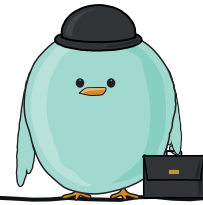


## Terms and Conditions

for the supply of non-domestic customers

Last Updated 17/05/24



## Terms and Conditions for the supply of non-domestic customers

### 1. Scope of Agreement

**1.1.** This document sets out the terms and conditions for the supply of electricity by Share Energy Trading Ltd, a company having its registered office at Share Energy, Catalyst Inc, Bay Road, Derry/Londonderry, BT48 7TG. (“Share Energy” / “we” / “us”) to a person (“you”) and for the payment for such electricity by you to us.

**1.2.** For Fixed Term Contract Customers, these terms and conditions together with the Contract that applies to your supply form the legally binding contract (“Agreement”) between you and us.

**1.3.** For Non-Contract Customers, these terms and conditions together with the tariff that applies to your supply form the legally binding contract (“Agreement”) between you and us.

**1.4.** This Agreement is for use if you are a Non-Domestic Customer (as defined in the electricity supply licence granted to us). In general, you will be a Non-Domestic Customer if you are taking electricity wholly or mainly for a non-domestic purpose.

**1.5.** If you are unsure whether you are a Non-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.

**1.6.** By entering into this Agreement you agree that you are a Non-Domestic Customer. If you cease to be a Non-Domestic Customer you agree to inform us within 7 days of the change taking place.

**1.7.** As your supplier, we arrange for delivery of electricity to your premises.

**1.8.** Northern Ireland Electricity (NIE) Networks Limited (the “Network Operator”) is responsible for the quality

and continuity of your supply and you have a separate contract with them. Please refer to section 21 below for more information about the role of the Network Operator.

### 2. When this Agreement applies and when it starts

**2.1.** Share Energy’s offer to supply energy is subject to Share Energy completing credit checks on the Customer that are satisfactory to Share Energy at its sole discretion.

**2.2.** For Fixed Term Contract Customers: This Agreement starts from the date specified on the Contract.

**2.3.** For Non-Contract Customers: This Agreement applies if you have Share Energy to be your electricity supplier. This Agreement starts from the date you agreed as the start date on the phone.

**2.4.** Where your premises are, at the date of this Agreement, connected to the electricity Distribution System operated by the Network Operator we will start supplying electricity to your premises no later than 15 working days after the Relevant Date, unless:

**2.4.1.** you request that supply starts from a later date;

**2.4.2.** a third party supplier that is registered for the premises objects to the transfer of your premises to Share Energy; or

**2.4.3.** there are circumstances beyond our control which prevent us from starting to supply by that date.

### 3. Variations to this Agreement

**3.1.** For Fixed Term Contract Customers: This Agreement may not be varied except by agreement in writing signed by both parties or with agreement by both parties on a recorded line. You agree to make any changes to this Agreement required to be made as a result of regulatory or legislative changes.

**3.2.** For Non-Contract Customers: We may change the terms of this Agreement at any time, however, we will provide you with a minimum of 21 days' notice of any impending changes. If you do not accept the changes, you may terminate this Agreement as described in section 6 (Ending this Agreement) below. We will publicise details of these changes in advance, as stated above.

## 4. Ending this Agreement

**4.1.** For Fixed Term Contract Customers: The duration of this Agreement is as specified in the Contract. Either party may, subject to 20 working days written notice being given before the end date as specified on the Contract, indicate their intention to terminate this Agreement on the end date. Where no written notice is provided by either party or no new Agreement has been signed, Share Energy will apply on a rolling calendar month basis the rates and charges applicable to our Non- Domestic Customer Standard Tariff. Those rates and charges will continue to apply until either party serves written notice indicating their intention to terminate this Agreement or until a new Agreement has been signed.

If you end this Agreement before the end date specified on the Contract you must still pay us the projected costs until the end date together with our reasonable administration costs associated with early termination.

**4.2.** For Non-Contract Customers: This Agreement continues until you or we end it. To cancel this Agreement, simply email us stating your name, address and contact number to [hello@share-energy.com](mailto:hello@share-energy.com), or you can contact us on **0808 304 9870**.

