

## BUDGET ENERGY LTD. COMMERCIAL CUSTOMERS: GENERAL TERMS & CONDITIONS FOR THE SUPPLY OF ELECTRICITY

### Effective from December 2021

This Agreement (as defined below) is between You and Us for the supply of electricity by Budget Energy Limited (company number NI073739), whose registered office is at Airport Road West, Sydenham, Belfast, BT3 9ED, for Customers (as defined below). These have been drawn up within the legislative and regulatory framework of Northern Ireland.

### TERMS AND CONDITIONS OF ELECTRICITY SUPPLY

The Company agrees to sell and the Customer agrees to buy electricity all subject to and in accordance with these terms and conditions along with Budget Energy's product specific terms and conditions.

It is agreed as follows:

#### 1 DEFINITIONS;

In this document:

- 1.1 'Agreement' has the meaning given in condition 2.4 below.
  - 1.2 'Authority' means the Northern Ireland Authority for Utility Regulation.
  - 1.4 'Company', 'We', 'Us', 'Our' means Budget Energy Limited (company number NI073739) acting in its capacity as the supplier of electricity or its successors or assigns.
  - 1.5 'Customer Agreement Form' means Our agreement form in relation to Our supply of electricity signed by You
  - 1.6 'Customer', 'You', 'Your' means the person, persons or entity who enters into this Agreement with Us for the supply of electricity and the person taking the supply at the Supply Address (in each case whether owner or occupier). If more than one person enters into this Agreement, then each person shall be jointly and severally liable to Us.
  - 1.7 'Deemed Contract' means, as between a supplier and a consumer, a contract for the supply of electricity to have been made under section 12 of the Energy Act (Northern Ireland) 2011.
  - 1.8 'Effective Date' means the date when the conditions set out in condition 2.1 are either satisfied (or waived in writing by Us).
  - 1.9 'Enabling Legislation' means the laws, regulations and rules regulating the supply of electricity in Northern Ireland, including the Electricity (Northern Ireland) Order 1992, the Energy (Northern Ireland) Order 2003 and the Energy Act (Northern Ireland) 2011, relevant European directives and/or regulations, the Network Code and the Licence (as each may be amended or re-enacted from time to time).
  - 1.10 'Fixed Term' has the meaning given to it in condition 4.3 below.
  - 1.11 'Last Resort Supply Direction' means a direction given by the Authority to a supplier of electricity requiring it to make available a supply of electricity to premises previously supplied by another supplier.
  - 1.12 'Licence' means the licence(s) issued to Us by the Authority for the supply of Electricity in Northern Ireland.
  - 1.13 'Meter' means the device fitted to record the electricity You use and also includes any associated equipment.
  - 1.14 '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 Address and/or other tampering with the supply of electricity to the Supply Address.
  - 1.15 'Network Code' means that document so described and published by a Network Operator by virtue of the Network Operator's licence.
  - 1.16 'Network Operator' means the organisation who owns or operates the electricity transmission or distribution network or provides metering services in Northern Ireland, as applicable.
  - 1.17 'Party' means You or Us.
  - 1.18 'Pass Through Charges' means all third party levies, costs, charges, taxes, duties or levies wholly or partly relating to the supply of electricity to the Supply Premises or which We are otherwise entitled or required to pass through to You.
  - 1.19 'Rate Card' means Our most recent rate card applicable to the supply of electricity to You.
  - 1.20 'Standard Tariffs' means the list of Our standard current prices from time to time, a copy of which is available on request.
  - 1.21 'Start Date' means the date on which electricity is made available to You from Us at the Supply Address.
  - 1.22 'Supply Address' means the property owned or occupied by You to which We supply electricity.
  - 1.23 'System' means the electricity transmission or distribution system owned by the Network Operator for the conveyance of electricity as authorised in the Network Operator's licence.
  - 1.24 'Your Side of the Meter' means the wiring and apparatus from the outlet of the Meter into the Supply Address.
  - 1.25 'Discounted Rate' refers to an introductory tariff which allows customers to avail of a fixed term discounted rate
- #### 2 SUPPLY OF ELECTRICITY
- 2.1 Our obligation to supply electricity to the Supply Address is conditional upon:
    - (a) Us having the requisite authorisation under the Enabling Legislation;
    - (b) Us agreeing to accept Your request for supply whether such request is (i) set out in an application form or written contract or by telephone or online application with Us; or (ii) evidenced by Your use of electricity supplied by Us at the Supply Address;
    - (c) the Supply Address being connected to the System;
    - (d) all necessary equipment and apparatus being installed and/or available at the Supply Address; and
    - (e) a satisfactory credit check report on You being completed by Us, if necessary (as determined at Our absolute discretion).
