

# **Terms and Conditions for Supply of Electricity to Non-Domestic Customers of Power NI Energy Limited t/a Power NI**

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## **Privacy Statement**

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These terms and conditions apply to all Non-Domestic Customers save for where a clause specifically states it applies to either Fixed Term Contract Customers or Non-Contract Customers only.

## 1. Scope of Agreement

1.1 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 or entity ("**you**") and for the payment for such electricity by you to us.

1.2 For **Fixed Term Contract Customers**, these terms and conditions together with the Contract that applies to your supply form the legally binding contract ("**Agreement**") between you and us.

1.3 For **Non-Contract Customers**, these terms and conditions together with the tariff that applies to your supply form the legally binding contract ("**Agreement**") between you and us.

1.4 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.

1.5 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.

1.6 As your supplier, we arrange for delivery of electricity to your premises. 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 19 below for more information about the role of the Network Operator.

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

2.1 Power NI's offer to supply energy is subject to Power NI completing credit checks on the Customer that are satisfactory to Power NI at its sole discretion.

2.2 For **Fixed Term Contract Customers**: This Agreement starts from the date specified on the Contract.

2.3 For **Non-Contract Customers**: This Agreement applies if:

- you were a customer of Northern Ireland Electricity Limited (now 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.

Where your premises are, 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.

## 3. Variations to this Agreement

3.1 For **Fixed Term Contract Customers**: This Agreement may not be varied except by agreement in writing signed by both parties or with agreement by both parties on a recorded line. You agree to make any changes to this Agreement required to be made as a result of regulatory or legislative changes.

3.2 For **Non-Contract Customers**: 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 4 (Ending this Agreement) below. We will publicise details of these changes in advance where it is possible for us to do so.

#### 4. Ending this Agreement

4.1 For **Fixed Term Contract Customers**: The duration of this Agreement is as specified in the Contract. Either party may, subject to 20 working days written notice being given before the end date as specified on the Contract, indicate their intention to terminate this Agreement on the end date. Where no written notice is provided by either party or no new Agreement has been signed, Power NI will apply on a rolling calendar month basis the rates and charges applicable to our Non- Domestic Customer Standard Tariff. Those rates and charges will continue to apply until either party serves written notice indicating their intention to terminate this Agreement or until a new Agreement has been signed.

If you end this Agreement before the end date specified in the Contract you must pay us all sums due and owing under Contract up to the date of termination, together with our reasonable projected costs associated with early termination.

4.2 For **Non-Contract Customers**: This Agreement continues until you or we end it. To cancel this Agreement, simply write, stating your name, address and contact number, to: Power NI, Greenwood House, 64 Newforge Lane, Belfast, BT9 5NF.

You can also end this Agreement where:

- you switch to another supplier
- you move premises
- you wish to end your supply by having it cut off (subject to industry codes and procedures).

If you switch to another supplier, this Agreement will end 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 2 working days' notice before you move. This Agreement will end:

- on the date we agree, or
- when the next meter reading is due, or
- when someone else registers for the supply, whichever is first.

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 (subject to industry codes and procedures). You must pay for all electricity used up until that disconnection takes place.

4.3 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.

4.4 For both Fixed Term Contract and Non-Contracted Customers, 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:

- A change of credit worthiness is identified and new terms that have been offered are not met;
- 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.

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

## **5. Price/tariffs/charges and payment**

**5.1.1 For Fixed Term Contract Customers (Fixed Price):** You agree to take and pay for the supply of electricity in accordance with the rates and charges as stated in the Contract. In the event of any information provided by you or your agent being incorrect, Power NI reserves the right to reassess and vary the charges as stated on the Contract as appropriate. You agree that we shall pass through to you all Third Party Costs incurred by us in relation to your electricity supply and that the unit price you will pay for the electricity supplied by us will vary depending on the level of such Third Party Costs. Any projections of future costs provided by us to you in relation to your electricity consumption are therefore subject to change. In order to provide you with a fixed 'energy only' rate contract, we may enter into hedging agreements based on your historic consumption or an alternative consumption forecast supplied by you and accepted by us. If there is any deviation from the historic consumption, or alternative consumption as aforesaid, which results in losses to us in respect of those hedging agreements ("Hedging Losses"), we may recover these Hedging Losses from you as a charge.