**4.3.** You can terminate this Agreement where:

**4.3.1.** you switch to another supplier;

**4.3.2.** when you move premises;

**4.3.3.** you wish to end your supply by having it cut off (subject to industry codes and procedures).

**4.4.** If you switch to another supplier, this Agreement will terminate only when the new supplier starts to supply you. You must still pay any money you owe us and for any electricity you use until the date your supply starts with the new supplier. We may give your new supplier any relevant details to help with your transfer. If you owe us money, 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.

**4.5.** If you are moving premises, you should give us at least two working days' notice before you move. If you are moving premises, this Agreement will end on the first of the following events:

**4.5.1.** on the date we agree;

**4.5.2.** when the next meter reading is due or

**4.5.3.** when someone else registers for the supply, whichever is first.

**4.6.** You must pay for all electricity used up until this Agreement ends and we will estimate your final meter reading if you do not provide one. If you would like us to continue to supply your electricity at your new premises, please contact our Customer Helpline. You will need to tell us your new address and the date you wish the supply to commence.

**4.7.** If you wish to end your supply by having it cut off, you should contact us and we will arrange for the supply to be disconnected. You must pay for all electricity used up until that disconnection takes place.

**4.8.** In order to supply electricity, we require a licence granted by the Authority in exercise of the powers conferred on it by Article 10(1)(c) of the Electricity (Northern Ireland) Order 1992. If we lose our licence, either you or we may end this Agreement immediately. Even if you do nothing, in order to make sure you do not lose supply, the Authority may direct another supplier to take over your account from us. If this happens, this Agreement with us ends automatically when the Authority's direction takes effect.

**4.9.** For both contracted and non-contracted customers, in addition to any other rights we may have, we may terminate this Agreement immediately and may request that the Network Operator withdraws your electricity supply if:

**4.9.1.** a change of credit worthiness is identified and new terms that have been offered are not met;

**4.9.2.** you do not pay any security deposit or all or any part of our charges (that are not genuinely in dispute) when due under these terms or it is not safe or reasonably practicable to install such a meter to collect the debt and future charges;

**4.9.3.** you commit a serious or repeated breach of this Agreement (for example, if we reasonably believe you have stolen electricity or deliberately interfered with a meter or any other equipment or part thereof);

**4.9.4.** we suspect that you, and/or persons, entities or third

parties connected to you, have obtained a supply from Share Energy for which there is any debt owed to Share Energy;

**4.9.5.** you are declared bankrupt, or any formal steps are taken to have you declared bankrupt or any other form of insolvency proceedings are initiated against you;

**4.9.6.** you no longer own, rent or use the premises; or

**4.9.7.** there is a risk of danger to you or other members of the public if we continue the supply.

**4.10.** When this Agreement terminates, you are still liable to pay any amounts you owe us.

## 5. Price / tariffs / charges and payment

**5.1.** For Fixed Term Contract Customers: You agree to take and pay for the supply of electricity in accordance with the rates and charges as stated in the Contract. In the event of any information provided by you or your agent being incorrect, Share Energy reserves the right to reassess and vary the charges as stated on the Contract as appropriate. You agree that we shall pass through to you all Third Party Costs incurred by us in relation to your electricity supply and that the unit price you will pay for the electricity supplied by us will vary depending on the level of such Third Party Costs. Any projections of future costs provided by us to you in relation to your electricity consumption are therefore subject to change. In order to provide you with a fixed 'energy only' rate contract we enter into hedging agreements based on your historic consumption – where there is a reduction in consumption or a change in its profile this may result in losses to us in respect of those hedging agreements (Hedging Losses) and we may recover these Hedging Losses from you as a charge.