  - 2.2 These terms and conditions shall have effect from the Effective Date.
  - 2.3 Prior to the Effective Date, We may require You to:
    - (a) pay any previous outstanding charges owed by You to Us;
    - (b) pay any outstanding charges owed by You to any previous supplier of electricity to You at the Supply Address or any other address;
    - (c) provide Us with a Meter reading;
    - (d) pay a connection charge (where applicable); and/or
    - (e) provide a reasonable deposit by way of security for future payments.
  - 2.4 The terms and conditions set out in this document, the Rate Card and the completed and signed Customer Agreement Form (if any) are the agreement between You and Us for supplying electricity for use at the Supply Address. For the avoidance of doubt, this Agreement shall also apply to Customers who are supplied electricity by Us under a Deemed Contract (see Condition 6).
  - 2.5 If We already supply You with electricity at the Supply Address the Agreement replaces any previous agreement for supply with Us.
  - 2.6 Ownership, risk and title to the electricity supplied passes to You at the outlet of the Meter.
  - 2.7 We can refuse to supply You under this Agreement or require You to stop using Your Supply where:
    - (a) an agreement to supply electricity to the Supply Address already exists;
    - (b) Your existing electricity supplier, where applicable, or any other person, prevents Us from supplying You;
    - (c) Your supply has been disconnected by Us and there is no obligation on Us to resume supply;

- (d) You are in breach of any condition of this Agreement;
  - (e) We have reason to believe that supply may result in danger to life and/or property including as a result of Meter Tampering or other interference with the supply or equipment;
  - (f) We are required or entitled to by the Department for the Economy, the Authority, the Network Operator or under any Enabling Legislation;
  - (g) Metering arrangements and/or equipment provided are unacceptable to Us;
  - (h) You have refused to accept Our payment terms which may include a security deposit; or
  - (i) You have not provided to our satisfaction proof of Your identity or any other information reasonably required by Us in connection with the supply of electricity.
- 2.8 Where You already have an agreement with an existing supplier of electricity for the supply of electricity to the Supply Address, you hereby authorise us to provide any notice of termination to your existing supplier of electricity on your behalf in accordance with the terms of your existing agreement. You also irrevocably appoint us as your attorney to execute and deliver all documents and to do all such things that are necessary to give effect to the termination of your existing agreement.
  - 2.9 We are not responsible for any faults in the Meter or other equipment connected thereto that is fitted or supplied by any previous supplier of electricity.
- #### 3 CEASING OCCUPANCY OF THE SUPPLY ADDRESS
- 3.1 If You are ceasing occupancy of the Supply Address You may terminate this Agreement by providing Us with at least 48 hours' notice.
  - 3.2 If You fail to provide Us with at least 48 hours' notice in accordance with condition 3.1 or You have not provided Us with the Meter reading on the day You ceased to occupy the Supply Address, You shall be liable for all charges relating to the supply of electricity at the Supply Address until the first to occur of the following:
    - (a) the date from which the next occupier of the Supply Address requires a electricity supply; (b) the date of the next Meter reading obtained by Us; or
    - (c) the 28th day after You notify Us that You have ceased to occupy the Supply Address in accordance with Your termination rights under this Agreement.
- #### 4 PRICE AND PAYMENT
- 4.1 You agree to pay for the electricity supplied and Our other charges in connection with the supply of the electricity to You at the price calculated in accordance with Our relevant Standard Tariff or as otherwise agreed with You. We may change Our Standard Tariffs from time to time. We will provide details of Our Standard Tariffs to You upon request.
  - 4.2 Where there is an increase in Your tariff as set out in the Rate Card. We will inform You by one or more of the following methods: in writing, email, on Your bill, notice in the newspaper or publication on Our website.
