



## **TERMS AND CONDITIONS FOR SUPPLY** of Energy to domestic premises in Northern Ireland.

Please read these terms and conditions carefully so that you fully understand your commitments and our responsibilities.

### **DEFINITIONS**

**Authority** means the Utility Regulator, which regulates the electricity industry. Telephone 028 9031 1575 or visit their website at [www.uregni.gov.uk](http://www.uregni.gov.uk).

**Connection Agreement** means the Agreement between the Network Operator and the customer for connection of the 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, whose address is The Consumer Council, Floor 3, Seatem House, 28-32 Alfred Street, Belfast, BT2 8EN. Telephone 0800 121 6022, or e mail [complaints@consumercouncil.org.uk](mailto:complaints@consumercouncil.org.uk), or visit their website at [www.consumercouncil.org.uk](http://www.consumercouncil.org.uk)

**Deemed Contract** means a contract which is deemed to have automatically been formed when we supply electricity to your property where you have not actively agreed to a new supply of electricity from us.

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

**Energy** means electricity

**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 Limited, or such other company as may be appointed to provide, install, maintain and administer the metering equipment. For queries about your meter telephone 03457 643 643 or e mail [customercontact@nie.co.uk](mailto:customercontact@nie.co.uk).

**Network Operator** means NIE Networks, 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 e mail [customercontact@nie.co.uk](mailto:customercontact@nie.co.uk).

**Premises or Property** means the property (including any part of any land, building or structure) to which Energy will be supplied under this Contract and at which Energy will be used wholly or mainly for domestic purposes.

**Go Power means** LCC Power Limited with Company Registration number NI608111 T/A Go Power, also referred to as “supplier”, “Go Power” or “we” or “us” being the company which supplies Energy to the customer who may also be referred to as “you” or “they” under this Agreement.

**Standard Cancellation Date means** the date which is 14 calendar days after the Agreement Start Date (or such later date as we may notify to you).

## **LCC POWER LIMITED T/A GO POWER GENERAL TERMS AND CONDITIONS OF ENERGY SUPPLY**

Please note that as a domestic Customer of Go Power you are bound by the following terms and conditions. We wish to draw your attention specifically to the following:

- **This document sets out the terms and conditions for the supply of electricity by Go Power, to a Customer (“You”) and for the payment of such electricity by you to Go Power.** The terms and conditions throughout this document along with the tariff that applies to your supply and, if applicable, the Contract Application Form, the Confirmation Letter and any other documents implied or specifically referred to by us as forming part of the contract and includes a Deemed Contract unless otherwise specified, forms a legally binding Contract (“Agreement”) between Go Power and the customer (“you”)
- **By entering into an Agreement with us you are agreeing to your information being used and disclosed in accordance with the terms of this Agreement (including clause 19 on Data Protection)** Go Power advises all customers who are entering into an Agreement with us to review clause 19 closely as your personal data can be collected, stored and used to contact you regarding our products and services and those of carefully selected third parties (whose products and services may be unrelated to ours) which we feel may be of interest to you. You may at any time advise us if you do not wish to receive marketing information by writing to us quoting your account number, full name, address, and postcode.
- **This Agreement is for use if you are a Domestic Customer** (as defined in the Electricity Supply Licence granted to us). In general, you will be a Domestic Customer if you are taking electricity wholly or mainly for a domestic purpose. This includes but is not limited to the use of electricity in the following types of premises:
  - (a) a house;
  - (b) flat or other self-contained dwelling;
  - (c) certain types of residential accommodation such as a children’s home, hospice or carehome;
  - (d) a caravan or houseboat; or
  - (e) Self-catering accommodation.

If you are unsure whether you are a Domestic Customer, or if you are taking electricity for other purposes, please contact us for more information about the terms and conditions applicable to your supply. By entering into this Agreement you agree that you are a Domestic Customer. If you cease to be a Domestic Customer you agree to inform us within 7 days of the change taking place.

- **Cooling Off Period**

Unless the Contract is a Deemed Contract, you may cancel the Contract by the Standard Cancellation Date by:-

- (i) sending us an e-mail to [customerservices@gopower.energy](mailto:customerservices@gopower.energy);
- (ii) contacting us by telephone on 028 8676 0600;
- (iii) writing to us at LCC Group House, 16 Churchtown Road, Cookstown BT80 9XD to let us know; or
- (iv) where we have provided you with a cancellation form, completing and returning

either by e-mail or post, a completed cancellation form to us.

