

General Terms and Conditions for the supply of electricity by Budget Energy Ltd to domestic premises in Northern Ireland.

Your attention is drawn in particular to the provisions of clause 12 and 17.

What these terms cover:

These are the general terms and conditions on which we will supply electricity to you. These general terms and conditions, along with your customer agreement form, Welcome Letter and the tariff specific Terms and Conditions form your Agreement with us

Why you should read them:

Please read these terms and conditions carefully before the end of your 10 working day cooling off period. These terms and conditions tell you who we are, how we will supply electricity to you and bill you, how you and we may change or end the contract, what to do if there is a problem, what charges you might incur outside of your general tariff rate and other important information. If you think there is a mistake in these terms, please contact us to discuss

Contact:

If you need to contact us to discuss your Agreement, these Terms and Conditions, get up to date information on anything outlined below or for any other reason our contact details are:

By post: **Energy House, 30-32 Balliniska Road,
Springtown Industrial Estate
Derry City
BT48 0LY**

Phone: **0800 012 1177 (Freephone)
028 7126 4444**

Email: **TalkToUs@BudgetEnergy.co.uk**

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1. Scope of Agreement

- 1.1. These are the general terms and conditions for the supply of electricity up to the relevant Available/Authorised Capacity by Budget Energy Ltd, a company incorporated and registered in Northern Ireland with company number NI073739 whose registered office is Energy House, 30-32 Ballinska Road, Springtown Industrial Estate, Derry, BT48 0LY (“Budget Energy/we/us”) to a person (“you”) at the relevant Supply Points.
- 1.2. These general terms and conditions together with the terms and conditions specific to the tariff that applies to your supply provided upon request and available on our website (www.budgetenergy.co.uk) and the Budget Energy Customer Agreement Form (“CAF”) form the legally binding contract (“Agreement”) between you and us.
- 1.3. For the avoidance of doubt, in the event of any conflict between these general terms, the terms and conditions specific to your tariff and your CAF, the terms and conditions specific to your tariff shall apply and take precedence followed by the CAF and then these general terms and conditions.
- 1.4. This agreement applies if you are a Domestic Customer in Northern Ireland. In general, you will be a Domestic Customer if you are taking electricity wholly or mainly for a domestic purpose to a domestic premises. If you are unsure whether you are a Domestic Customer, or if you are taking electricity for other purposes, please contact us for more information about the terms and conditions applicable to your supply.
- 1.5. This Agreement is based on information you have provided to us, either directly or through an agent. If:
 - a) we cannot check any important information about you or your meter or the information available is not up to date, or the information provided by you is significantly inaccurate, false or misleading, or we cannot supply a customer with your type of meter or your metering arrangements, or
 - b) your meter or metering arrangements are not suitable for the tariff or payment option you have chosen:We may choose not to go ahead with this agreement with you mean, which means we will terminate this agreement and where possible offer you different terms to reflect your supply circumstances and/or offer you a different payment option. In line with this clause we may ask you to change your meter or metering arrangements to be arranged by yourself and at your own cost.

2. When this Agreement starts

- 2.1. This Agreement commences and runs from the date that you:
 - c) signed it; or
 - d) accepted it on the phone; or
 - e) sent in an online application; or
 - f) a date agreed between you and us; or

If none of these apply to you, the agreement starts when you start taking supply of electricity from us at the relevant Supply Point. This may be through a deemed contract, this deemed contract will continue to apply until we supply you through an agreement you have signed, or accepted on the phone or accepted online, or until you take supply from another electricity supplier.

- 2.2. If we are taking over from another supplier or where the relevant premises is already connected to the electricity distribution system, we shall begin supplying electricity under the this Agreement normally within 10 working days and by not later than 15 working days after you this Agreement has begun in accordance with clause 2.1, unless:
- a) You request and agree with us a later date for the start of the supply of electricity starts; or
 - b) the Registered Supplier for the premises objects to the Supplier Transfer; or
 - c) there are other circumstances beyond our control which prevent us from starting supply within 15 working days.

