

BUDGET ENERGY LTD. DOMESTIC CUSTOMERS: GENERAL TERMS & CONDITIONS FOR THE SUPPLY OF ENERGY

Effective from 10th September 2021

These are the general terms and conditions on which we will supply energy to you. These general terms and conditions, along with your customer agreement form, Welcome Letter and the tariff specific Terms and Conditions form your Agreement with us.

You should also refer to our Codes of Practice and Customer Charter which are available to You in accordance with Condition 15 of these General Terms and Conditions.

TERMS AND CONDITIONS OF SUPPLY

The Company agrees to sell and the Customer agrees to buy electricity all subject to and in accordance with these terms and conditions.

It is agreed as follows:

1 DEFINITIONS;

In this document:

- 1.1 **'Agreement'** has the meaning given in condition 2 below.
- 1.2 **'Authority'** means the Northern Ireland Authority for Utility Regulation.
- 1.4 **'Company', 'We', 'Us', 'Our'** means Budget Energy Limited (company number NI073739) acting in its capacity as the supplier of electricity or its successors or assigns.
- 1.5 **'Customer Agreement Form'** means Our Customer Agreement form in relation to Our supply of electricity signed by You
- 1.6 **'Customer', 'You', 'Your'** means the person or persons who enters into this Agreement with Us for the supply of Electricity and the person taking the supply at the Supply Address (in each case whether owner or occupier). If more than one person enters into this Agreement, then each person shall be jointly and severally liable to Us.
- 1.7 **'Deemed Contract'** means, as between a supplier and a consumer, a contract for the supply of electricity to have been made under section 12 of the Energy Act (Northern Ireland) 2011. [see Condition 13]
- 1.8 **'Enabling Legislation'** means the laws, regulations and rules regulating the supply of Electricity in Northern Ireland, including the Electricity (Northern Ireland) Order 1992, the Energy (Northern Ireland) Order 2003 and the Energy Act (Northern Ireland) 2011, relevant European directives and/or regulations, the Network Code and the Licence (as each may be amended or re-enacted from time to time).
- 1.9 **'Fixed Term'** has the meaning given to it in condition 5.3 below.
- 1.10 **'Last Resort Supply Direction'** means a direction given by the Authority to a supplier of electricity requiring it to make available a supply of electricity to premises previously supplied by another supplier.
- 1.11 **'Licence'** means the licence(s) issued to Us by the Authority for the supply of Electricity in Northern Ireland.
- 1.12 **'Meter'** means the device fitted to record the Electricity You use and also includes any associated equipment.
- 1.13 **'Meter Tampering'** means any unauthorised use of the Meter and/or other equipment installed at the Supply Address or other property in connection with the supply of Electricity to the Supply Address and/or other tampering with the supply of Electricity to the Supply Address.
- 1.14 **'Network Code'** means that document so described and published by a Network Operator by virtue of the Network Operator's licence.
- 1.15 **'Network Operator'** means the organisation who owns or operates the electricity transmission or distribution network or provides metering services in Northern Ireland, as applicable.
- 1.16 **'Party'** means You or Us.
- 1.17 **'Pass Through Charges'** means all third party levies, costs, charges, taxes, duties or levies wholly or partly relating to the supply of Electricity to the Supply Premises or which We are otherwise entitled or required to pass through to You.
- 1.18 **'Start Date'** means the date on which Electricity is made available to You from Us at the Supply Address.
- 1.19 **'Supply Address'** means the domestic property owned or occupied by You to which We supply Electricity.
- 1.20 **'System'** means the electricity transmission or distribution system owned by the Network Operator for the conveyance of Electricity as authorised in the Network Operator's licence.
- 1.21 **'Tariff'** Means Our pricing structure applicable to Your account and agreed at the contract agreement.

