General Terms and Conditions for the supply of electricity by Firmus Energy (Supply) Limited (trading as "Firmus Energy") 5 Trench Road, Mallusk, Newtownabbey BT36 4TY, 0330 024 9000, furtherinfo@firmusenergy.co.uk to any Domestic Customer ("General Conditions").

The following are the standard terms and conditions for the supply of electricity by Firmus Energy for any Domestic Electricity Customer. These General Conditions also apply to any Domestic Customer under a Deemed Contract. These General Conditions are in addition to the prevailing Tariff and any terms and conditions specific to the service you have chosen (as amended from time to time).

A Domestic Electricity Customer is a Customer who is supplied, or requires to be supplied, with electricity at Domestic Premises (such as a house or flat) for wholly or mainly domestic use. If you are unsure if you are a Domestic Customer, or there has been a change of use at your premises, please contact us for further information, and where applicable, provide you with terms and conditions for your supply.

Firmus Energy shall sell and the Customer shall buy electricity subject to, and in accordance with, these General Conditions.

1 Definitions and Interpretation

1.1 The defined terms used in these General Conditions shall have the following meanings:

"Actual Meter Reading" means a meter reading taken by us or on our behalf (but does not include a Meter reading taken by you or an estimated Meter reading).

"Agreed Payment Method" means Direct Debit or electronic transfer (or such other payment method as may be specified by the Tariff or by Firmus Energy from time to time).

"Agreement" means your application to us for the supply of electricity (if any) which you have either signed or agreed on the telephone or online, together with these General Conditions, any Special Conditions and the Tariff.

"Authority" means the Northern Ireland Authority for Utility Regulation or its successors or assigns.

"Business Day" means a day other than a Saturday, Sunday or public holiday in Northern Ireland when banks in Belfast are open for business.

"Codes of Practice" means the codes required in accordance with our Licence governing (i) Bills and Statements, (ii) Complaints Handling, (iii) the Efficient use of Electricity & Gas, (iv) Consumers in Vulnerable Circumstances, (v) Marketing, (vi) Payment of Bills (vii) Services for Prepayment Meter Customers and (viii) the Theft of Electricity.

"Commencement Date" means the earlier of: (i) the date on which we shall commence the supply of electricity to you; and (ii) the date on which you request us to supply Electricity to the Supply Address.

"Company", "we", "us", "our", "Firmus Energy" means Firmus Energy (Supply) Limited (whose registered company number is 05369108 and whose registered office, as at the date of these General Conditions, is 10th Floor 5 Churchill Place, London, E14 5HU), its successors and assigns.

"Connection Agreement" means the agreement between the Network Operator and you in respect of the connection of the Supply Address to the Network.

"Consumer Council" means the Consumer Council for Northern Ireland whose registered office is situated at Seatem House, 28-32 Alfred Street, Belfast, BT2 8EN.

The Consumer Council can be contacted by telephone on 0800 121 6022, via email info@consumercouncil.org.uk, by visiting their website www.consumercouncil.org.uk, or writing to or visiting its registered office.

"Customer" means: (i) any person who enters into the Agreement with the Company for the supply of Electricity to the Meter Point; or (ii) any person who uses Electricity supplied by us. If more than one person enters into the Agreement or uses Electricity supplied by us, the term 'Customer' shall apply to each person and each will be jointly and severally liable to the Company under the Agreement.

"Deemed Contract" means a contract between you and Firmus Energy for the supply of Electricity pursuant to schedule 6 paragraph 3 of the Electricity (Northern Ireland) Order 1992 (as defined below).

"Deemed Contract Scheme" means the Firmus Energy scheme for determining the terms and conditions of its Deemed Contracts pursuant to condition 2.1 of the Licence.

"Deemed Contract Tariff" means the tariff applicable to any Deemed Contract, as specified by us from time to time.

"Domestic Customer" means a Customer supplied with electricity at a Domestic Premises (such as a house or flat) for domestic use.

"Domestic Premises" means a property where the electricity supplied is taken wholly or mainly for domestic purposes.

"Enabling Legislation" means any act of parliament, regulation, licence, rule or directive of a Competent Authority, regulating the supply of Electricity in Northern Ireland, including the Electricity (Northern Ireland) Order 1992, relevant European directives and/or regulations and the Licence (each as may be amended or re-enacted from time to time).

"Force Majeure" means any occurrence or circumstance beyond the control of Firmus Energy Supply resulting in or causing failure of a Party to fulfil its obligations under the Agreement, notwithstanding the exercise by that Party of the standard of a reasonable and prudent operator.

"Last Resort Supply Direction" means a direction given by the Authority to a Supplier requiring it to make available a supply of Electricity to premises previously supplied by another Supplier.

"Licence" means any licence granted to us by the Authority for the supply of Electricity, as may be amended from time to time.

"Meter" means the Electricity meter (of any type) installed, maintained and owned by NIE Networks or any other appointed company that may be appointed for the purpose of registering the quantity of Electricity supplied to you at the Supply Address.

"Meter Point" means the supply meter point(s) at which Electricity may be offtaken from the Network for the purposes of supplying Electricity directly to the Supply Address.

"Network" means all Electricity plant owned, operated and utilised by the Network Operator through which electricity is delivered to the Meter Point.

"Network Operator" means the organization licensed by the Authority to provide, install, maintain and administer the electricity infrastructure, transmission and distribution system in Northern Ireland to the Supply Address.

"Offer" means a tariff, discount, credit, reward, benefit, or other promotional arrangement that we make available to eligible Domestic Customers on specified terms and for a specified period. An Offer may be subject to eligibility criteria, an availability period, a fixed or minimum term, a particular payment method and any other conditions stated in the applicable Offer Terms.

If you accept an Offer and we confirm that it applies to you, the Offer Terms will form part of your Agreement for the period specified in those Offer Terms. Before you accept an Offer, we will make the Offer Terms available to you in a clear and accessible form, including the applicable tariff or benefit, eligibility criteria, duration, payment requirements, any restrictions and what happens when the Offer ends.

