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Commercial Terms and Conditions



Terms and Conditions for Supply for Commercial Customers of ClickEnergy

➔ As a commercial customer of ClickEnergy you are bound by the following terms and conditions. By entering into this Agreement, you agree to your information being used and disclosed in accordance with these terms (including Section 20 on Data Protection).

1 Scope of Agreement

This document sets out the terms and conditions for the supply of electricity

by: Project Plug Limited trading as ClickEnergy, a company having its registered office at 1st Floor, Timberquay, 100-114 Strand Road, Derry, BT48 7NR ("ClickEnergy / we / us")

to: a person or entity ("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.

This Agreement is for use if you are a Commercial Customer (as defined in the Electricity Supply Licence granted to us). In general, you will be a Commercial Customer if you are taking electricity wholly or mainly for a commercial purpose.

By entering into this Agreement you agree that you are a Commercial Customer. If you cease to be a Commercial Customer, you agree to inform us within 7 days of the change taking place.

As your supplier, we arrange for delivery of electricity to your premises. 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. See Section 22 for more information on the role of the Network Operator.



2 Provision of information

If you are a new customer on and from 1 September 2015, you acknowledge and agree that prior to your entering into this Agreement ClickEnergy has:

- explained and drawn your attention to the Principal Terms of this Agreement
- informed you of the Energy Consumer Checklist and where you can obtain a copy, and that you may request a copy from ClickEnergy free of charge
- given you a written copy of this Agreement

by the issue of the 'Welcome Pack' from ClickEnergy, using your preferred method of communication.

3 When this Agreement applies and when it starts

This Agreement applies if:

- you have chosen ClickEnergy to be your electricity supplier. The Agreement starts from the date you agreed as the start date on the phone or via your registration on the ClickEnergy website.

4 Commencement of supply

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 no later than 15 working days after the Relevant Date, unless:

- you request that supply starts from a later date
- a third-party supplier registered for the premises objects to the transfer of your premises to ClickEnergy; or
- there are circumstances beyond our control which prevent us from starting to supply by that date.

5 Variations to this Agreement

We may change the terms of this Agreement at any time. However, we will provide you with a minimum of 21 days' notice of any impending changes. If you do not accept the changes, you may terminate this Agreement as described in Section 6 (Ending this Agreement). We will publicise details of these changes in advance, as stated above.



6 Ending this Agreement

This Agreement continues until it is terminated in accordance with the terms of this Agreement. You can terminate this Agreement within 10 working days:

- if your premises has previously had a supply of electricity, the date you accepted it on the phone
- if your premises is registered to ClickEnergy and you are receiving a supply of electricity from us without having requested it, the date you moved into your premises
- if your premises has not previously been connected to the electricity Distribution System, the date you agreed as the start date on the phone, or when your premises is connected to the electricity Distribution System (whichever date is the later).

To do this, simply email us stating your name, address and contact number to **business@clickenergyni.com**.

You can terminate this Agreement where:

- you switch to another supplier
- when you move premises
- you do not accept the changes to the terms of this Agreement proposed by ClickEnergy under Section 5 above
- you wish to end your supply by having it cut off.

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.

If you are moving premises, you should give us at least two working days' notice. This Agreement will then end on the first of the following events:

- on the date we agree
- when the next meter reading is due or
- when someone takes over the supply.

You must pay for all electricity used up until this Agreement ends. If you don't provide a final meter reading, we will estimate 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. 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 disconnection takes place. In order to provide electricity, we require an electricity supply licence. If we lose our licence, either you or we may end this Agreement immediately. Even if you do nothing, the Authority may direct another supplier to take over your account from us in order to make sure you do not lose supply. If this happens, this Agreement with us ends automatically when the Authority's direction takes effect.

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:

- 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
- 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 component
- 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
- you no longer own, rent or use the premises
- there is a risk of danger to you or other members of the public if we continue the supply

Note that, when this Agreement terminates, you are still liable for any amounts you owe us.