**5.2.** For Non-Contract Customers: You agree to take and pay for the supply of electricity in accordance with our Standard Tariff rates. For details on current tariffs and applicable charges please visit our website at [share-energy.com](http://share-energy.com) or call our Customer Helpline on **0808 304 9870**. We will agree your tariff with you when this Agreement starts (except where you have taken a supply before reaching such agreement, in which case the tariff for that period will be the one we consider to be appropriate). It remains your responsibility to give us the information we need to apply the most appropriate tariff. This includes informing us of any subsequent material change to your electricity consumption pattern. Free tariff advice can be obtained by calling our customer helpline. We may change our Standard Tariff rates and charges and the way we charge at any time. We will notify you in advance of any change to the Standard Tariff rates and charges.

**5.3.** We may change our tariffs and charges and the way we charge at any time. We will publicise details of these changes in advance, giving you 21 days' notice of any changes.

**5.4.** You will receive bills from us for your electricity usage. 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 premises and you are unable to provide us with a reading before the bill is issued (usually 24 hours). You can also provide us with an actual meter reading by calling our Customer Helpline on **0808 304 9870**. We will seek to access your premises to take a meter reading at least once every 12 months.

**5.5.** Where we have used an estimated meter reading for a bill, you can call our Customer Helpline on **0808 304 9870** to submit a reading and we will issue a new bill.

**5.6.** You must allow us, or a third party service provider acting on our behalf, access to the meter at all reasonable times to enable the meter to be read.

**5.7.** 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 disagree with our estimate of your electricity usage, you may wish to contact us at our Customer Helpline or alternatively refer the matter to the Consumer Council.

**5.8.** You agree to pay our other charges relating to your supply, including:

**5.8.1.** reasonable charges for providing copy bills where requested by you;

**5.8.2.** if you are late paying;

**5.8.3.** if work has to be carried out at your meter as a result of you tampering or interfering with the meter; or

**5.8.4.** other reasonable costs that arise if we have to take action because you break the terms of this Agreement.

**5.9.** We will apply VAT at the appropriate rate to all tariffs and charges. If you do not use your supply wholly for non-domestic purposes, it is your responsibility to give us the information we need to apply VAT at the correct rate.

**5.10.** If your supply is subject to VAT at the higher rate, then the climate change levy may also be applicable. If you have been granted relief from climate change levy through one of the government schemes, you shall send the supplier

certificates to Share Energy, Catalyst Inc, Bay Road, Derry/ Londonderry, BT48 7TG at least five working days prior to their application. Relief from climate change levy cannot be backdated and we cannot accept any liability for late receipt of supplier certificates.

**5.11.** Share Energy shall not recover, or take any steps to recover, any charges for the supply of electricity from you for the Relevant Premises more than 13 months after the Back Bill Date unless during that time we have sent a bill or demand for payment for the charges or otherwise taken steps to recover the charges the effect of which has been (or will be) reflected in the next statement from us.

**5.12.** The provisions in paragraph 5.11 above in relation to the recovery of charges shall not apply where:

**5.12.1.** the recovery of, or steps taken to recover, the charges for the supply of

**5.12.2.** electricity occurred prior to [1 October 2020]; or

**5.12.3.** we were unable to comply with the above paragraph in relation to the recovery of charges due to:

**5.12.4.** our being unable to obtain an Actual Meter Reading at the Relevant Premises in respect of the period to which the charges relate, having taken all reasonable steps to do so; or

**5.12.5.** you, or any other person in the occupation of the Relevant Premises, has unlawfully taken a supply of electricity, or interfered with the metering equipment, at those premises.

## 6. Paying for supply

**6.1.** All bills are due on the date of issue. Please make sure that we receive payment in full within 14 days of the bill date unless we have agreed a different payment arrangement with you. Please tell us immediately if you have difficulty paying.

**6.2.** We offer a variety of payment methods for paying bills including payment monthly in arrears and by direct debit (monthly). Further details of these are given in our Codes of Practice (see section 13).

**6.3.** We may approve other payment schemes that are requested by you – please call our Customer Helpline if you wish to enquire about this. We reserve the right to apply different charges for the supply of electricity depending on the choice of payment method. If you do not pay promptly we may require you to pay by another payment method.

**6.4.** If you have registered as a customer jointly with other

people or entities, the expression “you” will apply to each of you and each person or entity will be responsible for paying all outstanding charges until they are paid in full. We will be entitled to claim part of the money owed from you all or, the whole sum from any of you.