We may amend, withdraw or extend an Offer at any time before it has been accepted, unless the Offer Terms state otherwise. Once an Offer has been accepted and confirmed, we will not change or withdraw the Offer as it applies to you except where the Agreement, the Offer Terms or applicable law or regulation permits us to do so and, where required, we have given you appropriate notice.

Unless we expressly state otherwise, the availability of an Offer does not automatically amend an existing customer's Agreement or Tariff. An Offer is available only to customers who satisfy its eligibility criteria during its availability period, and accepting an Offer is subject to our confirmation.

"Party" means either party to the Agreement and "Party" shall be construed accordingly.

"Parties" shall be construed accordingly.

"Pass Through Charges" means all government-imposed levies or charges and third party fees costs and charges relating to the transportation and supply costs associated with the delivery of Electricity to you, which are levied on us by the Network Operator together with any third party costs, charges, taxes, duties or levies wholly or partly relating to supply and transportation of Electricity to the Supply Address or which we are entitled or required to pass through to you provided that, in the case where such a charge, cost or tax does not relate exclusively to supply and transportation of Electricity to the Supply Address or you, it shall be allocated to you by Firmus Energy in such manner as we believe reflects the supply and transportation of Electricity to the Supply Address or to you. Pass Through Charges shall also include any costs whatsoever incurred or payable by us (i) for the disconnection of the Electricity supply to the Supply Address together with all costs whatsoever incurred or payable by us for any subsequent reconnection of the Supply Address and (ii) as a result of the Network Operator or its authorised representatives or subcontractors responding to any unwarranted or vexatious request from a Customer for the provision of any service whatsoever and passing such charges on to us.

"PAYG" means pay-as-you-go in respect of a Meter which supplies Electricity by requiring prepayment and may also provide for the repayment of a debt at a set rate as approved by the Authority.

"Price" means the price payable for the Electricity supplied or deemed to be supplied under the Agreement calculated in accordance with the Tariff together with the current price for any Pass Through Charges and the current price for any other standing charges, as such prices may be amended from time to time in accordance with this agreement.

"Privacy Notice" means the privacy notice that applies in relation to the Company, as may be amended or replaced from time to time.

"Reasonable and Prudent Operator" means a person, firm or body corporate seeking in good faith to perform its contractual obligations in accordance with the Agreement and in so doing exercising the degree of care, diligence and foresight reasonably and ordinarily exercised by a skilled and experienced operator engaged in the same type of undertaking or under the same or similar circumstances and conditions and any reference to the standard of a reasonable and Prudent Operator will mean such a degree of care, diligence, prudence and foresight as aforesaid.

"Relevant Date" means, in respect of any charges for the supply of Electricity: (i) where such charges relate to the consumption of Electricity, the date on which the Electricity was consumed or can reasonably be estimated to have been consumed; and (ii) where such charges take the form of a standing charge or other form of charge that is not related to the consumption of Electricity, the date on which such charges were accrued or, if earlier, in respect of which they are levied.

"Siteworks" means any works carried out by the Network Operator in relation to the Customer's Electricity connection.

"Special Conditions" means the specific conditions applicable to the Agreement as agreed in writing between Firmus Energy and you or which are contained in any special offer that has been made any document explaining the special offer and all conditions made available to you in connection with the special offer.

"Supplier" means a person or body corporate that has been granted a supply Licence.

"Supply Address" means the premises occupied by you which is, or is to be, connected to the Network at the Meter Point.

"Tariff" means the relevant tariff published by us and available to you (as applicable) including, without limitation, the form you submit to us in accordance with the terms of the special offer, any special tariffs, selected by you or agreed between the Parties as being applicable to the Agreement.

"Website" means www.firmusenergy.co.uk.

1.2 The headings used in these General Conditions are for convenience only and will not affect the interpretation.
1.3 Reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
1.4 A reference to a Party includes that Party's personal representatives, successors and permitted assigns (where applicable).
1.5 A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted and includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted from time to time.
1.6 Any phrase introduced by the terms 'including', 'include', 'in particular' or any similar expression shall be

construed as illustrative and shall not limit the sense of the words preceding those terms.
1.7 A reference to 'writing' shall include email.
1.8 We shall not be required to keep or preserve the original documentation pertaining to or arising out of any agreement (including the Agreement itself) but may keep copies of the same by using any electronic method of storing information and a legible copy or a recorded electronic audio file (as appropriate) of any such information so preserved shall be considered a true record thereof.
1.9 Firmus Energy, as your Supplier, arranges for delivery of Electricity to the Supply Address. The Network Operator is responsible for the quality and continuity of your Electricity supply as set out in the Connection Agreement entered into by the Network Operator and you.
1.10 If you are in a vulnerable circumstance, elderly or have a disability, or someone in your household depends on electricity for medical or mobility needs, please tell us. We will tell you about the support available, including our customer care register, accessible communications, and any relevant priority services. Please see our Codes of Practice for further details, copies of which are available on our Website www.firmusenergy.co.uk/publications/category/supply-code-of-practice-and-reports or by contacting Customer Services on 0330 024 9000.