2. SUPPLY OF ELECTRICITY

- 2.1 We will supply Energy to You at the Premises for the duration of the Customer Agreement or until it is ended by either of us in accordance with Conditions 11 and 12. We may issue You with additional product-specific terms and Conditions depending on the product You choose. Information in relation to any such additions will be issued to You as required.
- 2.2 The quantity of Energy consumed by You shall be determined by periodic Meter readings including Estimate Meter Readings provided by the Network Operators or generated by Us.

3. WHEN THIS AGREEMENT STARTS

- 3.1 This Agreement commences and runs from the date that you:
 - a) signed it; or
 - b) accepted it on the phone; or
 - c) sent in an online application; or
 - d) a date agreed between you and us; or

If none of these apply to you, the agreement starts when you start taking supply of electricity from us at the relevant Supply Point. This may be through a deemed contract, this deemed contract will continue to apply until we supply you through an agreement you have signed, or accepted on the phone or accepted online, or until you take supply from another electricity supplier.

- 3.2 If we are taking over from another supplier or where the relevant premises is already connected to the electricity distribution system, we shall begin supplying electricity under the this Agreement normally within 10 working days and by not later than 15 working days after you this Agreement has begun in accordance with clause 2.1, unless:
 - a) You request and agree with us a later date for the start of the supply of electricity starts; or
 - b) the Registered Supplier for the premises objects to the Supplier Transfer; or
 - c) there are other circumstances beyond our control which prevent us from starting supply within 15 working days.

4. COOLING OFF PERIOD

- 4.1 You have the right to cancel this Customer Agreement within 14 calendar days of You agreeing to the supply of Energy from Us. To cancel Your agreement please contact our Customer Service Team on 0800 012 1177 or by completing and returning your cancellation form.

- 4.2 Any cancellation made within this 14-day period will be without any Exit Fee to You. However, if You request a cancellation after the Cooling Off Period has ended an Exit Fee may be applied to Your account for each fuel ended.

5. ENERGY TARIFFS

- 5.1 The price payable by You for Energy supplied by Us is set out in the Tariff as presented to and agreed with You at the time of entering this Customer Agreement.
- 5.2 Our current publicly available Tariffs are available for view at www.budgetenergy.co.uk
- 5.3 As a new Customer, You may be provided with an introductory fixed term Tariff. On the expiration of any fixed term contract Your Tariff will automatically be changed to Our standard Tariff or another Tariff as chosen by Us and as applicable at the time. To ensure that You have adequate notice of the impending change in Tariff and/or the expiration of a fixed term contract we will provide You with between 21 & 42 days' notice of the ending of Your fixed contract term agreement. If You end the Customer Contract prior to the expiry of this fixed contract period, You may be liable to pay an exit fee in accordance with your tariff specific terms and conditions.
- 5.4 Changes to the Budget Energy Standard Tariff will operate independently of the expiry of a Customers' introductory offer.
- 5.5 From time to time, we may, at our sole discretion, offer certain categories of Customers (which may or may not include You) special Tariffs, for a certain period, which will be determined by Us.
- 5.6 Any notification issued will state the date from which the change in Tariff will come into effect.
- 5.7 We are not required to notify You of any special Tariffs introduced by Us from time to time. We shall have no liability to You and will not be held accountable if You do not avail of any such special Tariff or You have chosen the incorrect Tariff. If Your Energy Consumption is more than what We deem (acting reasonably) to be appropriate for a domestic Customer, we will notify You of this and We may change You to an alternative large residential user Tariff that would be more appropriate for Your Consumption.