**6.5.** If any amount payable by you is in genuine dispute, you must pay to us the amount that is not in dispute. When the matter has been settled, we may adjust the amount owed by you as a result. If you have an account with us in respect of another premises, we may transfer any credit or debt between your accounts in order to recover any money you owe us.

## 7. Late Payment

**7.1.** If you do not pay our bills, we will take steps to recover money you owe us, including by appointing third party debt collection agents.

**7.2.** You agree that we may charge you for the costs of collecting payments, which may include our costs (including third party charges):

**7.2.1.** where we visit your premises;

**7.2.2.** where we get a warrant of entry and carry it out, and where we incur any tracing costs; or

**7.2.3.** where your bank returns a cheque to us unpaid, or rejects a direct debit, because there is not sufficient money in your account.

**7.3.** You agree that we may charge you interest for late payment. Without prejudice to our statutory right to claim interest or other compensation for late payment, we will calculate interest on overdue accounts on a daily basis that is 3% above the Bank of England’s current base rate.

**7.4.** If you do not pay our bills we may also:

**7.4.1.** change the frequency that we send you bills or require you to pay by direct debit; and/or

**7.4.2.** require you to pay a security deposit; and/or

**7.4.3.** require you to provide a guarantor (the identity of the guarantor and the amount of the guarantee to be given by that guarantor must be acceptable to Share Energy at its discretion).

## 8. Security Deposit

**8.1.** We may ask you to pay a deposit as security against

payment for your electricity and/or ask you to make payments by direct debit. If you do not wish to provide a deposit and/or pay by direct debit we may refuse to supply you. Share Energy shall not be obliged to repay any security deposit where Share Energy considers it appropriate in the circumstances for Share Energy to retain that deposit. Small Business Premises requiring a security deposit following a credit worthiness assessment will be asked to pay no more than 3 months usage as security, in line with our Electricity Supply Licence.

**8.2.** If you owe us money and are ending this Agreement, you agree that 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:

**8.2.1.** within 28 days of supply ending under this Agreement; or

**8.2.2.** if you subsequently choose to pay for your electricity by monthly direct debit, provided you have confirmed the address to which cheques should be sent or details of the account to which payment should be made.

**8.3.** We will pay interest on the deposit when it is returned to you at the Bank of England base interest rate.

## 9. Profit Share

**9.1.** The following definitions shall apply to this section 9:

**9.1.1.** “Accounts” means the audited accounts of Share Energy for a Financial Year and the related notes to the accounts as required by law and applicable accounting standards.

**9.1.2.** “Customer Profit Allocation” means an amount equal to 50% of the Profit;

**9.1.3.** “Customer Profit Share” means an amount equal to the Customer Profit Allocation multiplied by the Customer Profit Share Percentage;

**9.1.4.** “Customer Profit Share Percentage” means the applicable percentage calculated as follows: (total amount of energy supplied to you in relevant Financial Year ÷ total amount of energy supplied to all Domestic Customers and Non-Domestic Customers in relevant Financial Year) x 100;

**9.1.5.** “Financial Year” means the financial year (within the meaning of section 390 of the Companies Act 2006) of Share Energy ending on 31 August in each calendar year];

**9.1.6.** “Profit” means, in respect of a Financial Year, [profit after tax as set out in the Accounts and as certified by the Supplier’s auditor in the Profit Statement]; and

**9.1.7.** “Profit Statement” means a statement issued by the Supplier’s auditor confirming the Customer Profit Allocation for the relevant Contract Year.

**9.2.** Share Energy shall pay you the Customer Profit Share subject to and in accordance with the terms of this section 9.

**9.3.** Within 9 months of the end of each Financial Year, the Supplier shall:

**9.3.1.** deliver the Profit Statement to you; and

**9.3.2.** credit an amount equal to the Customer Profit Share due to you to your electricity account with us.

**9.4.** You shall only be entitled to the Customer Profit Share provided the following conditions are satisfied:

**9.4.1.** you were a customer of Share Energy during the Financial Year to which the Customer Profit Share relates; and

**9.4.2.** you remain a customer of Share Energy at the time the Customer Profit Share becomes payable in accordance with this section 9. For the avoidance of doubt, Share Energy’s obligations under this clause shall cease upon you ceasing to be a customer of Share Energy.