2 Agreement to Supply

2.1 We shall supply the Customer with Electricity at the Supply Address (or procure that a third party provides any services associated with the supply of Electricity (as applicable) subject to the terms and conditions of the Agreement.
2.2 Our obligation to supply Electricity to the Supply Address is conditional upon the following:
2.2.1 Firmus Energy having the requisite authority to supply Electricity to the Supply Address under the Enabling Legislation;
2.2.2 Firmus Energy agreeing to accept your request for supply whether such request is (i) set out in an Electricity application form or written contract or by telephone or online application with Firmus Energy or the Network Operator or (ii) evidenced by your use of Electricity supplied by us at the Supply Address;
2.2.3 the Supply Address being connected to the Network;
2.2.4 all necessary Equipment being installed at or available at the Supply Address;
2.2.5 where necessary, Firmus Energy completing a successful credit and identification check on you;
2.2.6 where required by us to do so, you providing us with the security as more particularly detailed in clauses 7 to 9;
2.2.7 where applicable, you having paid any outstanding charges owed by you to us or your previous Supplier (as the case may be);
2.2.8 you having paid a connection charge (where applicable);
2.2.9 where deemed necessary by us in our absolute discretion, a PAYG Meter being installed; and
2.2.10 where applicable, you providing us with an opening Meter reading.
2.3 We may refuse to supply Electricity to you at the Supply Address where:
2.3.1 you have not complied with any of the provisions of clause 2.2 when requested to do so by Firmus Energy;
2.3.2 an agreement to supply Electricity to the Supply Address already exists;
2.3.3 where applicable, your existing Electricity Supplier prevents us from supplying Electricity to you;
2.3.4 your Electricity supply has been disconnected by Firmus Energy or its authorised representatives or your previous Supplier and there is no obligation on us to resume supply;
2.3.5 we are required or entitled to do so by the Department for the Economy , the Authority, the Network Operator or any Enabling Legislation;
2.3.6 metering arrangements and/or equipment provided are deemed by us to be unacceptable;
2.3.7 you have refused to accept our payment terms;
2.3.8 you are in breach of any condition of this Agreement; or
2.3.9 we have reason to believe that the supply of Electricity to you may result in danger to life and/or property, including but not limited to as a result of Meter tampering or other interference with the supply of Electricity or Equipment.
2.4 At the time of entering into this Agreement with us you warrant that you are the owner or occupier of the property at the Supply Address and, inter alia, have the power and authority to enter into the Agreement and, where applicable, to grant permission to Firmus Energy to terminate any Electricity supply agreement that you have with your current Supplier.
2.5 You warrant that you will take care to ensure that the Meter and other Equipment installed at the Supply Address are at all times protected, kept in safe condition, not damaged, stolen, subject to Meter tampering or otherwise interfered with or neglected by you or any other person whether accidentally or deliberately and whether with or without your knowledge and/or consent, as more particularly detailed in clause 11.3 below.
2.6 You warrant that you will ensure that the Meter will at all times be in a safe, secure and weatherproof position. If it is not, you must agree a suitable position with the Network Operator and arrange for the Meter to be moved. You will be liable for any charges incurred by us in respect of any repositioning of the Meter or water damage to the Meter.
2.7 If we already supply Electricity to you at the Supply Address, these General Conditions shall replace any previous agreement for the supply of Electricity by us to you.
2.8 You give us authorisation to request:
2.8.1 all relevant information relating to the Meter Point from the Network Operator; and
2.8.2 your account information (including, without limitation, details of any outstanding debt) from your previous/current Supplier, together with such further information as may be necessary to commence the supply of Electricity to the Supply Address.
2.9 Save as otherwise provided in the Agreement, the maintenance and repair of all Equipment and installations on the Network Operator's side of the Meter belong to the Network Operator and shall be the responsibility of the Network Operator.
2.10 For the avoidance of doubt, whilst the Network Operator may supply the Meter cabinet, repairs and maintenance to the Meter cabinet shall be the responsibility of the Customer. You hereby agree that we shall have no liability to you in respect of the Meter cabinet.
2.11 You shall procure that all Equipment and installations are used in accordance with this Agreement and the applicable Network Code (or any other instructions or conditions given by us or the Network Operator from time to time).
2.12 Ownership, risk of, and title to, the Electricity supplied to the Supply Address passes to the Customer at the outlet of the Meter on the Customer's side of the Meter.
2.13 The Electricity supplied by us may not be resold by you in any form and you shall not use such Electricity for any improper purpose.
2.14 Where you are not using a PAYG Meter, we will endeavour to determine how much Electricity we have supplied to you by the Network Operator reading the Meter at the Supply Address at least once a year. We may base our charges on the volume of Electricity recorded by the Meter.

We reserve the right to estimate your Electricity usage. We have a right of access to inspect your Meter pursuant to the provisions of our Licence. You must make sure that the Network Operator, and their employees or agents, can safely and easily access the Meter to read it.

2.15 Where you have not provided a Meter reading following our request or the Network Operator is unable to read your Meter for any reason whatsoever we reserve the right to estimate how much Electricity we have supplied to you, including but not limited to, estimating your Electricity usage based upon historic use or by using the weighted average annual quantity for the same type of Meter as that installed at the Supply Address.

2.16 If your estimated Electricity usage is subsequently determined to be incorrect and:

2.16.1 the error is one of under-estimation, we shall make an allowance for you; or

2.16.2 the error is one of under-registration, you shall be liable for the actual quantity of Electricity used. Payment options may be available.

3 Ending the Agreement

3.1 The Agreement shall continue in effect from the Commencement Date until such time as it is terminated in accordance with this clause 3.

3.2 Save as otherwise provided in this Agreement, where any applicable Special Conditions specify a minimum fixed term, the Agreement shall continue for that fixed term (and thereafter where you continue to use Electricity supplied by us at the Supply Address) and any notice provided under clause 3.3.2 shall expire on a date that is no earlier than the end of the fixed term.

3.3 The Agreement may be terminated by the Customer:

3.3.1 where you are a Domestic Customer, by providing us with reasonable notice (a) within 10 Business Days of entering into the contract, this being the Commencement Date (if a supply of Electricity has previously been taken at the Supply Address); or (b) any time up to 10 Business Days prior to the Supply Address being connected to the Network (if a supply of Electricity has not previously been taken at the Supply Address), whichever is the later, this being the Cooling Off Period;

3.3.2 save as otherwise provided in these General Conditions, where you are a Domestic Customer, following expiry of the Cooling-off Period (subject to clause 3.2):

(a) providing us with 2 Business Days' notice that you no longer own or occupy the Supply Address, together with a final Meter reading for the Supply Address. If you do not provide us with such notice or a final Meter reading then we shall continue supplying Electricity to the Supply Address and you shall remain liable for all applicable charges until the earlier of:

(i) the date of the next Meter reading; or

(ii) the date on which a new contract is entered into by the new occupier of the Supply Address with us or another Supplier; or

3.3.3 within 21 days where we have proposed a variation to these General Conditions and you do not wish to accept the variation. However, if you continue to use Electricity supplied by us following termination, these General Conditions (as amended) shall apply.

