

These General Terms and Conditions are in addition to the prevailing tariff and any terms and conditions specific to the product you have chosen, which when combined are referred to as the “SSE Airtricity Standard Terms and Conditions” (as may be amended from time to time). For the avoidance of doubt, these General Terms and Conditions shall apply to domestic customers who are supplied electricity under a Deemed Contract.

1. Definitions, Explanation and Scope of Agreement

1.1 Please refer to this section for our definitions and explanation of terms used throughout this document.

“Address” the address(es) at which your Supply Point is located;

“Agreement” the application for the supply of electricity you have either signed or agreed on the telephone or on-line; these terms and conditions; and any list of current Electricity Charges published by us from time to time;

“Codes of Practice” and “Codes”: means the Codes required under our Electricity Supply Licence governing the Efficient Use of Electricity, Marketing, Provision of Services for persons who are of Pensionable Age, Disabled or Chronically Sick, Payment of Bills, Services for Prepayment Metering Customers and Complaints Handling;

“Consumer Council”: means the Consumer Council for Northern Ireland which is an independent body representing consumers’ interests (which may be contacted at telephone at 028 9067 2488, or by emailing info@consumercouncil.org.uk, or by visiting their website at www.consumercouncil.org.uk;

“Deemed Contract”: means, a contract between SSE Airtricity and a consumer, for the supply of electricity deemed to have been made under paragraph 3 of Schedule 6 of the Order;

“Domestic Customer”: means a Customer supplied with electricity at a domestic premises;

“Electricity Charges”: mean the amount(s) payable by you for: (a) the supply of electricity by us (including for the avoidance of doubt Pass Through Charges); and (b) any costs associated with the supply of electricity by us;

“Equipment”: meters, pipes, conduits, electrical plant, electric lines and all other apparatus at the Address to deliver, measure and control electricity at the Supply Point;

“Equipment Charges”: means charges that we are required to pay to the Meter Provider or incur ourselves where work is carried out on the Equipment and include, but are not limited to the following: (a) damage to the Equipment (including your meter) if the damage is your fault; (b) carrying out a meter accuracy test if you ask for this and we do not find a fault with the meter; (c) warrants of entry that

may have to be applied for; (d) visits to the Address relating to inspecting or changing the meter; and any costs associated with changing the meter;

“Last Resort Supply Direction”: means a direction given by the Regulator to an electricity supplier requiring it to make available a supply of electricity to premises previously supplied by another supplier;

“Meter Provider”: means Northern Ireland Electricity plc, or such other company as may be appointed to provide, install, maintain and administer the Equipment. For queries about your meter telephone 03457 643 643 or email customercontact@nie.co.uk;

“Meter Tampering”: means any unauthorised use of the meter and/or other equipment installed at the supply address or other property in connection with the supply of electricity to the Supply Point and/or other tampering with the supply of electricity to the supply address.

“Meter Tampering Charges”: means any costs associated with Meter Tampering by you or any other person, however caused, including (without limitation) the costs of repairing or replacing the tampered meter and the costs of all electricity obtained from us without charge as a result of the Meter Tampering; and/or all internal and external costs associated with theft, loss, damage or other interference to equipment (whether by you or any other person, however caused) including (without limitation) (a) the costs of a new Meter or other relevant equipment; and (b) the costs of installation and/or connection of a new meter or equipment; and/or (c) the costs of repair to damaged meters and/ or Equipment.

“Network Operator”: the licensed network operator which is appointed to provide, install, maintain and administer the entire electricity infrastructure, transmission and distribution system in Northern Ireland;

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

“our”: belonging to SSE Airtricity Energy Supply (Northern Ireland) Limited;

“Pass Through Charges”: means any applicable third party costs, charges, tax, duty, levy, tariff or any government imposed charge, relating to the supply and distribution of electricity to the Supply Point including, but not limited to, transportation and distribution use of system charges by the Network Operator, Equipment Charges and VAT;

“Prices”: the current prices for the supply of electricity, the current prices for any Pass Through Charges and the current prices for any other standing charges, as such prices may be amended from time to time in accordance with this Agreement;

“Regulator”: means the Northern Ireland Authority for Utility Regulation (which may be contacted by telephone at 028 9031 1575 or by visiting their website at www.niaur.gov.uk (or any other competent successor body or authority);

“SCA”: means the connection agreement

between the Network Operator and you for connection of your Supply Point(s) at your premises to the local distribution network (as further described in clause 18);