  - 4.3 If we have entered into an introductory tariff arrangement with You, whereby You are receiving a discounted rate ('Fixed Term') We may communicate with You before the end of your discounted rate ('Fixed Term') to let you know that your Fixed Term is coming to an end and the options available to you. Once the Fixed Term of your discounted rate expires, you will be placed on Our relevant Standard Tariff or an alternative Fixed Term, at our discretion. Before you are placed on an alternative Fixed Term (excluding our relevant Standard Tariff), We will communicate with You to let you know the details of the alternative Fixed Term that We intend to place You on following the expiry of your existing Fixed Term. You will have 15 working days to contact Us to object to being placed on the alternative Fixed Term that we have proposed. If we do not hear from You within this period, You will automatically be placed on the new Fixed Rate following the expiry of Your original Fixed Term. In such circumstance, this Agreement, adjusted to allow for Your new Fixed Term, shall continue to apply.
  - 4.4 Your electricity supply will be measured by a Meter that will be installed and maintained in line with the relevant connection agreement which sets out the main commercial terms for the connection to the electricity distribution network. The relevant Network Operator's staff, its agents or contractors will read Your Meter. You must ensure that the Meter is easily accessible to Us and/or Our agents if a Meter-read is required by Us.
  - 4.5 If:
    - (a) We do not have an actual Meter reading including (without limitation) as a result of Meter Tampering, theft of a Meter, damage to a Meter or the Meter being inaccessible; or
    - (b) The Meter is found to be recording inaccurately; or
    - (c) in error We and/or Our agents read the Meter incorrectly or attribute a Meter reading to You where such Meter actually records electricity supplied to a third-party customer,
 We shall, in Our absolute discretion, base Your bill on a reasonable estimate of the amount of electricity You may have used. Our estimate of Your electricity charges shall take into consideration all relevant information available to Us and, if necessary, We shall adjust the bill at the following Meter reading. However, if the error was Our fault, We will only be obliged to backdate the bill for a maximum of 13 months.
  - 4.6 If You have agreed to read Your Meter for billing purposes and provide the same to us, and We have not received such Meter reading from You, We will estimate Your Meter reading for Our billing purposes. If we are not able to estimate the usage, We may employ a contractor to read Your Meter. The cost of such contractor will be passed on to You in Your electricity bill for that period.
  - 4.7 In relation to electricity supplied pursuant to this Agreement You must pay Value Added Tax (and any other applicable tax or duties imposed upon Us in relation to such supply).
  - 4.8 We may also charge You for Our reasonable costs that are not set out in Our Standard Tariffs. These include (but are not limited to) the following:
    - (a) additional charges for the Meter and other metering equipment at the Supply Address and/or any other property on which equipment is located which is connected with the supply to the Supply Address. This equipment shall remain the property of the Network Operator, unless You have purchased it and obtained written consent for such purchase from the Network Operator; and/or
    - (b) disconnecting or reconnecting Your supply provided that, in circumstances where You are not able to inform us of another supplier, the disconnection costs reflect Our actual costs of disconnecting the Supply Address and do not represent a charge imposed on You by Us for You changing supplier; and/or
    - (c) any breach by You of Your obligations under this Agreement including, but not limited to, any action or costs (including Our legal costs) incurred by Us in recovering unpaid charges and interest payable in accordance with 4.11(a); and/or
    - (d) any attendance by appointment at the Supply Address, by Us or any of Our agents, or failure by You to attend an agreed appointment; and/or
    - (e) costs associated with Meter Tampering by You or any other person howsoever 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
    - (f) all internal and external costs associated with theft, loss, damage or other interference to equipment (whether by

- You or any other person, howsoever caused) including (without limitation) (i) the costs of a new Meter or other relevant equipment; and (ii) the costs of installation and/or connection of a new Meter or equipment; and/or (iii) the costs of repair to damaged Meters and/or equipment; and/or
- (i) a reasonable administrative charge in connection with any of the actions taken by Us or Our agents in accordance with this condition 4.8; and/or
  - (j) all applicable Pass-Through Charges including any reasonable costs that We are charged for processing credit or debit card payments made by You.
- 4.9 We shall render periodic bills which shall identify the charges payable. Our charges for electricity supplied and/or all other costs recoverable under this Agreement must be paid within 14 days of the date of the relevant bill.
  - 4.10 You shall pay Us by direct debit unless We agree that an alternative payment method is acceptable. You agree to make such arrangements as may be necessary to ensure that You pay using the method specified by Us from time to time.
