

NI Domestic Electricity Customer Agreement Form

Please remember to include a copy of your latest electricity bill with this Agreement Form



Airtricity Energy Supply (NI) Ltd, 2nd floor, 83-85 Great Victoria Street, Belfast BT2 7AF

Tel: 0845 603 4444

Email: sales@airtricity.com

Airtricity.com

* Denotes mandatory fields

1: CUSTOMER DETAILS (BLOCK CAPITALS PLEASE)

NIE Customer Number

I am aware of the 10 day cooling off period Yes No

Existing/Previous Airtricity Customer Account No.

MPRN Number
MPRN number is an 11-digit number to be found on top right hand corner of your electricity bill

Promotional Code (If applicable)

* Product Selection

* Account Name 1 Mr Ms Mrs Other

* First Name

* Last Name

* Account Name 2 Mr Ms Mrs Other

* First Name

* Last Name

* Principal Account Holder Date of Birth D M Y

Email Address

Please give active email address as this may be used for important communication

* Contact Number Mobile

Telephone

Do you own this premises Yes No

How long have you been at this address Years Months

Landlord Details Name

Address of Landlord

Telephone of Landlord

2: BILLING DETAILS

* Building Name

* Street

* Town/City

* County

* Postcode

* Premises Address (if different from above)

* Building Name

* Street

* Town/City

* County

* Postcode

9: DATA PROTECTION

We may hold the information provided for the purpose of supplying you with electricity, servicing your arrangements with us and as otherwise described in clause 13 of the Standard Terms and Conditions. Occasionally, we may advise you by letter, phone, electronic mail or SMS of services or products which we believe that you may be interested in. If you do not want to receive such details please exercise your right of opt-out either (a) by writing to us at: Airtricity Energy Supply (NI) Ltd, Data Protection Opt-out, FREEPOST, 2nd Floor, 83-85 Great Victoria St, Belfast BT2 7AF.; or (b) by emailing us at unsubscribe@airtricity.com. Please include your account/MPRN number on all correspondence.

10: DIRECT DEBIT MANDATE FORM: Please complete part 1 to 4 to instruct your Bank/Building Society/Credit Union to make payments directly from your account.

1: To the Manager of the Bank/Building Society/Credit Union

2: Name(s) of Account Holder(s)

3: SPECIAL SERVICES/NEEDS (If applicable)

Customer special services/Medical special needs

Are all occupiers residing at this address of state pensionable age and / or under 18 years of age? Yes No

Does anyone residing at your home require special services? Yes No

Is anyone residing in your home dependent on life support electrical medical equipment? Yes No

If yes we will send you a priority support registration form which you must complete and return to us in order to be registered.

Visually impaired Speech impaired Hearing impaired

Language difficulty Mobility impaired Dexterity impaired

4: CUSTOMER METER READINGS

If there is a delay in meter registration, the reading(s) you provide may not be used by Airtricity for agreement start date

Meter Number

24 Hour Meter Reading

Day Meter Reading

Night Meter Reading

Heating/Off-Peak Reading

Date of Reading D M Y

If you have more than 1 meter, please submit details on a separate sheet

5: PAYMENT DETAILS

* Payment Method Direct Debit

Payments by means other than Direct Debit shall require me to provide a minimum credit deposit of £200 per MPRN. Deposit required? Yes No

Rental Property: Payments by Direct Debit shall require me to provide a minimum credit deposit of £200 per MPRN. Deposit required? Yes No

6: ADDITIONAL DETAILS

Would you like to receive your bill as an e-Bill? Yes No

An email notification is sent to you to inform you when your bill is ready to be viewed in PDF format online. You will not receive a paper copy of your Airtricity bill.

Receive an alert to submit your meter readings: SMS Alert Email Alert

Where did you hear about us?

7: DECLARATION

I confirm that the information that I have provided is correct; the supply address is currently supplied with mains electricity and is a residential premises and you may: (a) use the information to make or obtain enquiries, searches and references about me (including my previous consumption history) from any person including any credit reference agency, my previous electricity supplier or the electricity distributor; (b) keep and use information about me, which may also be disclosed to, and used by other persons as necessary, for administering my account and/or for processing my data/information and/or your business generally, for assessing applications for credit by me and for fraud prevention, tracing debtors and/or debt collection; and I understand this document is a legally binding offer by me to Airtricity Energy Supply (Northern Ireland) Limited which may, upon acceptance, request a security deposit from me. I have read and agree to the General Terms and Conditions AL3/NI/DOM/TC1. I confirm that I am authorised to make this declaration and sign this form.