“Start Date”: means in respect of each supply point at the address, the date(s) that we tell you that the supply of electricity will start or no later than 15 days after that date;

“Supply Point”: means the point(s) at your Address at which the flow of electricity supplied by us is metered;

“Unit”: means the measurement of each tariff component for the supply of electricity by us (and by way of example only means in respect of the charge for electricity consumed, a kiloWatt hour);

“we” and “us”: SSE Airtricity Energy Supply (Northern Ireland) Limited (trading as SSE Airtricity Energy Supply Limited) and/or our permitted successors and assignees;

“you”: you, the customer with whom we’ve entered into this Agreement. If you have registered as a customer jointly with other people, the expression “you” will apply to each of you.

1.2 The headings in this Agreement are for your guidance only so do not affect the interpretation.

1.3 This Agreement applies if you are a Domestic Customer.

1.4 If you are unsure whether you are a Domestic Customer, or if you are taking electricity for purposes other than use in domestic premises, please contact us for more information about the terms and conditions applicable to your supply.

1.5 If you are elderly or have a disability or are chronically ill, we may have special services applicable to you. These are set out in our Code of Practice (see clause 19 for further details).

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 clause 17 below for more information about the role of the Network Operator.

1.7 We shall not be required to keep or preserve the original documentation pertaining to or arising out of any Agreement (including the Agreement itself) but may keep copies of the same by using any electronic method of storing information and a legible copy or a recorded electronic audio file (as appropriate) of any such information so preserved shall be considered a true record thereof.

2. Electricity Supply

2.1 We will supply electricity (and provide (or procure that a third party provides) any services associated with the supply of electricity) to the Supply Point at the Address from the Start Date until termination if: a) we have authorisation under our supply licence; b) we agree to accept you as our customer under this Agreement; and c) the transfer of your supply(ies) to us is/are successfully completed.