  - 4.11 If You fail to pay any amount when due:
    - a) interest will be payable on overdue payments at the rate that is LIBOR (London Inter-bank Offer Rate) plus three percentage points (3%). Interest shall be calculated from the date which is 7 days following the date on which the overdue payment became payable, to the date on which it is paid in full. We may also add reasonable charges to Your next invoice or statement to recover Our costs and external costs We incur in trying to recover any overdue payments including (without limitation) a reasonable administrative charge and any third party fees reasonably incurred; and/or
    - (b) We may require You to change the method by which You pay for Your electricity; and/or
    - (c) We may require a reasonable security deposit; and/or
    - (d) We may give You notice of Our intention to terminate this Agreement in accordance with condition 7.6 (a) (i) and to arrange to disconnect Your supply of electricity.
  - 4.12 Any security deposit paid by You shall be repaid following 12 months of payment upon first demand or earlier where both Parties agree or on such other date as may be required by the Enabling Legislation. You agree that We shall at any time be entitled to apply any portion of the security deposit against any sum owed to Us by You pursuant to the terms of this Agreement.
  - 4.13 If You do owe Us money and are ending this Agreement, You agree that We may keep any deposit You have paid to Us and use this to reduce any debt You owe Us. The amount We keep will not be more than the amount You owe Us
  - 4.14 You agree to pay any outstanding charges transferred or assigned to Us by Your previous electricity supplier together with any reasonable administration charge as notified by Us to You.
  - 4.15 Any budget payment plans agreed between the Parties are subject to Our review and may be amended or terminated at Our absolute discretion.
- #### 5 WARRANTIES
- 5.1 You warrant that You are the owner or occupier of the Supply Address and that You have the power and authority to permit, grant and provide the matters referred to or contemplated by this Agreement including, but not limited to, securing any required consents, planning permissions, wayleaves or building warrants in respect of the Supply Address and/or other property relevant for supply to the Supply Address.
  - 5.2 You warrant that You will take care to ensure that the Meter and other equipment installed at the Supply Address or other relevant property in connection with supply to the Supply Address is not damaged, stolen, subjected to Meter Tampering or otherwise interfered with, in each case whether by You or any other person, whether deliberately or accidentally and whether with or without Your knowledge and/or consent.
- #### 6 DEEMED CONTRACT
- 6.1 In accordance with Paragraph 3 of Schedule 6 of the Electricity (Northern Ireland) Order 1992, We are 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. Any customer being supplied with electricity by Budget Energy other than in pursuance of a contract shall be deemed to have contracted with Budget Energy for a supply of electricity in accordance with the Terms and Conditions of Supply as appropriate.
  - 6.2 If You own or occupy premises where a supply of electricity is provided and You do not have an agreement for the supply of electricity with Us, as the registered supplier of the premises, then the premises will be considered to be supplied by us under a Deemed Contract.
  - 6.3 The Deemed Contract will be between Us and You, as the owner or occupier of the premises. The Deemed Contract will start on the date when You begin to take supply of electricity in the absence of an agreement for supply and shall end on the date on which We or another supplier is registered as the supplier of the premises or on the date which We cease to supply the premises, whichever is earlier.
  - 6.4 If You are being supplied under a Deemed Contract all reasonable steps will be taken to provide You with a notice confirming that the premises is being supplied under a Deemed Contract and advising that You are liable to pay for any electricity consumed.
  - 6.5 You will be charged at Our Standard Tariff (which shall include applicable charges, e.g. standing charges, taxes and levies) for commercial customers, or an alternative rate, for any electricity supplied.
- #### 7 TERMINATION AND DE-ENERGISATION
- 7.1 This Agreement shall continue in force until otherwise terminated in accordance with the provisions of this condition 7.
  - 7.2 This Agreement shall terminate:
    - (a) automatically from the date that a Last Resort Supply Direction, given to an alternative supplier of Electricity takes effect in relation to the Supply Address, provided that the Fixed Term has expired;
    - (b) within 28 days after You have notified Us in writing of Your intention to transfer to an alternative Electricity supplier, provided that any Fixed Term has expired;
    - (c) in the circumstances set out in condition 4.11(d); and/or
    - (d) in circumstance other than those set out in condition 7.2 (a) to (c) above, on the 28th day after You have confirmed in writing that You wish the Agreement to terminate, provided always that any Fixed Term has expired.