If we currently supply the Property with electricity and you do choose to cancel, we will continue to supply and bill you for your electricity usage under our Deemed Contract provisions until you arrange for a new supplier to supply the Property.

## **1. SCOPE OF AGREEMENT**

If the customer has a disability, or depends on life saving electrical equipment, Go Power may have special services applicable to the customer. These are set out in a code of practice (see section 13). It is essential that you notify us in writing in advance of entering into an Agreement, of any special requirements you may have to enable all reasonable measures to be put in place to accommodate your needs.

As a supplier, Go Power arranges for the delivery of electricity to the Premises. NIE Networks Ltd (The "Network Operator") is entirely responsible for the quality and continuity of supply. All customers must have a separate contract with NIE Networks Ltd (The "Network Operator"), please refer to section 22 for more information. We do not guarantee the supply of Energy to the Property at all times.

We agree to supply electricity to the Property, in accordance with the Contract.

You confirm that:

- a) you are the owner or an occupier of the Property (or will be by the date you require the supply of Energy to start);
- b) the Property is currently connected to an electricity distribution system of the Network Operator, or will be by the date you require the supply to start;
- c) where you are requesting a change in the supplier of Energy to the Property, you have authority to do so; and
- d) where you have made an Application, the meter at the Property is appropriate for the Energy and for the Payment Method that you have chosen on your Application.

## **2. PROVISION OF INFORMATION**

New customers from 1<sup>st</sup> November 2017 acknowledge and agree that Go Power has, prior to entering into the Agreement with you;

- Explained the principal Terms of the Agreement to you.
- Informed you of the energy consumer checklist, where you can obtain a copy of same, and advised that you may request a copy from Go Power free of charge; and
- Given you a written copy of the Agreement.

## **3. WHEN THIS AGREEMENT STARTS AND WHEN SUPPLY COMMENCES**

The Agreement shall commence on the date of execution by both Go Power and the customer ("the Agreement Start Date") and shall continue until it is terminated in accordance with the terms of this Agreement.

Except in the case of a Deemed Contract the Supply Start Date will be the later of:

- a) a date not more than 21 days after the Standard Cancellation Date ends;

- b) the date we are registered to supply Energy to the Property;
- c) in cases where a meter or junction box must be connected before supply can start, when the meter or junction box is actually connected; and
- d) a date which has been agreed between you and us and identified in the confirmation letter to you.

We shall use all reasonable endeavours to notify you of the Supply Start Date in advance.

Where we are not the registered supplier at the Property on the Agreement Start Date, we will aim to start to supply electricity to the Property by no later than 21 calendar days from the Standard Cancellation Date, unless:

- a) you tell us that you want us to supply electricity from a later date;
- b) you tell us, before we start to supply electricity to the Property, that you do not want us to start to supply electricity to the Property;
- c) your current supplier prevents us from starting to supply electricity to the Property by objecting to the transfer;
- d) we have taken all reasonable steps to obtain but do not have all the information we need to be able to start supplying electricity to the Property; or
- e) we are unable to start supplying electricity to the Property for reasons which are outside of our control, despite having taken all reasonable steps to do so.

Where we are not the registered supplier at the Property on the Agreement Start Date and your current supplier prevents us from supplying electricity to the Property by objecting to the transfer:

- a) this Agreement shall remain in force for a period of up to 3 months from the Agreement Start Date and we will continue to pursue the transfer during this period; and
- b) if we are still prevented from supplying electricity to the Property, we will notify you and the Contract will end.

You must tell us the date on which you begin to take Energy at the Property, either before or on the Supply Start Date, or as soon as reasonably possible afterwards. You must provide us with an accurate meter reading(s) at that time (or permit us, or any other person on our behalf, safe access to the Property to obtain a meter reading). If this information is not made available, then we reserve the right to consider that:-

- a) Your Supply Start Date is the day after the termination date for the outgoing customer; and
  - b) The opening meter reading(s) for you is/are the same as the final meter reading(s) for the outgoing customer.
- Unless otherwise agreed by both parties, we shall supply or procure the supply of energy to you at the Property and you shall take delivery of such energy at the Property and pay for such energy, in each case on the terms and conditions set out in this Agreement.
  - You shall be liable for and shall hold Go Power harmless in respect of any and all Energy usage by you prior to the supply period start date, irrespective of the reason or reasons that the supply period start date has failed to occur.