2.2 You agree to pay for any Equipment

- Charges.
- 2.3 The Equipment (including 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 the Address in connection with the meter and you should contact the Meter Provider in such circumstances. You shall allow the Meter Provider, or any other person nominated by us, access to the Address, at all reasonable times and at any time in an emergency. This is so they can inspect, install, test, operate, calibrate, replace, maintain, repair, renew, remove, disconnect and reconnect Equipment for any purpose under this Agreement (including taking readings).
- 2.4 You are responsible for making sure the Equipment is protected and kept in safe condition. 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. You must let us or the Meter Provider know immediately if the Equipment is interfered with or damaged.
- 2.5 If anyone else at the Address uses the electricity supplied to the Supply Point, you will be responsible for their use of the electricity and for paying any Electricity Charges incurred and any other appropriate or associated charges incurred from time to time. We are also entitled to claim part or all of the money owed from anyone else at the Address who uses the electricity supplied to the Supply Point.
- 3. Change of Supplier**
- 3.1 If we take over the supply of electricity, you: a) allow us to ask for information about your previous electricity supply and disclose this information to relevant parties in order to carry out our responsibilities; and b) will give us an electricity meter reading for the Start Date allow us to obtain an actual meter reading at the Address.
- 3.2 Switching to SSE Airtricity Electricity Supply is subject to a successful credit check. We may share the relevant information we have about you with relevant industry organisations based on agreed industry processes. In order to transfer your electricity supply, we may need to share information with and obtain information from your current supplier to establish details of any outstanding debt or Meter Tampering at your premise. If you attempt to leave our supply of electricity, you allow us to give information about your account with us and disclose all information to relevant parties which may include the electricity suppliers, debt collection agencies and any other third party agencies.
- 4. Price and Payment**
- 4.1 The Meter Provider is responsible for reading the meter at the Supply Point on our behalf. Meter readings will normally be assumed to be correct. Where we believe the meter readings are inaccurate or they are not available or we are not able to get access to your meter we will make a reasonable estimate and send you a bill or statement. Where we have used an estimated meter reading for a bill, you can access our website or contact our Customer Service Department in accordance with clause 20 to submit a reading and your next bill will be adjusted accordingly. The Meter Provider will seek to access your Address to take a meter reading at least once every 12 months. If you or we discover that any meter reading has been inaccurate or omitted, or the readings have not been converted into Electricity Charges correctly, we shall either debit your account in a subsequent bill or statement if you owe us money or we shall credit your account in a subsequent bill or statement in respect of any money that is due to you (as appropriate).
- 4.2 You agree to take and pay for the supply of electricity in accordance with our Prices published by us from time to time. We will send you regular bills and/or statements which will set out separately the Electricity Charges and will identify the amount payable by you. You must pay the amount due in full by the due date set out in your bill and/or statement without deduction or set off and part payment won't release you from your obligation to pay. We will apply VAT at the appropriate rate to all Electricity 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.
- 4.3 If any payments are late we may charge you (i) interest (using the rate that we apply at the time) and (ii) reasonable costs of trying to recover overdue payments. We may charge you for the costs of collecting late payments, which may include, but are not limited to: (a) where we visit your Address; (b) where we get a warrant of entry and carry it out, and where we incur any tracing costs; (c) where your bank returns a cheque to us unpaid, or rejects a direct debit, because there is not sufficient money in your bank account; or (d) any third party costs that we incur in recovering or collecting the late payment.
- 4.4 If you disagree with the Electricity Charges, you must pay the undisputed amount and any further bills/statements issued. Once the dispute is settled or closed you must pay any amount that is still owed if the Electricity Charges were correct or we will adjust your account accordingly if the Electricity Charges were not correct. 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.
- 4.5 If you pay us any amounts under this Agreement, we will apply the sum received against the Electricity Charges in the order in which they became due and we will credit or debit your account with the balance (if any) in your next bill or statement.
- 4.6 You must pay us by one of the methods agreed by us. These methods include in advance through a pay-as-you-go keypad meter, in arrears and by direct debit. If you don't provide or you withdraw a direct debit instruction or you do not pay by one of the payment methods agreed by us (as appropriate to your Agreement), we may change the frequency of your bills and alter the Prices accordingly and we may require you to pay a security deposit and/or have your meter replaced by a pay-as-you-go keypad meter. Some of our tariffs are calculated based on estimated consumption over a 12 month (or shorter) period. If you pay an equal amount each month for your electricity by direct debit or by any other payment method agreed by us (as appropriate), we may change the monthly amount payable by you and/or the number of months for which you will pay the equal amount following (for example) a review of your actual electricity usage or change in the Electricity Charges. You will be liable for any costs associated with this following recalculation of your bills or statements.
- 4.7 If you make an appointment with us or through us and cannot keep it, you must give us as much advance notice of the cancellation as reasonably possible and you may be charged for the appointment if we incur any cost in respect of your failure to keep the appointment. If you pay by direct debit we will send you a pre-notification message up to fourteen (14) days prior to the date that we will request payment from your bank. This pre-notification will notify you clearly of the amount(s) and date(s) of the payments to be made by You. You will receive this pre-notification in accordance with a format agreed with You (i.e. via text, email, post).
- 4.8 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 dispute the accuracy of your electricity meter and if it is tested at your request by the Meter Provider you will be required to pay a standard charge for the test. If the electricity meter is found to be inaccurate then you'll receive a refund of this cost and we'll adjust the applicable Electricity Charges as appropriate. If you disagree with our estimate of your electricity usage, you may wish to contact our Customer Service Department in accordance with clause 20.
- 4.9 Except in the case of emergency under clause 17, if we (or the Meter Provider or the Network Operator) suspend, disconnect or reconnect your electricity supply or arrange for your meter to be repositioned you might be charged for this.
- 4.10 If your chosen pricing structure is incompatible with your existing electricity meter, you should contact the Meter Provider to arrange for your meter to be reprogrammed and/or replaced for a charge (and you will be liable to pay us for any such charges).
- 4.11 If you request a visit to the Address to check the Equipment you might be charged for

