



3T Power Electricity Supply Deemed Contract Scheme

This Electricity Supply Deemed Contract Scheme (the “Scheme”) is made pursuant to paragraph 3 schedule 6 of the Electricity (Northern Ireland) Order 1992 (as amended) (“the Order”) and Condition 28 of the Electricity Supply Licence granted 3T Power Limited.

It explains 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”).

Application

The Scheme will apply to any electricity supply point registered to 3T Power Limited where a Customer has never entered into an energy supply agreement with 3T Power Limited, for example where the Customer has moved into a property where electricity is already provided by 3T Power Limited, and the Customer has not agreed to a Contract with 3T Power Limited in advance.

The Scheme will also apply to a Customer who has decided not to agree a new contract (on the expiry of such a contract).

Terms and Conditions

The terms and conditions that will apply to a Deemed Contract are the same as those terms and conditions that are applicable to a Contract agreed between parties for the same product, except that the charges made to the Customer will be calculated with reference to deemed rates. The standard terms and conditions and the method for calculating deemed rates are not unduly onerous, and are available upon request from 3T Power Limited, as per the contact details below.

3T Power will provide a copy of the Deemed Contract within a reasonable period of time upon request.

Where a Customer intends the premises to be supplied with electricity under an energy supply agreement with 3T Power Limited or any other electricity supplier, the Deemed Contract will continue to have effect until 3T Power Limited or the other electricity supplier, as appropriate, begins to supply electricity to the premises under an electricity supply agreement.

Where 3T Power Limited supplies electricity to a Customer’s premises under a Deemed Contract, we must take all reasonable steps to:

- (a) Provide the Customer with a notice:
 - (i) Setting out the principal terms of the Deemed Contract
 - (ii) Inform the Customer that Contracts with terms and conditions that may be different from the terms and conditions of Deemed Contracts shall be available from 3T Power Limited upon request.
- (b) Enter into a Contract with the Customer as soon as reasonably practicable.

The deemed 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 relevant Network Operators), will be set out by 3T Power Limited in writing to the customer.



Where a meter at a site is not read immediately before the time at which the customer took responsibility for a site, 3T Power reserves the right to estimate the quantity of electricity supplied to the site (based upon the data it holds) until the time that the meter is read or the customer ceases to take supply of the electricity or 3T Power ceases to supply electricity to the premises under the deemed contract.

If the electricity supply point is subject to a Last Resort Supply Direction then the Deemed Contract is automatically terminated from the date the Last Resort Supply Direction comes into effect.

The Deemed Contract will terminate, and is not subject to a termination fee, once the Customer enters into a contract with 3T Power Limited or any other electricity supplier.

3T Power's obligations

The Law and 3T Power's electricity supply licence provide that it must act in a certain way in relation to Deemed Contracts. 3T Power Energy's processes are designed to ensure that these obligations are met.

The Deemed Contract shall commence when the customer starts taking a supply of electricity from 3T Power.

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.

3T Power Contact Details:

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Co Tyrone
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