#### **4. VARIATIONS TO THIS AGREEMENT**

Go Power may change the terms of this Agreement at any time however we will provide you with a minimum of 21 days' written notice of any impending changes in circumstances were it is possible for us to do so. If you do not accept any material changes, you may terminate this Agreement as described in section 5

## 5. TERMINATION

**The Agreement continues until it is terminated in accordance with the terms of this Agreement. When the Agreement terminates, you are still liable to pay any amounts you owe us.**

You may terminate this Agreement within 10 working days from:

- (If the Property has previously had a supply of electricity) the date you had accepted it on the phone
- (If the Property is registered to Go Power and you are receiving a supply of electricity without having requested it) the date you moved into the Property
- (If the Property has not previously been connected to the electricity distribution system) the date agreed as the start date on the phone, or when the Property is connected to the electricity Distribution System

**To do this, the customer can email Go Power stating your name, address and contact number. The email address to contact is; [customerservices@gopower.energy](mailto:customerservices@gopower.energy)**

You can terminate this Agreement where;

- You switch to another supplier.
- You move premises.
- You do not wish to accept variations to the terms of this Agreement proposed by Go Power in section 4.
- You wish to end supply by disconnection.

If you switch to another supplier this Agreement will end only whenever any new supply of electricity commences. Payment must be made for any outstanding balance and also for all electricity supplied by us and used by you up to and including the date the new supply of electricity commences.

Relevant details may be passed to the new supplier to help with the transfer process. Additionally, if there is debt owed to us by you, an agreement can be made between us and any new supplier to transfer the debt owed to us to your new supplier to enable them to collect the debt owed by giving them full details of the debt.

In the event that you vacate the Property at any time after the supply of electricity to the Property has started, the Agreement remains in force, and you remain liable for all electricity supplied and used at the Property unless you have provided at least 7 working days' notice in writing of the date of vacation of the Property. Thereafter the Agreement will end on the first of the following events:

- On the date Go Power agrees with you.
- When the next meter reading is due.
- When someone takes over supply at the Property.

In the event that a final meter reading has not been provided by you prior to vacating the Property, the electricity bill will be estimated. If you would like Go Power to provide electricity supply to your new premises, please contact Go Power on our connection helpline on; 028 8676 0600 with details of your new property and a proposed supply commencement date.

If you wish to end supply by getting the meter disconnected you should contact us and the disconnection will be arranged through NIE Networks Ltd. All electricity that has been used up to the point of disconnection must be paid for.

Go Power are a regulated supplier of electricity and as such we require a supply licence. In the event that we were to lose our licence either you or we may terminate the Agreement immediately. Even if you do nothing in order to make sure you do not lose supply, the Authority may direct another supplier to take over the account from Go Power. If this happens this Agreement with Go Power ends automatically when the Authority's direction takes place.

In addition to any other rights, Go Power may terminate this Agreement immediately and request that the Network Operator withdraws your electricity if;

- You fail to pay any invoice for charges within the timescale outlined in the contract.
- You have made unauthorised use of energy or committed theft of energy.
- You no longer own, rent or occupy the Premises.
- You continue to use energy supplied by Go Power at the Property after termination.
- There is a risk of danger to you or the public if supply continues.
- 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 do not pay any security deposit or all or any liquidated amount (debt) due to us under these terms and it is not safe or reasonably practicable to install a meter so as to collect the debt and future charges.

## **6. 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 tariffs are expressed as "pence per kWh" also known as "Pence per unit". For details on current tariffs and charges please visit the Go Power website [www.gopower.co.uk](http://www.gopower.co.uk) or call the help line on 028 9079 0000. At registration Go Power will inform you of; the name of the tariff, unit rate and charges applicable to the tariff. You will also be informed of the payments methods and options available to you.

Go Power may change the tariffs and the way the tariffs are charged at any time in consultation with the Authority and the Consumer Council. This information will be available to all customers 21 days before it comes into effect.