6. PAY-AS-YOU-GO KEYPAD METERS

- 6.1 You may ask for a prepayment keypad meter and we will arrange for one to be installed if it is safe and practicable to do so.
- 6.2 You must allow access for the installation of, or replacement of your current meter with, a prepayment keypad meter on the provision of reasonable notice from us to you if:
 - (a) You do not meet our credit criteria and our credit checks indicate to us that this is an appropriate payment method for you; or
 - (b) We have reason to believe that the existing meter has been tampered with; or
 - (c) You fail to pay or are late in paying any amount due to us (including but not limited any security deposit requested)
 - (d) You owe us monies and by installing a pay-as-you-go keypad meter we can avoid your account going further into debt.
- 6.3 If you do not allow access in line with clause 6.2 we may engage in warrant proceedings to gain a warrant for entry to enable us to enforce a pay-as-you-go keypad meter. If you have a pay-as-you-go keypad meter, any debt or arrears on the account may be recovered as a percentage of subsequent purchases of electricity through the keypad meter. This percentage will be agreed with you based on your individual circumstances as outlined in our Codes of Practice on the Services for Prepayment Meter Customers and may be anything up to 40%, or higher if requested by you.
- 6.4 Keypad meter top-ups can be bought at any Payzone or Paypoint outlets, using a credit or debit card over the Telephone at 0800 012 11 77, online at www.budgetenergy.co.uk, or via the Budget Energy App.
- 6.5 Our Code of Practice on the Services for Prepayment Meter Customers sets out the services we offer to pay-as-you-go keypad meter customers is online at our website and is also available on request.
- 6.6 By paying for your electricity through a pay-as-you-go meter you accept that you will need to top up the keypad meter in order to receive electricity. If you fail to top up the keypad you could cause inconvenience, loss, damage and/or injury to yourself, other occupiers and visitors to the premises and by acceptance of this Agreement you acknowledge we shall not be held responsible for this.
- 6.7 If you have a pay-as-you-go keypad meter you will not receive a bill from us. However, we will send a statement of your account on an annual basis.
- 6.8 If you use a pay-as-you-go keypad meter it is your responsibility to look after the key and/or plastic card or other device for payment keeping it clean, safe and free from damage.

7. METERS AND METER READINGS

- 7.1 Your electricity meter is owned, serviced and read by NIE Networks (the Meter Provider). We're not responsible for any damage caused by the meter or by any representatives of the Meter Provider who may attend at your premises in connection with the meter and you should contact the Meter Provider in such circumstances. Your supply of Energy will be measured by metering equipment installed and maintained in line with your Connection Agreement with NIE Networks. The Network Operators staff, its agents or contractors will endeavour to read the Meter in line with the Meter read schedule.
- 7.2 Meter readers must have easy access to read your meter. The meter must also be in a safe, secure and weatherproof position. Metering equipment is presumed to be accurate. You should notify us, or the Meter Provider without delay if you do not accept its accuracy. Where such notification is given the metering equipment will be examined as soon as practicable. You should also notify us, and the Meter Provider without delay if you believe that there has been damage to or interference with the metering equipment. You agree to provide us with all relevant information, which we may reasonably require.
- 7.3 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:
 - a) Install, repair, remove or replace the meter; or
 - b) Read, test or inspect the meter; or
 - c) Cut off or reconnect your supply.
- 7.4 You must comply with all Conditions of the Network Operator or as provided by Budget Energy on behalf of the Network Operator regarding the Energy Connection and any related matters. A copy of the Network Operators terms and Conditions can be found at www.nienetworks.co.uk or calling 03457 642 643.

- 7.5 You may at any time request Budget Energy to have the Meter tested. This is subject to You paying in advance the estimated cost of the removal, replacement and testing of the Meter in line with the Site Works Agreement. This payment shall only be refunded to You if it transpires that the Meter has been incorrectly registering Your Energy Consumption. Should it transpire that You were overcharged because of this incorrect metering, the refund will include correction of same. Should it transpire that there is an undercharge, Your account will be corrected to reflect same.
- 7.6 We may at any time at Our own expense test Your Meter. If any such test reveals that the Meter is incorrectly registering Consumption, we will rectify amounts charged for Consumption in the manner detailed in Condition 7.7-7.9 below.
- 7.7 If Your Energy Consumption during any Billing Period is incorrectly calculated due to a Meter reading error, then the Charges due from You for that Billing Period shall be adjusted accordingly in the next Billing Period.
- 7.8 If the Meter stops registering or if there is evidence that the Meter is or may be registering incorrectly, the Meter shall be replaced. The average daily Consumption shall be calculated through the replacement Meter over a reasonable period. This will be determined by the Network Operator.
- 7.9 The average daily Consumption noted in 7.8 above shall be the basis for estimating the Consumption over the period of error.

