

**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.

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 Limited) 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 (subject to industry codes and procedures).

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 (subject to industry codes and procedures). 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 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 emailing home@powerni.co.uk or visiting our website at 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.

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.

The provisions in the above paragraph in relation to 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 occupation of the Relevant Premises, has unlawfully taken a supply of electricity, or interfered with the metering equipment, at those premises.

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 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

We have Codes of Practice, providing guidance as to the services we provide. The Codes of Practice have been approved by the Authority and cover the following areas:

- 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.

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 Customer Relations Manager.

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

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

Protecting our customer's 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 your welcome pack, online at 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 notified on our website or otherwise will be notified as required by applicable data protection law.

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 Licenced 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.nienetworks.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

Actual Meter Reading means 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).

Authority means the Northern Ireland Authority for Utility Regulation, 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 consumptions of units of electricity, the date on which such charges were accrued or (if earlier) in respect of which they are levied.

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 given to it in our Electricity Supply Licence.

Domestic Premises has the meaning given to it in our 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.

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 and distribution system in Northern Ireland.

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".

Principal Terms has the meaning given to it in our 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.

Relevant Premises means Domestic Premises or 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.



The Consumer Council

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

Call: 0800 121 6022

Email: contact@consumercouncil.org.uk

www.consumercouncil.org.uk

Power NI

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