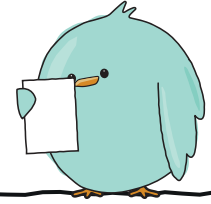


Terms and Conditions for the supply of domestic customers

Last Updated 03/05/24



Terms and Conditions for the supply of domestic customers

1. Definitions

In this document:

- 1.2.** “Actual Meter Reading” means an electricity meter reading taken by us or on our behalf (it does not include estimated meter readings).
- 1.3.** “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.
- 1.4.** “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 25.
- 1.5.** “Consumer Council” means the Consumer Council which is an independent body representing consumers’ interests.
- 1.6.** “Distribution System” means all electric lines owned and/or operated by any person for the purpose of the distribution of electricity to any person supplied or requiring to be supplied with electricity at any premises in Northern Ireland by the holder of an [Electricity Supply Licence](#), including any electrical plant and meters which are used in connection with electricity distribution and any other lines which the Utility Regulator may specify as forming part of the distribution system but excluding lines forming part of the transmission system or any interconnector.
- 1.7.** “Domestic Customer(s)” means a customer supplied, or requiring to be supplied, with electricity at Domestic Premises.
- 1.8.** “Domestic Premises” has the meaning given to Share Energy’s [Electricity Supply Licence](#).
- 1.9.** “Electricity Supply Licence” means a licence to supply electricity granted by the Utility Regulator pursuant to Article 10(1)(c) of the Electricity (Northern Ireland) Order 1992.
- 1.10.** “Energy Consumer Checklist” means the document of that name which constitutes the guidance for consumers of gas and electricity as prepared and published, from time to time, by the Authority in accordance with Article 7(5) of the Energy (Northern Ireland) Order 2003.
- 1.11.** “Market Registration Code” has the meaning given to it in Share Energy’s [Electricity Supply Licence](#).
- 1.12.** “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.
- 1.13.** “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.
- 1.14.** “Non Domestic Customer(s)” means a customer supplied, or requiring to be supplied with electricity at Non-Domestic Premises.
- 1.15.** “Non-Domestic Premises” has the meaning given to it in Share Energy’s [Electricity Supply Licence](#).
- 1.16.** “Principal Terms” has the meaning as defined in Condition 1 (Interpretation and Construction) of Share Energy’s [Electricity Supply Licence](#).
- 1.17.** “Relevant Date” means the earlier of:
- 1.17.1.** the day after the end of any period within which you have a right to withdraw from and cancel the contract;

1.17.2. 10 working days after the day on which you entered into the Agreement.

1.18. “Relevant Premises” means the Domestic Premises or Small Business Premises.

1.19. “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”.

1.20. “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.

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

2. Scope of Agreement

2.1. 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 37 Dargan Road, Fortwilliam Business Park, Belfast, United Kingdom, BT3 9LZ (“Share Energy” / “we” / “us”) to a person (“you”) and for the payment for such electricity by you to us. These terms and conditions together with the tariff that applies to your supply form the legally binding contract (“Agreement”) between you and us.

2.2. This Agreement is for use if you are a Domestic Customer. 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:

2.2.1. a house;

2.2.2. flat or other self-contained dwelling;

2.2.3. certain types of residential accommodation such as a children’s home, hospice or care home;

2.2.4. a caravan or houseboat; or

2.2.5. self-catering accommodation.

2.3. If you are unsure whether you are a Domestic Customer,

or if you are taking electricity for other purposes, please contact us for more information about the terms and conditions applicable to your supply. By entering into this Agreement you agree that you are a Domestic Customer. If you cease to be a Domestic Customer you agree to inform us within 7 days of the change taking place.

2.4. 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 a Code of Practice (see section 17 for further details).

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

2.6. 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 25 below for more information about the role of the Network Operator.

3. Provision of information

3.1. If you are a new customer on and from 10th May 2024, you acknowledge and agree that Share Energy has, prior to entering into this Agreement:

3.1.1. explained and drawn your attention to the Principal Terms of this Agreement;

3.1.2. informed you of the Energy Consumer Checklist and where you can obtain a copy, and that you may request a copy from Share Energy free of charge; and

3.1.3. given you a written copy of this Agreement, by the issue of the “Welcome Pack” from Share Energy, using your preferred method of communication.