## 10. About your electricity meter

**10.1.** Your electricity meter is owned, serviced and read by Northern Ireland Electricity (NIE) Networks Limited (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 your premises in connection with the meter and you should contact the Meter Provider in such circumstances.

**10.2.** 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.

**10.3.** 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.

**10.4.** 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:

**10.4.1.** install, repair, remove or replace the meter;

**10.4.2.** read, test or inspect the meter; or

**10.4.3.** cut off or reconnect your supply.

## 11. Meter Charges

**11.1.** You agree to pay us those charges that we are required to pay to the Meter Provider or incur ourselves where work is carried out at the meter, including but not limited to:

**11.1.1.** damage to a meter if the damage is your fault;

**11.1.2.** carrying out a meter accuracy test if you ask for this and we do not

**11.1.3.** find a fault with the meter;

**11.1.4.** warrants of entry that may have to be applied for; or

**11.1.5.** visits to your premises relating to inspecting or changing your meter.

**11.2.** Where we determine that half-hourly metering is required, you shall provide appropriate ancillary equipment including a permanent, functioning communications facility. You agree to pay us all reasonably incurred costs that we may charge you for failure to ensure such a provision. For details on current applicable charges please visit our website at [share-energy.com](http://share-energy.com) or call our Customer Helpline on **0808 304 9870**.

## 12. Cutting off your electricity supply

**12.1.** We adopt procedures, which aim to avoid disconnecting your premises, if you have difficulty in paying your bills.

**12.2.** Nonetheless, we reserve the right to cut off your supply in the following circumstances.

**12.2.1.** you have broken the terms of this Agreement;

**12.2.2.** you refuse to provide a security deposit or enforceable guarantee when we ask you to or you do not

choose to pay by direct debit (or alter the terms of an existing direct debit) if requested by us;

**12.2.3.** it is not reasonable, in all the circumstances, for us to supply you; or

**12.2.4.** you refuse to provide us with all the details that we require to register you for a supply.

**12.3.** You must pay any reasonable costs we ask for if we have to cut off your supply for any of these reasons. Costs may include the cost of visits to your premises. Provided it is reasonable for us to supply you, we will reconnect your supply when the matter has been resolved. You must pay us any reasonable costs for the reconnection.

**12.4.** 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.

## 13. Codes of Practice

**13.1.** We have Codes of Practice, providing guidance as to the services we provide. The Codes of Practice cover the following areas:

**13.1.1.** Paying for your electricity;

**13.1.2.** Services for prepayment meter customers;

**13.1.3.** Efficient use of electricity;

**13.1.4.** Complaints handling procedure; and

**13.1.5.** Payment of bills

**13.2.** The Codes of Practice may be amended from time to time and new Codes of Practice in addition to the codes listed above may be introduced.

## 14. Making a complaint

**14.1.** If you are unhappy with any aspect of the service we provide please contact us by: calling us on **0808 304 9870**, emailing us at [hello@share-energy.com](mailto:hello@share-energy.com) or by writing to us at "Complaints Team, Share Energy, Catalyst Inc, Bay Road, Derry/Londonderry, BT48 7TG".



**14.2.** Our website contains a link to our Code of Practice on Complaints Handling Procedure. You can also request a written copy of this free of charge by contacting us on the details above. We endeavour to resolve all complaints within 5 working days, where possible.

**14.3.** For Fixed Term Contract Customers: If we are unable to resolve your complaint you shall refer the matter to mediation in accordance with the model mediation procedures published by the Centre for Effective Dispute Resolution. The terms and conditions of the Agreement shall continue during the dispute resolution process.

