



## STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF ELECTRICITY

THESE SUPPLY TERMS SET OUT THE BASIS ON WHICH WE MAY SUPPLY ELECTRICITY TO YOU. PLEASE READ THESE SUPPLY TERMS CAREFULLY.

WE DRAW YOUR ATTENTION TO YOUR CANCELLATION RIGHTS IN CLAUSE 4 BELOW AND THE LIMITS OF OUR LIABILITY IN CLAUSE 8 BELOW.

### 1. DEFINITIONS

In these Supply Terms, when We say:-

**“2001 Law”** – We mean the Electricity (Guernsey) Law, 2001 (as amended) and includes any ordinances, rules, regulations, directions, decisions, conditions, industry standards or Court orders made under or applicable to the 2001 Law which is in force and upheld, and a copy of the [2001 Law is available here](#) or upon request.

**“2023 Ordinance”** – We mean the Trading Standards (Fair Trading) (Guernsey) Ordinance, 2023 and a copy of the [2023 Ordinance is available here](#) or upon request.

**“Bill”** – We mean a statement or invoice from Us setting out the amount You owe for the Supply and any other charges, costs and expenses owed to Us and any credit that may be applied.

**“Channel Islands Electricity Grid”** – We mean the electrical interconnections/cables between Guernsey, Jersey and France.

**“Committee”** – We mean the States of Guernsey Committee for Economic Development.

**“Contract”** – We mean these Supply Terms, Your Request (or Deemed Request) and, subject to the 2023 Ordinance, any other additional information, communications, documents, terms or conditions We may refer to and agree with You (including any notice We may be required to give You in response to Your Request (or Deemed Request) under section 10(4) of the 2001 Law (“**s.10(4) Notice**”)) which together make up the whole legal contract between Us and You for the Supply from Us to You at the Premises. References to “Contract” also include terms that are treated as being part of the Contract by the 2023 Ordinance.

**“Deemed Request”** – We mean Your deemed request for a Supply to the Premises from Us under clauses 3.5.4 or 3.6.4 below as applicable.

**“Electric Line”** – We mean as defined under section 33(1) of the 2001 Law.

**“Electricity Meter”** – We mean a meter used for ascertaining the quantity of electricity supplied to the Premises.

**“Electricity Network”** – We mean Our system within Guernsey which consists of the Vale Power Station, Electric Lines and Electrical Plant and is used for conveying electricity from a generating station to a substation, from one generating station to another or from one substation to another.

**“Electrical Plant”** – We mean as defined under section 33(1) of the 2001 Law.

**“Emergency”** – We mean an immediate risk to life or property including a risk of or actual material damage to any property, any faults or interruptions to the Supply and any risk to security including security of Supply.

**“Existing Customer”** - We mean an existing customer of Ours before these Supply Terms took effect on 21<sup>st</sup> September 2023 and who holds an Existing Customer Account and who had returned a completed Request to Us or whose conduct amounted to a Deemed Request before these Supply Terms took effect.

**“Existing Customer Account”** We mean an account held by an Existing Customer.

**“GCRA”** – We mean the Guernsey Competition and Regulatory Authority.

**“Guernsey”** - We mean the Island of Guernsey;

**“Issue”** – We mean any fault, disconnection, interruption, interference, corruption, unreliability, unavailability, lack of quality or low voltage under clauses 8.3.2 and 8.5.

**“Licence”** – We mean Our licence to generate, convey and supply electricity dated 1<sup>st</sup> February 2012 (as modified) and includes any ordinances, rules, regulations, directions, decisions, conditions, industry standards or Court orders made under or applicable to Our Licence which is in force and upheld and a [copy of Our Licence is available here](#), or upon request.

**“Legislation”** – We mean any law, ordinance, rule, regulation, direction, decision, condition, industry standard or Court order which is in force and upheld in Guernsey.

**“Other Network”** – We mean including but not limited to the Channel Islands Electricity Grid, the European Electricity Grid, the Electricité De France (EDF), Réseau de Transport d’Electricité (RTE) or the Jersey Electricity plc networks.

**“Premises”** – We mean any land, building or structure within the island of Guernsey You identify in Your Request (or is identifiable in any Deemed Request or in any Existing Customer Account) and ask Us to provide a Supply to (or deem to ask Us to provide a Supply to under clauses 3.5.4 or 3.6.4 below as applicable).