3.2. A copy of Share Energy’s Electricity Supply Licence is available online at: <https://www.uregni.gov.uk/files/uregni/documents/2024-01/share-energy-trading-ltd-electricity-supply-licence.pdf>

4. When this Agreement applies and when it starts

4.1. This Agreement applies if you have chosen Share Energy to be your electricity supplier.

4.2. This Agreement starts:

4.2.1. on the date you accepted it on the phone;



4.2.2. on the date you signed the Agreement or completed an application form in front of one of our representatives;

4.2.3. on the date you sent in an online application; or

4.2.4. on the date agreed between you and us.

4.3. A cooling-off period automatically applies to this Agreement. You have the right to cancel this Agreement within 10 working days of the start date of this Agreement as determined in accordance with section 4.2. To cancel this Agreement please email us stating your name, address and contact number to hello@share-energy.com, or contact us on **0808 304 9870**.

5. Commencement of supply

5.1. Where your premises is, 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:

5.1.1. you request that supply starts from a later date;

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

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

6. Variations to this Agreement

6.1. 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 7 (Ending this Agreement) below. We will publicise details of these changes in advance, as stated above.

7. Ending this Agreement

7.1. This Agreement continues until it is terminated in accordance with the terms of this Agreement.

7.2. This Agreement may be terminated by you during your cooling off period for any reason in accordance with paragraph 4.3 above.

7.3. You can terminate this Agreement where:

7.3.1. you switch to another supplier;

7.3.2. when you move premises;

7.3.3. you do not accept the changes to the terms of this Agreement proposed by Share Energy under section 6 above; or

7.3.4. you wish to end your supply by having it cut off.

7.4. 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.

7.5. 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:

7.5.1. on the date we agree;

7.5.2. when the next meter reading is due or

7.5.3. when someone takes over the supply.

7.6. 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.

7.7. 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.

7.8. 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 Utility Regulator may direct another supplier to take over your account from us. If this happens, this Agreement with us ends automatically when the Utility Regulator's direction takes effect.

7.9. In addition to any other rights we may have, we may terminate this Agreement immediately and request that the Network Operator withdraws your electricity supply if:

7.9.1. 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;

7.9.2. 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);

7.9.3. 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;

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

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

7.10. When this Agreement terminates, you are still liable to pay any amounts you owe us in respect of electricity supplied to you prior to termination, however, Share Energy will not charge a domestic customer any additional termination fee.

8. Tariffs / Charges and Payment

8.1. You agree to take and pay for the supply of electricity in accordance with our published scales of tariffs and charges. All of our tariffs are expressed as “pence per kWh”, also known as “pence per unit”.

8.2. For details on current tariffs and applicable charges please visit our website at share-energy.com or call our customer helpline on **0808 304 9870**. At the point of registration, we will confirm the name of your tariff and take you through any associated unit rate(s) and charge(s) applicable to your tariff. We will also send you written confirmation of your chosen tariff, and specify details of your tariff name, rates, and charges, chosen payment method, and other payment options available to you. Your tariff details will be included in your ‘Welcome Pack’ from Share Energy.

8.3. 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.

8.4. If you are a non-keypad customer, 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. We will seek to access your premises to take a meter reading at least once every 12 months.

8.5. You must allow us, or a third party service provider acting on our behalf, access to the meter (including pay-as-you-go keypad meters) at all reasonable times to enable the meter to be read.

8.6. 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.

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

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

8.7.2. if you are late paying;

8.7.3. if work has to be carried out at your meter or pay-as-you-go keypad meter as a result of you tampering or interfering with the meter or prepayment keypad meter; or

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

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

8.9. If your supply is subject to VAT at the higher rate, then the Climate Change Levy may also be applicable and we may require you to move to another tariff for non-domestic customers, to which different terms and conditions may apply.

8.10. 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.

8.11. The provisions in paragraph 8.10 above in relation to recovery of charges shall not apply where:

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

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

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

8.11.4. 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

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

9. Paying for supply

9.1. 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.

9.2. We offer a variety of payment methods for paying bills including payment monthly in arrears, by direct debit (monthly) and in advance through a prepayment keypad meter. Further details of these are given in our Codes of Practice (see section 17).

9.3. 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.

9.4. If you have registered as a customer jointly with other people, the expression “you” will apply to each of you and each person 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.

9.5. 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.

