VIRIDIAN ENERGY SUPPLY LIMITED T/A ENERGIA

Default Customer Scheme

made by Viridian Energy Supply Limited t/a Energia under paragraph 3 of Schedule 6 of the Electricity (Northern Ireland) Order 1992 (as amended by the Electricity Regulations (Northern Ireland) 2007) and Section 12 of the Energy Act (Northern Ireland) 2011

WHEREAS:

(A) Pursuant to Paragraph 3 of Schedule 6 to the Electricity (Northern Ireland) Order 1992 as inserted by regulation 5 of the Electricity Regulations (Northern Ireland) 2007 and Section 12 of the Energy Act (Northern Ireland) 2011 there is provision for deemed contracts for the supply of electricity and gas where an energy supplier supplies electricity or gas to any premises otherwise than pursuant to a contract.

(B) The Regulations provide that each electricity or gas supplier shall make (and may from time to time revise), a scheme for determining the terms and conditions which are to be incorporated into deemed contracts (the “Default Customer Scheme”).

(C) The Default Customer Scheme shall comprise the terms and conditions contained in this Agreement.

1. Interpretation

1.1 Except where the context otherwise requires:

“Agreement” means this Deemed Contract, the Default Customer Tariff Plan and the General Terms and Conditions for Supply which can be found on Energia’s website www.energia.ie or by contacting our Customer Helpline on 0845 0730099;

“Authority” means the Northern Ireland Authority for Utility Regulation established under Article 3 Part II of the Energy (Northern Ireland) Order 2003 as amended by Article 3 of the Water and Sewerage Services (Northern Ireland) Order 2006;

“Commencement Date” means the date on which Energia began supplying Energy to the Default Customer;

“Connection Agreement” means the agreement between the Relevant System Operator and the Default Customer for connection of the Default Customer’s premises to the Distribution System;

“Customer” means Domestic Customers and Non-Domestic Customers;

“Deemed Contract” means this contract deemed to be made between Energia and a Default Customer by virtue of the Regulations;

“Default Customer” means a customer supplied with Energy by Energia otherwise than in pursuance of a contract, including where:

(a) the owner or occupier takes a supply of Energy which has been conveyed to those premises by an electricity or gas distributor;
(b) that supply is not made by the holder of a supply licence under Article 10(1)(c) of the Electricity Order or pursuant to an exemption under the Electricity (Class Exemptions from the Requirement for a Licence) Order (Northern Ireland);

(c) Article 8(1)(c) of the Gas Order; and

(d) a supply of Energy so conveyed has been previously made by an Energy supplier;

“Default Customer Tariff Plan” means the document, as amended by Energia at its absolute discretion from time to time to reflect changes in the cost of supplying Energy, containing the price a Default Customer pays for Energy in pence per kilowatt hour as well as any charges which the Default Customer is obliged to pay for the supply of Energy, a copy of which can be obtained by contacting our Customer Helpline on 0845 0730099

“Distribution System” has the meaning ascribed to it in the General Terms and Conditions for Supply;

“Domestic Customer” means a customer supplied, or requiring to be supplied with Energy at a domestic premises;

“Energy” means electricity or gas (as applicable);

“Energia” means Viridian Energy Supply Limited t/a Energia, a company with registration number NI35800 whose registered office is at Greenwood House, 64 Newforge Lane, Belfast, BT9 5NF;

“Electricity Order” means the Electricity (Northern Ireland) Order 1992, as may be amended from time to time;

“Energy Act” means the Energy (Northern Ireland) Act 2011, as may be amended from time to time;

“Gas Order” means the Gas (Northern Ireland) Order 1996, as may be amended from time to time;

“General Terms and Conditions for Supply” means Energia’s Terms and Conditions for Supply of Energia to Domestic and Non-Domestic Customers as published on Energia’s website from time to time and which can be obtained by calling our Customer Helpline on 0845 0730099;

“Last Resort Supply Direction” means a direction given by the Authority to a licensee that specifies or describes the premises to be supplied with Energy in accordance with the licensee’s supply licence;

“Non-Domestic Customer” means any customer other than a Domestic Customer, pursuant to Condition 25 of Energia’s Supply Licence;

“Premises” means the premises being supplied with Energy pursuant to the terms of this Deemed Contract;
“Principal Terms” has the meaning ascribed to it in Condition 1 of Energia’s Supply Licence;