3.4 If you do not give the necessary notice under clause 3.3 or attempt to terminate a fixed term contract, you will remain liable for all amounts due under the Agreement up to the date on which the Agreement may lawfully be terminated. We will estimate your final Meter reading if you do not provide one and you will be liable for all related costs incurred.

3.5 The Company may terminate the Agreement without notice if: (a) you commit a material or persistent breach of the Agreement and, where capable of remedy, fail to remedy such breach within 28 days (or such other period as we may agree); (b) you become bankrupt, insolvent, make any voluntary arrangement with any of your creditors; (c) our Licence is revoked, terminated or varied such that we are no longer entitled to supply Electricity to the Supply Address; (d) the emergency response service or the Network Operator informs us, or we reasonably consider, that a Network Emergency exists and it is reasonable to terminate the Agreement; (e) you have interfered with, tampered with, misused or damaged the Equipment or have failed to ensure that another person does not interfere with, tamper with, misuse or damage the Equipment; (f) if you fail to pay any amount to us when due and subsequently fail to comply with any provision or part-provision of clause 6.12; (g) we require a PAYG Meter to be installed at the Supply Address and this has not been done (save where we are responsible for any failure to install the PAYG Meter; (h) we have requested a security deposit but we have not received it; or

3.5.1 providing you with 28 days' written notice if entitled to refuse to supply Electricity to the Supply Address; or

3.5.2 automatically from the date that a Last Resort Supply Direction, given to an alternative Supplier, takes effect in relation to the Supply Address.

3.6 Where the Tariff you have chosen includes a fixed term, you shall not terminate the Agreement prior to the expiry of such fixed term.

3.7 Termination of the Agreement, however arising, will be without prejudice to the rights and duties of either Party accrued prior to termination. The provisions of the Agreement which explicitly or implicitly have effect after termination will continue to be enforceable notwithstanding termination of the Agreement.

3.8 If you continue to use Electricity at the Supply Address after this Agreement has been terminated, the provisions of these General Conditions and, in particular, clause 9 shall apply together with the provisions of the Deemed Contract Scheme.

3.9 If you do not provide the required notice in accordance with clause 3.3 above, you shall remain liable for all sums owed under this Agreement until the date of termination. We will estimate your final meter reading if you do not provide us with one.

3.10 For the avoidance of doubt, if you request any service to be provided by us or offtake Electricity supplied by us during the Cooling-off Period, you will be liable for all costs incurred by us in respect of same notwithstanding your right to cancel during this time.

3.11 If you have ended this Agreement because you have moved out of the Supply Address but would like us to supply Electricity at your new premises, please contact Customer Services on 0330 024 9000.

4 Switching

4.1 Switching to the Company may be subject to us receiving a successful credit check. Where you are switching to or from the Company, we may share your information with other relevant industry organisations based on agreed industry processes. We will also obtain and share information about you with your current Electricity Supplier, including details of any outstanding debt.

4.2 If we take over your Electricity supply you:

4.2.1 authorise us to request information relating to your previous Electricity Supplier and account and disclose this information to relevant Parties as required by us;

4.2.2 will provide us with an opening Electricity Meter reading as at the Commencement Date

4.3 As the owner or occupier of the Supply Address you:

4.3.1 confirm that you have the authority to switch the Electricity supply at the Supply Address to the Company and authorise the termination of your Electricity supply agreement with your current Supplier; and

4.3.2 authorise the Company to request relevant details about the Supply Address from the Network Operator.

5 Siteworks

5.1 The provisions of this clause 5 apply to any Siteworks carried out at the Supply Address.

5.2 You may request the Network Operator to carry out Siteworks at the Supply Address or you may ask us to make this request on your behalf.

5.3 You must pay all charges for Siteworks which incur a cost from the meter provider or costs which we incur ourselves including but not limited to damage you have caused to the meter or meter equipment, warrants of entry applied for and visits to your premises for inspecting or changing your meter.

5.4 Requests to exchange a PAYG Meter for a credit Meter will be subject to a successful credit check and provision of appropriate security if required by us in accordance with clause 2.2.

5.5 Subject to paying the estimated cost of the removal, replacement and testing of the Meter in advance, you may at any time request your Meter to be tested. Payment will be refunded to you if the testing shows the Meter to have been registering incorrectly in our favour. We reserve the right to have the Meter tested at any time.

5.6 You must give the relevant Network Operator (or when appropriate, us) all information reasonably required and do anything reasonably requested to enable the Network Operator to carry out the Siteworks.

6 Billing, Prices, Charges

6.1 You agree to pay for the Electricity supplied to you at the price in accordance with our Tariff. We may change our published Tariffs from time to time. We will notify you in writing of any proposed variation in price 21 days in advance of the effective date of the variation. All our published tariffs are expressed in terms of 'pence per kWh'. Our current published Tariffs are available on our Website www.firmusenergy.co.uk/home/electricitytariffs or on request from Customer Services by calling 0330 024 900.

6.2 From time to time, we may make Offers available to eligible Domestic Customers. An Offer may include a particular Tariff, fixed or discounted rate, account credit, reward, benefit or other promotional arrangement and may be subject to eligibility criteria, an availability period, a specified payment method, a fixed or minimum term and other conditions set out in the applicable Offer Terms. Before you accept an Offer, we will make the Offer Terms available to you in a clear and accessible form. These will include the applicable unit rate, standing charge and any other charges or benefits, the eligibility criteria, the period for which the Offer will apply, any restrictions or material conditions, and what will happen when the Offer ends. Where an Offer includes a different Tariff, we will clearly identify the Offer Tariff and the corresponding standard Tariff that would otherwise apply to you at the date the Offer is made, expressed on a consistent and comparable basis. An Offer will apply to you only when you have accepted it in the manner specified, satisfied its eligibility criteria and we have confirmed that it applies to your Agreement. Once confirmed, the Offer Terms will form part of your Agreement. We may amend or withdraw an Offer before it has been accepted. We will not change or withdraw an accepted and confirmed Offer as it applies to you except in accordance with the Agreement, the Offer Terms, applicable law or regulation and any applicable notice requirements.

