



Terms and Conditions for Supply for Non-domestic Customers of NIE Energy Limited

1. Scope of Agreement

This document sets out the terms and conditions for the supply of electricity by NIE Energy Limited, a company having its registered office at 120 Malone Road, Belfast, BT9 5HT (“NIE Energy / we / us”) to a person or entity (“you”) and for the payment for such electricity by you to us. These terms and conditions together with the tariff that applies to your supply form the legally binding contract (“Agreement”) between you and us.

This Agreement applies 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.

As your supplier, we arrange for delivery of electricity to your premises. Northern Ireland Electricity plc (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 20 below for more information about the role of the Network Operator.

2. When this Agreement applies and when it starts

This Agreement applies if:

- you were a customer of Northern Ireland Electricity plc and have been transferred to NIE Energy. In this case you do not need to take any further action. The Agreement starts from the date of the transfer
- you have chosen NIE Energy to be your electricity supplier. The Agreement starts from the date you agreed as the start date on the phone
- you have a new connection and you have not chosen another supplier. The Agreement starts when you start taking the supply
- you were the customer of another supplier and we have received a direction from the Authority to take over the customers of that supplier. This Agreement starts when the direction from the Authority takes effect
- you occupy a site registered to NIE Energy and are receiving a supply of electricity from us without having requested it. The Agreement starts when you start taking the supply

In the last case, if you wish to continue to receive a supply of electricity from us you must make an application for supply by telephone to our Customer Helpline at 08457 455 455. We may refuse to supply you or continue to supply you if any information required by us is not provided or we believe the information provided to be inaccurate.

3. Variations to this Agreement

We may change the terms of this Agreement at any time. If you do not accept the changes, you may end this Agreement as described in section 4 below. We will publicise details of these changes in advance where it is possible for us to do so.

4. Ending this Agreement

This Agreement continues until you or we end it.

You can cancel this Agreement within 7 working days from the date you accepted it on the phone, moved into your premises or had your premises connected to the local electricity network.

To do this, simply write, stating your name, address and contact number, to: NIE Energy Limited, 120 Malone Road, Belfast, BT9 5HT.

You can end this Agreement where:

- you switch to another supplier
- when 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 takes over 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 at 08457 455 455. You will need to tell us your new address and the date you wish the supply to commence.

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

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

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

5. Price 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. To find out more about our tariffs and charges, please call our Customer Helpline at 08457 455 455 or visit our website at www.nieenergy.co.uk. We will send you written details of applicable tariffs, charges and other payments to be made by you promptly on request.

We will agree your tariff with you when this Agreement starts (except where you have taken a supply before reaching such agreement, in which case the tariff for that period will be the one we consider to be appropriate). It remains your responsibility to give us the information we need to apply the most economical tariff. This includes informing us of any subsequent material change to your electricity consumption pattern. Free tariff advice can be obtained by calling our Customer Helpline at 08457 455 455.

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.

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). 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. We will seek to access your premises to take a meter reading at least once every 12 months.

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

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

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

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

Please call our Customer Helpline if you would like a copy of our guide to VAT on electricity supplies. You can also contact us by emailing business@nieenergy.co.uk or visiting our website at www.nieenergy.co.uk.

If your supply is subject to VAT at the higher rate, then the Climate Change Levy may also be applicable. If you have been granted relief from Climate Change Levy through one of the government approved schemes you shall send the Supplier Certificates to NIE Energy, 120 Malone Road, Belfast, BT9 5HT 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

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 in arrears and by direct debit. Further details of these are given in our Codes of Practice (see section 12).

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

If any amount payable by you is in genuine dispute, you must pay to us the amount that is not in dispute. When the matter has been settled, we may adjust the amount owed by you as a result. If you have an account with us 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

If you do not pay our bills, we will take steps to recover money you owe us. We may charge you for the costs of collecting payments, which may include:

- 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.

We may charge you interest for late payment. We will calculate interest using the rate we apply at the time.

8. Security deposit

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

If you owe us money and are ending this Agreement, 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
- if you subsequently choose to pay for your electricity by monthly direct debit,

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

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

9. About your electricity meter

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

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

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

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

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

10. 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
- visits to your premises relating to inspecting or changing your meter.

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

11. 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 12). 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

- 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.

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.