7 Tariffs / Charges and Payment

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". For details on current tariffs and applicable charges please visit our website at www.clickenergy.com or call our customer helpline on **0800 1 070 732**.

When you register as a Commercial Customer, we will confirm the name of your tariff and take you through any associated unit rate(s)



and charge(s) applicable. We will also send you written confirmation of this 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 ClickEnergy.

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

You will receive bills from us for your electricity usage. We may use your consumption history and standard industry practice to estimate your usage, 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.

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

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, contact our Customer Helpline, or alternatively refer the matter to the Consumer Council.

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

- reasonable charges for providing copy bills where requested by you
- for late payment
- if work has to be carried out at your meter as a result of you tampering or interfering with the meter
- other reasonable costs that arise if we have to take action because you break the terms of this Agreement.

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



If your supply is subject to VAT at the higher rate, then the Climate Change Levy may also be applicable. Different terms and conditions may apply in this case. If you are granted relief from Climate Change Levy through one of the government-approved schemes, you must send the Supplier Certificates to ClickEnergy, 1st Floor, Timberquay, 100-114 Strand Road, Derry, BT48 7NR at least 5 working days prior to their application. Relief from Climate Change Levy cannot be backdated, and we cannot accept any liability for late receipts of Supplier Certificates.

8 Paying for supply

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

We offer a variety of payment methods for paying bills, including Direct Debit (monthly) if in arrears. Further details of these are given in our Codes of Practice (see Section 14).

We may approve other payment schemes that are requested by you. Contact our Customer Helpline 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.

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

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.

9 Late payment

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



charges):

- where we visit your premises
- where we get a warrant of entry and carry it out, and where we incur any tracing costs
- where your bank returns a cheque to us unpaid, or rejects a Direct Debit, because there is not sufficient money in your account.

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.

If you do not pay your bills we may also:

- change the frequency that we send you the bills
- require you to provide a guarantor

The identity of the guarantor and the amount of the guarantee to be given must be acceptable to ClickEnergy at our discretion.

10 Security Deposit

We may ask you for a deposit as security against payment in certain circumstances. If we ask you for a deposit and you do not pay the deposit or make payments by direct debit, we may refuse to supply you with electricity.

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 ClickEnergy 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.

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

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:



- within 28 days of supply ending under this Agreement

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

11 About your electricity meter

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. In such circumstances, you should contact the Meter Provider.

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.

Metering equipment is presumed to be accurate. If you do not accept the accuracy of yours, you should notify us or the Meter Provider without delay. 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 there has been damage to or interference with the metering equipment. You agree to provide us with all relevant information that we may reasonably require.

You must allow the Meter Provider safe access to the meter at any time in an emergency. You must also provide access to the meter at all reasonable times to enable the Meter Provider to:

- install, repair, remove or replace the meter
- read, test or inspect the meter
- cut off or reconnect your supply.



12 Meter Charges

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:

- damage to a meter if the damage is your fault
- carrying out a meter accuracy test if you ask for this and we do not find a fault with the meter
- warrants of entry that may have to be applied for
- visits to your premises relating to inspecting or changing your meter.

For details on current applicable charges please visit our website at www.clickenergyni.com or call our customer helpline on **0800 1 070 732**.

13 Cutting off your electricity supply

If you have difficulty in paying your bills, we adopt procedures that aim to avoid disconnecting your premises. A Code of Practice setting these out is available on request (see Section 14). Nonetheless, we reserve the right to cut off your supply in the following circumstances:

- you have broken the terms of this Agreement
- you refuse to provide a security deposit or enforceable guarantee when we ask you to do so, and you do not choose to pay by Direct Debit (or alter the terms of an existing Direct Debit) if requested by us
- it is not reasonable, in all the circumstances, for us to supply you
- you refuse to provide us with all the details that we require to register you for a supply.

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.

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. In such circumstances, we may ask the Network Operator to cut off supply on our behalf.