3. Variations to this Agreement

- 3.1. We may change the terms of this Agreement, including the tariffs and charges, from time to time subject to:
- a) Sending a written notice (by email or post), outlining the changes in clear, transparent and easy to read and understand language. This notice will be communicated to you using your preferred method of communication and within at least 21 days in advance of the date the variations are due to take effect.
 - b) Where the variation changes terms with regards to price, provide you with the new proposed tariff alongside your existing tariff. This shall be set out in terms of each tariffs respective unit rate i.e. pence per kWh.
- 3.2. We shall also publicise details of any variations to this Agreement made in exercising our right under clause 3.1 on our website and ensure that our website features the most up-to-date version of our general terms and conditions and terms and conditions specific to each tariff.
- 3.3. A variation to this Agreement does not affect your right to be able to terminate it under Clause 4 of these general terms and conditions or under the corresponding clauses in the terms and conditions applicable to your tariff.
- 3.4. Except as explicitly set out in this Agreement, no variation of this Agreement proposed by you, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by us.

4. Ending this Agreement.

- 4.1. This Agreement shall continue until it is ended by Budget Energy or you in accordance with the terms of this Agreement
- 4.2. **YOUR COOLING OFF PERIOD**
This Agreement may be terminated by you for any reason by contacting us by post, email or phone stating your name, address, and contact number at any point within 10 working days from in accordance with clause 2.1:
- a) the date you signed this Agreement; or,
 - b) the date you accepted this agreement on the phone; or,
 - c) the date you sent in an online application form; or,
 - d) the date agreed with us by you as the start date for the Agreement;
or if none of the above apply,
 - e) the date the Relevant Address is connected to the electricity distribution system.

4.3. WHERE YOU'RE TRANSFERRING TO A NEW SUPPLIER

This Agreement will terminate where you have agreed to switch to a new supplier when the new electricity supplier commences supply of electricity to the supply point at the Relevant Address.

4.4. Clause 4.3 is subject to the following:

- a) Budget Energy may object to and prevent the transfer where:
 - i) where you tell us that you have not entered into an agreement with a new supplier and want us to prevent the transfer; or,
 - ii) you have an outstanding amount owed to Budget Energy that is over the debt levels as set by the Utility Regulator at the relevant time; or,
 - iii) your new supplier agrees that the transfer was a mistake; or,
- b) We will send you a final bill within six weeks of the transfer to your new supplier being completed and where applicable issue a refund of any credit attributable to your account at the time this Agreement ends.
- c) There is no charge for transferring to a new supplier and we will endeavour to anything reasonably possible to help with the transfer.
- d) Where an exit fee is applicable to your tariff you will be required to pay it upon switching to a new supplier as set out with the terms and conditions applicable to that tariff

4.5. WHERE YOU'RE MOVING HOME

You may terminate this Agreement when you move from the Relevant Address to this Agreement. In exercising your right under this clause you must ensure you do the following:

- a) Provide notice to us of your wish to terminate the Agreement for the reason of moving from the Relevant Address by phone, email or writing at least two working days prior to moving.
- b) Provide us with details of your new address and your final meter readings to ensure a final bill can be issued to you.

4.6. Where you terminate this Agreement under clause 4.5 this Agreement shall be deemed to have ended on the date agreed by you with us; or, when the next meter reading is due; or, when the supply is taken over by the new resident of the relevant address or whichever is first of these.

4.7. If you terminate this Agreement by exercising your right under clause 4.5 and wish Budget Energy to continue to supply your electricity at your new premises, please contact our Customer Service Team in accordance with the contact details outlined at the top of these General Terms and Conditions.

4.8. WHERE WE HAVE PROPOSED A VARIATION TO YOUR TERMS AND CONDITIONS

You may terminate this Agreement where you do not accept any variations to this Agreement proposed by us under Clause 3. To terminate this Agreement under this clause provide notice of your wish to do so by phone, email or by post at least 5 working days prior to the date the variations are due to take effect.

4.9. WHERE YOU WISH TO BE DISCONNECTED FROM THE ELECTRICITY DISTRIBUTION SYSTEM

You may terminate this Agreement by having the supply point at the Relevant Address disconnected from the supply distribution system. To terminate the Agreement under this clause provide notice by phone, email or by post and we will arrange within 10 working days for the supply point to be disconnected. This Agreement will terminate under this clause on the date the disconnection takes place.