8. PRICE AND PAYMENT

- 8.1 You agree to take and pay for the supply of electricity in accordance with the tariff outlined in the terms and conditions specific to your tariff which is part of this Agreement and any Charges accrued in line with this Agreement.
- 8.2 You must pay us by one of the methods agreed by us and may include in advance through a pay-as-you-go keypad meter, in arrears and by direct debit.
- 8.2 You will be charged for the Energy consumed, or estimated to have been consumed, or passed through the Meter, or estimated to have passed through the Meter at the kWh unit cost applicable to the Tariff You have chosen for the Billing Period. Other Charges as set out within Your Tariff as confirmed upon the activation of Your account may apply.
- 8.3 We may estimate your usage using your consumption history and standard industry practice and ask you for payment based on an estimated meter reading. We will do this when the meter reader fails to get access to your meter during a visit to your home and you are unable to provide us with a reading before the bill is issued. Where we have used an estimated meter reading for a bill, you can call our Customer Services via the contact details outlined to submit a reading and we will issue a new bill.
- 8.4 Where you are a customer and not on a prepayment meter we will provide you bills on a quarterly basis through your indicated preferred means of communication and including all the information as required under our Licence.
- 8.5 All bills are due on the date of issue. Payment must be made in full within 14 working days of the bill date unless we have agreed a different payment arrangement with you. We will apply VAT at the appropriate rate to all tariffs and charges. If you do not use your supply wholly for domestic purposes, it is your responsibility to give us the information we need to apply VAT at the correct rate. If your supply is subject to VAT at the higher rate, then the Climate Change Levy may also be applicable and we may require you to move to another tariff for non-domestic purposes, to which different terms and conditions apply.
- 8.6 Where the agreed payment method is through a direct debit instruction for a fixed equal amount each month we may change, where reasonable, the monthly amount payable by you and/or the number of months for which you will pay the equal amount. If you don't provide a direct debit instruction or withdraw from one or do not pay by one of the payment methods agreed with us (as appropriate to your Agreement) we may change the frequency of your bills and alter the Prices accordingly and require you to pay a security deposit or have your meter replaced by a pay-as-you-go keypad meter.
- 8.7 Where you are a customer paying for the supply of electricity through a prepayment meter we will provide you a statement at least once every twelve months outlining your consumption against your payment history and any other information as required under our Licence.
- 8.8 If You have an account with Us at another Premises, Budget Energy is entitled to transfer any credit or debt between Your accounts for Us to recover any Charges You owe to Us.

Payment options and methods are set out on the back of Your Energy Bill or Statement, on Our website and in Our Code of Practice on Payment of Bills available at www.budgetenergy.co.uk or by contacting our Customer Care Team on 0800 012 1177.

9. VARIATIONS TO GENERAL CONDITIONS

- 9.1 Budget Energy may change the terms of this Agreement, including the tariffs and charges, from time to time subject to:
 - a) Sending a written notice (by email or post), outlining the changes in clear, transparent and easy to read and understand language. This notice will be communicated to you using your preferred method of communication and within at least 21 days in advance of the date the variations are due to take effect.
 - b) Where the variation changes terms with regards to price, provide you with the new proposed tariff alongside your existing tariff. This shall be set out in terms of each tariffs respective unit rate i.e. pence per kWh.
- 9.2 We shall also publicise details of any variations to this Agreement made in exercising our right under clause 9.1 on our website and ensure that our website features the most up-to-date version of our general terms and conditions and terms and conditions specific to each tariff.
- 9.3 A variation to this Agreement does not affect your right to be able to terminate it under clause 11.7 of these general terms and conditions or under the corresponding clauses in the terms and conditions applicable to your tariff.
- 9.5 Except as explicitly set out in this Agreement, no variation of this Agreement proposed by you, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by us.