**5.1.2 For Fixed Term Contract Customers (Variable Price):** You agree to take and pay for the supply of electricity in accordance with the rates and charges as stated in the Contract. In the event of any information provided by you or your agent being incorrect, Power NI reserves the right to reassess and vary the charges as stated on the Contract as appropriate. You agree that we shall pass through to you all Third Party Costs incurred by us in relation to your electricity supply and that the unit price you will pay for the electricity supplied by us will vary depending on the level of such Third Party Costs. We will apply our tariff charges and adjustments according to I-SEM market outturns. We reserve the right to review these tariffs at any time during the Fixed Term and shall notify you in writing in advance of any changes. Any changes to your tariff will be implemented within 21 days from this notice.

**5.2 For Non-Contract Customers:** You agree to take and pay for the supply of electricity in accordance with our Standard Tariff rates. For details on current tariffs and applicable charges please call our customer helpline. We will send you written details of applicable tariffs, charges and other payments to be made 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 appropriate 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 Standard Tariff rates and charges and the way we charge at any time. We will notify you in advance of any change to the Standard Tariff rates and charges.

**5.3** 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.

**5.4** Where we have used an estimated meter reading for a bill, you can call our customer helpline to submit a reading and we will issue a new bill.

**5.5** 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.

5.6 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
- other reasonable costs that arise if we have to take action because you break the terms of this Agreement.

5.7 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.

5.8 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 schemes, you shall send the supplier certificates to Power NI, Greenwood House, 64 Newforge Lane, Belfast, BT9 5NF at least 5 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.

5.9 We shall not recover, or take any steps to recover, any charges for the supply of electricity from you for the Relevant Premises more than 13 months after the Back Bill Date unless during that time we have sent a bill or demand for payment for the charges or otherwise taken steps to recover the charges the effect of which has been or will be reflected in the next statement from us.

5.10 The provisions in the above paragraph in relation to the recovery of charges shall not apply where:

- the recovery of, or steps taken to recover, the charges for the supply of electricity occurred prior to 1 October 2020; or
- we were unable to comply with the above paragraph in relation to the recovery of charges due to:-
  - our being unable to obtain an Actual Meter Reading at the Relevant Premises in respect of the period to which the charges relate, having taken all reasonable steps to do so; or
  - you, or any other person in the occupation of the Relevant Premises, has unlawfully taken a supply of electricity, or interfered with the metering equipment at those premises.

## **6. Paying for supply**

6.1 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 on our website at [www.powerni.co.uk](http://www.powerni.co.uk).

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.

6.2 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 at other premises, we may transfer any credit or debt between your accounts in order to recover any money you owe us.

## **7. Late payment**

7.1 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
- where your bank returns a cheque to us unpaid, or rejects a direct debit, because there is not sufficient money in your account.

7.2 You agree that we may charge you interest for late payment. Without prejudice to our statutory right to claim interest or other compensation for late payment we will calculate interest on overdue accounts on a daily basis that is 3% above the Bank of England's current base rate.

7.3 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 pay a security deposit; 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).

## **8. Security deposit**

8.1 We may ask you to pay a deposit as security against payment for your electricity and/or ask you to make payments by direct debit. If you do not wish to provide a deposit and/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. Small Business Premises requiring a security deposit following a credit worthiness assessment will be asked to pay no more than 3 months usage as security, in line with our electricity supply licence.

8.2 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.

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

## **9. About your electricity meter**

9.1 Your electricity meter is owned, serviced and read by 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.

9.2 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.

9.3 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.

## **10. Meter charges**

10.1 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.

10.2 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.

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

11.1 We adopt procedures, which aim to avoid disconnecting your premises, if you have difficulty in paying your bills. 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
- you refuse to provide us with all the details that we require to register you for a supply.

11.2 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.

11.3 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.

## **12. Codes of practice, making complaints and resolving a dispute**

12.1 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 Authority and include the following areas:

- Services for Prepayment Meter Customers
- Efficient Use of Electricity
- Complaints Handling Procedure
- Payment of Bills
- Marketing Code of Practice for Domestic & Non-Domestic Customers

12.2 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.