4.10. SUPPLIER OF LAST RESORT

This Agreement shall be deemed to be automatically terminated from the date the Regulator issues a Last Resort Supply Direction to another electricity supplier to supply electricity to the supply point at the relevant address

4.11. FINAL BILL

Where this Agreement is terminated by you, you agree to provide us with a meter read for the supply point at the Relevant Address for the date of termination. If you do not fulfil your obligation under this clause it is accepted that we will estimate the final meter read for the supply point at the relevant address and provide a final bill reflecting the estimate

4.12. WHERE WE MAY END THE AGREEMENT

- a) This Agreement may be terminated by us by giving written notice if:
- b) You are in material breach of this Agreement; or
- c) You have not paid a security deposit when reasonably requested; or
- d) Your electricity consumption is in excess of what we, acting reasonably, deem to be appropriate for a Domestic Customer; or
- e) We provide you with 28 days' notice of our intention to terminate this Agreement; or
- f) We have good reason to suspect fraud or money laundering; or
- g) We have good reason to believe the information you've given us is false or misleading; or
- h) You fail to provide us with all the details that we require to register you for a supply of electricity; or
- i) You are the subject of insolvency or bankruptcy proceeding; or
- j) We are unable to provide you with a supply (including but not limited to where we lose our license)

4.13. Any outstanding liability or monies owed by you to Budget Energy shall remain due to Budget Energy after this Agreement has been ended.

4.14. On termination of this Agreement you agree to pay any amount owed to us within 10 working days of the date this Agreement is terminated or within 10 working days of being provided with a final bill by us whichever of these is later.

4.15. Termination of this Agreement shall not affect either of the parties' rights, remedies, obligation and liabilities that have accrued as at termination.

4.16. Clauses which expressly or impliedly survive termination of this Agreement shall do so.

4.17. This Agreement shall continue to apply until it ends and you must pay for all electricity used up until it ends.

5. Price and Payment

- 5.1. You agree to take and pay for the supply of electricity in accordance with the tariff outlined in the terms and conditions specific to your tariff which is part of this Agreement and any Charges accrued in line with this Agreement.
- 5.2. Where you are a customer and not on a prepayment meter we will provide you bills on a quarterly basis through your indicated preferred means of communication and including all the information as required under our License.
- 5.3. We may estimate your usage using your consumption history and standard industry practice and ask you for payment based on an estimated meter reading. We will do this when the meter reader fails to get access to your meter during a visit to your home and you are unable to provide us with a reading before the bill is issued. Where we have used an estimated meter reading for a bill, you can call our Customer Services via the contact details outlined to submit a reading and we will issue a new bill.
- 5.4. If you disagree with our estimate of your electricity usage, you may contact us at our Customer Services Team as set out at the top of these General Terms and Conditions to instigate our complaints process or alternatively refer the matter to the Consumer Council.
- 5.5. Where you are a customer paying for the supply of electricity through a prepayment meter we will provide you a statement at least once every twelve months outlining your consumption against your payment history and any other information as required under our License.
- 5.6. All bills are due on the date of issue. Payment must be made in full within 14 working days of the bill date unless we have agreed a different payment arrangement with you. We will apply VAT at the appropriate rate to all tariffs and 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. If your supply is subject to VAT at the higher rate, then the Climate Change Levy may also be applicable and we may require you to move to another tariff for non-domestic purposes, to which different terms and conditions apply.
- 5.7. If you pay us any amounts under this Agreement, we will apply the sum received against any charges due under this Agreement 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.
- 5.8. You must pay us by one of the methods agreed by us and may include in advance through a pay-as-you-go keypad meter, in arrears and by direct debit.
- 5.9. Where the agreed payment method is through a direct debit instruction for a fixed equal amount each month we may change, where reasonable, the monthly amount payable by you and/or the number of months for which you will pay the equal amount. If you don't provide a direct debit instruction or withdraw from one or do not pay by one of the payment methods agreed with us (as appropriate to your Agreement) we may change the frequency of your bills and alter the Prices accordingly and require you to pay a security deposit or have your meter replaced by a pay-as-you-go keypad meter.