Signature Date D M Y

8: TO BE COMPLETED BY AIRTRICITY REPRESENTATIVE (if applicable)

Rep Name

Date D M Y Move in Date D M Y

Change of Tenancy New Sign Up

Additional information

For official use only

Airtricity Account Number

Airtricity Identification Number **8 6 1 2 1 4**

Signature Date D M Y

Signature Date D M Y

There may be a charge for unpaid Direct Debits to cover administration costs.

THE DIRECT DEBIT GUARANTEE: (This guarantee should be detached and retained by you)

- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit, Airtricity will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Airtricity to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit by Airtricity or your bank or building society,

- you are entitled to a full and immediate refund of the amount paid from your bank or building society.
- If you receive a refund you are not entitled to, you must pay it back when Airtricity asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.



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Receive an alert to submit your meter readings: SMS Alert Email Alert

Where did you hear about us?

7: DECLARATION

I confirm that the information that I have provided is correct; the supply address is currently supplied with mains electricity and is a residential premises and you may:(a) use the information to make or obtain enquiries, searches and references about me (including my previous consumption history) from any person including any credit reference agency, my previous electricity supplier or the electricity distributor;(b) keep and use information about me, which may also be disclosed to, and used by other persons as necessary, for administering my account and/or for processing my data/information and/or your business generally, for assessing applications for credit by me and for fraud prevention, tracing debtors and/or debt collection; and I understand this document is a legally binding offer by me to Airtricity Energy Supply (Northern Ireland) Limited who may, upon acceptance, request a security deposit from me. I have read and agree to the General Terms and Conditions AL3/NI/DOM/TC1. **I confirm that I am authorised to make this declaration and sign this form.**

Signature Date

8: TO BE COMPLETED BY AIRTRICITY REPRESENTATIVE (if applicable)

Rep Name

Date Move in Date

Change of Tenancy New Sign Up

Additional information

3: Bank/Building Society/Credit Union Account No. Sort Code

Banks/Building Societies/Credit Unions may decline to pay Direct Debit from some types of accounts.

4: Please pay Airtricity Energy Supply (Northern Ireland) Limited Direct Debits from the account details on this instruction subject to the safeguards assured by The Direct Debit Guarantee. I understand that this instruction may remain with Airtricity Energy Supply (Northern Ireland) Limited and if so, details will be passed electronically to my Bank/Building Society/Credit Union.

Signature Date

Signature Date

There may be a charge for unpaid Direct Debits to cover administration costs.

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- you are entitled to a full and immediate refund of the amount paid from your bank or building society.
- If you receive a refund you are not entitled to, you must pay it back when Airtricity asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.



AL3/NI/DOM/TC1



Standard Terms and Conditions for the Supply of Electricity to Metered Premises [AL3/NI/DOM/TC1]

General Terms and Conditions for the supply of electricity by Airtricity Energy Supply (Northern Ireland) Limited to domestic premises in Northern Ireland.

1. Definitions, Explanation and Scope of Agreement

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

"Address": the address(es) at which your Supply Point is located;

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

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

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

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

"Equipment Charges": means charges that we are required to pay to the Meter Provider or incur ourselves where work is carried out on the Equipment and include, but are not limited to the following: (a) damage to the Equipment [including your meter] if the damage is your fault; (b) carrying out a meter accuracy test if you ask for this and we do not find a fault with the meter; (c) warrants of entry that may have to be applied for; and (d) visits to the Address relating to inspecting or changing the meter;

"Meter Provider": means Northern Ireland Electricity plc, or such other company as may be appointed to provide, install, maintain and administer the Equipment. For queries about your meter telephone 08457 643 643 or e-mail customercontact@nie.co.uk;

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

"our": belonging to Airtricity Energy Supply [Northern Ireland] Limited;

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

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

"Regulator" means the Northern Ireland Authority for Utility Regulation [which may be contacted by telephone at 028 9031 1575 or by visiting their website at www.niar.gov.uk for any other competent successor body or authority];

"SCA" means the connection agreement between the Network Operator and you for connection of your Supply Point(s) at your premises to the local distribution network [as further described in clause 16.1];

"Start Date": means in respect of each supply point at the address, the date(s) that we tell you that the supply of electricity will start or as soon as possible thereafter;