Non-keypad customers will receive an invoice from Go Power for the electricity usage. Go Power may estimate the customer's usage using the consumption history and standard industry practice. The customer will be asked for payment based on an estimated meter read. Estimated reads will be used if the customer failed to provide a read before the bill was issued or a meter reader fails to get access to your meter during a visit to the Property. If accurate data subsequently becomes available GO Power reserves the right to recalculate the charges using the accurate data. Any recalculation may take place up to 13 months after the month of consumption in accordance with market settlement rules. GO Power will not be liable to the Customer for any interest on any overpayment made by the Customer as a result of a billing error. To avoid estimated bills you can call the Go Power help line on 028 9079 0000. Go Power will seek to gain access to your Property to take a meter read at least once every 12 months.

You must allow us or any other person on our behalf, safe access to the Metering Equipment including keypad meters at all reasonable times to enable the meter to be read. If the meter isn't registering the electricity usage accurately you must agree to pay an amount that reasonably reflects the actual amount of electricity used. If you disagree with the estimation of electricity usage you may wish to contact us at the helpline as detailed above or alternatively refer the matter to the Consumer Council.

You must agree to pay other charges relating to your supply, including but not limited to:

- Charges for providing copy of bills where requested by you;
- Charges for providing a replacement card for pay-as-you-go keypad meter and delivering it to the customer:
- If the customer is late paying;
- If work has to be carried out at the Metering Equipment or pay-as-you-go keypad meter as a result of any tampering or interfering with the meter or pay-as-you-go keypad meter; or
- Any other costs that arise if we have to take action because you break the terms of this Agreement including but not limited to legal fees.

Go Power will apply the appropriate VAT rate to all tariffs and charges. If you are not using the supply for domestic purposes it is your responsibility to inform Go Power of this, the appropriate VAT will be applied at the correct rate.

If your supply is subject to VAT at a higher rate, then climate change levy may also be applicable. In this event, you may be required to move to a non-domestic meter, for which other terms and conditions may apply.

## **7. PAYING FOR SUPPLY**

All bills are due on the date issued. Payment must be received in full within 14 days of the bill date unless we have agreed a different payment arrangement with you directly. Please advise us as soon as possible if you are having difficulty paying.

We can offer a variety of payment methods for bills including, payment monthly in arrears, direct debit (Monthly) and in advance through a pay as you go keypad meter. For more information please go to the codes of practice on the Go Power website.

Other payment schemes may be approved by us upon your request. We reserve the right to apply different charges for the supply of electricity depending on the choice of payment methods.

If the electricity account has been registered as a joint account the expression "you" will apply to each of you and each person will be responsible for paying all outstanding charges until they are paid in full. The account will be jointly and severally liable by each and other of you and we will be entitled to claim payment of any part thereof from each or both of you.

If there is an amount payable by you under dispute, you must pay the amount that is not under dispute. When the matter has been settled we may adjust any amount owed by you as a result. If you have another account with Go Power we may transfer the credit or debit between accounts in order to pay back or recover any debt which has accrued.

## **8. PAY-AS-YOU-GO KEYPAD METERS**

If you request a keypad meter, we will arrange for one to be installed if we reasonably can. You will be required to permit us or others acting on our instruction to gain safe access to the Property on reasonable notice to install the keypad meter and that you will be required to pay for the keypad meter if;

- Credit checks indicate to Go Power that keypad is the appropriate payment method; or
- Go power have reason to believe that the meter has been tampered with; or
- Money is owed to Go Power and by installing a keypad meter can avoid disconnection of the electricity supply.

You are aware that to receive electricity on a keypad meter you must top up. If you fail to do so, this could cause inconvenience, loss, damage and injury to yourself, other occupiers and visitors to the Property for which you agree that we will not be responsible.

The code of practice which sets out the services Go Power offer to keypad meter customers is available on request or visit Go power's website at [www.gopower.co.uk](http://www.gopower.co.uk)

## 9. LATE PAYMENT

If you do not pay the issued bills on time we will take steps to recover all money that is owed. We may charge you for the additional costs of collecting such payments, which may include:

- Visits to your home;
- Obtaining a warrant of entry and executing same, and where we incur them, any tracing costs;
- Where your bank returns a cheque to us unpaid, or rejects a direct debit, because there is not sufficient money in the customer account
- You agree that in respect of any unpaid bill issued to you, from the date same falls due for payment until the date same is paid we may charge and you will pay the higher of the following charges:
  - a interest at a rate of 3% above the bank of England's current base rate on such amount; and
  - b. £50.00 fixed sum late fee administration charge.