- 5.10. If any payments are late we reserve the right to charge you:
- a) Interest using the rate that we apply at the relevant time (generally the currently offered Bank of England rate plus 3%); and
 - b) reasonable costs of trying to recover overdue payments including but limited to any third-party costs incurred in recovered or collecting the late payment.
- 5.11. We may change our tariffs and charges and/or the way we charge at any time in consultation with the Consumer Council NI and the Regulatory Authority. We will publicise details of these changes 21 days prior to these changes coming into force in accordance with our Licence to Supply Electricity.
- 5.12. For the avoidance of doubt, notwithstanding any statute or requirement from the Regulator to the contrary we are not required to notify you of any special tariffs are introduced by us from time to time 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 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.
- 5.13. 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 may be required to pay a standard charge for the test. If the electricity meter is found to be inaccurate then you will receive a refund of this cost and we will adjust the Electricity Charges as appropriate.
- 5.14. Please tell us immediately if you have difficulty paying. We offer a variety of payment methods for paying bills including payment in arrears, by direct debit and though a pay-as-you-go keypad meter. Further details of these are listed in our Code of Practice.
- 5.15. 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. Please be aware you may be charged for this.
- 5.16. If you have registered as a customer jointly with other people, the expression “you” will apply to each person. You will be considered jointly and severally responsible for paying all outstanding charges until they are paid in full. This mean that we will be entitled to claim either part of the amount owed from you as a whole, or the whole sum from any individual.
- 5.17. If you have an account with us at other premises, we may transfer any credit or debt between your accounts to recover any amount owed by you to us.
- 5.18. If any amount payable by you is in dispute, you must pay to us the amount that is not in dispute. When the matter has been settled, we will adjust the amount owed by you as a result.
- 5.19. A matter is considered to be in genuine dispute for the purposes of this Agreement when we are presented with independent evidence that is countervailing to the evidence used by us to justify any amount payable by you.

6. Pay-as-you-go keypad meters

- 6.1. You may ask for a prepayment keypad meter and we will arrange for one to be installed if it is safe and practicable to do so.
- 6.2. You must allow access for the installation of, or replacement of your current meter with, a prepayment keypad meter on the provision of reasonable notice from us to you if:
 - a) You do not meet our credit criteria and our credit checks indicate to us that this is an appropriate payment method for you; or
 - b) We have reason to believe that the existing meter has been tampered with; or
 - c) You fail to pay or are late in paying any amount due to us (including but not limited any security deposit requested)
 - d) You owe us monies and by installing a pay-as-you-go keypad meter we can avoid your account going further into debt.
- 6.3. If you do not allow access in line with clause 6.2 we may engage in warrant proceedings to gain a warrant for entry to enable us to enforce a pay-as-you-go keypad meter. If you have a pay-as-you-go keypad meter, any debt or arrears on the account may be recovered as a percentage of subsequent purchases of electricity through the keypad meter. This percentage will be calculated based on your individual circumstances as outlined in our Codes of Practice on the Services for Prepayment Meter Customers outlined in clause 10 and may be anything up to 40%.
- 6.4. Keypad meter top-ups can be bought at any Payzone or Paypoint outlets, or by using a credit or debit card over the Telephone at 0800 012 11 77 or online at www.budgetenergy.co.uk. Our Code of Practice on the Services for Prepayment Meter Customers sets out the services we offer to pay-as-you-go keypad meter customers is online at our website and is also available on request.
- 6.5. By paying for your electricity through a pay-as-you-go meter you accept that you will need to top up the keypad meter in order to receive electricity. If you fail to top up the keypad meter you could cause inconvenience, loss, damage and/or injury to yourself, other occupiers and visitors to the premises and by acceptance of this Agreement you acknowledge we shall not be held responsible for this.
- 6.6. If you have a pay-as-you-go keypad meter you will not receive a bill from us. However, we will send a statement of your account on an annual basis.
- 6.7. 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.