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

"Unit" means the measurement of each tariff component for the supply of electricity by us [and by way of example only means in respect of the charge for electricity consumed, a kilowatt hour];

"we" and "us": Airtricity Energy Supply [Northern Ireland] Limited [trading as Airtricity Energy Supply Limited] and/or our permitted successors and assignees;

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

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

1.3 This Agreement applies if you are a Domestic Customer (as defined in the electricity supply licence granted to us). In general, you will be a Domestic Customer if you are taking electricity wholly or mainly for a domestic purpose. This includes but is not limited to the use of electricity in the following types of premises: (a) a house; (b) flat or other self-contained dwelling; (c) certain types of residential accommodation such as a child's home, hospice or care home; (d) a caravan or houseboat; or (e) self-catering accommodation.

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

1.5 If you are elderly or have a disability, or depend on life saving electrical equipment, we may have special services applicable to you. These are set out in our Code of Practice [special services] (see clause 17 for further details).

1.6 As your supplier, we arrange for delivery of electricity to your premises. The Network Operator is responsible for the quality and continuity of your supply and you have a legal contract with them. Please refer to clause 16 below for more information about the role of the Network Operator.

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

2. Electricity Supply

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

2.2 You agree to pay for any Equipment Charges.

2.3 If the supply of electricity meter is owned, serviced and read by the Meter Provider. We are not responsible for any damage caused by the meter or by any representatives of the Meter Provider who may attend at the Address in connection with the meter and you should contact the Meter Provider in such circumstances. You shall allow the Meter Provider or any other person nominated by us, access to the Address, at all reasonable times and at any time in an emergency. This is so that we can inspect, install, test, operate, calibrate, replace, maintain, repair, renew, remove, disconnect and reconnect the Equipment under the terms of this Agreement [including taking readings].

2.4 We are responsible for making sure the Equipment is protected and kept in safe condition. Meter readers must have easy access to read your meter. The meter must also be in a safe, secure and weatherproof position. If it is not, or is not easy to access, you must agree a suitable position with the Meter Provider and make arrangements for the meter to be moved. You must let us or the Meter Provider know immediately if the Equipment is interfered with or damaged.

2.5 If anyone else at the Address uses the electricity supplied to the Supply Point, you will be responsible for making sure the electricity and for paying any Electricity Charges incurred and any other appropriate or associated charges incurred from time to time. We are also entitled to claim part or all of the money owed from anyone else at the Address who uses the electricity supplied to the Supply Point.

3. Change of Supplier

3.1 If we take over the supply of electricity, you: a) allow us to ask for information about your previous electricity supply and disclose this information to relevant parties in order to carry out our responsibilities; and b) will give us an electricity meter reading for the Start Date (see over) or allow us to obtain an actual meter reading at the Address.

4. Price and Payment

4.1 The Meter Provider is responsible for reading the meter at the Supply Point on our behalf. Meter readings will normally be assumed to be correct. Where we believe the meter readings are inaccurate or they are not available or we are not able to get access to your meter we will make a reasonable estimate and send you a bill or statement. Where we have used an estimated meter reading for a bill, you can access our website or contact our Customer Services Department for more information. Your meter reading on your next bill will be adjusted accordingly. The Meter Provider will seek to access your Address to take a meter reading at least once every 12 months. If you or we discover that any meter reading has been inaccurate or omitted, or the readings have not been converted into Electricity Charges correctly, we shall either debit your account in a subsequent bill or statement if you owe us money or we shall credit your account in a subsequent bill or statement in respect of any money that is due to you [as appropriate].

4.2 We will make and send you a statement of account in accordance with our Prices published by us from time to time. We will send you regular bills and/or statements which will set out separately the Electricity Charges and will identify the amount payable by you. You must pay the amount due in full by the date set out in your bill and/or statement without deduction or set off and part payment won't release you from your obligation to pay. We will apply VAT at the appropriate rate to all Electricity Charges. If you do not use your supply wholly for domestic purposes, it is your responsibility to give us the information we need to apply VAT at the correct rate.

4.3 If any payments are late we will charge you (i) interest (using the rate that we apply at the time) and (ii) reasonable costs of trying to recover overdue payments. We may charge you for the costs of collecting late payments, which may include, but is not limited to: (a) where we visit your Address; (b) where we get a warrant of entry and carry it out, and where we incur any tracing costs; (c) where your bank returns a cheque to us unpaid, or rejects a direct debit, because there is not sufficient money in your bank account; or (d) any third party costs that we incur in recovering or collecting the late payment.