  - 7.3 In the event that this Agreement is terminated by either Party during the Fixed Term or pursuant to condition 7.7, We have the right to charge You an Early Exit Fee (as defined in the Rate Card or Customer Agreement Form).
  - 7.4 On termination You shall be entitled (upon written request to Us) to receive all consumption data relating to the supply of electricity to You at the Supply Address up to the date of termination. You shall receive a final bill of Our charges within 6 weeks of the termination date. The applicable termination fee shall be included on your final bill in accordance with condition 7.3.
  - 7.5 Failure by You to provide Us with the notice required by condition 7.2 shall render Your notice ineffective and You shall remain liable for all charges and costs arising under this Agreement until the date of termination including where the electricity supply was not used by You but by a third party.

- 7.6 (a) We may by written notice to You immediately terminate this Agreement (in whole or in part) and/or disconnect Your supply if:
- You fail to pay any amount due to Us by the date upon which such amount was due;
  - You are due to pay Us a security deposit pursuant to clause 4.11 and We have not received it;
  - We have specified the payment method You should use to make payments under this Agreement and You do not use this specified method;
  - Where the Network Operator instructs Us to do so or has cut off supply;
  - We are entitled to refuse to supply You under this Agreement in the circumstances set out at condition 2.7;
  - We give You 28 days prior notice of Our intention to so terminate this Agreement; or
  - In the event that there are circumstances out of Our control which prevent Us from supplying Electricity to You.
- (b) In the event that We terminate this Agreement pursuant to condition 7.6(a) We shall be entitled to recover Our reasonable charges incurred in discontinuing the supply and Our debt recovery costs.
- 7.7 This Agreement may be terminated by Us with immediate effect if You are in breach of any condition herein or other trading terms with Us or if the Licence is revoked. Our duty to supply is restricted. In such circumstances We shall be entitled to disconnect Your supply and recover Our reasonable charges and costs incurred in discontinuing the supply together with any amounts due and owing by You to Us as at the date of termination.
- 7.8 The expiry or termination of this Agreement shall not affect the accrued rights of either Party prior to such expiry or termination.
- 8 SAFETY**
- 8.1 You shall not in any way tamper with, misuse or damage the Meter, or any other wiring, apparatus or equipment installed by the Network Operator or Us.
- 8.2 You are responsible for any wiring, apparatus and appliances on Your Side of the Meter and shall ensure that all such equipment is adequately maintained. You shall ensure that any person You employ to carry out any work in relation to Your Side of the Meter is suitably qualified and registered or a member of a body approved to carry out such work.
- 9 EMERGENCIES**
- 9.1 The Parties acknowledge that We may be required by (amongst others) the Department for the Economy, the Authority or the Network Operator to disconnect or cease supply at the Supply Address or take such other action as required for any reason of System security or to comply with any requirement of applicable law or regulation and the Parties agree that We shall not have any liability in respect of any loss or damage arising as a result. Supply may be disconnected by Us or any other duly empowered person, or by Our or their duly authorised officers or agents where permitted or required by law or any relevant licence, code or agreement. We may make a charge to reconnect Your supply.
- 9.2 Should We be required to disconnect, interrupt or discontinue supply to the Supply Address, as a result of a Distribution Constraint or an Emergency Event as directed under section 2 (1) (b) of the Energy Act 1976, You shall refrain from using electricity immediately upon being notified by Us that You should do so.
- 9.3 You shall comply with all requests by Us or the Network Operator for the purpose of:
- Averting or reducing danger to life or property; or
  - Securing the safe transmission of electricity through the System and for maintaining the safety of the System itself.
- 9.4 The Network Operator (NIE Networks) Customer Helpline is open 24 hours a day, 7 days per week to report a loss of electricity supply or hazard. The telephone number is 03457 643 643.
- 10 FORCE MAJEURE**
- 10.1 In this condition "Force Majeure" means any event or circumstance beyond the control of the Party concerned and which, notwithstanding the exercise by it of reasonable diligence and foresee, that Party was or would have been unable to prevent or overcome. Without limitation to the generality of this condition 10.1, it is acknowledged that any event or circumstance that qualifies as Force Majeure under a Party's connection or transmission contract with the Network Operator (or another Network Operator) shall be deemed to be Force Majeure hereunder.