14 Codes of Practice

We have Codes of Practice that provide guidance to the services we provide. The Codes of Practice cover the following areas:

- Paying for your electricity
- Services for prepayment meter customers
- Efficient use of electricity
- Complaints handling procedure
- Provision of services for persons who are of pensionable age, disabled or chronically sick
- Payment of bills

The Codes of Practice may be amended from time to time and new ones introduced in addition to those codes listed above.

15 Making a Complaint

If you are unhappy with any aspect of the service we provide, please contact us by calling us on **0800 1 070 732**, emailing us at **chat@clickenergyni.com**, using our online 'Live Chat' tool at **www.clickenergyni.com** or by writing to us at "Complaints Team, ClickEnergy, 1st Floor, Timberquay, Strand Road, Derry / Londonderry, BT48 7NR".

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 as above. We endeavour to resolve all complaints within five working days, where possible.

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. Contact them by calling **0800 121 6022**, email **complaints@consumercouncil.org.uk** or write to: The Consumer Council, Floor 3, Seatem House, 28-32 Alfred Street, Belfast, BT2 8EN. You have the right to refer complaints that relate to billing matters to the Authority where the Consumer Council has not been able to resolve the complaint to your satisfaction.

16 Legal liability

We will only be liable to you for direct losses resulting from our breaking the terms of this Agreement. You will only be liable to us for direct losses resulting from your 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.



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.

17 Limit of liability and Insurance

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.

18 Other legal rights

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 (NI) Act 1987.

19 Circumstances outside our control

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

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.

Please refer to Section 22 for more information about your agreement with the Network Operator.

20 Data protection

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 this information, including the Data Protection Act 1998. Any personal data you supply to us will only be used for the purposes indicated in this Section 20 unless we notify you otherwise. We confirm that we will not disclose, transfer or sell your personal data to any third party for any purpose except as stated here in Section 20.

By entering into this Agreement, you agree to your information being used and disclosed in accordance with the terms of this Agreement (including Section 20).



20.1 What information we may collect about you and how we collect it.

We and our agents may collect data about you:

- from you (including your name, address, telephone number(s) (fixed line and mobile), email address, age, information about your health, and your bank details where you sign up for direct debit payments)
- from records we hold about you where we have had a previous relationship with you (for example, if you were previously our customer)
- from third parties, including other electricity suppliers and credit reference agencies to make a decision about the payment methods or other arrangements we offer you. Credit reference agent data may include public, electoral register, shared credit and fraud prevention information. The credit reference agent check will leave a footprint on your file which may be seen by other lenders.

20.2 How we use the information we collect about you

We will use and disclose the information we have about you and your account to:

- communicate with you by letter, telephone, email, text (SMS) or multimedia message, instant messaging (web chat) or other electronic means (such as a message through a smart meter)
- administer your account
- provide our services and products to you
- comply with legal requirements and obligations to third parties.

This includes processing information for the purposes of:

- setting up, monitoring and managing your account
- obtaining credit references
- implementing a change of supplier
- obtaining, maintaining and exchanging information on meter points
- reporting to the Authority and government departments
- billing
- call data management (as described below).

We may monitor and record any communications we have with you, including telephone conversations, instant messaging (web chat), email and other electronic communications, and use any recordings,



or transcripts from them, for training purposes or to investigate any complaint you may make or as evidence in any dispute or anticipated dispute with us.

We may ask you for additional information that we may reasonably require for the purposes described above. (For example, we may need to know if you own your property or if you are renting it from another person). If you do not provide us with this information, we may not be able to administer your account and/or provide services or products to you.

Please note we may use your information for marketing purposes. We may send you information about our products and services and those of carefully selected third parties (whose products and services may be unrelated to ours) that we feel may be of interest to you. This information may be sent:

- by non-electronic means, including by post, live telephone calls or where we visit your premises
- by electronic means, including by email, SMS (texts) or multimedia messaging, smart phone applications, pre-recorded telephone messages or through your smart meter, only where we have your consent or where we are otherwise permitted by law to do so.