4.4 If you disagree with the meter reading or the amount of money that we have debited on any of your bills/statements issued. Once the dispute is settled or closed you must pay any amount that is still owed if the Electricity Charges were correct or we will adjust your account accordingly if the Electricity Charges were not correct. If you have an account with us at other premises, we may transfer any credit or debit between your accounts in order to recover any money you owe us.

4.5 If you pay us any amounts under this Agreement, we will apply the sum received against the Electricity Charges in the order in which they became due and we will credit or debit your account with any balance [if any] in your next bill or statement.

4.6 You must pay us by one of the methods agreed by us. If you don't provide or you withdraw a direct debit instruction or you do not pay by one of the payment methods agreed by us [as appropriate], we may change the frequency of your bills and alter the Prices accordingly and we may require you to pay a security deposit, some of our tariffs are calculated based on estimated consumption over a 12 month [or shorter] period. If you pay an equal amount each month for your electricity by direct debit or by any other payment method agreed by us [as appropriate], we may change the monthly amount payable by you and/or the number of months for which you will pay the equal amount following [for example] a review of your actual electricity usage or change in the Electricity Charges. You will be liable for any costs associated with this following recalculation of your bills or statements.

4.7 If you make any appointment with us to inspect us and our tariffs are calculated based on estimated consumption over a 12 month [or shorter] period. If you pay an equal amount each month for your electricity by direct debit or by any other payment method agreed by us [as appropriate], we may change the monthly amount payable by you and/or the number of months for which you will pay the equal amount following [for example] a review of your actual electricity usage or change in the Electricity Charges. You will be liable for any costs associated with this following recalculation of your bills or statements.

4.8 If you are unable to pay a security deposit, some of our tariffs are calculated based on estimated consumption over a 12 month [or shorter] period. If you pay an equal amount each month for your electricity by direct debit or by any other payment method agreed by us [as appropriate], we may change the monthly amount payable by you and/or the number of months for which you will pay the equal amount following [for example] a review of your actual electricity usage or change in the Electricity Charges. You will be liable for any costs associated with this following recalculation of your bills or statements.

4.9 Except in the case of emergency under clause 15, if we for the Meter Provider or the Network Operator) suspend, disconnect or reconnect your electricity supply or arrange for your meter to be repositioned you might be charged for this.

4.10 If you have a meter that is not a smart meter or an existing electricity meter, you should contact the Meter Provider to arrange for your meter to be reprogrammed and/or replaced for a charge [and you will be liable to pay us for any such charges].

4.11 If you request a visit to the Address to check the Equipment you might be charged for this.

4.12 We may vary the Prices [and we may, for the avoidance of doubt, pass through to you any variation in the Prices for the Pass Through Charges]. We will publicise details of these variations in accordance with our supply licence. Up to date information on our Prices and any Pass Through Charges can be found on our website at www.airtricity.com or it can be obtained by contacting our Customer Service Department in accordance with clause 18.

4.13 You agree to pay our other charges relating to your electricity supply, including: (a) reasonable charges for providing copy bills or statements where requested by you; and (b) other reasonable costs that arise if we have to take action because you break the terms of this Agreement.

4.14 From time to time, we may [in our sole discretion] offer certain specified categories of electricity supply to you, which may include special tariffs [including, by way of example only, a reduced unit rate price for electricity consumed] for a certain period of time to be determined by us in our sole discretion.

4.15 For the avoidance of doubt, we are not required to notify you of any special tariffs introduced by us from time to time in accordance with clause 4.14 and we shall have no liability to you in the event that you have not availed of any special tariff offered by us from time to time in accordance with clause 4.14. In the event that you are not on a special tariff or you have chosen the incorrect tariff for you, we will not be held responsible for this or any charging that has occurred due to you not being on a special tariff or your incorrect selection.

5. Security Deposit

5.1 We may request a security deposit from you in advance of the provision of electricity supply as security against payment for your electricity. During the term of supply we may increase an existing security deposit or request a new security deposit from you if: (a) you don't meet our credit criteria; (b) you fail to pay or are late in paying any amount due to us; (c) you have any outstanding or disputed bills; or (d) you have any other arrears for your electricity by direct debit; or (e) as a result of your conduct. If you don't provide a security deposit for whatever reason we may disconnect your supply and recover from you any costs reasonably incurred and you will be required to pay us the cost of disconnection and of subsequent reconnection [if any].