- 10.2 If either Party is by reason of Force Majeure rendered unable wholly or in part to carry out any of its obligations under this Agreement, then the Party affected shall be released from its obligations hereunder to the extent to which they are affected by Force Majeure and for the period during which those circumstances exist, provided that:
- the Party seeking relief under this condition 10.2 shall advise the other Party as soon as practicable by notice in writing of the Force Majeure together with its estimate of the likely effect of the Force Majeure on its ability to perform its obligations and of the likely period of such Force Majeure having regard to the matters referred to in condition 10.2(b);
  - the Party affected shall use all reasonable endeavours to terminate the circumstance of Force Majeure if and to the extent reasonably practicable and all reasonable speed and at reasonable cost; but nothing in this proviso shall limit Our absolute in relation to the settlement of any labour dispute constituting circumstances of Force Majeure; and
  - The Parties acknowledge that Force Majeure shall not release any Party from any obligation to pay amounts due under this Agreement.
- 11 LIABILITY**
- 11.1 Each Party agrees and acknowledges that:
- subject to condition 11.2, We shall not be liable to You for loss arising from any breach of this Agreement, other than for loss directly resulting from such breach and which, at the date of this Agreement was entered into, was reasonably foreseeable as likely to occur in the ordinary course of events as a result of such breach in respect of physical damage to the property of either Party; and
  - subject to condition 11.1 (a), We shall not be liable to You for any breach of this Agreement or liable to You in contract, tort (including negligence and breach of statutory duty) statute or otherwise for any indirect, consequential, economic or financial loss, or loss of business opportunity or goodwill or any loss arising from Your liability to any third party (except as provided by 11.3 (a)).
- 11.2 The amount or amounts for which one Party may be liable to the other pursuant to condition 11.1(a) in respect of any event or circumstance or series of events constituting or resulting in a breach of a provision of this Agreement shall not exceed £100,000.
- 11.3 Nothing in this Agreement excludes or limits a party's liability to the other for death or personal injury resulting from that party's negligence.
- 12 ACCESS TO THE SUPPLY ADDRESS**
- 12.1 You shall allow Us, the Network Operator or any duly empowered person, or Our or their duly authorised officers or agents, safe access to the Supply Address where permitted or required by law or any relevant licence, code or agreement (including this Agreement).
- 12.2 You shall allow Us, the Network Operator or any duly empowered person, or Our or their duly authorised officers or agents safe access to the Supply Address, without charge, to enable Us to operate this Agreement in accordance with its terms and conditions, including access for the following purposes:
- when Your property is being connected, for the installation of equipment, Meter, and other apparatus and/or to take such other action which We or the Network Operator consider to be necessary for You to be connected to an electricity supply;
  - at any reasonable time, for the purposes of reading, inspecting, installing, operating, maintaining, repairing, replacing, testing, removing or carrying out any other services in relation to the meter or any other equipment which has been installed or is to be installed for the purpose of supplying electricity to the Supply Address;
  - at any reasonable time to remove, inspect or re-install any Meter or install any substitute Meter or for the purposes of disconnecting or removing any damaged Meter or equipment;
  - at any reasonable time, for the purposes of ascertaining the register of any Meter;
  - at any time, to disconnect the supply for the purpose of averting imminent danger to persons or property or securing the safety of the network, or where otherwise entitled to disconnect pursuant to this Agreement;
  - at any time to undertake maintenance and emergency works for the purpose of meeting operational or legal requirements; or
  - at any time where authorised by the Enabling Legislation to disconnect the Supply Address or where connection is no longer required in respect of premises or the equipment and/or Meter has not been used in a vacant property for a reasonable period.
- 12.3 Where metering equipment connected with the supply to the Supply Address is located on any property other than the Supply Address, You shall with effect from the Start Date procure that We, the Network Operator or any duly empowered person, or Our or their duly authorised officers or agents are at all times permitted safe access to such property, without charge and without notice, to enable Us to operate this Agreement in accordance with its terms and conditions, including access for the purposes set out in this condition 12.2.
- 13 ASSIGNMENT**
- We shall be entitled to assign, transfer, charge or otherwise encumber all or part of Our rights and obligations under this Agreement and shall be able to transfer Our rights and obligations under this Agreement to a company who is entitled to supply electricity to the Supply Address. You may not assign, transfer, charge or otherwise encumber all or part of Your rights under this Agreement without Our prior written consent.