- this.
- 4.12 We may vary the Prices (and we may, for the avoidance of doubt, pass through to you any variation in the Prices for the Pass Through Charges). We will publicise details of these variations in accordance with our supply licence. We will notify you in writing (by post or email) of any proposed variation in Prices 21 days in advance of the effective date of the variation. Up to date information on our Prices and Pass Through Charges may be found on our website at www.sseairtricity.com or it can be obtained by contacting our Customer Service Department in accordance with clause 20.
- 4.13 You agree to pay our other charges relating to your electricity supply, including: (a) reasonable charges for providing copy bills or statements where requested by you; and (b) other reasonable costs that arise if we have to take action because you break the terms of this Agreement.
- 4.14 From time to time, we may (in our sole discretion) offer certain specified categories of customers (which may or may not include you) special tariffs (including, by way of example only, a reduced unit rate price for electricity consumed) for a certain period of time to be determined by us in our sole discretion.
- 4.15 For the avoidance of doubt, we are not required to notify you of any special tariffs introduced by us from time to time in accordance with clause 4.14 and we shall have no liability to you in the event that you have not availed of any special tariff offered by us from time to time in accordance with clause 4.14. In the event that you are not on a special tariff or you have chosen the incorrect tariff for you, we will not be held accountable for this or any charging that has occurred due to you not being on a special tariff or your incorrect selection.
- 5. Security Deposit**
- 5.1 We may request a security deposit from you in advance of the provision of electricity supply as security against payment for your electricity, in line with our licence requirements. During the term of supply we may request a security deposit from you if: (a) you don't meet our credit criteria; (b) you fail to pay or are late in paying any amount due to us; (c) you do not pay for your electricity by direct debit; or (d) as a result of your conduct. If you don't provide a security deposit for whatever reason we may disconnect your supply and recover from you any costs reasonably incurred and you will be required to pay us the cost of disconnection and of subsequent reconnection (if any).
- 5.2 In addition to any rights we may have under this Agreement, any security deposit held may be used to offset any unpaid monies due to us. The amount that we keep will not be more than the amount you owe us.
- 5.3 Your security deposit will be credited to you (a) upon finalisation of your electricity account with us taking into account any unpaid charges or (b) after 12 months, provided you have paid all charges for supply of electricity within 28 days of each written demand being made. You must provide us with the address to which cheques should be sent or details of the bank account to which payment should be sent.
- 5.4 If you experience any difficulty in paying the amounts due to us under this Agreement please contact us immediately so that we can provide advice, and where appropriate, agree a payment plan, or other arrangements with you. Further details of these other arrangements are given in our Codes of Practice (bill payment and customers with payment difficulties) see clause 19).
- 6. Pre-Payment Meter**
- 6.1 We may have your meter replaced with a pay-as-you-go keypad meter if (a) you do not meet our credit criteria; (b) you fail to pay or are late in paying any amount due to us (including but not limited to the security deposit requested by us); (c) you do not pay for your electricity by direct debit; (d) if we have a reasonable suspicion/belief that an existing meter has been tampered with; or (e) as a result of your conduct.
- 6.2 You can request that your meter is replaced with a pay-as-you-go keypad meter and we can arrange the replacement if it is safe and practical to do so.
- 6.3 If you use a pay-as-you-go keypad meter it is your responsibility to look after the key and/ or plastic card or other device for payment keeping it clean, safe and free from damage. We may charge you for replacements.
- 6.4 Our Code of Practice (SSE Airtricity pay-as-you go keypad meter) gives details of how to top-up and use your pay-as-you-go keypad meter and this is available on our website at www.sseairtricity.com or on request from our Customer Service Department (see clause 20).
- 6.5 If you have a pay-as-you-go keypad meter you will not receive a bill from us. However, we will send you a statement of your account on an annual basis.
- 6.6 If you require a refund of credit from your pay-as-you-go keypad meter it can be obtained by contacting our Customer Service Department as set out in clause 20.
- 7. Termination**
- 7.1 The supply of electricity at any Supply Point may be discontinued: (a) on the day requested by you, provided that: (i) on the day of termination, either another supplier has already started to supply electricity to the Supply Point or the Supply Point has been disconnected; and (ii) if we agree (where permitted) that no monies remain outstanding from you; or (b) on the date you no longer own or occupy the Address, provided you give us at least 7 working days' prior written notice and you provide us with a meter read for the day of termination. Otherwise it will terminate on the first to occur of: (i) the second working day after you've given us written notice provided that you have given us a meter read for the day of termination; or (ii) the day that the meter(s) at the Address is next read; or (iii) the date that electricity is supplied to the Address by another registered supplier.
- 7.2 If you don't give the necessary notice under clause 7.1 you will remain liable for all amounts due under this Agreement until the date of termination and we will estimate your final meter reading if you do not provide one.
- 7.3 You may end this Agreement at any time within 10 working days from the date you accepted it on the phone, online, moved into the Address or had your Supply Point(s) connected to the local electricity network. To do this, simply write to our Customer Service Department in accordance with clause 20, stating your name, address and contact number.
- 7.4 We adopt procedures, which aim to avoid disconnecting your Supply Point(s), if you have difficulty in paying your bills. Our Code of Practice setting these procedures out is available on request (see clause 18). However, we may end this Agreement by written notice if: (a) you are in material breach of this Agreement; or (b) you have not paid a security deposit when requested, if reasonable; or (c) your electricity consumption is in excess of what we deem (acting reasonably) to be appropriate for a Domestic Customer; or (d) we give you 28 days' notice of our intention to terminate this Agreement; or (e) we have good reason to suspect fraud or money laundering; or (f) we have good reason to believe the information you've given us is false or misleading; or (g) you fail to provide us with all the details that we require to register you for a supply of electricity; or (h) you are the subject of insolvency or bankruptcy proceedings; or (i) we are unable to provide you with a supply of electricity (including, but not limited to, where we lose our supply licence). For the avoidance of doubt, if we end this Agreement, you are still liable to pay any amounts that you owe us. If we end this Agreement pursuant to clause 7.4(a), (b), (e), (f) or (h) (inclusive) above, we may recover any reasonable charges incurred in discontinuing the supply. Costs may include the cost of visits to your Address. 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.
- 7.5 This Agreement shall terminate automatically from the date that a Last Resort Supply Direction is issued by the Regulator to another electricity supplier to supply the Address.
- 7.6 If either we or you fail to fulfil any obligations under this Agreement (other than payment obligations) because of an event or circumstance outside its reasonable control, that failure will not be a breach of this Agreement for the duration of that event or circumstance. The Network Operator is responsible