7. Additional Account Charges

- 7.1. We reserve the right to pass on to you additional charges that we are required to pay to the Meter Provider and are incurred by us due to work carried directly in relation to your meter or account, including but not limited to:
- a) Field work charges for where you miss or cancel an appointment arranged with the Meter provider at a cost of £33.60.
 - b) Meter accuracy test carried out where you request the accuracy of the meter to be checked and confirmed at a cost of £75.00, this will be refunded if the meter is found to be faulty.
 - c) Where you request a meter reading outside of the Meter Providers reading schedule at a cost of £37.50. You will not be charged for this where it is in relation to a dispute to the engineers original meter reading and where the customer requested reading is not in correlation with the disputed hearing, if it does correlate a charge of £56.50 excluding VAT will be applied to your account.
 - d) Repair or replacement of the meter where the meter has been damaged as a result of your actions.
- 7.2. Where we have had to apply for a warrant for entry in relation to your account in accordance with Schedule 6 Paragraph 7(2)(b) of the Electricity (NI) Order 1992 as amended by the Electricity Regulations (NI) 2007 and the application for the warrant for entry is successful, a charge of £200 (inc VAT) will be added to your account where we have to execute this warrant.
- 7.3. Where a direct debit payment has been returned unpaid as 'refer to payer', we may apply a charge of £10.00 (inc VAT) to cover any bank charges/costs.
- 7.4. Where you require a copy of your Bill additional to what we have already made available online or in post a charge of £10.00 (inc VAT) may be applied to your account for each copy bill.
- 7.5. In cases of confirmed meter interference (abstraction of electricity) we reserve the right to pass on the resulting additional administrative costs of £200 (inc VAT) and the cost of the unbilled consumption, as produced by NIE Networks (Network Operator), at the prevailing tariffs.
- 7.6. We reserve the right to pass on any other charges reasonably accrued in relation to the administration and upkeep of your account.

8. Security Deposit

- 8.1. We may ask you to pay a deposit as security against payment for your electricity in line with our licence requirements. We may request a security deposit if:
- a) You do not meet our credit criteria and our credit checks indicate to us that this is an appropriate payment method for you; or
 - b) You fail to pay or are late in paying any amount due to us (including but not limited to any security deposit requested)
 - c) You do not pay for your electricity by direct debit or by pay-as-you-go keypad meter.
- 8.2. If you do not wish to provide a deposit, you may choose to pay for your electricity by monthly direct debit or through a pay-as-you-go keypad meter (if we are reasonably able to supply one). If we ask you for a deposit and you do not either pay the deposit or make payments by direct debit, we will insist on installing a pay-as-you-go keypad meter.

- 8.3. If you owe us money and are ending this Agreement, we may keep any deposit you have paid and use this to reduce any debt you owe us. The amount we keep will not be more than the amount you owe us. Any money received from you as a deposit and not used to reduce any debt you owe us will be returned:
- a) Within 28 days of supply ending under this Agreement
 - b) If you subsequently choose to pay for your electricity by monthly direct debit or through a pay-as-you-go keypad meter.

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

- 8.4. Subject to clauses 8.1, 8.2 and 8.3 if for a 12 month period from the date of provision of a security deposit in relation to your account you have paid all charges for the supply of electricity within 28 days of receipt of a written demand the security deposit shall be repaid to you within 28 days from the end of that 12 month period.

9. Terms of Connection

- 9.1. To receive a supply of electricity under this Agreement you will require a connection with the Network Operator. The Network Operator operates the local electricity network that delivers electricity to your premises, and has appointed us to act as its agent, to enter into a connection Agreement with you on standard terms. It is a condition prior to a supply of electricity from us to you under this Agreement, that you have a standard connection agreement in place with the network operator and that you abide by its conditions (which shall be 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 standard connection agreement with the Network Operator for connection of your Supply Point(s) at the relevant address to its network.
- 9.2. You are entitled to negotiate terms of connection of your supply point(s) at the Relevant 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 standard connection agreement in force for your supply point(s) at the Relevant address with the Network Operator and you must inform us if that standard connection agreement terminates.
- 9.3. The Network Operator may deem that a standard connection agreement in the name of a previous occupant of the Relevant Address shall apply to you. In that case, you do not need to enter into a new standard connection agreement, but you must keep to the conditions of the existing standard connection agreement
- 9.4. If you want a copy of the standard connection agreement or have any questions about it, please call the Network Operator at 03457 643 643 or visit its website at www.nie.co.uk.
- 9.5. 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 643 653.

