

## Vayu 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 awarded to Vayu. 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 Vayu Limited (“**Vayu**”) where a customer has never entered into a contract with Vayu, for example where they have moved into a property where electricity is already provided by Vayu and they have not agreed to a contract in advance. The Scheme will also apply to a customer who has decided not to agree a new supply contract (on the expiry of such a previously signed contract).

### Terms and Conditions

- The terms and conditions that will apply to a Deemed Contract are the same as those 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 Vayu, as per the contact details below. Vayu will provide a copy of the Deemed Contract within a reasonable time upon request.
- Where a customer intends the premises to be supplied with electricity under an electricity supply agreement with Vayu or any other electricity supplier, the Deemed Contract will continue to have effect until Vayu or the other electricity supplier, as appropriate, begins to supply electricity to the premises under a signed electricity supply agreement.
- Where Vayu 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 that contracts with terms and conditions, that may be different from the terms and conditions of Deemed Contracts, may be available from Vayu; and
  - to enter into an electricity supply agreement with the customer as soon as reasonably practicable.
- The deemed rates 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 Vayu 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, Vayu 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 Vayu 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 Vayu or any other electricity supplier.

**Vayu's obligations**

The law and Vayu's electricity supply licence provide that it must act in a certain way in relation to Deemed Contracts. Vayu's processes are designed to ensure that these obligations are met.

The electricity supply agreement starts when the customer starts taking a supply of electricity from Vayu.

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.

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