- 14 NOTICES**
- 14.1 Any notices We are required or wish to give You under this Agreement, with the exception of notification of Standard Tariffs under clause 4, shall be accepted by You as properly given if delivered by hand or sent by prepaid post to Your Supply Address or such other address as You may notify Us should be used. Any notices You are required or wish to give to Us under this Agreement shall be accepted by Us as properly given if delivered or sent to Our registered office or such other address as We may notify You should be used.
- 14.2 Any notice served in accordance with condition 14.1 above shall be deemed to have been received:
- if delivered by hand, at the time of delivery; or
  - if delivered by prepaid post, on the third working day following the day of posting.
- 15 WAIVER**
- 15.1 No waiver of any default or delay in enforcing rights under this Agreement, or by You shall be construed as a waiver of any rights or remedies.
- 16 CHANGES TO THIS AGREEMENT**
- We may change the terms and conditions of this Agreement by giving You twenty one (21) days' notice and updated copies of this Agreement shall be provided to You upon request. If You object to the changes You must send written notification to Us within the twenty one (21) days notice period. If You so notify Us of an objection the change will not be effected and this Agreement will terminate twenty one (21) days after the receipt of Your objection. In the event that We do not receive any notice of Your objection within the specified period, the change(s) shall be effective without any further notice or confirmation.
- 17 DATA PROTECTION / USE OF INFORMATION**
- 17.1 As a normal part of supplying you with electricity, We inevitably hold some of Your personal data such as Your name, address, telephone number, Meter readings, invoices issued to You, payments received from You and telephone recordings. This condition clearly describes how We process that personal data, how We respect Your privacy, and how You may exercise Your right to receive a copy of that personal data. At all times, We treat Your personal data in compliance with relevant Data Protection and ePrivacy Laws and Regulations.
- 17.2 Information You provide or that We hold about You may be used by Us in connection with:
- Contractual purposes for Us to identify You when You make enquiries or to contact You through mail, telephone or other electronic means about your account;
  - For Our legitimate interests in undertaking market research and analysis or for demonstrating and testing computer systems;
  - For statutory purposes to comply with legal obligations to help Us prevent and detect crime, fraud, money-laundering or loss; and
  - For Our legitimate interests in marketing about our services and products that you have purchased from Us and/or which may be of interest to You; and
  - For Our legitimate interests in marketing about services and products which we think you would be interested but only from other members of the DCC group who observe the same high levels of data protection as We do.
- Information You provide or that We hold about You may be used by Us in connection with contractual purposes:
- To help administer any accounts, services and products provided by Us to You now or in the future;
  - To recover outstanding amounts and make reimbursements to You.
- Information You provide or that We hold about You may be used by Us in connection with legal obligations:
- to help prevent and detect crime;
  - to ensure the health and safety of You and any other stakeholders affected by our operations.
- 17.3 We may monitor or record telephone calls for security purposes or to monitor or improve Our customer standards of service or to help prevent or detect fraud.
- 17.4 We may obtain searches about You from credit reference agencies. We and/or that credit reference agency may retain a record of any credit checks and details of Your account and such details may be passed to other organisations, including debt collection agencies, to allow Us and/or them to access further applications by You or for Our or their debt tracing, debt collection and fraud prevention purposes. This includes tracing those who have moved and are in default.
- 17.5 Where applicable, it is in our legitimate interest to obtain information from Our previous supplier that will enable Us to take over Your supply safely and efficiently.
- 17.6 Where applicable, it is in our legitimate interest to contact Your current or former landlord or tenant for the purposes of establishing dates of occupation and Energy usage.
- 17.7 In circumstances where You have provided false or inaccurate data and fraud is suspected, We may provide Your data to appropriate credit reference and fraud prevention agencies and law enforcement agencies including the Police and Revenue.
- 17.8 Where applicable, We can obtain/provide information from/to Network Operators about You in order to service your account fully. This would be a legal obligation on both parties involved.