for the quality of the supply of electricity to you and its continuity. Accordingly, we shall not be liable for the quality and continuity of your electricity supply which are outside our reasonable control.

- 7.7 The termination of this Agreement will not affect the rights and obligations of either party existing before such termination.
- 7.8 We may also cut off your electricity 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.
- 7.9 If you have ended this Agreement and moved into new premises and would like us to continue to supply your electricity at your new premises, please contact our Customer Service Department in accordance with clause 20. You will need to tell us your new address and the date you wish the supply to commence.
- 7.10 You may terminate this Agreement where we have proposed a variation to your SSE Airtricity Standard Terms and Conditions and you do not wish to accept the variation.

8. Interference with Electrical Equipment

- 8.1 You must not interfere with any NIE Networks equipment at Your Premises. SSE Airtricity has the right to carry out investigations on any reported or suspected theft of electricity or interference with or damage to any equipment at your premises and, where appropriate, shall cooperate with NIE Networks and the PSNI in relation to such investigations.
- 8.2 Where you interfere with the equipment, steal energy or attempt to steal energy, you will have to pay an agent's reasonable costs for visiting the property, for any work that they carry out in relation to the meter or other equipment in order to rectify the damage you have caused to the equipment and for any stolen energy.
- 8.3 You must take reasonable care to make sure that the meter is not damaged or interfered with. If there is any damage, a fault or a problem with the meter, or if you think it has been tampered with, you must inform us immediately, by calling us on 0345 601 9093.
- 8.4 You shall at all times use electricity in a proper, sensible and safe way and you shall not do anything, or allow anyone else to do anything, which interferes with the supply to you or to any other person.
- 8.5 You shall not in any way, or allow anyone else to, tamper with, misuse or damage the meter, PAYG Equipment or any other pipes or apparatus or Equipment installed by the Network Operator or Us.
- 8.6 In addition to charges set out in clause 4.13, you agree to pay our other reasonable charges relating to your electricity supply, including: (a) additional charges relating to the maintenance of the meter; (b) all costs associated with theft, loss, damage, Meter Tampering Charges or other interference to Equipment, including Equipment

Charges, by You or any other person howsoever caused; and (c) a minimum charge, if applicable, where the meter and other Equipment for supply has been installed but You have used less Electricity than the minimum usage detailed in Our Published Tariffs.

- 8.7 If you wish to report any suspicious, dangerous or illegal metering activities in your area, please contact us on 0345 605 5854 or contact the United Kingdom Revenue Protection Association (UKRPA) on 0289 575 7206 (calls are charged at local rates).