10. SECURITY DEPOSIT

- 10.1 We may ask you to pay a deposit as security against payment for your electricity in line with our licence requirements. We may request a security deposit if:
 - a) You do not meet our credit criteria and our credit checks indicate to us that this is an appropriate payment method for you; or
 - b) You fail to pay or are late in paying any amount due to us (including but not limited any security deposit requested)
 - (c) You do not pay for your electricity by direct debit or by pay-as-you-go keypad meter.

- 10.2 If you do not wish to provide a deposit, you may choose to pay for your electricity by monthly direct debit or through a pay-as-you-go keypad meter (if we are reasonably able to supply one). If we ask you for a deposit and you do not either pay the deposit or make payments by direct debit, we will insist on installing a pay-as-you-go keypad meter.
- 10.3 If you owe us money and are ending this Agreement, 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.
- 10.4 The security supplied by You is refunded to You by cheque or credit to Your account in accordance with Your instruction when:

- Within 28 days of supply ending under this Agreement if you close Your account and all outstanding Charges are settled; or
- when Your account has remained within the agreed credit terms for a minimum of 12 months; or
- you subsequently choose to pay for your electricity by monthly direct debit or through a pay-as-you-go keypad meter.

11. WHERE YOU MAY END THE AGREEMENT.

- 11.1 This Agreement may be terminated during your Cooling Off Period by you for any reason by contacting us by post, email or phone stating your name, address, and contact number at any point within 10 working days from in accordance with Condition 4.
- 11.2 This Agreement will terminate where you have agreed to switch to a new supplier when the new electricity supplier commences supply of electricity to the supply point at the Relevant Address.
- 11.3 Clause 11.2 is subject to the following:
- Budget Energy may object to and prevent the transfer where:
 - where you tell us that you have not entered into an agreement with a new supplier and want us to prevent the transfer; or,
 - you have an outstanding amount owed to Budget Energy that is over the debt levels as set by the Utility Regulator at the relevant time; or,
 - your new supplier agrees that the transfer was a mistake; or,
 - We will send you a final bill within six weeks of the transfer to your new supplier being completed and where applicable issue a refund of any credit attributable to your account at the time this Agreement ends.
 - There is no charge for transferring to a new supplier and we will endeavour to anything reasonably possible to help with the transfer.
 - Where an exit fee is applicable to your tariff you will be required to pay it upon switching to a new supplier as set out with the terms and conditions applicable to that tariff
- 11.4 You may terminate this Agreement when you move from the Relevant Address to this Agreement. In exercising your right under this clause you must ensure you do the following:
- Provide notice to us of your wish to terminate the Agreement for the reason of moving from the Relevant Address by phone, email or writing at least two working days prior to moving.
 - Provide us with details of your new address and your final meter readings to ensure a final bill can be issued to you.
- 11.5 Where you terminate this Agreement under clause 11.4 this Agreement shall be deemed to have ended on the date agreed by you with us; or, when the next meter reading is due; or, when the supply is taken over by the new resident of the relevant address or whichever is first of these.
- 11.6 If you terminate this Agreement by exercising your right under clause 11.4 and wish Budget Energy to continue to supply your electricity at your new premises, please contact our Customer Service Team in accordance with the contact details outlined at the top of these General Terms and Conditions.
- 11.7 You may terminate this Agreement where you do not accept any variations to this Agreement proposed by us under Condition 9. To terminate this Agreement under this clause provide notice of your wish to do so by phone, email or by post within the 21 day notice period.
- 11.8 You may terminate this Agreement by having the supply point at the Relevant Address disconnected from the supply distribution system. To terminate the Agreement under this clause provide notice by phone, email or by post and we will arrange within 10 working days for the supply point to be disconnected. This Agreement will terminate under this clause on the date the disconnection takes place.
- 11.9 Where this Agreement is terminated by you, you agree to provide us with a meter read for the supply point at the Relevant Address for the date of termination. If you do not fulfil your obligation under this clause it is accepted that we will estimate the final meter read for the supply point at the relevant address and provide a final bill reflecting the estimate.

