

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

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 Ltd 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 Acceptance Form 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. 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 19 below for more information about the role of the Network Operator.

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

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

2.2 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. 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 on the Contract Acceptance Form. Either party may, subject to 20 working days written notice being given before the end date as specified on the Contract Acceptance Form, 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 on the Contract Acceptance Form you must still pay us the projected costs until the end date together with our reasonable administration 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.

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 two 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. 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** 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.

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 For **Fixed Term Contract Customers**: You agree to take and pay for the supply of electricity in accordance with the rates and charges as stated on the Contract Acceptance Form.

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 Acceptance Form 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.

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).

5.8 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.

## **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 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.

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 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.

9.2 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.

9.3 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.

9.4 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:

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

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 (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.

### **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**

Agreement has the meaning as defined in section 1.

## **Authority**

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

## **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**

The Consumer Council NI which is an independent body representing consumers' interests.

## **Contract Acceptance Form**

The form signed by Fixed Term 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 as defined in condition 1 (interpretation and construction) of Power NI's electricity supply licence.

## **Fixed Term Customer(s)**

Non-Domestic Customers who have entered into a fixed term contract with Power NI.

## **Meter Provider**

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

## **Network Operator**

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)**

Non-Domestic 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 as defined in Power NI's electricity supply licence.

## **Power NI**

Power NI Energy Ltd t/a Power NI is the company which supplies electricity to you under this Agreement, also referred to as "Power NI", "us", "our" or "we" and whose registered office address is at Greenwood House, 64 Newforge Lane, Belfast, BT9 5NF and whose company registration number is NI027394.

**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.

**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**

The various levies and charges associated with purchasing and retailing electricity in Northern Ireland.

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





**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**

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