12.3 If you are unhappy with any aspect of the service we provide, please call our customer helpline. We shall seek to resolve any matters raised by you through discussion.

12.4 For **Fixed Term Contract Customers**: If we are unable to resolve your complaint you shall refer the matter to mediation in accordance with the model mediation procedures published by the Centre for Effective Dispute Resolution. The terms and conditions of the Agreement shall continue during the dispute resolution process.

12.5 For **Non-Contract Customers**: 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 [contact@consumercouncil.org.uk](mailto:contact@consumercouncil.org.uk) or write to the Consumer Council, Floor 3, Seatem House, 28-32 Alfred Street, Belfast, BT2 8EN. 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. Your

right to go to court is not affected by a referral to the Consumer Council.

### **13. Legal liability**

13.1 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.

13.2 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.

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

14.1 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.

### **15. Other legal rights**

15.1 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) Order 1987.

### **16. Circumstances outside our control**

16.1 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.

16.2 Please refer to section 19 for more information about your agreement with the Network Operator.

### **17. Data protection**

Protecting our customers' personal information is important to Power NI. Please see our privacy statement for details of how we process your personal data, in accordance with our obligations under data protection legislation. Our privacy statement is available in customer welcome packs, online at [www.powerni.co.uk/legals](http://www.powerni.co.uk/legals) or by calling us at 03457 455 455. We may update this statement from time to time and any changes will be available to view on our website, or customers will be notified as required by applicable data protection law.

### **18. General**

18.1 This Agreement is governed by the laws of Northern Ireland.

18.2 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.

18.3 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.

18.4 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.

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

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

19.2 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.

19.3 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.

19.4 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.
- 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

**Actual Meter Reading:** an electricity meter reading taken by us or on our behalf (it does not include a meter reading taken by you or an estimated meter reading).

**Agreement:** has the meaning as defined in section 1.

**Authority:** the Utility Regulator for Northern Ireland, which regulates the electricity industry.

**Back Bill Date:** means, (a) where charges relate to the consumption of units of electricity, the date on which those units were consumed or can reasonably be estimated to have been consumed; (b) where such charges take the form of a standing charge or other form of charge not related to the consumption of units of electricity, the date on which such charges were accrued or (if earlier) in respect of which they are levied.

**Connection Agreement:** the agreement between the Network Operator and you for connection of your premises to the electricity distribution system as described in section 19.

**Consumer Council:** an independent body representing consumers' interests.

**Contract:** the written confirmation or agreement by telephone for Fixed Price Contract or Variable Price Contract Customers which confirms the rates and charges applicable to the supply of electricity to such customers in accordance with this Agreement.

**Distribution System:** has the meaning given to it in our Electricity Supply Licence.

**Fixed Term Customer(s):** Non-Domestic Customers who have entered into a Fixed Term Contract with Power NI.

**Hedging Losses:** has the meaning given to it in section 5.1.1.

**Market Registration Code:** has the meaning given to it in our 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 system and Distribution System in Northern Ireland.

**Non-Contract Customer(s):** customers who have not entered into a fixed term contract with Power NI and whose bills are based on the Standard Tariff rates and charges.

**Non-Domestic Customer(s):** has the meaning given to it in our Electricity Supply Licence.

**Non-Domestic Premises:** has the meaning given to it in our Electricity Supply Licence.

**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".

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

**Relevant Premises:** means Small Business Premises.

**Small Business Premises:** means Non-Domestic Premises at which the annual consumption at all the other non-domestic premises (if any) at which we give a supply to you under a contract or a deemed contract, is less than 50MWh calculated: (a) by reference to the 12 months of consumption data most recently available in respect of the premises; or (b) where such data is not available, by reference to (i) the estimated consumption data in respect of the premises used by us to bill you or (ii) the actual usage factor attributable to the premises as calculated under and in accordance with the Market Registration Code.

**Standard Tariff:** means the basic rates and charges for your Use of System Category and meter type, as communicated to you by us from time to time.

**Third Party Costs:** means the various levies and charges associated with purchasing and retailing electricity in Northern Ireland, and shall include Hedging Losses.