6.3 The Parties hereby agree that, save in respect of manifest error, the register of the Meter shall be prima facie evidence of the volume of Electricity supplied. You shall be charged for the number of kilowatt hours of Electricity that are calculated (using the information provided by the Network Operator or the Electricity Supplier, as applicable) as passing through the Meter, in accordance with the prevailing price.

6.4 Where we do not have an accurate Meter reading as a result of the Meter being tampered with or otherwise interfered with, your Electricity usage shall be estimated as follows:

6.4.1 save as otherwise provided in this Agreement, where you have been our Customer for a period of 12 months or more prior to the date on which we believe the Meter tampering or other interference commenced ("Tamper Date"), we shall first estimate Electricity usage based upon historic usage by you during the previous 12 month period immediately prior to the Tamper Date;

6.4.2 where we have reason to believe that your Meter has been tampered or otherwise interfered with on at least one occasion during the period of 12 months immediately prior to the Tamper Date or where you have not been our Customer for at least 12 months, we shall estimate your Electricity usage based upon the weighted average annual quantity by Meter type as determined by us; and

6.4.3 you agree that the estimate of Electricity usage provided to you by Firmus Energy shall be final.

6.5 Where we do not have an accurate Meter reading for any other reason including, but not limited to, as a result of:

6.5.1 damage to a Meter (caused otherwise than by tampering or interference) or the Meter being inaccessible;

6.5.2 the Meter being found to be recording inaccurately (caused otherwise than by tampering or interference);

6.5.3 you failing to provide a Meter read as required pursuant to any applicable online tariff; or

6.5.4 error by Firmus Energy or its authorised representatives reading the Meter incorrectly or attributing a Meter reading to you where such Meter actually records Electricity supplied to a third party customer,

we shall base your invoice on a reasonable estimate of the amount of Electricity you may have used. Our estimate of your Electricity charges shall take into consideration all relevant information available to us and, if necessary, we shall adjust the bill at the following Meter reading.

6.6 If your estimated Electricity usage is subsequently determined to be incorrect and:

6.6.1 the error is one of under-estimation, we shall make an allowance for you; or

6.6.2 the error is one of under-registration, you shall be liable for the actual quantity of Electricity used. Payment options may be available.

6.7 VAT and all other applicable levies are not included in the Price and are charged (in addition to the Price) in accordance with the relevant legislation at rates directed by HM Revenue and Customs and are subject to change from time to time.

6.8 If you are not using a PAYG Meter, we shall invoice you in accordance with the Tariff (or as otherwise agreed between the parties) in respect of monies owed to us by you under the Agreement.

6.9 If your chosen payment option is incompatible with your existing Meter, please contact us to arrange for the Meter to be replaced. You may be liable for any charges incurred.

6.10 Invoices must be paid in full, without deduction or set off, by the Agreed Payment Method to the Company's bank account, within 14 days of receiving your bill.

6.11 The different ways in which you can pay us for your supply of Electricity due in accordance with the provisions of this Agreement are outlined on our Website. These include quarterly payment, payment by direct debit and payment using a PAYG Meter. We may specify the payment method to be used by you. You agree to make such arrangements as it may be necessary to ensure that you pay using the method specified by us from time to time.

6.12 If you fail to pay any amount when due, we may:

6.12.1 contact you via text, telephone call or email to remind you that your bill is overdue;

6.12.2 charge you interest on any overdue payments at the rate of 3% a year above the Bank of England's base lending rate, such interest to be calculated from the due date for