- 9.6. Your electricity meter is owned, serviced and read by NIE Networks (the Meter Provider). We're not responsible for any damage caused by the meter or by any representatives of the Meter Provider who may attend at your premises in connection with the meter and you should contact the Meter Provider in such circumstances.
- 9.7. Meter readers must have easy access to read your meter. The meter must also be in a safe, secure and weatherproof position. If it is not, or is not easy to access, you must agree a suitable position with the Meter Provider and make arrangements for the meter to be moved. Metering equipment is presumed to be accurate. You should notify us, or the Meter Provider without delay if you do not accept its accuracy. Where such notification is given the metering equipment will be examined as soon as practicable. You should also notify us, and the Meter Provider without delay if you believe that there has been damage to or interference with the metering equipment. You agree to provide us with all relevant information, which we may reasonably require.
- 9.8. You must allow the Meter Provider safe access to the meter at any time in an emergency. You must also provide access to the meter at all reasonable times to enable the Meter Provider to:
- a) Install, repair, remove or replace the meter; or
 - b) Read, test or inspect the meter; or
 - c) Cut off or reconnect your supply.
- 9.9. If anyone else at the relevant 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 relevant Address who uses the electricity supplied to the supply point by extension of clause 4.15.

10. Cutting off your Electricity Supply

- 10.1. Your supply may be cut off by NIE Networks from time to time, for example, to carry out repairs or maintenance to the network. Supply may also be cut off upon your request
- 10.2. Where we cut off your supply subject to clause 10.1 you must pay any reasonable costs incurred in disconnecting the supply point at the relevant address.
- 10.3. Provided it is reasonable for us to do so we will reconnect your supply where the matter causing the disconnection has been resolved. You must pay any reasonable costs incurred in reconnecting the **supply point at the relevant address**

11. Codes of Practice

- 11.1. 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 the Regulator and cover the following areas:
- a) Payment of Bills
 - b) Services for Prepayment Meter Customers
 - c) Efficient Use of Electricity
 - d) Complaints Handling
 - e) Provision of Services for Persons who are of Pensionable Age, or Disabled or Chronically Sick

12. Making a Complaint

- 12.1. If you are unhappy with any aspect of the service, we provide please contact our Customer Service Team in line with clause 18 or see our complaints procedures as detailed in our Code of Practice on Complaints as outlined in clause 10.
- 12.2. If 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 at any time, their contact details are as follows:

Telephone: 028 9025 1600

Email: info@consumercouncil.org.uk

Website: www.consumercouncil.org.uk

Address: The Consumer Council, Floor 3, Seatem House, Alfred Street, Belfast, BT2 8EN

By fax: (your query or complaint to) 028 90 65 7701

13. Legal Liability

- 13.1. We will only be liable to you for direct losses resulting from us breaking the terms of this Agreement, negligence, or breach of statutory duty. You will only be liable to us for direct losses resulting from you breaking the terms of this Agreement or negligence. Neither party is liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any indirect, consequential or unforeseeable losses nor for the business losses including any loss of profit, loss of goodwill or loss of opportunity. However, this does not affect our right to charge you as described in this Agreement.
- 13.2. 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.
- 13.3. Our liability to you shall be limited to £100,000 for any incident or series of related incidents. If you think your loss is likely to exceed £100,000, you may wish to consider taking out an insurance policy.
- 13.4. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products.
- 13.5. Nothing in this agreement affects legal liability of either of us for causing death or personal injury by negligence. In addition, this Agreement does not affect your legal rights, including your rights under the Consumer Protection (NI) Act 1987.
- 13.6. Neither party is liable where this Agreement is broken due to circumstances outside the reasonable control of the person breaking the Agreement. In particular, NIE Networks is responsible for the quality of the supply of electricity to you and its continuity. The quality and continuity of your supply are outside our reasonable control.

14. Notices

- 14.1. Any notice or other communication 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. 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. Governing Law

- 15.1. This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of Northern Ireland
- 15.2. Each party irrevocably agrees that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).
- 15.3. If any clause or part clause of part of this Agreement is, is found to be, or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant clause or part clause shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

16. Assignment

- 16.1. You may not assign or transfer this Agreement, or any of the rights or obligations arising from it without our prior written agreement from us.
- 16.2. Save where we have agreed for you to transfer this agreement to someone else under 16.1. Nobody else has any rights under this Agreement. This Agreement is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the Agreement or make any variations to it.
- 16.3. 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). We will contact you to let you know if we plan to do this.
- 16.4. On assignment or transfer, we may hand over your security deposit and any interest in that deposit to the party relevant in Clause 16.2 or refund it to you.