**Use of System Category:** means the Network Operator's tariff category that applies to your supply point.

# Power NI Privacy Statement

## 1. Introduction

Protecting our customers' personal data is important to Power NI. This Privacy Statement sets out how we collect, use, store, share and protect your personal data in compliance with Data Protection legislation.

### 1.1 Company information

Power NI Energy Limited trading as Power NI, a company registered in Northern Ireland with the company registration number NI027394 and having our place of business at Greenwood House, 64 Newforge Lane, Belfast, BT9 5NF. Power NI is part of the Energia Group, the leading independent energy company in the all-Ireland market. Further information can be found at [www.powerni.co.uk](http://www.powerni.co.uk) or [www.energiagroup.com](http://www.energiagroup.com).

### 1.2 Contact us

If you have questions as to the manner in which your personal data is being handled or if you require any further information you can contact the Data Protection Officer using the details below:

Data Protection Officer  
64 Newforge Lane  
Belfast  
BT9 5NF  
Email: [Dataprotection@powerni.co.uk](mailto:Dataprotection@powerni.co.uk)

### 1.3 Statement review

This Statement will be regularly reviewed to ensure we continue to meet our obligations in processing your personal data and protecting your privacy. In order to do so we reserve the right to update, modify and amend this Statement at any time as required. We would recommend that you check back regularly to keep informed of any updates. We will not make any significant changes to the Statement without informing you.

### 1.4 Protecting your information

We are committed to protecting your personal data and to implementing appropriate technical and organisational security measures to protect it against any unauthorised or unlawful processing and against any accidental loss, destruction, or damage.

## 2. Data We collect

In order to provide energy products and services and provide you with information on these products and services we need to collect a number of categories of personal data through a number of channels including from you, third parties, other energy suppliers, the network provider and credit reference agencies. We obtain this personal data during the registration process, marketing or through our on-going management of your account. We cannot provide you with energy services or offer you a contract based on the products or services which best suit your requirements unless we have the necessary information. These personal data categories include: Name, address, contact details such as telephone number, mobile phone number, email address, date of birth, property details, bank details, credit and debit information, records of payments and any arrears, marketing preferences, property categorisation, telephone recordings, CCTV recordings from our offices, website usage (on [www.powerni.co.uk](http://www.powerni.co.uk)), IP address, energy usage, identity verification questions (such as mother's maiden name) and contact notes. In certain circumstances and as part of our regulatory requirements we may collect special categories of personal data for the Customer Care Register including any disabilities or special needs information necessary to support the provision of service to you.

## 3. How we use your information

We will use your personal data to provide you with energy products and services and to allow us to better manage your customer account. In particular we may use your personal data for the following purposes:

### 3.1 Account Management

In order to set up and administer your account and manage your customer journey and contact with us, we are required to process your personal data. This involves processing personal data for the purpose of account set up, monitoring, identity verification and managing your account including

obtaining credit references (Commercial customers only), implementing a change of supplier and obtaining, maintaining and exchanging information on meter points, occupancy details, billing purposes and processing payments. Legal Basis: The processing is necessary for the performance of a contract to which you are party to or in order to take specific steps prior to you entering into a contract.

Legal Basis: The processing is necessary to comply with our legal obligations.

Legal Basis: The processing is necessary for our legitimate interests or those of a third party. It is within Power NI's legitimate interest to use certain personal data to establish, maintain and review an account to allow Power NI to better manage customer's accounts,

enforce rights set out in the terms & conditions of supply, and to ensure customers are provided with the most appropriate products and services.

### **3.2 Customer support**

In order to respond to queries and manage and investigate any complaints we are required to process your personal data. If you contact our Customer Service Team or if we contact you we will use personal data such as account information and contact history. We may monitor and record such communications, instant messaging (web chat), social media, email and other electronic communication to help investigate any complaints and for training purposes.

Legal Basis: The processing is necessary for the performance of a contract to which you are party to in order to take specific steps prior to you entering into a contract.

Legal Basis: The processing is necessary to comply with our legal obligations.