payment until the date on which payment is made;
6.12.3 charge you all reasonable costs accrued in the recovery or attempted recovery of any overdue payments including, without limitation, a reasonable administrative charge and all third party fees incurred;
6.12.4 charge you a reasonable fee in respect of any failed payment;
6.12.5 notify you that we intend to terminate the Agreement in accordance with clause 3;
6.12.6 require you to furnish a security deposit in accordance with clause 7.2 or retain any security deposit already provided;
6.12.7 request that you change your method of payment to direct debit;
6.12.8 exchange your current Meter for a PAYG Meter in accordance with clause 8.1;
6.12.9 pass your information on to debt recovery agents;
6.12.10 If you are having difficulty paying, please contact us as soon as possible. We will consider your circumstances, including whether you are in a vulnerable circumstance, and may agree a repayment arrangement based on your ability to pay. We may also provide details of independent advice and support.
6.13 Save as otherwise provided in this Agreement, if the information required for calculating an invoice is not available to us, we may make such estimates as are necessary to calculate such invoice, having regard to your Electricity usage before and after the relevant billing period. Our estimate of the charges will take account of all relevant information available to us. If necessary, we will adjust your invoice after the next Meter reading if the estimate is found to be higher or lower than the actual charges applicable for the relevant billing period.
6.14 If a Meter is examined and found to register erroneously (otherwise than in circumstances where the Meter is found to have been tampered or otherwise interfered with) and:
6.14.1 the error is one of over-registration, we shall make an allowance to you; or
6.14.2 the error found is one of under-registration, you shall be liable for the actual quantity of Electricity used. Payment options may be available.
6.15 If you genuinely dispute any of the charges appearing on an invoice, you shall in any event pay the undisputed amount and any further undisputed invoices issued. We will credit or debit your account with the balance (if any) in your next bill or statement.
6.16 You agree to pay any outstanding charges transferred or assigned to us by your previous Electricity Supplier together with any reasonable administration charge notified by us to you.
6.17 Any amounts paid by you in connection with the Agreement shall be applied against the monies owed by you to us in the order in which they become due.
6.18 If you have an account with us at any other premises, we may transfer any credit or debt between your accounts in order to recover any money that you owe to us.
6.19 We may, where deemed reasonable by us, following a Meter exchange in accordance with clause 8.1, apply any unpaid charges to your PAYG Meter to be recovered from you at a set rate in line with relevant legislation. A payment will therefore be made towards any outstanding balance each time you add credit to the PAYG Meter until such sum is paid to us in full.
6.20 If you are paying a debt owed to us via a PAYG Meter through an agreed schedule of instalments and do not make any payment as agreed, we may request immediate payment of the total outstanding amount together with our reasonable costs (including internal and external costs and a reasonable administration charge) and/or enter the Supply Address (or such other property at which the PAYG Meter or equipment is located) to disconnect the supply and/or remove the Meter. We may also exercise the rights contained in clause 6.12.
6.21 If you have a PAYG Meter installed you shall allow us to calibrate, recalibrate or remove the PAYG Meter and Equipment acting reasonably, in accordance with our Licence and applicable law.
6.22 You may at any time request invoices to be provided to you by email, subject to you providing us with a valid email address.
6.23 You acknowledge that from time to time there may be an error on your invoice. We shall endeavour to ensure that any errors are corrected as soon as reasonably practicable following Firmus Energy becoming aware of such error. Save as otherwise provided in these General Conditions, you shall remain liable to pay all sums due and owing to Firmus Energy notwithstanding that an incorrect invoice may initially have been provided.
6.24 We shall not, and shall not take any steps to, recover any charges for the supply of Electricity to you at the Supply Address more than 13 months after the Relevant Date unless we have during such time sent an invoice or request for payment to you in relation to the charges or otherwise taken steps to recover the charges from you which have been, or will be, reflected in your next statement from us.
6.25 Clause 6.24 above shall not apply where:
6.25.1 the recovery of, or steps taken to recover, the charges for the supply of Electricity to you at the Supply Address occurred prior to 1 September 2020;
6.25.2 we were unable to comply with clause 6.24 because either (i) we, or anyone acting on our behalf, have been unable to obtain an Actual Meter Reading at the Supply Address in respect of the period to which the charges relate, in spite of having taken all reasonable steps to do so, or (ii) you, or any other person(s) occupying the Supply Address, have unlawfully taken a supply of Electricity or interfered with the Equipment at the Supply Address;
6.26 You acknowledge that you are responsible for the use of Electricity at the Supply Address, whether such Electricity is used by you or any other person. You are also responsible for paying any Electricity charges incurred and any other appropriate or associated charges incurred. We are also entitled to claim all or part of the money owed from any other person at the Supply Address who uses Electricity supplied to the Supply Address.
6.27 Please see our Code of Practice on Payment of Bills (Electricity Supply) for further details on payment methods available, security, what to do if there are difficulties in making payments on time, and how to dispute an invoice (available on our Website or by calling Customer Services on 0330 024 9000).
6.28 From time to time we may offer certain specified categories of customer's special Tariffs for a certain period of time to be determined by us at our absolute discretion. We shall have no liability to you where you have not availed of any other Tariff offered or you have chosen the incorrect Tariff or payment method for you.

7 Security Deposit

7.1 The provisions of this clause 7 apply to any security deposit requested by us and provided by you as security for your payment obligations under the Agreement.
7.2 We may request a security deposit if:
7.2.1 you do not meet our credit criteria;
7.2.2 you fail to pay or are late in paying any amount due to us in accordance with clause 6;
7.2.3 you do not pay for Electricity by way of direct debit or PAYG Meter; or
7.2.4 your conduct is such that we, acting reasonably, deem it appropriate to request a security deposit.

7.3 If you do not provide a security deposit when requested to do so (or, if no period is specified, within 14 days of the request being made), we may refuse to commence supply of Electricity to you or may disconnect your Electricity supply and recover any costs reasonably incurred in connection with same from you (and any subsequent reconnection) in accordance with clause 6.12.
7.4 In addition to any rights we may have under the Agreement pursuant to clause 6.12, you agree that any security deposit held by us may be used to offset any unpaid monies due to us.
7.5 Any security deposit paid by you shall, to the extent not set off against any sums owed by you to us, be repaid:
7.5.1 where the Supply Address is a domestic premise only, within 28 days immediately following 12 months of payment history acceptable to us (unless it is reasonable for the Company to retain the security deposit);
7.5.2 as soon as reasonably practicable where we have ceased to supply you with Electricity and you have paid all charges in relation to your account;
7.5.3 if a PAYG Meter is installed at the Supply Address in accordance with clause 8; or
7.5.4 by such earlier date as may be agreed by us following a request from you.

8 PAYG Meter

8.1 We may, with or without your consent, have your Meter replaced with a PAYG Meter as security for your payment obligations under the Agreement if:
8.1.1 you do not meet our credit criteria;
8.1.2 you fail to pay or are late in paying any amount due to us in accordance with clause 6;
8.1.3 you do not pay for Electricity by way of direct debit; or
8.1.4 your conduct is such that we, acting reasonably, deem it appropriate to request a security deposit.
8.2 We will request that the Network Operator replace your Meter with a PAYG Meter:
8.2.1 if requested to do so by you at any time if it is safe and practical to do so; or
8.2.2 where you have commenced occupation of the Supply Address but have failed to notify us. You may be liable for any charge incurred in accordance with clause 8.2.
8.3 The replacement of any Meter with a PAYG Meter shall be performed in accordance with the provisions of clause 5.
8.4 If using a PAYG Meter, it is your responsibility to look after the plastic card or other device provided to you to make payment ("Meter Card"), keeping it clean, safe and free from damage.
8.5 PAYG Customers will not receive an invoice from us but will receive an annual statement detailing the supply of Electricity throughout the previous 12 months.
8.6 Please see our Code of Practice on Services for PAYG Meter Customers for further details of the use of PAYG Meters (available on our Website or by calling Customer Services on 0330 024 9000).

