

The admin stuff...





ClickEnergy Electricity Supply
Deemed Contract Scheme
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➔ 1. Introduction

This Electricity Supply Deemed Contract Scheme (the “Scheme”) is made pursuant to paragraph 1 Condition 28 of the Electricity Supply License held by Click Energy (the “Licensee”) in accordance to a contract for the supply of electricity deemed to have been made under paragraph 3 of Schedule 6 of the Electricity (Northern Ireland) Order 1992 (the “Order”).

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1.0	14/04/2015	Andy Porter
Comments		
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⇒ 2. Background

In accordance with paragraph 3 of Schedule 6 of the Order, ClickEnergy (“ClickEnergy”) is required to provide for deemed contracts for supply of electricity where ClickEnergy supplies electricity to any premises otherwise than pursuant to a contract. This requires ClickEnergy to make a Scheme for determining the terms and conditions which are to be incorporated into deemed contracts (“Deemed Contract”).

⇒ 3. Application

ClickEnergy’s Scheme will apply to any electricity supply point registered to ClickEnergy where an occupant consumes electricity without agreeing a “Contract”, i.e. “Supply Agreement” in advance. For example, a scenario can arise where a new tenant moves into a property where the electricity is supplied by ClickEnergy, but does not contact and inform ClickEnergy immediately, thus consuming electricity without an agreed Contract (Supply Agreement).

⇒ 4. Terms & Conditions

- 4.1 Any Customer being supplied with electricity by ClickEnergy other than in pursuance of a contract shall be deemed to have contracted with ClickEnergy for the supply of electricity in accordance with this scheme and the Terms and Conditions for Supply as appropriate.
- 4.2 The Terms and Conditions of Supply to a Domestic Customer under a deemed contract shall be the same as those applicable to a contract agreed between parties for the same product. Please see www.clickenergyni.com for a copy of these Terms & Conditions and the applicable tariff rates.
- 4.3 The Terms and Conditions of Supply to a non-Domestic Customer under a deemed contract shall be the same as those applicable to a contract agreed between parties for the same product. Please contact ClickEnergy on **0800 1 070732** to request a copy of these Terms & Conditions and the applicable tariff rates.



- 4.4 The rate applicable to a particular site, which will necessarily vary between sites as they include charges associated with the profile of the site (the level of which is set by the Network Operator (“Network Operator”), will be set out in a letter sent by ClickEnergy to the customer.
- 4.5 Where a meter site is not read immediately before the time at which the customer took responsibility for a site, ClickEnergy reserves the right to estimate the quantity of electricity supplied to the site (based upon the data it holds) until the time the meter is read or the customer ceases to take supply of the electricity or Click Energy ceases to supply electricity to the premises under the Deemed Contract.
- 4.6 The Scheme shall commence and take effect (“Commencement Date”) from the date that a customer starts taking a supply of electricity from ClickEnergy, other than pursuant of a contract.
- 4.7 Click Energy will provide a copy of the Deemed Contract on request to the customer within a reasonable time upon receiving that request.
- 4.8 Any Deemed Contract under this scheme will terminate automatically in the event that a “Last Resort Supply Direction” is given by the Utility Regulator to another Electricity Supplier in relation to the premises supplied under the Deemed Contract.
- 4.9 Where a Customer intends the premises to be supplied with electricity under a contract of supply agreed with ClickEnergy or any other Electricity Supplier, the Deemed Contract will continue to have effect until ClickEnergy or the other electricity supplier, as appropriate, begins to supply electricity to the premises under such a contract of supply.



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

- Setting out the Principal Terms of the Deemed Contract;
- Informing the Customer of the associated Terms and Conditions related to the supply;
- And enter into a contract with the customer as soon as reasonably practicable.

4.10 ClickEnergy will not impose any additional deemed rates or charges as part of this Scheme, however the Customer will remain liable for any consumption or charges outstanding at the premises under the Deemed Contract until such charges are fully discharged.

4.11 The Deemed Contract will terminate, and is not subject to a termination fee, once the Customer enters into a contract with ClickEnergy or any other electricity Supplier.

⇒ 5. ClickEnergy's Obligations

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

⇒ 6. Glossary of Terms

"ClickEnergy" means Project Plug Limited t/a Click Energy NI, the company which supplies electricity to you under this Agreement, also referred to as "us", "our" or "we". For queries about your account, bills and / or payments telephone **0800 1 070732** or e mail **chat@clickenergyni.com**;

"Contract" / "Supply Agreement" means an agreement whereby a customer registers for supply with ClickEnergy in



advance of any consumption, and agrees to ClickEnergy's Standard Terms & Conditions, as published at www.clickenergyni.com;

"Commencement Date" has the meaning provided in clause 5.5 of this Scheme, as noted above.

"Customer" means a domestic or non-domestic customer as within the meaning of the Supply License;

"Deemed Contract" relates to the terms and conditions that will apply to a deemed contract, being a contract that, by law, is imposed between parties where no existing contractual relationship exists (a "Deemed Contract");

"Domestic Customer" has the meaning given to such term as in the ClickEnergy Electricity Supply License;

"Last Resort Supply Direction" means a direction given by the Utility Regulator in accordance with Condition 22 of the Supply License;

"Network Operator" means Northern Ireland Electricity 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. For queries about power failures and quality of supply telephone **03457 643 643** or email customercontact@nie.co.uk;

"Non-Domestic Customer" has the meaning given to such term as in the ClickEnergy Electricity Supply License;

"Principal Terms" has the meaning as defined in Condition 1 (Interpretation and Construction) of ClickEnergy's Electricity Supply Licence;

"Relevant Date" means the earlier of:



- a) the day after the end of any period within which you have a right to withdraw from and cancel the contract;
- b) 10 working days after the day on which you entered into the Agreement;

“Scheme” means the Click Energy Deemed Contract Scheme made pursuant to the Order;

“Supply License” means the Electricity Supply License granted to Click Energy by the Northern Ireland Utility Regulator;

“Terms and Conditions of Supply” means the terms and conditions that ClickEnergy apply, as set out in sections 5.1 and 5.2 above;

“Utility Regulator” means the Northern Ireland Authority for Utility Regulation.



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