“Relevant System Operator” means any person who owns or operates the gas or electricity transmission or distribution system or provides metering services in Ireland or Northern Ireland, as applicable, from time to time;

“Regulations” means the Electricity Regulations (Northern Ireland) 2007, as may be amended from time to time;

“Standard Terms and Conditions of Supply” means Energia’s Standard Terms and Conditions of Supply to Customers who have entered into an energy supply contract with Energia for the supply of Energy;

“Supplier” means any person authorised by a licence under Article 10(1)(c) of the Electricity Order to supply electricity and/or a person authorised under Article 8 of the Gas (Northern Ireland) Order to supply gas;

“Supply Licence” means the public electricity supply licence granted to Energia which has effect, in accordance with the Licensing Scheme made by the Authority under Regulation 35 of the Electricity Regulations, as if it were a licence granted to Energia under Article 10(1)(c) of the Electricity Order as amended by Regulation 6 of the Electricity Regulations and the gas supply licence granted to Energia under Article 8(1)(c) of the Gas (Northern Ireland) Order 1996.

1.2 This Agreement shall be interpreted as if it were an enactment to which the Interpretation Act (Northern Ireland) 1954 applied.

1.3 Words and phrases defined in the Electricity Order, the Gas Order, the Energy Act and the Regulations or the General Terms and Conditions for Supply and not otherwise defined in this Agreement shall have the same meaning when used in this Agreement.

1.4 Where there is any inconsistency between any of the provisions of the body of this Deemed Contract and the General Terms & Conditions for Supply, the provisions of the Deemed Contract shall prevail.

1.5 Nothing in this Agreement is intended:

(a) to qualify, limit or exclude any rights to which Energia or a Default Customer is entitled by virtue of any provision of an enactment or of the Supply Licence, or shall be treated as having any such effect; or

(b) to go beyond or be incompatible with the purposes for which this Agreement may be made, or shall be treated as doing so.

2. Duration

2.1 This Agreement shall come into effect on the Commencement Date, and shall continue to operate in respect of the Default Customer until such time as:

(a) Energia enters into another contract with the Default Customer;

(b) another Supplier begins to supply Energy to the Premises;
(c) the relevant connection is de-energised; or

(d) a Last Resort Supply Direction is given to another Supplier in relation to the Premises.

3. **Deemed Contract**

3.1 On and from the Commencement Date, a Default Customer shall be deemed to have contracted with Energia for a supply of Energy in accordance with this Agreement.

3.2 The terms and conditions contained in this Agreement may be different from Energia’s Standard Terms and Conditions of Supply. Default Customers may obtain further information regarding signing up to Energia’s Standard Terms and Conditions of Supply by contacting our Customer Helpline on 0845 0730099.

3.3 In respect of Customers that become Default Customers, Energia will take all reasonable steps to contact such Default Customers in order to provide information about taking supply of Energy from Energia, including providing Principal Terms, and to request that such Default Customers formally register with Energia as soon as reasonably practicable.

4. **Payment**

4.1 The price and any applicable charges payable by the Default Customer to Energia for the supply of Energy to the Premises shall be contained in the Default Customer Tariff Plan. The Default Customer Tariff Plan shall be deemed incorporated into this Agreement. In the event of inconsistency between the terms of this Deemed Contract and the Default Customer Tariff Plan, the terms of this Deemed Contract shall prevail.

5. **Security Deposit**

5.1 The Default Customer shall pay to Energia a security deposit if required, in accordance the General Terms and Conditions for Supply which may be obtained by calling our Customer Helpline on 0845 0730099.

6. **Estimation of Quantity of Energy Supplied**

6.1 If a meter at the Premises is not read immediately before the Commencement Date, Energia may, in accordance with procedures agreed with the Authority, determine by estimation the quantity of Energy to be treated as supplied by Energia, or taken by the Default Customer, during the period beginning with the Commencement Date and ending with the earliest of:

   (a) the time when the meter is first read after the time the Commencement Date; and

   (b) the time when Energia ceases to supply Energy to the Default Customer’s Premises, or the Default Customer ceases to take a supply of Energy at the Premises.

7. **Governing Law and Exclusive Jurisdiction**

7.1 This Agreement is governed by the law of Northern Ireland, and the courts of Northern Ireland shall have exclusive jurisdiction in relation to this Agreement.