9 Deemed Contracts

9.1 The provisions of this clause 9 apply to Deemed Contracts only and are in addition to the other provisions contained in these General Conditions which shall be deemed to apply (insofar as appropriate) to any Deemed Contract which comes into existence in accordance with clause 9.2.
9.2 A Deemed Contract shall come into existence if:
9.2.1 you receive a supply of Electricity from us at the Supply Address and have not yet entered into a written contract with us;
9.2.2 the fixed term referred to in clause 3.2 has expired and you have not entered into a further agreement for the supply of Electricity to the Supply Address which renews or replaces the fixed term; or
9.2.3 the Agreement is terminated in accordance with clause 3 but you continue to offtake Electricity at the Supply Address.
9.3 A Deemed Contract shall commence on the date Electricity is supplied to the Supply Address (the "relevant time") and shall continue until such time as:
9.3.1 it is terminated in accordance with the provisions of clause 3;
9.3.2 you enter into a written agreement with us for the supply of Electricity to the Supply Address and supply commences; or
9.3.3 you enter into a contract with another Supplier for the supply of Electricity to the Supply Address and supply commences.
9.4 Until such time as a Deemed Contract ceases to exist, you shall be liable to pay for any Electricity supplied to the Supply Address and offtaken at the Meter Point subject to the terms and rates set out in the Deemed Contract Tariff and references in these General Conditions to 'Tariff' shall be construed accordingly. Following a Deemed Contract ceasing to exist, you shall remain liable to pay for all Electricity supplied to the Supply Address during the existence of the Deemed Contract.
9.5 Where the Meter has not been read immediately prior to the relevant time, the reading on the Meter at the relevant time shall be taken to be:
9.5.1 where you have taken a supply of Electricity at the Supply Address pursuant to the terms of a contract with us or another Supplier immediately prior to the relevant time, the reading available at the date of the last Meter read; or
9.5.2 where you did not occupy the Supply Address immediately prior to the relevant time, the reading available from the first Meter read taken after the previous occupier left the Supply Address.
9.5.3 Clause 3.3.1 shall not apply to Deemed Contracts and clause 3.3.2 shall be construed accordingly.
9.5.4 The Deemed Contract Scheme shall also apply to any Deemed Contract.

10 Codes of Practice and Complaints

10.1 In accordance with our Licence, we have in place Codes of Practice which set out our commitments to you in respect of service levels.
10.2 If we have failed in our provision of any service to you, any refund or compensation due to you will be paid in line with our Complaints Handling Procedure as set out in our Complaints Code of Practice.
10.3 Copies of our Codes of Practice are available on our Website or by calling Customer Services on 0330 024 9000.
10.4 Any complaints you may have will be dealt with in accordance with our Customer Code of Practice on Complaints Handling Procedure (available on our Website or by calling Customer Services on 0330 024 9000).
10.5 If we are unable to resolve your complaint to your satisfaction, you have the right to contact the Consumer Council by calling 0800 121 6022 or 028 9025 1600, emailing contact@consumercouncil.org.uk or writing to The Consumer Council, Floor 3, Seatem House, 28-32 Alfred Street, Belfast, BT2 8EN. The Consumer Council will investigate your complaint on your behalf at no cost.
10.6 Notwithstanding anything else in this clause 10, nothing shall prevent us or the Customer from referring any complaint to the courts of Northern Ireland.

11 Safety, Maintenance and Emergencies

11.1 Where you suspect a dangerous incident which requires urgent attention or affects the maintenance or availability of service to the electricity network please report immediately to NIE 03457643643
11.2 You shall, at all times, use Electricity in a proper, safe, and sensible way and in accordance with all relevant health and safety legislation, and shall not do anything, or allow

anything to be done, which interferes with the supply of Electricity to the Supply Address or any other connected premises.

11.3 You must not, and must ensure that no other person does, in any way interfere or tamper with, misuse, damage or neglect the Equipment or the Meter cabinet. You shall be responsible for any theft or damage to the Equipment (save in respect of natural wear and tear) and may be liable for criminal or civil proceedings in addition to the costs incurred by Firmus Energy or the Network Operator for repairing or replacing the Equipment or the Meter cabinet. Further, you acknowledge that damage which compromises the integrity or safety of the Equipment may result in the Supply Address being permanently disconnected from the Network without notice.

11.4 You are responsible for ensuring the meter and its equipment are protected. It is your responsibility to ensure they are safe, secure and in a weatherproof position. If the meter needs to be moved you must contact the meter provider to arrange moving the meter and equipment to a suitable position.

11.5 You agree that you shall without charge allow us and our authorised representatives together with the Network Operator and anyone acting on their behalf, safe, unrestricted access to the Supply Address at reasonable times (or at any time, in the case of a Network Emergency) to do anything that is required under or in connection with the Agreement (including, without limitation, installing, testing, maintaining or repairing the Equipment, Meter reading, disconnecting or reconnecting the supply of Electricity to the Supply Address or Siteworks).

11.6 If you plan to commence any construction works at the Supply Address which may in any way affect the integrity or safety of the Equipment or the Network or the siting of the Meter, you must inform us and the Network Operator of such works as soon as reasonably practicable and, in any event, not less than 60 days prior to commencement of the construction works. You shall adhere to the provisions of any direction given by us in respect of same. Failure to comply with this clause 11.6 may result in the Supply Address being disconnected from the Network if the Company or the Network Operator, upon becoming aware of the works and acting reasonably, determine that the works could present a risk to the integrity or safety of the Equipment or the Network or affect the siting of the Meter. In the event of disconnection, the Supply Address will remain disconnected until the Company or the Network Operator is satisfied that the risk has been resolved or mitigated against. The Customer shall be liable for all Pass Through Charges and any other disconnection costs incurred or payable by the Company and all subsequent reconnection charges. You may be charged for any work undertaken by us or on our behalf in connection with this clause 11.6.

12 Liability and Legal Responsibility

12.1 Nothing in this Agreement shall exclude or limit either Party's liability for:

(a) death or personal injury caused by that Party's negligence;
(b) fraud or fraudulent misrepresentation;
(c) any liability which cannot be excluded or limited by law;
(d) any rights or remedies available to you as a consumer under applicable consumer protection legislation;
(e) any obligation we have under our Electricity Supply Licence, any applicable industry code, regulation, statutory instrument or direction of the Authority;
(f) any payment, remedy or compensation due to you under any applicable statutory or regulatory compensation scheme;
(g) any other matter which it would be unlawful for us to exclude or restrict.