10. Prepayment keypad meters

10.1. You may ask us for a prepayment keypad meter and

we will arrange for one to be installed if we reasonably can. You agree that we can access your premises on reasonable notice to install a prepayment keypad meter and that you will pay for your electricity through a prepayment keypad meter if:

10.1.1. our credit checks indicate to us that this is an appropriate payment method for you;

10.1.2. we have reason to believe that someone has tampered with an existing meter; or

10.1.3. you owe us money and by installing a prepayment keypad meter we can avoid cutting off your electricity.

10.2. In continuing to pay for your electricity through a pay-as-you go meter you accept that you will need to top up the keypad meter in order to receive electricity. If you fail to do so, this could cause inconvenience, loss, damage and injury to yourself, other occupiers and visitors to the premises for which you agree that we shall not be responsible.

10.3. A Code of Practice, setting out the services we offer to prepayment keypad meter customers, is available on request (see section 17).

11. Late Payment

11.1. 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.

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

11.2.1. where we visit your premises;

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

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

11.3. You agree that we may charge you interest for late payment. We will calculate interest at the rate of 3% above the Bank of England’s current base rate.



11.4. If you owe us money, we may insist that a pay-as-you-go keypad meter is installed (which will be done by warrant if necessary). If you have a keypad meter, any debt or arrears on the account may be recovered as a percentage of subsequent purchases of electricity through the keypad meter.

12. Security Deposit

12.1. We may ask you to pay a deposit (up to a maximum of £150) as security against payment for your electricity in certain circumstances. If we ask for a security deposit and you do not wish to provide a deposit, you may choose to pay for your electricity by monthly direct debit or through a pay-as-you-go keypad meter (provided it is safe and reasonably practicable in all the circumstances to supply through such a meter and we are reasonably able to provide one). If we ask you for a deposit and you do not either pay the deposit or make payments by direct debit, we will insist on installing a pay-as-you-go keypad meter (which will be done by warrant if necessary).

12.2. Subject to the paragraph immediately below, if you have paid all charges for the supply of electricity for the previous 12 months within 28 days of the date of each written invoice we will repay any security deposit, such repayment to be made within 28 days of the date on which you become eligible for the security deposit to be repaid. If you have paid all charges for the supply of electricity and the supply by Share Energy has ended in accordance with this Agreement, we will repay any security deposit as soon as reasonably practicable, and in any event, within 1 month.

12.3. Share Energy shall not be obliged to repay any security deposit where it is reasonable in all the circumstances for Share Energy to retain that deposit.

12.4. 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:

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

12.4.2. if you subsequently choose to pay for your electricity by monthly direct debit or through a prepayment keypad meter, provided you have confirmed the account to which payment should be made.

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

13. Profit Share

13.1 The following definitions shall apply to this section 13:

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

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

13.1.3. “Customer Profit Share Percentage” means the applicable percentage calculated as follows: (total amount of energy (measured in kWh) supplied to you in the relevant Financial Year ÷ total amount of energy supplied to all qualifying Domestic Customers and Non-Domestic Customers (measured in kWh) in the relevant Financial Year) x 100. The total amount of energy will be based on actual meter reads or in the absence of actual meter reads, the most recent estimates available at the time the Profit Statement is prepared;

13.1.4. “Financial Year” means the financial year (within the meaning of section 390 of the Companies Act 2006) of Share Energy ending on 30 September in each calendar year;

13.1.5. “Profit” means, in respect of the relevant Financial Year, the shareable profit as certified by Share Energy’s independent auditor in the Profit Statement; and

13.1.6. “Profit Statement” means an annual statement certified by Share Energy’s independent auditor confirming the Customer Profit Allocation for the relevant Financial Year.

13.2. Share Energy shall pay you the Customer Profit Share subject to and in accordance with the terms of this section 13.

13.3. The Profit Statement will be prepared by 30th June in the calendar year following the relevant Financial Year. Share Energy will upload a copy of the Profit Statement to its website on or before 31st July in the calendar year following the relevant Financial Year.

13.4. Upon completion of the Profit Statement, Share Energy will calculate the Customer Profit Share and credit it to you as follows:

13.4.1. if you are a non-keypad customer, Share Energy shall credit an amount equal to the Customer Profit Share due to you to your electricity account with us on or before 31 July in the calendar year following the relevant Financial Year;
or (*continued overleaf*)

13.4.2. if you are a prepayment keypad customer you should contact our customer helpline on **0808 304 9870** as soon as possible following confirmation of your Customer Profit Share and in any event on or before 30 September in the calendar year following the relevant Financial Year of receipt, to obtain a code to apply credit to your keypad meter.

