



February 2022

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## Deemed Contracts Scheme

Approved

Drafted by	Date	Checked by	Issue date	Rev no	Comments
MTWUI	02/2021	LC	11/2021	02	First Issue



# 1 OVERVIEW

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 Stakraft Market GmbH (“**Statkraft**”). 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**”).

# 2 APPLICATION

The Scheme will apply to any electricity supply point registered to Statkraft where a non-domestic customer as within the meaning of the Electricity Supply Licence ( a “**Customer**”) has never entered into a contract with Statkraft, for example where they have moved into a property where electricity is already provided by Statkraft 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 contract).

# 3 DEEMED CONTRACT SCHEME – TERMS & CONDITIONS

- (i) Any Customer being supplied with electricity by Statkraft other than in pursuance of a contract shall be deemed to have contracted with Statkraft for a supply of electricity in accordance with this scheme and the Terms and Conditions of Supply as appropriate.
- (ii) The Terms and Conditions of Supply to Non-domestic Customers shall be appropriate to a contract agreed between parties for the same product. Please contact Statkraft for a copy of terms and conditions and applicable tariffs.
- (iii) Any Deemed Contract under this Scheme will terminate automatically in the event that a Last Resort Supply Direction is given by the Utility Regulator to another Electricity Supplier in relation to the premises supplied under that Deemed Contract.
- (iv) Where a Customer is being supplied by Statkraft with electricity under a Deemed Contract as a result of a Last Resort Supply Direction being issued in relation to his premises, paragraph 3 Condition 28 of the Supply Licence shall not apply until that direction stops having effect.
- (v) Where a Customer intends the premises to be supplied with electricity under a contract of supply agreed with Statkraft or any other electricity supplier, the Deemed Contract will continue to have effect until Statkraft or the other Electricity Supplier, as appropriate, begins to supply electricity to the premises under such contract of supply.  
  
Where Statkraft supplies electricity to a Customer under a Deemed Contract, no termination fee or other compensation will apply solely due to the Customer terminating the Deemed Contract. Notwithstanding the foregoing the Customer will remain liable for any consumption or charges outstanding at the premises under the Deemed Contract until such charges are fully discharged.
- (vi) Where Statkraft supplies electricity to a Customer’s premises under a Deemed Contract, all reasonable steps will be taken to:
  - (a) Provide that Customer with a notice confirming that the Customer’s premises is being supplied under a Deemed Contract;



- (b) setting out the Principal Terms of the Deemed Contract;
  - (c) 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 Statkraft upon request; and
  - (d) enter into a Contract with the Customer as soon as reasonably practicable.
- (vii) Statkraft will provide a copy of the Deemed Contract on request to a Customer within a reasonable period of time after receiving the request.
- (viii) Statkraft shall, acting reasonably and with due consideration for the consumption data of the premises and any other relevant factor, determine the quantity of electricity supplied to a Customer's premises by estimating the consumption of electricity at the premises from the Commencement Date until such time as the Customer's supply meter has been read or the Customer ceases to be supplied electricity by Statkraft.
- (ix) This Scheme shall commence and take effect ("Commencement Date") from when the customer starts taking a supply of electricity from Statkraft other than in pursuance of a contract. The terms and conditions of a deemed contract apply as of the commencement date. The relevant tariff/charges applicable to a deemed contract may be found by contacting Statkraft.
- (x) This Scheme is governed by the laws of Northern Ireland, and the courts of Northern Ireland shall have exclusive jurisdiction in relation to this Scheme.

## 4 CONTACT DETAILS

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