**14.4.** For Non-Contract Customers: 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 **0800 121 6022**, or email [contact@consumercouncil.org.uk](mailto:contact@consumercouncil.org.uk) or write to the Consumer Council, Floor 3, Seatem House, 28-32 Alfred Street, Belfast, BT2 8EN. You have the right to refer complaints that relate to billing matters to the Authority where the Consumer Council has not been able to resolve the complaint to your satisfaction. Please note that use of the Consumer Council is free of charge and does not affect the customer's right to go to court.

## 15. Legal liability

**15.1.** 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.

**15.2.** Neither of us is liable to the other for any indirect, consequential or unforeseeable loss, nor for 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.

## 16. Limited of liability and Insurance

**16.1.** Our liability to you shall be limited to £100,000 for any incident or series of related incidents. Your liability to us shall also be limited to £100,000 for any incident or series of incidents. However, this does not affect our right to charge you as described in this Agreement. If you think your loss is likely to exceed £100,000, you may wish to consider taking out an insurance policy.

## 17. Other legal rights

**17.1.** 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 (Northern Ireland) Order 1987.

## 18. Circumstances outside our control

**18.1.** Neither of us is liable where this Agreement is broken due to circumstances outside the reasonable control of the person breaking the Agreement.

**18.2.** In particular, the Network Operator 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.

**18.3.** Please refer to section 21 for more information about your agreement with the Network Operator.

## 19. Data Protection

**19.1.** We are responsible for the privacy of personal information we hold about you and we will comply with the relevant data protection laws in respect of such information including the Data Protection Act 1998, and the General Data Protection Regulations (GDPR) effective from 25 May 2018. Share Energy will only process your personal data for the purposes set out in our 'Privacy Policy'. Our privacy policy is available (free of charge) in your 'Welcome-Pack', on our website at [insert hyperlink] or by calling us on **0808 304 9870**. We may update our policy from time to time and any changes will be notified on our website or otherwise will be notified as required by applicable data protection law.

## 20. General

**20.1.** This Agreement is governed by the laws of Northern Ireland. Our activities as a supplier of electricity are governed by our Electricity Supply Licence and applicable legislation and regulations. We reserve and maintain all our rights set out in legislation and our licence.

**20.2.** We may transfer any of our rights under this Agreement to another organisation and any of our obligations to any other licensed electricity supplier, subject to the terms of our licence. We will tell you as soon as we reasonably can if we transfer any rights or obligations. We may also subcontract anything we have agreed to do under this Agreement but we will still be responsible for anything carried out by our subcontractors. You must obtain our consent before transferring your rights under this Agreement to another person.

**20.3.** If we need to contact you, we will use the contact details you have given to us or made available to us through industry processes. If you need to contact us, please telephone our Customer Helpline or write to us.

**20.4.** If any provision or part-provision of this Agreement is held to be unenforceable, the validity and enforceability of the remainder of this Agreement shall not be affected.

## **21. Your connection to the electricity Distribution System**

**21.1.** To receive a supply of electricity from us under this Agreement you require a connection agreement with the Network Operator. The Network Operator operates the electricity Distribution System 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.

**21.2.** Unless you have entered into a separate Connection Agreement with the Network Operator, you agree that, by entering into this Agreement with us, you are also entering into a Connection Agreement with the Network Operator for connection of your premises to its network. The terms of that Connection Agreement are the Standard Connection Terms and Conditions set out in the Appendix or otherwise attached to this Agreement or otherwise provided to you or made known to you by us. You can find out more about the Standard Connection Terms and Conditions by calling your Network Operator or by visiting its website at [www.nienetworks.co.uk](http://www.nienetworks.co.uk)

**21.3.** You are entitled to negotiate terms of connection of your premises to the network that are not the same terms as the 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 Connection Agreement in force for your premises with the Network Operator and you must inform us if that Connection Agreement terminates. You shall agree with the Network Operator in advance if you require a change to your maximum import capacity and advise us accordingly.

**21.4.** If you exceed the maximum import capacity we shall charge you any additional costs imposed on us and may change you to a more appropriate tariff. We may vary the charges and pass through any higher or additional costs where:

**21.4.1.** there is a material change to your electricity demand or forecast load shape which incurs additional costs to us, including but not limited to, ancillary services agreements, demand flexibility contracts or on-site generation.