Legal Basis: The processing is necessary for our legitimate interests or those of third party. It is within Power NI's legitimate interest to use certain personal data to establish, maintain and review an account to allow Power NI to better manage customers' accounts, enforce rights set out in the Terms & Conditions of Supply, and to ensure customers are provided with the most appropriate products and services and that customer complaints are resolved appropriately.

### **3.3 Marketing**

In accordance with your marketing preferences, from time to time we may provide you with information on 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. Depending on your marketing preferences we may also contact you after you have ended your account with us to make you aware of our products, services and any available offers including those of carefully selected third parties.

In order to provide you with relevant products, services, offers, promotions and to continually improve our customer services we may use personal data to analyse customer behaviour and customer data relating to you. Depending on your marketing preferences and as otherwise permitted by law we may contact you by:

(a) Non-electronic means, including by post or in person; and

(b) Electronic means, including live telephone calls, email, SMS (texts) or multimedia messaging, through your smart phone applications, web chat and chat services, pre-recorded telephone messages, social media (e.g. Facebook and Google), or through your smart meter.

Legal Basis: The processing is based on your consent for the specific purpose (e.g. by opting in and receiving certain marketing communications).

Legal Basis: The processing is necessary for our legitimate interests or those of a third party. It is within Power NI's legitimate interest to provide you with information on Power NI products and services including information that we have tailored to your interests.

If you wish to change your marketing preferences you can do so at any time by writing to us at Power NI, PO Box 103, Antrim, BT41 9BB, emailing us at [home@powerni.co.uk](mailto:home@powerni.co.uk) or by calling us on 03457 455 455.

\*Typical categories may include automotive, family & kids, financial & professional, food & entertainment, gifts, home & garden, shopping, sport, health & beauty and travel.

### **3.4 Customer reward programme**

If you sign up to the Power NI Perks programme, in order to verify you are a Power NI customer we are required to process your personal data.

Legal Basis: The processing is necessary for our legitimate interests or those of a third party. It is within Power NI's legitimate interest to verify that those signing up for Power NI Perks are entitled customers.

Legal Basis: When you sign up to Power NI Perks, you are requested to consent to the processing of your personal data for the purposes of administering and managing your Power NI Perks account, which you may withdraw at any time by leaving Power NI Perks.

### **3.5 Credit reference checks & fraud prevention**

(Commercial customers only)

In order to enter into an agreement with you and assess any level of risk, we may carry out necessary credit reference checks.

Legal Basis: The processing is necessary for entering into or the performance of a contract to which you are subject.

Legal Basis: The processing is necessary to comply with our legal obligations.

Legal Basis: The processing is necessary for the legitimate interests of the controller or third party. It is within Power NI's legitimate interest to carry out such processing to assess creditworthiness and protect Power NI from fraud.

### **3.6 Improving our products & services**

In order to improve our products, services and customer interaction, we carry out customer surveys and market research which involves the processing of personal data.

Legal Basis: The processing is necessary for our legitimate interests or those of third party. It is within Power NI's legitimate interest to provide you with the best customer experience by ensuring that we continually improve our processes and product and service offerings.

### **3.7 Debt management**

In order to appropriately manage any debt issues if they were to occur, Power NI may be required to process personal information.

Legal Basis: The processing is necessary for the performance of a contract to which you are a party to or in order to take specific steps prior to entering into a contract.

Legal Basis: The processing is necessary for our legitimate interests of the controller or those of a third party. It is within Power NI's legitimate interest to use certain personal data to help manage a debt issue and enforce rights set out in the Terms & Conditions of Supply.

### **3.8 Regulatory & licence**

In order to meet our Regulatory and Licence requirements, Power NI is required to process personal data and provide information to the Authority and government departments.

Legal Basis: The processing is necessary to comply with a legal obligation to which we are subject under our licence requirements.

### **3.9 Website statistics**

Like most websites, we gather statistical and other analytical information of all visitors to our website including cookies and click trails. We use the data gathered to get a better understanding of where our visitors come from and to help us better design and organise our website and for the purposes set out below at '3.10 Customer preferences and account history'. You can find our Cookie Policy at [www.powerni.co.uk/legals](http://www.powerni.co.uk/legals).