12. Codes of Practice

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

- Paying for your electricity
- Economy 7
- Making a complaint
- Customers with payment difficulties

These publications are available in several languages including Irish, Chinese, Portuguese, Urdu and Arabic. To obtain copies of our Codes of Practice please call our Customer Helpline at 08457 455 455 or visit our website at www.nieenergy.co.uk. Independent financial help and advice is available from your local Citizens Advice Bureau or Association of Independent Advice Centres.

13. Making a complaint

If you are unhappy with any aspect of the service we provide please call our Customer Helpline at 08457 455 455 or write to Head of Customer Service, NIE Energy Limited, 120 Malone Road, Belfast, BT9 5HT.

If we are unable to resolve your complaint, the Consumer Council, which is an independent body, may be able to help and give you further advice. Please call them at 0800 121 6022, or e mail complaints@consumercouncil.org.uk or write to the Consumer Council, Elizabeth House, 116 Holywood Road, Belfast, BT4 1NY.

14. Legal liability

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

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

15. 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.

16. 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.

17. 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 20 for more information about your agreement with the Network Operator.

18. Data protection

We will comply with the data protection legislation, so any personal data which you supply to us will be used for the purposes indicated below. By entering into this Agreement you agree to your information being used and disclosed in accordance with the terms of this Agreement.

We will use the information we have about you and your account to administer your account and provide our services and products and comply with our duties under the law. This includes processing information for the purposes of setting up, monitoring and managing your account, obtaining credit references, implementing a change of supplier, obtaining, maintaining and exchanging information on meter points, reporting to the Authority and government departments, billing and call data management.

You agree to provide us, promptly and free of charge, with any information which we reasonably request in connection with these purposes and agree that we may disclose such information to other parties where that is necessary for these purposes.

We may share the information we have about you with all relevant industry organisations based on agreed industry processes. We may pass information about you to our agents and service providers when relevant for these purposes. We may search the files of credit reference agencies, who will record the search. We may share information about you and your account with other electricity suppliers, financial institutions and with credit reference agencies. We will release your account details to any organisation to whom we may transfer our rights or obligations under this Agreement.

Upon payment of a fee and by written request to The Data Protection Officer, NIE Energy Limited, 120 Malone Road, Belfast, BT9 5HT you are entitled to a copy of the personal data held about you by us, as provided for under the Data Protection Act 1998. You also have the right to require us to correct any inaccuracies in your information.

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

- establish all relevant details to help with your transfer, and

- establish the details of any outstanding debt you may owe them.

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

19. General

This Agreement is governed by the laws of Northern Ireland.

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

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

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

If we need to contact you, we will use the contact details you have given to us or made available to us through industry processes. If you need to contact us, please telephone our Customer Helpline at 08457 455 455 or write to us at NIE Energy Limited, 120 Malone Road, Belfast, BT9 5HT.

20. Your connection to the local electricity network

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

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

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

- there is a material change to your electricity demand or forecast load shape which incurs additional costs to us, including but not limited to, ancillary services agreements, demand flexibility contracts or on-site generation.

- 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.

You can find out more about the Standard Connection Terms and Conditions by calling your Network Operator at 08457 643 643 or by visiting its website at www.nie.co.uk.

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 at 08457 643 653.

Glossary

Authority	The Northern Ireland Authority for Utility Regulation, which regulates the electricity industry. Telephone 028 9031 1575 or visit their website at www.uregni.gov.uk .
Connection Agreement	The agreement between the Network Operator and you for connection of your premises to the local distribution network as described in section 21.
Consumer Council	The Consumer Council which is an independent body representing consumers' interests. Telephone 0800 121 6022, or e mail complaints@consumercouncil.org.uk , or visit their website at www.consumercouncil.org.uk .
Meter Provider	Northern Ireland Electricity plc, or such other company as may be appointed to provide, install, maintain and administer the metering equipment. For queries about your meter telephone 08457 643 643 or e mail customercontact@nie.co.uk .
Network Operator	Northern Ireland Electricity plc, which is appointed to provide, install, maintain and administer the entire electricity infrastructure, transmission and distribution system in Northern Ireland. For queries about power failures and quality of supply telephone 08457 643 643 or e mail customercontact@nie.co.uk .
NIE Energy Limited	The company which supplies electricity to you under this Agreement, also referred to as "NIE Energy", "us", "our" or "we". For queries about your account, bills and payments telephone 08457 455 455 or e mail business@nieenergy.co.uk .