12. WHERE WE MAY END THE AGREEMENT

- 12.1 This Agreement may be terminated by us by giving written notice if:
- You are in material breach of this Agreement; or
 - You have not paid a security deposit when reasonably requested; or
 - Your electricity consumption is in excess of what we, acting reasonably, deem to be appropriate for a Domestic Customer; or
 - We provide you with 28 days' notice of our intention to terminate this Agreement; or
 - We have good reason to suspect fraud or money laundering; or
 - We have good reason to believe the information you've given us is false or misleading; or
 - You fail to provide us with all the details that we require to register you for a supply of electricity; or
 - You are the subject of insolvency or bankruptcy proceedings; or
 - We are unable to provide you with a supply (including but not limited to where we lose our licence)
- 12.2 Any outstanding liability or monies owed by you to Budget Energy shall remain due to Budget Energy after this Agreement has been ended.
- 12.3 On termination of this Agreement you agree to pay any amount owed to us within 10 working days of the date this Agreement is terminated or within 10 working days of being provided with a final bill by us whichever of these is later.
- 12.4 Termination of this Agreement shall not affect either of the parties' rights, remedies, obligation and liabilities that have accrued as at termination.
- 12.5 This Agreement shall continue to apply until it ends and you must pay for all electricity used up until it ends.

13. DEEMED CONTRACT

- 13.1 In accordance with Paragraph 3 of Schedule 6 of the Electricity (Northern Ireland) Order 1992, Budget Energy Limited is required to provide for deemed contracts for supply of electricity where an electricity supplier supplies electricity to any Premises otherwise than pursuant to a contract.
- 13.2 If you own or occupy a premises where a supply of electricity is provided and you do not have a contract for the supply of electricity with Budget Energy Limited, as the registered supplier of the premises, then the Premises will be considered to be supplied by us under a Deemed Contract, the terms of which are available on our website, click here for more information.
- 13.3 The Deemed Contract will be between us, Budget Energy Limited, and you, the owner or occupier of the Premises. The Deemed Contract will start on the date when you begin to take supply of electricity in the absence of a contract for supply and shall end on the date on which we or another supplier is registered as the supplier of the Premises or on the date which we cease to supply the Premises, whichever is the earliest.
- 13.4 If you are being supplied under a Deemed Contract all reasonable steps will be taken to provide you with a notice confirming that the Premises is being supplied under a Deemed Contract and advising that you are liable to pay for any electricity consumed.
- 13.5 You will be charged at our standard electricity tariff (which shall include applicable charges, e.g. standing charges, taxes and any levies) for commercial customers, or an alternative rate, for any electricity supplied.

14. SUPPLIER OF LAST RESORT

- 14.1 This Customer Contract shall terminate without notice if the Commission gives a last resort supply direction to another Energy supplier to supply the Premises. Termination will be effective on the date that the direction takes effect. Your information may be transferred to the Supplier of Last Resort in the event of such a direction from the Commission.

15. CODES OF PRACTICE AND CUSTOMER CHARTER

- 15.1 Our Codes of Practice approved by the Authority are available to view on our website www.budgetenergy.co.uk or You can obtain a free copy by contacting us at 0800 012 1177.
- 15.2 Our Codes of Practice include further information on (i) Payment of Bills (ii) Services for Prepayment Meter Customers (iii) Efficient Use of Electricity (iv) Complaints Handling (v) Provision of Services for Persons who are of Pensionable Age, or Disabled or Chronically Sick.
- 15.3 Our Customer Charter as approved by the Authority sets out Our Customer service guarantees and is available to view on our website www.budgetenergy.co.uk or You can obtain a free copy by contacting Us at 0800 012 1177.