Legal Basis: The processing is necessary for our legitimate interests or those of a third party. It is within Power NI's legitimate interest to provide you with the best customer website experience by ensuring that we continually improve our processes and website.

### **3.10 Customer preferences and account history**

To manage and administer any products or services we provide, to develop and manage our brands, products and services and to develop and offer new products and services, we may review customer preferences and account information.

Legal Basis: The processing is necessary for our legitimate interests or those of a third party. It is within Power NI's legitimate interest to provide you with the best customer experience and offers relevant to you.

### 3.11 Recruitment

If you submit a job application online, we will use your personal data for recruitment-related purposes, which may include contacting you via email, telephone, SMS or post.

Legal Basis: The consent of the individual.

Legal Basis: The processing is necessary to comply with legal obligations to which we are subject under our employment law.

### 3.12 Special categories of personal data

In order to support customers requiring additional account management support (e.g. customers with poor eyesight or blindness requiring bills to be provided in braille or assisting customers in ill health with debt or payment management plans), we may from time to time obtain data concerning a customer (or previous customer's) health. We will use this data to maintain and update a Customer Care Register.

Legal Basis: The explicit consent of the individual.

Legal Basis: Where required to protect the vital interests of the individual where the individual is physically or legally incapable of giving consent to such processing.

Legal Basis: The processing is necessary to comply with legal and regulatory obligations to which we are subject under our Licence requirements.

## 4. Sharing your information

There are a number of circumstances in which we may share your personal data within Power NI and with other parties. Below is a list of such potential recipients or categories of recipients with whom we may share information:

- In order to meet our Licence and Regulatory requirements we are required to share certain personal data such as with the Network Operator.
- In order to meet our requirements with the Authority.
- In order to support the process for transferring customers between Energy Service Providers we are required to share certain personal data with previous, current and future suppliers to establish all relevant details to help transfer supply and establish the details of any outstanding debt.
- In order to carry out credit checks when entering into an agreement we may share personal data with financial institutions & credit reference agencies.
- In order to meet legal and regulatory requirements we may share personal data with fraud prevention agencies.
- For debt management purposes we may in certain cases be required to share personal data with debt collection agencies.
- We may disclose information when required by law or legal process for the administration of justice, to protect your vital interest, for investigations by law enforcement or regulatory bodies, to protect and defend Power NI's property and legal rights or by order of a valid order from a court or law enforcement agency.
- In order to support complaint handling we may share information with the Consumer Council NI (CCNI).
- Where necessary to support our customers with poor eyesight or blindness requiring bills to be provided in braille we may provide information to organisations such as the Royal National Institute of Blind People (RNIB).
- Where you have consented for us to do so we may share your information with Energy or Financial support organisations such as Bryson Energy or Advice NI.
- Organisations who act as service providers to Power NI such as providers of telecommunications, postal services, records storage, data storage, document production and destruction, IT services and security, fraud detection, customer reward programmes, marketing and market research, and making and receiving financial payments.
- For our Microgen customers with their written consent we may share information with the Office of Gas and Electricity Markets (OFGEM).
- Where you have consented for us to do so we may share your information with our sponsorship partners for the purpose of them/us contacting you to provide you with offers.
- In order to verify you are an active Power NI customer we share certain personal data with our reward scheme programme provider.

We may pass personal data to our agents and service providers and group companies when relevant for these purposes, including the use of cloud providers. This may involve passing your personal data outside of the UK and any such recipients will be bound to comply with the appropriate Standard Contractual Clauses or equivalent data protection safeguards for the transfers of data outside the UK.

## **5. Retention of your information**

We will retain your personal data only for as long as is necessary for the purposes for which it was collected and in order to meet the legal and business requirements of managing your customer account and experience with us. In particular:

- We will retain personal data that is necessary for us to provide you with a product or service that you have requested or purchased for as long as it takes us to provide that product or service;
- We will retain your contact details for marketing purposes for as long as we have your permission to send you marketing information or for as long as we are permitted to do so, subject to your right to object at any stage;
- We will retain records of any transactions you enter into with us or products or services you receive for up to seven years after the date of the transaction. This is so that we can respond to any complaints or disputes that arise in that period;
- We will retain any financial transaction information for seven years after the date of those transactions; and
- We will retain other personal data necessary for us to do so to comply with our regulatory and legal requirements.

