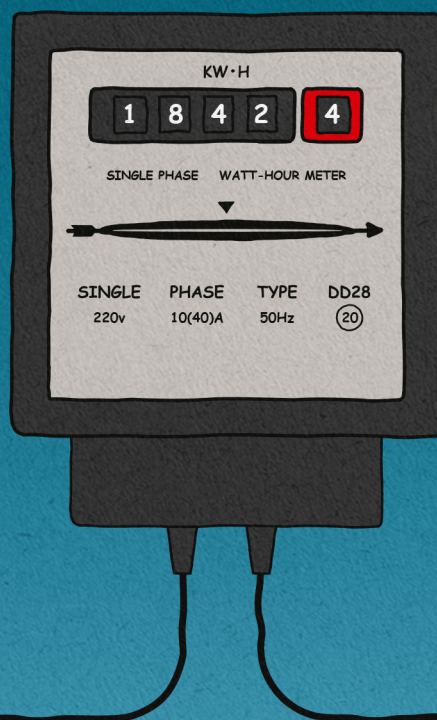


ShareTM energy



Deemed Contract Scheme for the supply of electricity

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Deemed Contract Scheme

1. Definitions

In this document:

Deemed Contract means a contract deemed to be made between Share Energy and a Domestic Customer or Non-Domestic Customer pursuant to the Deemed Contract Scheme.

Deemed Contract Scheme means a scheme for determining the terms and conditions which are to be incorporated into a Deemed Contract as required under paragraph 3(6) of Schedule 6 of the Electricity (Northern Ireland) Order 1992 and Condition 28 of the Electricity Supply Licence.

Domestic Customer means a customer supplied, or requiring to be supplied, with electricity at Domestic Premises.

Electricity Supply Licence means the electricity supply licence granted by the Utility Regulator to Share Energy pursuant to Article 10(1)(c) of the Electricity (Northern Ireland) Order 1992, as may be amended from time to time.

Last Resort Supply Direction means a direction given by the Utility Regulator to Share Energy in accordance with condition 22 of the Electricity Supply Licence.

Network Operator means Northern Ireland Electricity Networks Limited (company number NI026041) 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.

Non-Domestic Customer means a customer supplied, or requiring to be supplied with electricity at Non-Domestic Premises.

Premises means, in relation to any customer, the Premises (including any part of any land or building or structure) at which that customer is supplied with electricity by Share Energy.

Principal Terms has the meaning given in Condition 1 (Interpretation and Construction) of the Electricity Supply Licence.

Share Energy means Share Energy Trading Ltd, a company with registration number NI690170 whose registered office is at Share Energy, Catalyst Inc, Bay Road, Derry, BT48 7TG.

Utility Regulator means the Northern Ireland Authority for Utility Regulation, the independent non-ministerial government department with statutory responsibility for Northern Ireland's electricity, gas, water and sewerage industries.

2. Background

Share Energy is required, pursuant to paragraph 3(6) of Schedule 6 to the Electricity (Northern Ireland) Order 1992 and Condition 28 of the Electricity Supply Licence to make a Deemed Contract Scheme. The Deemed Contract Scheme explains the terms and conditions that will apply to a Deemed Contract.

3. Application

This Deemed Contract Scheme will apply to any electricity supply point registered to Share Energy where an occupant consumes electricity without agreeing a contract with Share Energy in advance. This situation can arise where a

new tenant moves into a new property or a vacant property and Share Energy is already the existing electricity supplier at that property but the new tenant does not contact and inform Share Energy immediately, thus consuming electricity without an agreed contract.

4. Terms and Conditions

The Terms and Conditions of Supply to a Domestic Customer under a Deemed Contract shall be the same as those applicable to a contract agreed between parties for the

same product. Current copies of Share Energy's standard terms and conditions and applicable tariffs are available on Share Energy's website or on request.

The Terms and Conditions of Supply to a Non-Domestic Customer under a Deemed Contract shall be the same as those applicable to a contract agreed between parties for the same product. Current copies of Share Energy's standard terms and conditions and applicable tariffs are available on Share Energy's website or on request.

