

**SSE Airtricity Energy Supply (NI) Limited
Deemed Electricity Contract Scheme**

**This scheme applies to Northern Ireland only
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In accordance with paragraph 1 Condition 28 of its Electricity Supply Licence, SSE Airtricity is required to make a scheme for determining the terms and conditions of its Deemed Contracts.

BACKGROUND:

- A. In accordance with paragraph 3 of Schedule 6 of the Electricity (Northern Ireland) Order 1992 (the "Order" SSE Airtricity Energy Supply (Northern Ireland) Limited ("SSE Airtricity") is required to provide for deemed contracts for supply of electricity where an electricity supplier supplies electricity to any premises otherwise than pursuant to a contract.
- B. Paragraph 3(6) of Schedule 6 of the Order requires each electricity supplier to make a Scheme for determining the terms and conditions which are to be incorporated into the deemed contracts.

INTERPRETATION:

Words and phrases in the Order, the Electricity Regulations and/or the Terms and Conditions for Supply set out in Appendix 1 and Appendix 2 to this Scheme and not otherwise defined in this Scheme shall have the same meaning when used in this Scheme.

Where there is any inconsistency between any of the provisions of this Scheme and the Appendices, the provisions of this Scheme shall prevail.

Nothing in this Scheme is intended:

- a) to qualify, limit or exclude any rights to which SSE Airtricity or a Customer is entitled by virtue of any provision of an enactment or of the Electricity Supply Licence, or shall be treated as having any such effect; or
- b) to go beyond or be incompatible with the purposes for which this Scheme may be made, or shall be treated as doing so.

DEFINITIONS

"Customer" means a domestic or non-domestic customer as within the meaning of the Supply Licence;

"Commencement Date" has the meaning given to such term in clause 11 of this Scheme.]

"Deemed Contract" A contract between SSE Airtricity and a Customer deemed to have been made under paragraph 3 of Schedule 6 of the Electricity (Northern Ireland) Order 1992 as amended by the Electricity Regulations (Northern Ireland) 2007 for supply of electricity by a supplier to any premises other than pursuant to a contract.

"Domestic Customer" has meaning given to such term as in the Supply Licence;

"Electricity Regulations" means the Electricity Regulations (Northern Ireland) 2007;

"Last Resort Supply Direction" means a direction given by the Utility Regulator in accordance with Condition 22 of the Supply Licence;

"Network Operator" means NIE, or such other company that may be appointed to operate the local electricity network;

"NIE" means Northern Ireland Electricity Limited;

"Non-domestic Customer" has the meaning given to such term as in the Supply Licence;

"Principal Terms" has the same meaning as in the Supply Licence;

"Scheme" means the SSE Airtricity deemed contract scheme made pursuant to the Order;

"Supply Licence" means the Electricity Supply Licence granted to SSE Airtricity by the Utility Regulator;

"Terms and Conditions of Supply" means the terms and conditions of SSE Airtricity that apply as set out in clause 2 and 3 below; and

"Utility Regulator" means the Northern Ireland Authority for Utility Regulation.

SSE Airtricity Deemed Contract Scheme:

1. Any Customer being supplied with electricity by SSE Airtricity other than in pursuance of a contract shall be deemed to have contracted with SSE Airtricity for a supply of electricity in accordance with this scheme and the Terms and Conditions of Supply as appropriate.
2. The Terms and Conditions of Supply to Domestic Customers under deemed contract shall be the same as those applicable to a contract agreed between parties for the same product. In the case of Domestic Customers these shall be the General Terms and Conditions for the supply of electricity by SSE Airtricity Energy Supply (Northern Ireland) Limited to domestic premises in Northern Ireland. Please see SSEairtricity.com for a copy of these terms and conditions and current SSE Airtricity Standard tariffs.
3. The Terms and Conditions of Supply to Non-domestic Customers shall be appropriate to a contract agreed between parties for the same product. Please contact SSE Airtricity for a copy of terms and conditions and applicable tariffs on 0345 601 9093.
4. Any Deemed Contract under this Scheme will terminate automatically in the event that a Last Resort Supply Direction is given by the Utility Regulator to another Electricity Supplier in relation to the premises supplied under that Deemed Contract.
5. Where a Customer is being supplied by SSE Airtricity with electricity under a Deemed Contract as a result of a Last Resort Supply Direction being issued in relation to his premises, paragraph 3 Condition 28 of the Supply Licence shall not apply until that direction stops having effect.
6. Where a Customer intends the premises to be supplied with electricity under a contract of supply agreed with SSE Airtricity or any other electricity supplier, the Deemed Contract will continue to have effect until SSE Airtricity or the other Electricity Supplier, as appropriate, begins to supply electricity to the premises under such contract of supply.
7. Where SSE Airtricity supplies electricity to a Customer under a Deemed Contract, no termination fee or other compensation will apply solely due to the Customer terminating the Deemed Contract. Notwithstanding the foregoing the Customer will remain liable for any consumption or charges outstanding at the premises under the Deemed Contract until such charges are fully discharged.
8. Where SSE Airtricity supplies electricity to a Customer's premises under a Deemed Contract, all reasonable steps will be taken to:
 - a. Provide that Customer with a notice
 - b. setting out the Principal Terms of the Deemed Contract;
 - c. informing the Customer that Contracts with terms and conditions that may be different from the terms and conditions of Deemed Contracts may be available from SSE Airtricity and of how further information about such terms may be obtained; and
 - d. enter into a Contract with the Customer as soon as reasonably practicable.
9. SSE Airtricity will provide a copy of the Deemed Contract on request to a Customer within a reasonable period of time after receiving the request.
10. SSE Airtricity shall determine the quantity of electricity supplied to a Customer's premises by estimating the consumption of electricity at the premises from the Commencement Date until such time as the Customer's supply meter has been read or the Customer ceases to be supplied electricity by SSE Airtricity.

11. This Scheme shall commence and take effect ("Commencement Date") from the date that a premises is supplied electricity by SSE Airtricity other than in pursuance of a contract. The terms and conditions of a deemed contract apply as of the commencement date. The relevant tariff/charges applicable to a deemed contract may be found by contacting SSE Airtricity 0345 601 9093
12. This Scheme is governed by the laws of Northern Ireland, and the courts of Northern Ireland shall have exclusive jurisdiction in relation to this Scheme.