5.2 In addition to any rights we may have under this Agreement, any security deposit held may be used to offset any unpaid monies due to us. The amount that we keep will not be more than the amount you owe us.

5.3 The security deposit may be refunded if you pay the Electricity Charges by direct debit or upon finalisation of your electricity account with us, taking into account any unpaid Electricity Charges. You must provide us with the address to which cheques should be sent or details of the bank account to which payment should be sent.

5.4 If you experience any difficulty in paying the amounts due to us under this Agreement please contact us immediately so that we can provide advice, and where appropriate, agree a payment plan, or other arrangements with you. Further details of these other arrangements are set out in our Codes of Practice [bill payment and customers with payment difficulties] [see clause 17].

6. Termination

6.1 The supply of electricity at any Supply Point may be discontinued: (a) on the day requested by you, provided that: (i) on the day of termination, either another supplier has already started to supply electricity to the Supply Point or the Supply Point has been disconnected; and (ii) if we agree [where permitted] that no monies remain outstanding from you; or (b) on the date requested by us, provided that: (i) you have not provided us with 7 working days' prior written notice and you provide us with a meter read for the day of termination. Otherwise it will terminate on the first to occur of: (i) the second working day after you've given us written notice provided that you have given us a meter read for the day of termination; or (ii) the day that the meter(s) at the Address is next read; or (iii) the date that electricity is supplied to the Address by another registered supplier.

6.2 If you don't give the necessary notice under clause 6.1 you will remain liable for all amounts due under this Agreement until the date of termination and we will estimate your annual meter reading if you do not provide one.

6.3 You may end this Agreement at any time within 7 working days from the date you accepted it on the phone, online, moved into the Address or had your Supply Point(s) connected to the local electricity network. To do this, simply write to our Customer Service Department in accordance with clause 18, stating your name, address and contact number.

6.4 We adopt procedures, which aim to avoid disconnecting your Supply Point(s), if you have difficulty in paying your bills. Our Code of Practice [bill payment and customers with payment difficulties] sets out the procedures we will follow to avoid disconnecting your supply. However, we may end this Agreement by written notice if: (a) you are in material breach of this Agreement; or (b) you have not paid a security deposit when requested; or (c) your electricity consumption is in excess of what we deem [acting reasonably] to be appropriate for a Domestic Customer; or (d) we give you 28 days' notice of our intention to terminate this Agreement; or (e) we have good reason to suspect fraud or money laundering; or (f) we have good reason to believe the information you've given us is false or misleading; or (g) you fail to provide us with the data we require to register you for a supply of electricity; or (h) you are the subject of insolvency or bankruptcy proceedings; or (i) we are unable to provide you with a supply of electricity [including, but not limited to, where we lose our supply licence]. For the avoidance of doubt, if we end this Agreement, you are still liable to pay any amounts that you owe us. If we end this Agreement pursuant to clause 6.4(a), (b), (c), (f), (g) or (h) [inclusive] above, we may recover any reasonable charges incurred in discontinuing the supply. Costs may include the cost of visits to your Address. Provided it is reasonable for us to supply you, we will reconnect your supply when the matter has been resolved. You are responsible for any reasonable costs of reconnection for the Meter Provider.

6.5 This Agreement shall terminate on direction if the Regulator directs another electricity supplier to supply the Address.

6.6 If either we or you fail to fulfil any obligations under this Agreement [other than payment obligations] because of an event or circumstance outside its reasonable control, that failure will not be a breach of this Agreement for the duration of that event or circumstance. The Network Operator is responsible for the quality of the supply of electricity to you and we continue accordingly, we shall not be liable for the quality and continuity of your electricity supply which are outside our reasonable control.

6.7 The termination of this Agreement will not affect the rights and obligations of either party existing before such termination.

6.8 We may also cut off your electricity supply if we have to do so by law or in an emergency. Your supply may also be cut off by the Network Operator from time to time, for example, to carry out repairs or maintenance to the network. We may ask the Network Operator to cut off supply on our behalf.

6.9 If you have ended this Agreement and moved into new premises and would like us to continue to supply your electricity at your new premises, please contact our Customer Services Department in accordance with clause 18. You will need to tell us your new address and the date you wish the supply to commence.