- 16.1 If You are dissatisfied with any aspect of Our service please contact our Customer Services Team on Freephone 0800 012 1177 or write to us at floor 1, springtown business park 141 northland road bt480gy. Our aim is to resolve complaints to the satisfaction of Our customers.

- 16.2 If you would like to know more about how we respond to complaints, please see the Budget Energy Complaints Procedure as set out in our Code of Practice on Complaint Handling by visiting www.budgetenergy.co.uk/codes-of-practice/.
- 16.3 If having followed Our Code of Practice on Complaints handling you are not satisfied with our attempt to resolve your complaint you can:
- Contact the Consumer Council for Northern Ireland. This is an independent body with statutory remit to represent electricity customers that seeks to resolve complaints and offer advice free of charge. This does not affect your statutory rights to refer your case to court. You can contact the Consumer Council by post at The Consumer Council for Northern Ireland, Seatem House, 28-32 Alfred St, Belfast, BT2 8EN, or telephone 0800 121 6022, or Email at: complaints@consumerCouncil.org.uk;
 - in respect of billing disputes where the Consumer Council has not been able to resolve the complaint to Your satisfaction, the Authority by post at The Utility Regulator, Queens House, 14 Queen Street, Belfast, BT1 6ED (or such other contact details as may be notified on the Authority's website). Any consumer can utilise this scheme at no cost to themselves.

- If after going through our Complaints resolution system, your complaint is still not resolved you have the right to take your complaint to Court.

17. BACKBILLING

- 17.1 Budget Energy will not bill you or otherwise seek to recover charges from you for electricity consumption which we have supplied to you (including via prepayment meter), where those charges are more than 13months old except where:
- the bill was issued before 1st October 2020;
 - we have previously issued a bill that we are continuing to seek payment for;
 - we have been unable to obtain an actual meter reading for the period to which the backbill relates, despite having used all reasonable efforts to do so; or
 - the backbill is the result of unlawful meter tampering or theft.

18. NOTICES

- 18.1 Any notice given under this Customer Contract shall be in writing and signed by or on behalf of the party giving it.
- 18.2 Notices required under these terms and Conditions will be in writing and may include but are not limited to: (i) sent by post or by e-mail; or (ii) published on our website www.budgetenergy.co.uk or (iii) noted on Your bill or statement.
- 18.3 Any notices sent by post will be sent to the billing address or any other address (as the case may be) notified by You to Us.
- 18.4 Any notices sent by e-mail will be sent to the e-mail address provided by You to Us (if any). We will assume You have received notices within 2 working days of the date issued unless We receive evidence to the contrary.

19. DATA PROTECTION / USE OF INFORMATION

- 19.1 As a normal part of supplying you with Energy, Budget Energy inevitably holds some of Your personal data such as Your name, address, telephone number, Energy meter readings, invoices issued to you, payments received from you and telephone recordings. This condition clearly describes how we process that personal data, how we respect your privacy, and how You may exercise your right to receive a copy of that personal data. At all times, we treat your personal data in compliance with relevant data protection and ePrivacy Laws and Regulations.

- 19.2 Information You provide or that We hold about You may be used by Us in connection with:

- Contractual purposes for Us to identify You when You make enquiries or to contact You through mail, telephone or other electronic means about your account;
- For Our legitimate interests in undertaking market research and analysis or for demonstrating and testing computer systems;
- For statutory purposes to comply with legal obligations to help Us prevent and detect crime, fraud, money-laundering or loss; and
- For Our legitimate interests in marketing about our services and products that you have purchased from us and/or which may be of interest to You; and
- For Our legitimate interests in marketing about services and products in which we think you would be interested but only from other members of the DCC group who observe the same high levels of data protection as We do.

Information You provide or that We hold about You may be used by Us in connection with contractual purposes:

- To help administer any accounts, services and products provided by Us to You now or in the future;
- To recover outstanding amounts and make reimbursements to You.

