remedies express or implied and provided by common law or statute are excluded from application under the Connection Agreement to the fullest extent permitted by law.

- (c) In consideration of the rights conferred upon You under these Standard Terms and Conditions and the Connection Agreement, including under clause 11(e), Your right to claim in negligence, other tort, or otherwise howsoever against the TSO in respect of any act or omission of the TSO in relation to the subject matter of any Relevant Agreement is hereby excluded and You agree not to pursue any such claim; provided that nothing in this clause 11(c) shall restrict Your ability to claim against the TSO under any contract to which You and the TSO are (from time to time) a party or in respect of fraudulent misrepresentation or death or personal injury resulting from the negligence of the TSO.
- (d) The TSO may rely upon and enforce the terms of clause 11(c) against You. The third party rights of the TSO in this clause 11(d) may only be enforced by the TSO subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999. Notwithstanding any other provision of these Standard Terms and Conditions or the Connection Agreement, these Standard Terms and Conditions and the Connection Agreement may be amended without the consent of any third party and section 2(1) of the Contracts (Rights of Third Parties Act) 1999 shall not apply to these Standard Terms and Conditions or the Connection Agreement.
- (e) Any Relevant Act or Omission which causes physical damage to Your plant, apparatus or other property shall, for the purposes of determining NIE Networks liability under the Connection Agreement on these Standard Terms and Conditions, constitute an act or omission of NIE Networks in breach of the Connection Agreement provided that the liability of NIE Networks under this Agreement, in respect of such act or omission of the TSO, shall not exceed the monetary cap referred to in clause 11(a).
  
- (f) For the avoidance of doubt and for the purpose of determining Your liability under the Connection Agreement on these Standard Connection Terms and Conditions, any liability of NIE Networks (in respect of any acts of omissions of You in breach of the Connection Agreement that cause physical damage to the property of the TSO) to the TSO under the Transmission Interface Arrangements will be a reasonably foreseeable consequence of a breach of the Connection Agreement by You in respect of which NIE Networks will be entitled to recover damages from You provided that Your liability under this Agreement, in respect of such act or omission, shall not exceed the monetary cap referred to in clause 11(a).
- (g) NIE Networks shall obtain from the TSO a waiver in favour of (and enforceable by) You in respect of any claim the TSO may have in negligence, other tort, or otherwise howsoever against You in respect of any act or omission by You in relation to the subject matter of the Connection Agreement or these Standard Terms and Conditions and NIE Networks shall ensure that such waiver includes agreement by the TSO not to pursue such claim; provided that NIE Networks need not obtain the TSO's waiver of any claim the TSO may have against You under any contract to which You and the TSO are (from time to time) party or in respect of fraudulent misrepresentation or death or personal injury resulting from Your negligence.
- (h) We each hold the benefit of these provisions in clause 11 for ourselves and as trustee and agent for our respective officers, employees and agents.
- (i) Each of these sub-clauses of clause 11 shall be construed as a separate and severable term and if one or more is held to be invalid, unlawful or otherwise unenforceable, the other(s) shall continue to apply, and each shall also remain in force notwithstanding termination of the Connection Agreement.

## **12. Changing the Standard Connection Terms and Conditions and Connection Agreement**

The terms of the Connection Agreement will be changed automatically to incorporate any changes that NIE Networks may make to the form of these Standard Connection Terms and Conditions. Changes will be announced on NIE Networks website and in at least two newspapers published across Northern Ireland.

## **13. Terminating the Connection Agreement**

- (a) The Connection Agreement with You will immediately be terminated when any one or more of the following occurs:
  - (i) You permanently stop having a Supply of electricity delivered to Your connection;
  - (ii) You no longer either own or occupy the Premises at which that connection is situated;

- (iii) Your Supply Agreement with the Supplier acting as agent of NIE Networks for the purposes of entering into the Connection Agreement with You on these Standard Connection Terms and Conditions expires or is terminated for any reason; or
  - (iv) a ground for disconnecting or de-energising the Supply to Your Premises under clause 10 persists unabated for 1 month and NIE Networks notifies You of the termination.
- (b) Termination of the Connection Agreement will not affect any of the rights or claims that either Party has under the Connection Agreement or otherwise and any such rights or claims will survive termination of the Connection Agreement.
- (c) For the avoidance of doubt, the Connection Agreement will terminate when You change Your Supplier and will be replaced by a new Connection Agreement entered into through Your new Supplier.

**14. Transferring the Connection Agreement**

You are not entitled to transfer the Connection Agreement between Yourself and NIE Networks to another person without NIE Networks consent.

**15. Providing information**

You must provide NIE Networks with any information NIE Networks requests in relation to the nature, or use by You, of electrical equipment on Your Premises. NIE Networks will only ask for information that it needs in relation to the Connection Agreement or by reason of Law or other arrangements applying to NIE Networks in relation to NIE Networks licensed activities.

**16. Entire agreement**

- (a) The Connection Agreement which is on these Standard Connection Terms and Conditions and any other documents to which it refers as relating to the relationship between us, constitute the entire agreement between You and NIE Networks in relation to the connection of Your Premises to the Distribution System. All terms, conditions, warranties, undertakings, inducements and representations whether express or implied, statutory or otherwise, are excluded, except where such rights cannot be excluded and in the case of fraudulent misrepresentation.
- (b) If any provision of the Connection Agreement which is on these Standard Connection Terms and Conditions is or becomes declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject or by order of the Commission of the European Union or by order of the Secretary of State such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of the Connection Agreement which shall continue in full force and effect.

**17. Governing law**

The laws of Northern Ireland govern the Connection Agreement and the Parties submit to the jurisdiction of the Courts of Northern Ireland.

**18. Contacting each other**

You should contact NIE Networks directly if You require any additional information with regard to these Standard Connection Terms and Conditions or the Connection Agreement or the connection to Your Premises. NIE Networks may wish to contact You about the Connection Agreement or Your connection, and to enable NIE Networks to do that, You authorise Your Supplier to give NIE Networks Your contact details.