7. Transfer of Information

7.1 You agree that we may request or transfer any information in connection with your electricity supply to: (a) a previous supplier to us; (b) us to a subsequent supplier; or (c) to or from the Regulator, the Network Operator and/or the Meter Provider.

7.2 If you are transferring to a new supplier, you agree that we may give your new supplier any relevant details to help with your transfer. If you owe us money, you agree that we may advise your new supplier, and agree to transfer the debt to your new supplier for them to collect, giving them full details of the amount you owe.

8. Assignment and Contact Details

8.1 This Agreement is personal to you and you may only transfer it to someone else with our consent.

8.2 Subject to the terms of our supply licence, we may, without your agreement, assign or transfer all or any part of our rights and subcontract any of our obligations under this Agreement to a party that holds the necessary authorisation(s). Your rights under clause 6.1 won't be affected.

8.3 On assignment or transfer, we may hand over your security deposit and any interest in that deposit to the party mentioned in clause 8.2 or refund it to you.

8.4 If we need to contact you, we will use the contact details you have given to us in the application for the supply of electricity (or otherwise) or made available to us through industry processes. If you need to contact us, please telephone our Customer Service Department in accordance with clause 18.

9. Variation

9.1 We vary the terms and conditions for the supply of electricity in this Agreement at any time subject to consulting with the Consumer Council and the approval of the Regulator of the new terms and conditions. If we vary the terms and conditions, we will publicise the variation in accordance with our electricity supply licence which may include a notice on our website and/or a message on your bill/statement and/or a newspaper advertisement. An up to date copy of our terms and conditions can be found on our website at www.airtricity.com or it can be obtained by contacting our Customer Service Department in accordance with clause 18. A change to the terms and conditions does not affect your right to be able to terminate this Agreement under clause 6 if you do not accept any variation of the terms and conditions for the supply of electricity.

10. Enforcement of Rights

10.1 We can enforce any rights and obligations under this Agreement even if there is a delay in doing so.

10.2 If this Agreement is found to be unenforceable in whole or in part by any court of law or other regulatory or competent body, this will not affect any other part of this Agreement.

11. Limitation of Liability

11.1 We do not limit or exclude liability for death or personal injury caused by our negligent acts or omissions.

11.2 We will only be liable for loss or damage which is a reasonably foreseeable consequence of our breach of this Agreement up to a maximum liability of £100,000 for any incident or series of incidents in any calendar year. Neither you nor we will be liable to the other for any loss or damage which is indirect, consequential, economic or financial including loss of revenue, goodwill, opportunity, business, contract or wasted expenses. However, for the avoidance of doubt, this does not affect our right to charge you as described in this Agreement.

11.3 We will not have any liability whatsoever 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.

12. Notices

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

13. Use of Personal Information

13.1 Information you provide to us will be used by us, our employees and/or our agents, including companies within the Scottish and Southern Energy plc group [which Airtricity Energy Supply [Northern Ireland] Limited is part of] to help: (a) identify you when you call; (b) with the detection and prevention of crime, fraud and loss; (c) with the administration of accounts, services and products; and (d) contact you in writing and/or by phone and/or by email with information about other services and products offered by us and/or our carefully selected partners where you have consented.

13.2 Information can be shared between us and third parties who provide and/or receive services in relation to this Agreement in order to fulfil our obligations and in accordance with clause 7.

13.3 We may carry out credit and fraud prevention checks with licensed credit reference and fraud prevention agencies and they will retain a copy of the search. Information from your application and payment details of your account may be recorded by these agencies and may be shared with other organisations [including, but not limited to financial institutions] to help make credit and insurance decisions about you and members of your household and for fraud prevention purposes.

13.4 We may monitor or record telephone calls, to help improve our customer service, for security purposes, for administering your account and for debt recovery purposes.

13.5 Upon payment of a fee and by written request to the Data Protection Officer, Airtricity Energy Supply [Northern Ireland] Limited, Airtricity Energy Supply [Northern Ireland] Limited, 2nd Floor, 83-85 Great Victoria Street, Belfast BT2 7AF, Northern Ireland, you are entitled to a copy of the personal data held about you by us, as provided for under the Data Protection Act 1998. You also have the right to require us to correct any inaccuracies in your information.