## **6. Your rights**

The General Data Protection Regulation provides you with a number of rights under the legislation as a data subject. We will respond to your requests within one month of the receipt of your request or inform you in circumstances where an extension may be required.

### **6.1 Right of access**

You have the right to be provided with details of the processing of your personal data and to obtain a copy of the personal data we hold about you, subject to applicable exemptions under data protection legislation.

In order to make an access request, please send your request in writing to the details below:

Data Protection Officer  
64 Newforge Lane  
Belfast  
BT9 5NF  
Email: [Dataprotection@powerni.co.uk](mailto:Dataprotection@powerni.co.uk)

To help us better deal with your request please provide us with the information necessary to identify you (name, address, account number) and to identify the personal data you require.

### **6.2 Right to rectification**

If the personal data we hold on you is inaccurate or incomplete you have the right to rectify such personal data and we would encourage you to ensure the personal data we hold on you is kept as up to date and accurate as possible.

### **6.3 Right to erasure**

In certain circumstances you have the right to request the deletion of your personal data where there is no compelling reason for us to continue processing it. This is not an absolute right but can include circumstances such as:

- Where your personal data is no longer necessary in relation to the purpose for which it was processed.
- When the processing in question is solely based on consent and consent is withdrawn.
- When you object to the processing on grounds relating to your particular situation and there is no overriding legitimate interest to continue the processing.
- The personal data has to be erased in order to comply with a legal obligation.
- Your personal data has been processed unlawfully.

### **6.4 Right to restrict processing**

In certain circumstances you can request the restriction of the processing of your personal data where you contest the accuracy of the information; where you object to processing which is based on legitimate interests; where the processing is unlawful and you wish to restrict the processing rather than seek erasure; or where we no longer require to retain your personal data but you wish the personal data to be held while you establish, exercise or defend a legal claim.

### **6.5 Right to data portability**

In circumstances where the personal data you have provided to us in a structured, commonly used and machine readable format is based on your consent or for the performance of the contract and where the processing is carried out by automated means, you have the right to request that such personal data be provided to you or transmitted directly to another organisation.

### **6.6 Right to withdraw consent**

Power NI processes your personal data using a number of legal bases apart from consent including entering into a contract with you in order to provide energy services. If however we are processing your personal data on the legal basis of consent (such as for marketing purposes) you have the right to withdraw your consent at any time. If you withdraw your consent, we will no longer be able to carry out processing based on your consent. However by withdrawing your consent it does not invalidate any processing which was undertaken prior to the withdrawal of your consent.

### **6.7 Right to object to processing**

You have the right to object to processing based on legitimate interests and to direct marketing (including profiling for the purpose of direct marketing). Where we have indicated that we are processing your personal data based on legitimate interest, you are entitled to object to such processing on grounds relating to your particular situation. We will stop processing your personal data unless we can demonstrate compelling legitimate grounds for the processing which overrides your interests, rights and freedoms or where the processing is necessary for the establishment, exercise or defence of legal claims. If you wish to object to receiving direct marketing, please use the provided opt-outs or contact us and we will stop processing your personal data for direct marketing purposes.

### **6.8 Automated decision making including profiling**

You have the right not to be subject to automated individual decision making, including profiling, which produce legal effects concerning you or similarly significantly affects you unless it is necessary for the entry into or performance of a contract, authorised by EU or member state law; or based on your explicit consent.

### **6.9 Right to lodge a complaint with ICO**

You have the right to lodge a complaint with the Information Commissioner's Office:

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF  
Tel: 0303 123 1113

**Last updated 1st October 2023**







**The Consumer Council**

Floor 3, Seatem House, 28-32 Alfred Street, Belfast, BT2 8EN

Call: 0800 121 6022

Email: [contact@consumercouncil.org.uk](mailto:contact@consumercouncil.org.uk)

[www.consumercouncil.org.uk](http://www.consumercouncil.org.uk)

**Power NI**

PO Box 2067, Belfast, BT1 9PP. Tel: 03457 455 455