17. Waiver

- 17.1. A waiver of any right or remedy under this Agreement or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by us to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

18. Data Protection

- 18.1. We acknowledge and respect your right to privacy. We also acknowledge our obligations under the European General Data Protection Regulation. Which will amend existing data protection laws and place enhanced accountability and transparency obligations on organisations when using your information. The GDPR will also introduce changes which will give you greater control over your personal information, including a right to object to processing of your personal information where that processing is carried out for our business purposes.
- 18.2. How we collect, use, store and share your data is set out fully in our Data Protection statement and privacy policy which is available on our website through our privacy centre at budgetenergy.co.uk or through the contact details outlined at the top of these General Terms and Conditions.
- 18.3. We will use the personal information you provide to us to provide you with an effective service. This includes your name, address, and contact details, information relating to your consumption of electricity, billing, and payment data. Where appropriate, we may also hold information supplied by you, such as credit card or debit card information or information relating to special circumstances you may have. We may keep your data for a reasonable period after you cease to be supplied by us, but will not keep it for any longer than is necessary and/or as required by law:
 - a) To supply electricity to you;
 - b) To process your payment for the supply of electricity to you; and
 - c) To give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.
- 18.4. We may pass your personal information to credit reference agencies. Where we extend credit to you for the supply of electricity we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.
- 18.5. 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.
- 18.6. 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.
- 18.7. Information you provide, or we hold may be used by us, our employees, and our agents, to help:
 - a) Identify you when you call; and/or
 - b) With the detection and prevention of crime, fraud, and loss; and/or
 - c) With the administration of accounts, services, and products; and/or
 - 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.
- 18.8. Information can be shared between us and third parties who provide or receive services in relation to this Agreement to fulfil our obligations. Such third parties are permitted to use your data only as instructed by us. They are also required to keep your data safe and secure.

- 18.9. We will use the information we have about you and your account to administer your account and provide our services and products and comply with our duties under the law. This includes processing information for the purposes of setting up, monitoring, and managing your account, obtaining credit references, implementing a change of supplier, obtaining, maintaining, and exchanging information on meter points, reporting to the Authority and government departments, billing, and call data management.
- 18.10. You agree to provide us, promptly and free of charge, with any information, which we reasonably request in connection with these purposes.
- 18.11. From time to time you may speak to our employees (or agents acting on our behalf) by telephone. To ensure that we provide a quality service, your telephone conversations may be recorded. We will treat the recorded information as confidential and it will only be used for training/quality control, account management and customer satisfaction purposes.
- 18.12. Where the law requires, we may disclose Your Personal Data to authorities such as the PSNI, Local Authorities or regulatory bodies
- 18.13. We may share information about you and your account with other electricity suppliers, financial institutions and with credit reference agencies. We will release your account details to any organisation to whom we may transfer our rights or obligations under this Agreement.
- 18.14. Upon payment of a fee and by written request to:

Compliance Department:

Budget Energy Ltd,
30-32 Balliniska Road
Springtown Industrial Estate
Derry/Londonderry
BT48 0LY

You are entitled to a copy of the personal data held about you by us, as provided for under the General Data Protection Regulation (GDPR). You also have the right to require us to correct any inaccuracies in your information. Your additional rights are highlighted in our privacy policy within the 'Privacy Centre' on the Budget Energy website.

- 18.15. If you transfer to a new supplier and you owe us money, we may tell the new supplier about the debt.

19. TERMS

Agreement means the application for the supply of electricity you have either signed or agreed on the telephone or on line; these general terms and conditions; the customer agreement form; the terms and conditions specific to your tariff and appendix to these general terms and conditions.

Available/Authorised Capacity means the kVa normally made available to you through your Supply Point(s) as may be specified by Network Operator in your Connection Agreement.

Charges/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.

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.

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

"Domestic Customer": means a Customer supplied with electricity at a domestic premise;

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 Networks Limited, or such other company as may be appointed to provide, install, maintain and administer the metering equipment.

Network Operator means Northern Ireland Electricity Networks 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.

Relevant Address means the address within which the relevant meter it has been agreed with us to supply electricity to.

Regulator means the Northern Ireland Authority for Utility Regulation, which regulates the electricity industry.