- 17.9 We may from time to time contact You in writing and/or by phone, email, SMS or social media with safety and marketing information (strictly related to supply of products and services of Flogas or other members of the DCC PLC who operate to the same data protection standards as Us). The marketing material may be with Your Invoices, with letters to You from Us or just on its own. Such contact may be by third party agencies carefully selected by Us who work for us. Any contact will be in accordance with the relevant Data Protection and ePrivacy Laws and Regulations, and line with Our Code of Practice on Marketing. If at any stage You do not wish to receive marketing information from Us, You can opt out by contacting Us on 0800 012 1177 or emailing Us at [privacy@budgetenergy.co.uk](mailto:privacy@budgetenergy.co.uk) or sending a letter to the address stated in 17.11. More details about how we look after Your data and Our marketing approach are available in Our privacy policy at <https://budgetenergy.co.uk/privacycentre/>
- 17.10 We must keep Your data accurate, up to date and safe at all times and You have the right to have Your data corrected. You also have the right to be forgotten should You no longer be Our customer and We no longer require to hold Your personal data on file. In this instance We can delete or anonymise Your data so You are no longer identifiable on Our systems.
- 17.11 If You wish to obtain a copy of the data held about You on Our systems please contact Us by phone, or email [privacy@budgetenergy.co.uk](mailto:privacy@budgetenergy.co.uk) or write to Us at Budget Energy, Energy House, 30-32 Balliniska Road, Springtown Industrial Estate, Derry/Londonderry, BT48 0LY and We will issue You with Your data free of charge within one month, or Where this is not possible, within a further two months.
- 17.12 Should you be dissatisfied with Our responses, You may contact the Information Commissioner. Contact details for the Information Commissioner, as well as information on the relevant Data Protection Acts, may be found at the Information Commissioner's web site <https://ico.org.uk/> More details about Our approach to data protection are available in our privacy policy at <https://budgetenergy.co.uk/privacycentre/>
- 18 COMPLAINTS**
- 18.1 If You are dissatisfied with any aspect of Our service please contact our Customer Services Team on Freephone 0800 012 1177 or write to them at Budget Energy, Energy House, 30-32 Balliniska Road, Springtown Industrial Estate, Derry/Londonderry BT48 0LY. Our aim is to resolve complaints to the satisfaction of Our customers.
- 18.2 If you would like to know more about how we respond to complaints, please see the Budget Energy Complaints Procedure as set out in our Code of Practice on Complaint Handling by visiting [www.budgetenergy.co.uk/codes-of-practice/](http://www.budgetenergy.co.uk/codes-of-practice/).
- 18.3 If having followed Our Code of Practice on Complaints handling You are not satisfied with our attempt to resolve your complaint you can
- Contact the Consumer Council for Northern Ireland. This is an independent body with statutory remit to represent electricity customers that seeks to resolve complaints and offer advice free of charge. This does not affect your statutory rights to refer your case to court. You can contact the Consumer Council by post at The Consumer Council for Northern Ireland, Seatem House, 28-32 Alfred St, Belfast, BT2 8EN, or telephone 0800 121 6022, or Email at [complaints@consumercouncil.org.uk](mailto:complaints@consumercouncil.org.uk);
  - in respect of billing disputes where the Consumer Council has not been able to resolve the complaint to Your satisfaction, the Authority by post at The Utility Regulator, Queens House, 14 Queen Street, Belfast, BT1 6ED (or such other contact details as may be notified on the Authority's website). Any consumer can utilise this scheme at no cost to themselves.
- If after going through our Complaints resolution system, your complaint is still not resolved you have the right to take your complaint to Court.
- 19. BACKBILLING**
- 19.1 Budget Energy will not bill you or otherwise seek to recover charges from you for electricity consumption which we have supplied to you (including via prepayment meter), where those charges are more than 13months old except where:
- the bill was issued before 1st October 2020;
  - we have previously issued a bill that we are continuing to seek payment for;
  - we have been unable to obtain an actual meter reading for the period to which backbill relates, despite having used all reasonable efforts to do so; or
  - the backbill is the result of unlawful meter tampering or theft.
- 20 ILLEGALITY**
- 20.1 If at any time any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.
- 20.2 If any provision of this Agreement is so found to be invalid, illegal or unenforceable but would be valid, legal or enforceable if some part of the provision were deleted, the provision in question shall apply with such modifications as may be necessary to make it valid, legal or enforceable.
- 21 THIRD PARTY RIGHTS**
- 21.1 The Parties do not intend that any term of this Agreement shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party to this Agreement.
- 22 LAW OF NORTHERN IRELAND**
- 22.1 This Agreement and any non-contractual disputes arising in connection with this Agreement shall be governed by and construed in accordance with the law of Northern Ireland. The courts of Northern Ireland shall have exclusive jurisdiction in respect of such matters.
- Budget Energy Ltd**