9. Transfer of Information

- 9.1 You agree that we may request or transfer any information in connection with your electricity supply(ies): (a) from a previous supplier to us; (b) by us to a subsequent supplier; and (c) to/ from the Regulator, the Network Operator and/or the Meter Provider.
- 9.2 If you are transferring to a new supplier, you agree that we may give your new supplier any relevant details to help with your transfer. If you owe us money, you agree that 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
- 9.3 You agree that we may request or transfer information in connection with your electricity supply(ies) with organisations involved in the prevention or detection of crime or collection of taxes or similar impositions. This may include other suppliers. If we have a reasonable suspicion an offence is being, or has been, committed we will investigate and may record information on your account and share the information with relevant third parties (such as the PSNI) if you fail to make payments we may share information with debt collection and tracing agents;

10. Assignment and Contact Details

- 10.1 This Agreement is personal to you and you may only transfer it to someone else with our written agreement.
- 10.2 Subject to the terms of our supply licence, we may, without your agreement, assign or transfer all or any part of our rights and subcontract any of our obligations under this Agreement to a party that holds the necessary authorisation(s). Your rights under clause 7.1 won't be affected.
- 10.3 On assignment or transfer, we may hand over your security deposit and any interest in that deposit to the party mentioned in or refund it to you.
- 10.4 If we need to contact you, we will use the contact details you have given to us in the application for the supply of electricity (or otherwise) or made available to us through industry processes. If you need to contact us, please telephone our Customer Service Department in accordance with clause 20.

11. Variation

- 11.1 We may vary the terms and conditions for the supply of electricity in this Agreement, in line with our supply licence requirements. If we vary the terms and conditions, we will write (by email or post)

to you 21 days in advance of the copy of our terms and conditions can be found on our website at www.sseairtricity.com or it can be obtained by contacting our Customer Service Department in accordance with clause 20. A change to the terms and conditions does not affect your right to be able to terminate this Agreement under clause 7 if you do not accept any variation of the Standard Terms and Conditions for the supply of electricity.

12. Enforcement of Rights

- 12.1 We can enforce any rights and obligations under this Agreement even if there is a delay in doing so.
- 12.2 If this Agreement is found to be unenforceable in whole or in part by any court of law or other regulatory or competent body, this will not affect any other part of this Agreement.

13. Limitation of Liability

- 13.1 We do not limit or exclude liability for death or personal injury caused by our negligent acts or omissions.
- 13.2 We will only be liable for loss or damage which is a reasonably foreseeable consequence of our breach of this Agreement up to a maximum liability of £100,000 for any incident or series of incidents in any calendar year. Neither you nor we will be liable to the other for any loss or damage which is indirect, consequential, economic or financial including loss of profit, revenue, goodwill, opportunity, business, contract or wasted expenses. However, for the avoidance or doubt, this does not affect our right to charge you as described in this Agreement.
- 13.3 We will not have any liability howsoever arising in respect of, or in connection with, any failure of the services provided by, or any acts or omissions of, the Meter Provider and the Network Operator.

14. Notices

- 14.1 Notices required under this Agreement will be in writing and will be sent by post or by e-mail or will be published on our website or by a notice published in any national daily newspaper. Any notices sent by post will be sent to the billing address or any other address (as the case may be) notified by you to us. Any notices sent by e-mail will be sent to the e-mail address notified by you to us (if any). We'll assume you've received posted notices within 5 working days after posting and electronic notices on the same working day as we send it unless we receive evidence to the contrary.

15. Use of Personal Information

- 15.1 Information you provide or we hold may be used by us, our employees and/or our agents, including companies within the Scottish and Southern Energy plc group (which SSE Airtricity Energy Supply (Northern Ireland) Limited is part of) to help: (a) identify you when you call; (b) with the detection and prevention of crime, fraud and loss; (c) with the administration of accounts, services and products; and (d) contact you in writing and/or by phone and/or by email with information about other services and products offered by

us and/or our carefully selected partners where you have consented. Please also see our privacy notice which can be found on our website www.sseairtricity.com

- 15.2 Information can be shared between us and third parties who provide and/or receive services in relation to this Agreement in order to fulfil our obligations and in accordance with clause 9.
- 15.3 We may carry out credit and fraud prevention checks with licensed credit reference and fraud prevention agencies and they will retain a copy of the search. Information from your application and payment details of your account may be shared with other organisations (including, but not limited to financial institutions) to help make credit and insurance decisions about you and members of your household and for debt collection and fraud prevention purposes.
- 15.4 We may monitor or record telephone calls, to help improve our customer service, for security purposes, for administering your account and for debt recovery purposes.
- 15.5 You are entitled to a copy of the personal data held about you by us, as provided for under Data Protection legislation. You also have the right to require us to correct any inaccuracies in your information.
- 15.6 In order to transfer your energy supply we may also need to contact your current and any previous supplier in order to: (a) establish all relevant details to help with your transfer, and (b) 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.
- 15.7 You agree to let us know if a person with special needs resides or ceases to reside at the Address.