**21.4.2.** you substitute electricity with an alternative fuel, other than by prior agreement with us or during periods of supply interruption, or where a metering point has been isolated by way of de-energisation.

**21.5.** 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 your Network Operator.

## **22. Glossary**

**22.1.** “Actual Meter Reading” means an electricity meter reading taken by us or on our behalf (it does not include estimated meter readings).

**22.2.** “Authority” 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.

**22.3.** “Back Bill Date” means, a) where charges relate to the consumption of units of electricity, the date on which those units were consumed or can reasonably be estimated to have been consumed; b) where such charges take the form of a standing charge or other form of charge not related to the consumptions of units of electricity, the date on which such charges were accrued or (if earlier) in respect of which they are levied.

**22.4.** “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 24.

**22.5.** “Consumer Council” means the Consumer Council which is an independent body representing consumers’ interests.

**22.6.** “Contract” means the written confirmation or agreement by telephone for Fixed Price Contract Customers which confirms the rates and charges applicable to the supply of electricity to such customers in accordance with this Agreement.

**22.7.** “Distribution System” has the meaning as defined in Condition 1 (Interpretation and Construction) of Share Energy’s Electricity Supply Licence.

**22.8.** “Domestic Customer(s)” has the meaning given to it in our Electricity Supply Licence.

**22.9.** “Electricity Supply Licence” means the licence to supply electricity granted to us by the Authority pursuant to Article 10(1)(c) of the Electricity (Northern Ireland) Order 1992;

**22.10.** “Fixed Term Customer(s)” means Non-Domestic Customers who have entered into a fixed term contract with Share Energy.

**22.11.** “Hedging Losses” means loss we incur where in order to provide you with a fixed ‘energy only’ rate contract we enter into hedging agreements based on your historic consumption and there is a reduction in consumption or a change in its profile resulting in losses to us in respect of those hedging agreements.

**22.12.** “Market Registration Code” has the meaning given to it in Share Energy’s Electricity Supply Licence.

**22.13.** “Meter Provider” means Northern Ireland Electricity (NIE) Networks Limited, or such other company as may be appointed to provide, install, maintain and administer the metering equipment.

**22.14.** “Network Operator” means Northern Ireland Electricity (NIE) 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.

**22.15.** “Non-Contract Customer(s)” means Non-Domestic Customers who have not entered into a fixed term contract with Share Energy and whose bills are based on the Standard Tariff rates and charges.

**22.16.** “Non Domestic Customer(s)” has the meaning given to it in our Electricity Supply Licence.

**22.17.** “Non-Domestic Premises” has the meaning given to it in Share Energy’s Electricity Supply Licence.

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

**22.19.** “Relevant Date” means the earlier of:

**22.19.1.** the day after the end of any period within which you have a right to withdraw from and cancel the contract;

**22.19.2.** 10 working days after the day on which you entered into the Agreement.

**22.20.** “Relevant Premises” means the Domestic Premises or Small Business Premises.

**22.21.** “Share Energy” means Share Energy Trading Ltd, the company which supplies electricity to you under this Agreement, also referred to as “us”, “our” or “we”.

**22.22.** “Small Business Premises” means Non-Domestic Premises at which the annual consumption at all the other non-domestic premises (if any) at which we give a supply to you under a contract or a deemed contract, is less than 50MWh calculated: a) by reference to the 12 months of consumption data most recently available in respect of the premises; or b) where such data is not available, by reference to (i) the estimated consumption data in respect of the premises used by us to bill you or (ii) the actual usage factor attributable to the premises as calculated under and in accordance with the Market Registration Code.

**22.23.** “Standard Tariff” means the basic rates and charges for your Use of System Category and meter type, as communicated to you by us from time to time.

**22.24.** “Third Party Costs” means the various levies and charges associated with purchasing and retailing electricity in Northern Ireland, and shall include Hedging Losses.

**22.25.** “Use of System Category” means the Network Operator’s tariff category that applies to your supply point.