If you owe us money we will insist that a keypad meter is installed. If you have a keypad meter, any debt or arrears on the account may be recovered as a percentage of subsequent purchases of electricity through the keypad meter.

## 10. SECURITY DEPOSIT

Go power may ask for a security deposit in certain circumstances (Maximum £150). If Go Power ask for a security deposit and the customer does not wish to pay a deposit, the customer may choose to pay for the electricity by monthly direct debit or through keypad meter. (Provided it is safe and reasonably practicable in all the circumstances to supply through such a meter and we are reasonably able to provide one) if the customer doesn't pay the deposit or via monthly direct debit Go power will insist on installing a keypad meter (Go power will obtain a warrant if necessary)

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

In addition to the paragraph above, if the customer paid all the charges for supply of electricity for the previous 12 months with 28days of the date each written invoice Go Power will repay any security deposit, such repayment to be made within 28days of the date on which the customer will become eligible for the security deposit to be repaid. If the customer has paid all charges for the supply of electricity and the supply of electricity and the supply by Go Power has ended in accordance with this Agreement. Go Power will repay the security deposit as soon as reasonably practicable, and in any event, within 1 month.

If the customer owes money at the end of the Agreement, Go Power may retain the deposit and use this to reduce any debt owed. The amount Go Power will retain will not be any more than the amount owed. Any money received from the customer as a deposit and not used to reduce any debt owed to Go Power will be returned;

- Within 28 days of supply ending under this Agreement; or
- If the customer chooses to pay for the electricity by monthly direct debit or through a keypad meter

Go Power will pay interest on the deposit when it is returned to the customer at the bank of England interest rate.

## **11. METER CHANGES**

The customer agrees to pay Go Power the charges that are required to be paid to the Meter Provider or incurred ourselves where work is carried out on the Metering Equipment, including but not limited to;

- Damage to a meter occasioned by any act or omission by you
- Carrying out a meter accuracy test. If you or we dispute the accuracy of a meter reading, we shall make arrangements for the meter to be inspected and tested. If the meter is found to be operating within the limits of accuracy as required by the applicable legislation, the cost of the inspection and testing of the meter will be paid by the party that disputed the accuracy of the meter.
- Warrants of entry
- Visits to the Premises in relation to inspecting or changing the meter.

For details on current applicable charges please visit the Go Power website at; [www.gopower.co.uk](http://www.gopower.co.uk)

## **12. CUTTING OFF THE CUSTOMER ELECTRICITY SUPPLY**

Go Power reserve the right to cut off your electricity supply under the following circumstances;

- The customer has broken the terms of this Agreement
- The customer refuses to provide a security deposit whenever asked or the customer doesn't allow Go Power to install a keypad meter
- It is not reasonable, in all the circumstances, for Go Power to supply the customer
- If the customer refuses to provide details that Go Power require for the registration of the account

The customer may pay any reasonable costs if Go Power have to cut off the supply for any of these reasons. Costs may include the cost to visit the Premises.

Provided it is reasonable for Go Power to supply the customer we will re-energise the supply when the matter has been resolved. The customer must pay Go Power for the costs to energise the meter. Go Power may disconnect the electricity supply in the case of an emergency or by law. The supply may be cut off by the Network operator (NIE Networks Ltd) from time to time. This may be for repair, maintenance etc. Furthermore we may ask the Network Operator to cut off supply on our behalf.

## **13. CODES OF PRACTICE**

Go Power have codes of practice, providing guidance to consumer and services we provide. The codes of practice cover;

- Code of Practice on Payment of Bills

- Code of practice on services for prepayment meter customers
- Code of practice on the efficient use of electricity
- Code of Practice for Complaints Handling Procedure
- Code of Practice on Provision of Services for Persons who are Pensionable Age, Disabled or Chronically Sick

The codes of practice may be amended from time to time and new codes of practice in addition to the codes listed above may be introduced.