Information You provide or that We hold about You may be used by Us in connection with legal obligations:

- to help prevent and detect crime;
- to ensure the health and safety of You and any other stakeholders affected by our operations.

- 19.3 We may monitor or record telephone calls for security purposes or to monitor or improve Our customer standards of service or to help prevent or detect fraud.

- 19.4 We may obtain searches about You from credit reference agencies. We and/or that credit reference agency may retain a record of any credit checks and details of Your account and such details may be passed to other organisations, including debt collection agencies, to allow Us and/or them to access further applications by You or for Our or their debt tracing, debt collection and fraud prevention purposes. This includes tracing those who have moved and are in default.

- 19.5 Where applicable, it is in our legitimate interest to obtain information from Your previous supplier that will enable Us to take over Your supply safely and efficiently.

- 19.6 Where applicable, it is in our legitimate interest to contact Your current or former landlord or tenant for the purposes of establishing dates of occupation and Energy usage.

- 19.7 In circumstances where You have provided false or inaccurate data and fraud is suspected, We may provide Your data to appropriate credit reference and fraud prevention agencies and law enforcement agencies including the Police and Revenue.

- 19.8 Where applicable, We can obtain/provide information from/to Network Operators about You in order to service your account fully. This would be a legal obligation on both parties involved.

- 19.91 We may from time to time contact you in writing and/or by phone and/or by email, sms with safety and marketing information (strictly related to your supply of products and services of Flogas or other members of the DCC PLC who operate to the same data protection standards as Us). The marketing material may be with Your Invoices, with letters to You from Us or just on its own. Such contact may be by third party agencies carefully selected by Us who work for us. Your contact will be in accordance with the relevant Data Protection and ePrivacy Laws and Regulations, and line with Our Code of Practice on Marketing. If at any stage You do not wish to receive marketing information from Us, You can opt out by contacting Us on 0800 012 1177 or emailing Us at privacy@budgetenergy.co.uk or sending a letter to the address stated in 21. More details about how we look after Your data and Our marketing approach are available in Our privacy policy at <https://budgetenergy.co.uk/privacycentre/>

- 19.10 We must keep Your data accurate, up to date and safe at all times and You have the right to have your data corrected. You also have the right to be forgotten so should You no longer be Our customer and We no longer require to hold Your personal data on file. In this instance We can delete or anonymise Your data so You are no longer identifiable on Our systems.

- 19.11 If You wish to obtain a copy of the data held about You on Our systems please contact Us by phone, or email privacy@budgetenergy.co.uk or write to Us at Floor 1, Springtown Business Park 141 Northland road BT480GY and We will issue You with Your data free of charge within one month, or Where this is not possible, within a further two months.

- 19.12 Should you be dissatisfied with our responses, you may contact the Information Commissioner. Contact details for the Information Commissioner, as well as information on the relevant Data Protection Acts, may be found at the Information Commissioner's web site <https://ico.org.uk/>

More details about our approach to data protection are at <https://budgetenergy.co.uk/privacycentre/>

20. ASSIGNMENT

- This Customer Contract is personal to You and You may only transfer it to someone else with Our consent.
- We may, without prior notice, assign or transfer, all or any part of Our rights and subcontract any of Our obligations under this Customer Contract to a party that holds the necessary authorisation.

21. CONTACT DETAILS

Budget Energy, loor 1, springtown business park 141 northland road bt480gy. Tel: 0800 012 1177 Email: TalkToUs@BudgetEnergy.co.uk Website: www.budgetenergy.co.uk

22. MISCELLANEOUS

- 22.1 If any court or competent authority finds that any provision

of this Customer Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Customer Contract shall not be affected.

- 22.2 No failure or delay by Us or You to exercise any right or remedy provided under this Customer Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

This Customer Contract shall be governed by and construed in accordance with the laws of Northern Ireland and the courts of Northern Ireland shall have exclusive jurisdiction to decide any disputes arising between Us and You.