12.2 Subject to clause 12.1 above, we shall only be responsible to you for loss or damage which is a direct and reasonably foreseeable result of our breach of this Agreement, our negligence, or our failure to comply with any duty which we owe to you by law. We shall not be responsible for any loss or damage caused by:

(a) your breach of this Agreement;
(b) your failure to use electricity safely and lawfully;
(c) any act or omission of the Network Operator, except where we are legally responsible for that act or omission;
(d) any interruption, failure, variation or defect in the electricity network or electricity supply which is outside our reasonable control;
(e) any Force Majeure event;
(f) any loss which was not reasonably foreseeable when this Agreement was entered into.

12.3 We shall not be responsible for business losses, including loss of profit, loss of business, loss of revenue, loss of goodwill, loss of opportunity or business interruption, where you are supplied under this Agreement as a Domestic Customer and the electricity is used wholly or mainly for domestic purposes.

12.4 Nothing in this Agreement affects your statutory rights as a consumer. If there is any conflict between this Agreement and any right, protection, remedy or compensation available to you under applicable law, our Electricity Supply Licence, the Codes of Practice, or any direction of the Authority, the right, protection, remedy or compensation most favourable to you shall apply to the extent required by law or regulation. . Any limitation of liability in this Agreement shall apply only to the extent permitted by law and shall not apply where it would be unfair, unreasonable or unenforceable under applicable consumer protection legislation.

12.5 We have no liability in respect of, or in connection with, any failure of the services provided by, or any acts or omissions of, the Network Operator.

13 Data Protection

13.1 The Company is a data controller in relation to any personal information you provide to us in accordance with this Agreement.

13.2 We will only use your personal information as set out in our Privacy Notice, available at firmusenergy.co.uk/privacy. You can also obtain a copy of the Privacy Notice by contacting us on 0330 024 9000.

13.3 We may update our Privacy Notice from time to time, any updated notice will be available on our Website or notified to you if applicable.

13.4 If you have any queries regarding our Privacy Notice or use of your personal information, please contact us by:

13.4.1 calling Customer Services on 0330 024 9000, emailing DPO@firmusenergy.co.uk; or

13.4.2 writing to Data Protection Officer, Firmus Energy (Supply) Limited, 5 Trench Road, Mallusk, Newtownabbey, BT36 4TY

14 General

14.1 Save as otherwise provided in this Agreement, this Agreement is personal to you and you may only transfer it to someone else with our written agreement.

14.2 Subject to the provisions of our Licence, we may, without your consent, assign or transfer all or part of our rights and subcontract any of our obligations under this Agreement.

14.3 We may change the terms and conditions of the Agreement by providing you with 21 days' notice in writing (which shall include placing the updated Agreement on our Website). If you do not wish to continue with the Agreement as a result of the change, you must notify us of this within this 21 day period. If you notify us that you do not wish to continue with the Agreement, the updated Agreement will not take effect and the Agreement, in its unchanged form, will terminate 28 days from the date of receipt by the Company of your notification.If you do

not notify us within the 21 day notice period or fail to comply with the provisions of clause 3.3.2 within the 28 day notice period, the change will be applied to the Agreement without further notice.

14.4 A current copy of our General Conditions is available on our Website or by calling Customer Services on 0330 024 9000.

14.5 In the event of any conflict between the terms of these General Conditions and any Special Conditions, the Special Conditions shall take precedence unless expressly stated otherwise.

14.6 If either Party is, by reason of Force Majeure, unable wholly or in part to carry out any of its obligations under the Agreement, then the Party affected shall be released from its obligations hereunder to the extent to which they are affected by Force Majeure and for the period during which those circumstances exist, provided that:

14.6.1 the Party seeking relief under this clause 14.6 shall advise the other Party as soon as practicable by notice in writing of the Force Majeure together with its estimate of the likely effect of the Force Majeure on its ability to perform its obligations and of the likely period of such Force Majeure having regard to the matters referred to in clause 14.6.2, and

14.6.2 the Party affected shall use all reasonable endeavours to terminate the circumstance of Force Majeure if and to the extent reasonably practicable and with all reasonable speed and at reasonable cost, but nothing in this proviso shall limit the absolute discretion of the Company in relation to the settlement of any labour dispute constituting circumstances of Force Majeure. The Parties acknowledge that Force Majeure shall not release any Party from any obligation to pay amounts due under the Agreement.

14.7 No waiver of any default or delay in enforcing rights under the Agreement by the Parties shall be construed as a waiver of any rights or remedies.

14.8 If any part of the Agreement is found to be unenforceable, this will not affect any other part of the Agreement.

14.9 Any notices required under the Agreement shall:

14.9.1 in the case of the Customer, be delivered to the Supply Address; and

14.9.2 in the case of the Company, be delivered to the Customer Services Manager at Firmus Energy (Supply) Limited, 5 Trench Road, Mallusk, Newtownabbey, BT36 4TY or such other address as may be notified by one Party to the other Party from time to time.

14.10 Any notice served under the Agreement shall be deemed to have been received:

14.10.1 if delivered by hand, at the time of delivery; or

14.10.2 if delivered by prepaid second class post, at 9 a.m. on the second working day following the day of posting; or

14.10.3 in the case of a notice sent by the Company to an email address the Customer has confirmed can be used for notices, at the time the email is sent.

14.11 A person who is not a Party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

14.12 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.

14.13 Each Party acknowledges and confirms that, in entering into the Agreement, it has not relied on and shall have no right or remedy in respect of, any warranty, representation or undertaking (whether made negligently or innocently) other than as expressly set out in the Agreement. Nothing in this clause shall limit or exclude any liability for fraud.

14.14 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Northern Ireland. Each Party irrevocably agrees that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

14.15 To discuss any queries or issues (including alternative forms of communication) please contact Customer Services by calling 0330 024 9000. Please note that calls will be charged at the same rate as standard landline numbers. Please note that we will only deal with the named account holder for data protection purposes.

15 Your connection to electricity supply

15.1 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 local electricity network 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. 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 are entitled to negotiate terms of connection of your premises to the Network Operators 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.

15.2 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 contact the Network Operator, The Network Operator can be contacted on 03457 643 643.