Where you have provided us with your email address, we may email you to ask for your consent to send you marketing information by electronic means.

Where we have your consent to send you marketing by electronic means or where we are permitted by law to do so, and you cease being our customer, we may still send you marketing information unless you tell us that you no longer wish to receive this information.

If you would prefer not to receive any marketing information from us please write to us, providing your account number (if applicable), name, address, postcode and email address (if applicable).

If you tell us that you do not wish to receive marketing information from us, we will not send you any as set out in (a) and (b) above. However, we may still contact you for the other purposes outlined in Section 20 (for example, to administer your account).



20.3 Who we may share your information with

We may share the information we have about you (including your name and address) with all relevant industry organisations – for example, the network company Northern Ireland Electricity (NIE) Networks Ltd – based on agreed industry procedures.

We may pass information about you to our agents and service providers when relevant for the purposes set out in this Section.

We may share information about you and your account with other agencies or third parties with whom we are (or believe ourselves to be) entitled or obliged to share such information. These may include electricity suppliers, financial institutions, credit reference, fraud prevention and debt collection agencies.

We will release your account details as part of the process of selling one or more of our businesses or to any organisation to whom we may transfer our rights or obligations under this Agreement.

In order to transfer your energy supply we may also need to contact your current and any previous or future supplier in order to:

- establish all relevant details to help with the transfer of your supply, and
- establish the details of any outstanding debt you may owe them or us.

If your current supplier or any previous supplier agrees to transfer to us the right to collect any debt you owe to that supplier, you agree to pass over all relevant account information to us. If you transfer to a new supplier and you owe us money, we may tell the new supplier about the debt.

20.4 How long we hold your information for

How long we keep your information will depend on the purposes for which we use it. We will only retain your information for as long as is necessary for such purposes. In particular:

- we will keep information about you that is necessary for us to provide you with a service or product you have requested or purchased for as long as it takes us to provide that service or product
- we will keep your contact details for marketing purposes for as long as we have your consent to send you marketing



- information or for as long as we are permitted to do so by law
- we will keep records of any transactions you enter into with us or services or products you receive for up to six years. This is so that we can respond to any complaints or disputes that arise in that period
- we will keep other information about you if it is necessary for us to do so to comply with the law or to protect our or another person's interests.

20.5 Access to your information

Upon payment of a fee of £10 and by written request to our Data Protection Officer you may access details of the personal data we hold about you.

You also have the right (without charge) to require us to correct any inaccuracies in your information and we encourage you to do so to ensure the information we have about you is up-to-date.

21 General

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

We may transfer any of our rights under this Agreement to another organisation and any of our obligations to any other licensed electricity supplier, subject to the terms of our licence. We will tell you as soon as we reasonably can if we transfer any rights or obligations. We may also subcontract anything we have agreed to do under this Agreement, though 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.

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. 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.



22 Your connection to the electricity Distribution System

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.

By entering into this Agreement with us, you agree that you are also entering into a Connection Agreement with the Network Operator (NIE Networks Limited) for connection of your premises to its network. The terms of that Connection Agreement are the Standard Connection Terms and Conditions. You can find out more about the Standard Connection Terms and Conditions by calling your Network Operator or by visiting the Operator's website at www.nienetworks.co.uk

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. However, 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. You must also inform us if that Connection Agreement terminates.

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 it provides. 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, contact your Network Operator.



23 Glossary

Authority means the Northern Ireland Authority for Utility Regulation, which regulates the electricity industry.

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 22.

Consumer Council means the Consumer Council, which is an independent body representing consumers' interests.

Distribution System has the meaning as defined in Condition 1 (Interpretation and Construction) of ClickEnergy's Electricity Supply Licence.

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.

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.

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.

ClickEnergy means Project Plug Limited t/a ClickEnergy – the company that supplies electricity to you under this Agreement, also referred to as “us”, “our” or “we”.

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:

- the day after the end of any period within which you have a right to withdraw from and cancel the contract
- 14 days after the day on which you entered into the Agreement.



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