16. Governing Law

- 16.1 This Agreement shall be governed by the laws of Northern Ireland. Any disputes arising shall be dealt with by the Northern Irish courts.

17. Emergencies and Safety - Electricity

- 17.1 You must tell your Network Operator immediately if you're aware of any incident that either: (a) causes danger or requires urgent attention regarding the supply or distribution of electricity; or (b) affects or is likely to affect the maintenance, availability and quality of service of the electricity distribution network. 03457 643 643. Contact details are also printed on all statements and bills issued by us to you.

18. Terms of Connection

- 18.1 The Network Operator operates the local electricity network that delivers electricity to your Address and has appointed us to act as its agent to enter into the SCA with you on standard terms. It is a condition precedent to a supply from us to you under this Agreement that you have an SCA in place with the Network Operator and that

you keep to its conditions (as amended from time to time by the Network Operator (and approved by the Regulator) and you agree that, by entering into this Agreement with us, you are also entering into a SCA with the Network Operator for connection of your Supply Point(s) at the Address to its network. The Network Operator is the principal under that SCA. We have brought the terms of the SCA to your attention. The terms of that SCA are the Network Operator's Standard Connection Terms and Conditions which may be obtained by contacting the Network Operator or our Customer Service Department in accordance with clause 19. The SCA is a legal agreement. It sets out rights and duties in relation to the connection at which your Network Operator delivers electricity to, or accepts electricity from, your home or business.

- 18.2 You are entitled to negotiate terms of connection of your Supply Point(s) at the Address to the network that are not the same terms as the Network Operator's 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 SCA in force for your Supply Point(s) at the Address with the Network Operator and you must inform us if that SCA terminates.
- 18.3 The Network Operator may deem that a SCA in the name of a previous occupant of the Address shall apply to you. In that case, you do not need to enter into a new SCA but you must keep to the conditions of the existing SCA.
- 18.4 If you want a copy of the SCA or have any questions about it, please call the Network Operator at 03457 643 643 or visit its website at www.nie.co.uk.
- 18.5 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 the Network Operator at 03457 643 643.

19. Codes of Practice

- 19.1 In line with our supply licence, we have Codes of Practice approved by the Regulator which set out our commitments to you as a customer in relation to levels of service. Our Codes of Practice can be found on our website www.sseairtricity.com or you may contact our Customer Service Department in accordance with clause 20 if you would like to receive a copy.
- 19.2 Our Codes set out our services for customers who are elderly, disabled or chronically sick and details on how to join the industry register if you are an eligible customer.
- 19.3 The Codes also contain details of our complaints handling procedure should

you need to use this at any stage. If you are unhappy with any aspect of the service we provide, details of how to contact us can be found on our website at www.sseairtricity.com or you contact our Customer Service Department in accordance with clause 20. If we have failed in our provision of service, any refund or compensation due to you will be paid in accordance with our Complaints Handling Procedure as set out in our Codes of Practice. 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 on 0800 121 6022, or e mail contact@consumercouncil.org.uk or write to the Consumer Council at Floor 3, Seatem House, 28-32 Alfred Street, Belfast, BT2 8EN.

- 19.4 Our Codes set out information on the efficient use of Electricity. For more information on how you can use electricity efficiently to save even more money and help the environment, contact Bryson Energy on 0800 1422 865 or online at www.brysonenergy.org.
- 19.5 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: (a) bill payment and customers with payment difficulties; (b) energy efficiency; (c) complaint handling; and (d) special services (customers with special needs).
- 19.6 To obtain copies of our Codes of Practice please contact our Customer Service Department in accordance with clause 20 or visit our website at www.sseairtricity.com.

20. Customer Service Department Contact Details

- 20.1 Our Customer Service Department may be contacted: (a) In writing: SSE Airtricity Energy Supply (NI) Limited, 3rd Floor Millennium House, 19-25 Great Victoria Street, Belfast BT2 7AQ (b) By telephone: 0345 605 5854 (c) By e-mail: customerservice@sseairtricity.com Please note, we will only deal with the named account holder for data protection purposes.