#### 14. MAKING A COMPLAINT

If the customer is unhappy with the service provided they can contact Go Power on 028 9079 0000, or email Go Power at [customerservices@gopower.energy](mailto:customerservices@gopower.energy)

Go Power will have a live chat service on the website to answer any issues. In addition, the customer can write to the complaints team at LCC Group House, 16 Churchtown Road, Cookstown, County Tyrone, BT80 9XD.

The website contains a link to Go Power's Code of practice complaints handling procedure. The customer can also request a copy free of charge by contacting the customer service line on 028 9079 0000 or write to LCC Group House, 16 Churchtown Road Cookstown BT80 9XD. Go Power endeavour to resolve all complaints with 5 working days, where possible.

If the complaint cannot be resolved through discussion as provided for above, then either party may require the dispute to be determined by one of the following experts:

- (a) the Consumer Council for Northern Ireland the independent statutory body for electricity and gas complaints may be able to help and give you further advice at no cost to you. They can be contacted on
  - (i) 0800 121 6022 or [028 9025 1600](tel:02890251600); or
  - (ii) e-mail: [contact@consumercouncil.org.uk](mailto:contact@consumercouncil.org.uk) or
  - (iii) in writing to the Consumer Council at Floor 3, Seatem House, 28-32 Alfred Street, Belfast, BT2 8EN. (Your right to go to court if you deem the solution unsatisfactory is not affected by this procedure):
- (b) the Utility Regulator in respect of billing complaints; or
- (c) The courts of Northern Ireland whose decision will be final and binding on both parties and whose cost will be paid as determined by the court.

Save in respect of a dispute regarding termination of this Agreement, performance of the Agreement by both Parties will continue during the period of dispute resolution process.

#### 15. LEGAL LIABILITY

We will only ever be liable to you if there is direct loss resulting from us breaking the terms of this Agreement. You will only ever be liable to us for direct losses resulting from you breaking the terms of this Agreement. The standard of care governing the respective legal rights and obligations shall be solely determined by the terms of this Agreement.

Neither party 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 the Agreement.

#### 16. LIMIT OF LIABILITY AND INSURANCE

Our liability to the customer is limited to £100,000 for any incident or series of incidents. The customer liability to Go Power shall also be limited to £100,000 for any incident or series of

incidents. However, this does not affect Go Power's right to charge the customer as described in this Agreement. If the customer thinks their loss is likely to exceed £100,000 they may wish to take out an insurance policy.

#### **17. OTHER LEGAL RIGHTS**

Nothing in this Agreement affects legal liability of either parties in the causing death or personal injury by negligence. In addition, this Agreement does not affect the customer's legal rights, including the rights under the Consumer Protection (NI) Act 1987.

#### **18. CIRCUMSTANCES OUTSIDE GO POWERS CONTROL**

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

In particular, the NIE Networks Ltd (network operator) is responsible for the quality of the supply of electricity to the customer and its continuity. The quality and continuity of supply are outside our control.

#### **19. DATA PROTECTION**

Go power will comply with data protection legislation, so any personal data that has been provided to Go Power will be used for the purposes set out in this Agreement, in accordance with the Data Protection Act 1998. By entering into this Agreement the customer agrees to their information being used and disclosed in accordance with the terms of this Agreement. Go Power will not disclose, transfer or sell the customers personal data to any third parties.

The information Go Power may collect about the customer and how it is collected;

- From the customer (including name, address, telephone number, email address, age, information regarding health, and bank details where they customer sign up for direct debit payments).
- From records we hold about the customer where we have had a previous relationship with the customer.
- From third parties, including other electricity suppliers and credit reference agencies to make a decision about the payment methods or other arrangements Go Power offer the customer. 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 the customers file which may be seen by other lenders.

How we use the information that is collected:

- Administer the customer account.
- Provide our services and products.
- To comply with legal requirements and obligations to third parties.

The above includes; processing information, monitoring and managing the customer's account.

Go Power may monitor and record any communication with customer, this will include telephone conversations and use any recordings, or transcripts from them, for training purposes or to investigate any complaint the customer may make or as evidence in any dispute or anticipated dispute with Go Power.

Go Power may ask for additional information which may reasonably require for the purposes described above (for example, Go Power may need to know if the customer owns the property or if is being rented). If the customer doesn't provide this information Go Power may not be able to administer the account and/or provide services or products to the customer.