The rate applicable to a customer's Premises, which will necessarily vary between different Premises as the rate includes charges associated with the profile of the Premises (the level of which is set by the Network Operator), will be set out in a letter sent by Share Energy to the customer.

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

The Deemed Contract will start as soon as the customer starts taking a supply of electricity from Share Energy. Share Energy will provide a copy of the Deemed Contract on request to the customer within a reasonable time upon receiving that request.

Any Deemed Contract under the Deemed Contract Scheme will terminate automatically in the event that a Last Resort Supply Direction is given by the Utility Regulator to another electricity supplier in relation to the Premises supplied under the Deemed Contract.

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

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

- setting out the principal terms of the Deemed Contract;
- informing the customer of the associated terms and conditions of the Deemed Contract; and

- to enter into a contract with the customer as soon as reasonably practicable.

Where a Deemed Contract terminates for any reason, including as a result of the Customer entering into a contract with Share Energy or another electricity supplier, Share Energy shall not demand or require the Customer to pay any termination fee, exit charge or other compensation solely because the Deemed Contract has terminated.

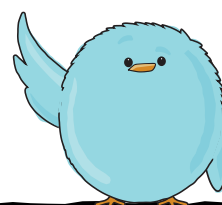
The Customer shall remain liable for charges properly incurred for electricity supplied to the premises up to the effective date of termination.

Share Energy shall take all reasonable steps to ensure that the terms and conditions of each Deemed Contract are not unduly onerous for any class of Domestic Customers or any class of Non-Domestic Customers.

For the purposes of this Deemed Contract Scheme, the terms of a Deemed Contract shall be regarded as unduly onerous for a class of customers only if the revenue derived by Share Energy from supplying electricity to the premises of that class of customers under those terms:

- (a) significantly exceeds Share Energy's costs of supplying electricity to those premises; and
- (b) exceeds those costs by significantly more than the amount by which Share Energy's revenue exceeds its costs of supplying electricity to the premises of the generality of its Domestic Customers or, as the case may be, the generality of its Non-Domestic Customers, in each case excluding from the calculation any premises supplied under a Last Resort Supply Direction.

Where a Customer is supplied with electricity under a Deemed Contract as a result of a Last Resort Supply Direction being issued in relation to the Customer's premises, this clause shall not apply for so long as that direction remains in effect.



In determining the quantity of electricity supplied to premises under a Deemed Contract, Share Energy shall act reasonably and shall take into account all available electricity consumption data relating to the premises, including meter readings (whether actual or customer-provided), historical consumption data and any other relevant factors.

Where a meter is not read at the time the Customer becomes responsible for the premises, Share Energy may estimate consumption on a reasonable basis until an actual meter reading is obtained or supply under the Deemed Contract ends.

5. Share Energy's obligations

The Deemed Contract Scheme is governed by the laws of Northern Ireland and the courts of Northern Ireland shall have exclusive jurisdiction in relation to this scheme. The law and Share Energy's Supply License, stipulate that we must act in a certain way in relation to Deemed Contracts. Share Energy's policies and procedures are designed to ensure that these obligations are met.

6. Provision of Deemed Contract Scheme

If any person requests a copy of this Deemed Contract Scheme or a Deemed Contract made under it, Share Energy shall provide a copy within a reasonable period following receipt of the request.

7. Governing Law

This Deemed Contract Scheme shall be governed by and construed in accordance with the laws of Northern Ireland. The courts of Northern Ireland shall have exclusive jurisdiction in relation to any dispute arising under or in connection with this scheme.

8. Contacting Share Energy

You can contact Share Energy via the channels below:

Web: www.share-energy.com

Email: hello@share-energy.com

Tel: 0808 304 9870

Opening hours:

Mon-Fri: 8am-7pm. **Sat:** 9am-1pm

By Post: Share Energy Team, Share Energy, Catalyst Inc, Bay Road, Derry, BT48 7TG.

Share Energy is happy to provide you with any documentation relating to your contract, free of charge.