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

13.5.1. you were a customer of Share Energy at any time during the relevant Financial Year to which the Customer Profit Share relates; and

13.5.2. you remain a customer of Share Energy, and have not indicated an intention to leave, at the time the Customer Profit Share is calculated in accordance with this section 13 i.e. 30 June in the calendar year following the relevant Financial Year. For the avoidance of doubt, Share Energy's obligations under this clause shall cease upon you ceasing to be a customer of Share Energy.

13.6. Share Energy reserves the right to withhold the Customer Profit Share if your electricity account is not in good standing at the time the Customer Profit Share is to be credited to you until such time as you return the account to a position to Share Energy's satisfaction.

13.7 If you are a prepayment keypad customer and have not claimed your Customer Profit Share in accordance with paragraph 13.4.2 above, Share Energy may (at its sole discretion) donate this to good causes.

14. About your electricity meter

14.1. 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.

14.2. 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.

14.3. 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.

14.4. 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 (including pay-as-you-go keypad meters) at all reasonable times to enable the Meter Provider to:

14.4.1. install, repair, remove or replace the meter;

14.4.2. read, test or inspect the meter; or

14.4.3. cut off or reconnect your supply.

15. Meter Charges

15.1. 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:

15.1.1. damage to a meter if the damage is your fault;

15.1.2. carrying out a meter accuracy test if you ask for this and we do not find a fault with the meter;

15.1.3 warrants of entry that may have to be applied for; or

15.1.4. visits to your premises relating to inspecting or changing your meter.

15.2. For details on current applicable charges please visit our website at share-energy.com or call our customer helpline on **0808 304 9870**.

16. Cutting off your electricity supply

16.1. We adopt procedures, which aim to avoid disconnecting your premises, if you have difficulty in paying your bills. A Code of Practice setting these out is available on request (see section 17).

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

16.2.1. you have broken the terms of this Agreement;

16.2.2. you refuse to provide a security deposit when we ask you to or you do not allow us to install a prepayment keypad meter, or a pay-as-you-go keypad meter cannot reasonably be installed;

16.2.3. it is not reasonable, in all the circumstances, for us to supply you; or (*continued overleaf*)

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

16.3. 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.

16.4. 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.

17. Codes of Practice

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

17.1.1. Paying for your electricity;

17.1.2. Services for prepayment meter customers;

17.1.3. Efficient use of electricity;

17.1.4. Complaints handling procedure;

17.1.5. Provision of services for persons who are of pensionable age, disabled or chronically sick; and

17.1.6. Payment of bills

17.2. 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.

18. Making a complaint

18.1. 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 nothappy@share-energy.com or by writing to us at "Complaints Team, Share Energy, 37 Dargan Road, Fortwilliam Business Park, Belfast, United Kingdom, BT3 9LZ".

18.2. 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.

18.3. 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 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 Utility Regulator 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.

19. Legal liability

19.1. We will only be liable to you for direct losses resulting from us breaking the terms of this Agreement. You will only be liable to us for direct losses resulting from you breaking the terms of this Agreement. The standard of care governing our respective legal rights and obligations shall be solely determined by the terms of this Agreement.

19.2. 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.

20. Limited of liability and Insurance

20.1. 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.

21. Other legal rights

21.1. 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.

22. Circumstances outside our control

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

22.2. 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.

22.3. Please refer to section 25 for more information about your agreement with the Network Operator.

23. Data Protection

23.1. 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 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.

24. General

24.1. This Agreement is governed by the laws of Northern Ireland. Share Energy's activities as a supplier of electricity are governed by Share Energy's [Electricity Supply Licence](#) and applicable legislation and regulations. We reserve and maintain all our rights set out in legislation and our [Electricity Supply Licence](#).

24.2. 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 [Electricity Supply 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.

24.3. 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.

24.4. 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.

25. Your connection to the electricity Distribution System

25.1. 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.

25.2. 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

25.3. 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.

25.4. 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.

26. 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, 37 Dargan Road, Fortwilliam Business Park, Belfast, BT3 9LZ.

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