Go Power may send information to the customer about products and services and those carefully selected third parties (whose products and services may be unrelated to Go Powers) which we feel may be of interest to you. This information can be sent by both non electronic means and electronic means.

The customer may inform Go Power if they do not wish to receive marketing information by electronic or non-electronic means. This can be done via letter. Please provide the account number (if applicable), name, address, postcode and email address (if applicable) in any such request.

Go Power may share the information on file (including your name and address) with all relevant industry organisations (for example, NIE Networks Ltd) based on agreed industry processes.

Information may be passed to Go Power agents and service provider when relevant for the purpose stated in clause 19.

Go Power may share information about the customer and their account with other electricity suppliers, financial institutions, and credit reference, fraud prevention and debt collection agencies.

Go Power will release the customer account details to any organisations to whom Go Power may transfer rights or obligations under this Agreement.

In order to transfer energy supply Go Power may also need to contact the current and any previous supplier in order to:

- Establish all relevant details to help with the transfer, and
- Establish the details of any outstanding debt that may owe them.

If the current supplier or previous supplier agrees to transfer to Go Power, we have the right to collect any debt owed to that supplier and the customer must agree to pass all relevant account information to Go Power. If the customer transfers to a new supplier and the customer owes Go Power money we may inform the new supplier regarding the debt owed.

Go Power will only retain the customer information for as long as is necessary for such purposes. In particular:

- keep information about the customer so Go Power to provide the customer with a service or product
- keep the customer contact details for marketing purposes for as long as Go Power have consent
- Keep records of any transactions for up to six years. This is so that Go Power can respond to any complaints or disputes that arise in that period
- Comply with the law or to protect staff or another person's interests

## **20. ACCESS TO INFORMATION**

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

You have the right (without charge) to require us to correct any inaccuracies in your information and we encourage this to make sure information is correct and up-to-date.

## **21. GENERAL**

This Agreement is governed by the laws of Northern Ireland.

Go Power as a supplier of electricity is governed by our electricity supply licence and applicable legislation and regulations. We reserve and maintain all 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 licence electricity supplier, subject to the terms of the licence. We will inform you as soon as we reasonably can if we transfer any rights or obligations. We may also subcontract anything that has been agreed to under this Agreement but will still be responsible for anything carried out by our subcontractors. This Agreement is personal to you and may only be transferred by you to someone else with our written agreement.

If Go Power needs to contact you, the contact details that were provided by you or made available to Go Power through industry processes will be used. If you need to contact Go Power, please use the helpline on 028 867 60600 or [customerservices@gopower.energy](mailto:customerservices@gopower.energy) . Alternatively you can write to Go Power at the registered office; LCC Group House, 16 Churchtown Road Cookstown BT80 9XD. Go Power may monitor or record telephone calls to help improve customer service, for security purposes, for administering accounts and for debt recovery purposes. You agree to let us know if a person with Special Needs resides or ceases to reside at the Address.

## **22. CONNECTION TO THE ELECTRICITY NETWORK**

For you to receive a supply of electricity from Go Power under this Agreement the customer requires a connection with the Network Operator (NIE Networks Ltd). The Network Operator operates the local electricity network that delivers electricity to the Premises and has appointed Go Power to act as its agent to enter into a connection Agreement with the customer on standard terms. The customer agrees that, by entering into this Agreement with Go Power, the customer is also entering into a Connection Agreement with the Network Operator for connection of the Premises to its network.

The terms of the Connection Agreement are the Standard Connection Terms and Conditions. The customer is entitled to negotiate terms of connection of the Premises to the network that are not the same terms as the Standards Terms and Conditions. If the customer wishes to do so they must negotiate with the Network Operator and not with Go Power about those terms but the supply cannot commence until the customer has provided Go Power with evidence that there is a Connection Agreement in force for the Premises with the Network operator and customer must inform Go Power if that Connection Agreement terminates.

More information can be provided to the customer about the Standard Terms and Conditions by calling the Network Operator at 08457 643 643 or by visiting the website [www.nie.co.uk](http://www.nie.co.uk) . The Network Operator is responsible for the quality and continuity of supply. It must comply with certain service standards in relation to the delivery of the range of services they provide.