13.6 In order to transfer your energy supply we may also need to contact your current and any previous supplier in order to: (a) establish all relevant details to help with your transfer, and (b) establish the details of any outstanding debt you may owe them. You agree with your current and any previous supplier to transfer to us the right to collect any debt you owe to that supplier and to pass over all relevant account information. If you transfer to a new supplier and you owe us money, we may tell the new supplier about the debt.

13.7 You are to let us know if a person with special needs resides or ceases to reside at the Address.

14. Governing Law

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

15. Emergencies and Safety - Electricity

15.1 You must tell us, your Network Operator immediately if you're aware of any incident that either you or your Network Operator are causing or about to cause, which could result in a supply of electricity; or (b) affects or is likely to affect the maintenance, availability and quality of service of the electricity distribution network.

15.2 The emergency contact number is 08457 643 643. Contact details are also printed on all statements and bills issued by us to you.

16. Terms of Connection

16.1 The Network Operator operates the local electricity network that delivers electricity to your premises. The SCA appears to be attached to the Address and you agree to enter into a standard terms. It is a condition precedent to us supply from us to you under this Agreement that you have an SCA in place with the Network Operator and that you keep to its conditions [as amended from time to time by the Network Operator (and approved by the Regulator)] and you agree that, by entering into this Agreement with us, you are also entering into a SCA with the Network Operator for connection of your Supply Point(s) at the Address to its network. The Network Operator is the principal under that SCA.

16.2 We have brought the terms of the SCA to your attention. The terms of that SCA are the Network Operator's Standard Connection Terms and Conditions which may be obtained by contacting the Network Operator or our Customer Service Department in accordance with clause 18. The SCA is a legal agreement. It sets out rights and duties in relation to the connection at which your Network Operator delivers electricity to, or accepts electricity from, your home or business.

16.3 You are entitled to negotiate terms of connection of your Supply Point(s) at the Address to the network that are not the same terms as the Network Operator's Standard Connection Terms and Conditions. If you do this, you must agree with the Network Operator and not with us about those terms but your supply cannot commence until you have provided us with evidence that there is a SCA in force for your Supply Point(s) at the Address with the Network Operator and you must inform us if that SCA terminates.

16.4 If you are not a SCA, you must inform us of this. We will not supply electricity to you until you have provided us with evidence that there is a SCA in force for your Supply Point(s) at the Address shall apply to you. In that case, you do not need to enter into a new SCA but you must keep to the conditions of the existing SCA.

16.5 If you want a copy of the SCA or have any questions about it, please call the Network Operator at 08457 643 643 or visit its website at www.nie.co.uk.

16.6 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 08457 643 643.

17. Customer Charter and Code of Practice

17.1 We have a customer charter which is approved by the Regulator that sets out our commitments to you as a customer in relation to levels of service. The charter can be found on our website www.airtricity.com or you may contact our Customer Service Department in accordance with clause 18 if you would like to receive a copy.

17.2 Our customer charter sets out our services for customers with special needs and details on how to join the industry register if you are a priority customer.

17.3 The customer charter also contains details of our complaints handling procedure should you have a complaint. If you have a complaint, you must agree with the Network Operator and provide details of how to contact us can be found on our website at www.airtricity.com or you contact our Customer Service Department in accordance with clause 18. If we are unable to resolve your complaint, the Consumer Council, which is an independent body, may be able to help and give you further advice. Please call them at 028 9067 2488 or 0800 121 6022, or e-mail complaints@consumercouncil.org.uk or write to the Consumer Council of Northern Ireland, Elizabeth House, 116 Hollywood Road, Belfast, BT4 1NY.

17.4 We have Codes of Practice providing guidance as to the standards we provide in the areas of bill payment and customers with payment difficulties; (b) energy efficiency; (c) complaint handling; and (d) special services [customers with special needs].

17.5 To obtain copies of our Codes of Practice please contact our Customer Service Department in accordance with clause 18 or visit our website at www.airtricity.com.

18. Customer Service Department Contact Details

18.1 Our Customer Service Department may be contacted: (a) In writing: Airtricity Energy Supply [Northern Ireland] Limited, 2nd Floor, 83-85 Great Victoria Street, Belfast, BT2 7AF, Northern Ireland (b) By telephone: 0845 601 9093 (c) By fax: 028 904 37750 (d) By e-mail: customer.services@airtricity.com

Please note, we will only deal with the named account holder for data protection purposes.

18.2 This contact information may be amended or varied from time to time. The up-to-date information in this regard will be displayed on our website and on your bill or statement.