



## Electricity Supply Deemed Contract Scheme

This Electricity Supply Deemed Contract Scheme (the “**Scheme**”) is made pursuant to Condition 28 of the Electricity Supply License held by Budget Energy (the “**Licensee**”) in accordance to a contract for the supply of electricity deemed to have been made under paragraph 3 of Schedule 6 to the Order. It explains the terms and conditions that will apply to a deemed contract, being a contract that, by law, is imposed between parties where no existing contractual relationship exists (a “**Deemed Contract**”).

### *Application*

The Scheme will apply to any electricity supply point registered to Budget Energy Limited (“**Budget Energy**”) where a customer has never entered into a contract with Budget Energy, for example where they have moved into a property where electricity is already provided by Budget Energy but haven’t agreed to a contract in advance.

### *Terms and Conditions*

The terms and conditions that will apply to a Deemed Contract are the same as those applicable to a contract agreed between parties for the same product. The standard terms and conditions, as well as up-to-date product rates and pricing, are available on Budget Energy’s website at [www.budgetenergy.co.uk](http://www.budgetenergy.co.uk). In line with Budget Energy’s requirement to ensure that the terms of a Deemed Contract are not unduly onerous, the Licensee will ensure that no additional “deemed rates” or charges are applied where a Deemed Contract becomes applicable.

The rate applicable to a particular site, which will necessarily vary between sites as they include charges associated with the profile of the site (the level of which is set by the Network Operator), will be set out in a letter sent by Budget Energy to the customer.

Where a meter site is not read immediately before the time at which the customer took responsibility for a site, Budget Energy reserves the right to estimate the quantity of electricity supplied to the site (based upon the data it holds) until the time the meter is read or the customer ceases to take supply of the electricity or Budget Energy ceases to supply electricity to the premises under the Deemed Contract.

The agreement starts when the customer starts taking a supply of electricity from Budget Energy.

Budget Energy will provide a copy of the Deemed Contract on request to the customer within a reasonable time upon receiving that request.

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 the Deemed Contract.

Where a Customer intends the premises to be supplied with electricity under a contract of supply agreed with Budget Energy or any other Electricity Supplier, the Deemed Contract will continue to have effect until Budget Energy or the other electricity supplier, as appropriate, begins to supply electricity to the premises under such a contract of supply.

Where Budget Energy supplies electricity to a customer's premises under a Deemed Contract, all reasonable steps will be taken to provide that customer with a notice:

- Setting out the principal terms of the Deemed Contract.
- To enter into a contract with the customer as soon as reasonably practicable.

The Deemed Contract will terminate, and is not subject to a termination fee, once the Customer enters into a contract with Budget Energy or any other electricity Supplier.

### *Budget Energy's Obligations*

The scheme is governed by the laws of Northern Ireland and the courts of Northern Ireland shall have exclusive jurisdiction in relation to this scheme.

The law and Budget Energy's Supply License provide that it must act in a certain way in relation to Deemed Contracts. Budget Energy's policies and procedures are designed to ensure that these obligations are met.

### *Glossary*

**Authority** means 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](http://www.uregni.gov.uk).

**Connection Agreement** means the agreement between the Network Operator and you for connection of your premises to the local distribution network as described in section 23.

**Consumer Council** means the Consumer Council which is an independent body representing consumers' interests. Telephone 0800 121 6022, or e mail [complaints@consumercouncil.org.uk](mailto:complaints@consumercouncil.org.uk), or visit their website at [www.consumercouncil.org.uk](http://www.consumercouncil.org.uk).

**Deemed Contract** relates to the terms and conditions that will apply to a deemed contract, being a contract that, by law, is imposed between parties where no existing contractual relationship exists (a "Deemed Contract").

**Distribution System** has the meaning as defined in Condition 1 (Interpretation and Construction) of Budget Energy's Electricity Supply Licence.

**Energy Consumer Checklist** means the document of that name which constitutes the guidance for consumers of gas and electricity as prepared and published, from time to time, by the Authority in accordance with Article 7(5) of the Energy (Northern Ireland) Order 2003.

**Meter Provider** means Northern Ireland Electricity Limited, 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](mailto:customercontact@nie.co.uk).

**Network Operator** means Northern Ireland Electricity Limited, or such other company as may be 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](mailto:customercontact@nie.co.uk).

**Budget Energy** means Budget Energy Limited t/a Budget Energy The company which supplies electricity to you under this Agreement, also referred to as “us”, “our” or “we”. For queries about your account, bills and payments telephone 0800 012 11 77 or e mail [info@budgetenergy.co.uk](mailto:info@budgetenergy.co.uk).

**Principal Terms** has the meaning as defined in Condition 1 (Interpretation and Construction) of Budget Energy’s Electricity Supply Licence.

**Relevant Date** means the earlier of:

- (a) the day after the end of any period within which you have a right to withdraw from and cancel the contract;
- (b) 10 working days after the day on which you entered into the Agreement.