**“Prepayment Meter”** – We mean a meter used for paying for the Supply before the Supply is used on a pay-as-you-go basis by buying credit (for example, with a key or smart card) and adding this to the Prepayment Meter.

**“Request”** – We mean Our General Electricity Supply Request Form or Our Application Form for a New Supply, Additional Load and/or Alterations to Supply or any other similar document in which You request a Supply to the Premises from Us, copies of which are available to download at [www.electricity.gg/legal](http://www.electricity.gg/legal) or upon request.

**“Security”** – We mean security for the payment to Us of some or all money which may become due to Us at a future date in respect of the Supply or any Electric Line or Electrical Plant provided by Us to the Premises, which may include setting up a regular direct debit or payment from You to Us to provide monies out of which Our charges can be paid.

**“Service Standards”** – We mean Our service standards, a [copy of which is available here](#) or upon request.

**“Supply”** – We mean supply of electricity and includes any new supply of electricity or additional supply or additional load of electricity and/or alterations to a supply of electricity.

**“Supply Start Date”** – We mean, subject to clause 3 below, the date specified by You in Your Request for the Supply to the Premises to start from or the date from which We deem the Supply to the Premises to have started under clauses 3.5.4 or 3.6.4 below or the date specified or deemed date for the Supply to the Premises to have started from under any Existing Customer Account.

**“Supply Stop Date”** – We mean the date the Supply to the Premises stops under clauses 4.3, 4.7, 9.1, 9.2, 10.2 or 11.2 below.

**“Supply Terms”** – We mean these standard terms and conditions on which We provide a Supply, a copy of which is available upon request.

**“Trading Standards”** – We mean the Guernsey Trading Standards Service.

**“We”, “Us”, “Our”** – We mean Guernsey Electricity Limited, a limited company registered in Guernsey. Our company registration number is 38692 and Our registered office is at Electricity House, Northside, Vale, Guernsey GY1 3AD.

**“Website”** – We mean Our website at [www.electricity.gg](http://www.electricity.gg).

**“Writing” or “Written”** – We mean, where applicable, any communication sent to or from You (including any estimates, quotations, bills, invoices, statements, letters, emails, faxes but excluding text messages) and/or any document (which may include any drawings, photographs, images, graphs, readings, figures, calculations, dates and symbols) which is typed, printed, photocopied, scanned, handwritten, displayed on or downloadable from Our Website or sent to or from You or otherwise.

**“You” or “Your”** – We mean you, the customer under these Supply Terms.

## **2. CONTACTING US AND YOU**

2.1 You can contact Us by:-

- 2.1.1. telephoning Us on 01481 200700 between 8:30am and 5pm, Monday to Friday (excluding bank and public holidays) or FREEPHONE on 0800 5870285 out of hours – Your service provider usual call rates should apply, and calls to the FREEPHONE number from a mobile phone may incur charges from Your service provider;
- 2.1.2. Writing to Us at Guernsey Electricity, FREEPOST GU355, Guernsey GY1 5SS;
- 2.1.3. emailing Us at [customer@electricity.gg](mailto:customer@electricity.gg);
- 2.1.4. completing Our online contact form on <https://www.electricity.gg/contact-us/>; or
- 2.1.5. visiting Our reception at Electricity House, Northside, Vale, Guernsey GY1 3AD between 9am and 5pm, Monday to Friday (excluding bank and public holidays).

2.2 If We have to contact You or give You notice in Writing, We will do so by email or by hand or by post to the address You provide to Us in Your Request or using any other contact details We may have for You including under any Existing Customer Account.

## **3. THESE SUPPLY TERMS AND OUR CONTRACT WITH YOU**

- 3.1 If You receive a Supply on behalf of a company, organisation or other entity, then (i) You (as defined under clause 1 above) means You and that company, organisation or other entity and (ii) You represent and warrant that You are authorised to bind the company, organisation or other entity to the Contract and that You agree to the Contract on behalf of Yourself and the company, organisation or other entity.
- 3.2 These Supply Terms only apply to Our Existing Customers and new customers provided they are also a tariff customer. For the purposes of the Contract and unless agreed otherwise with You, You are deemed a tariff customer to which these Supply Terms apply. These Supply Terms only apply to Our Supply within Guernsey.
- 3.3 We will show the most up-to-date version of these Supply Terms on Our Website. You'll also find useful guidance and answers to common questions You may have in Our Help section on Our Website at [www.electricity.gg/help](http://www.electricity.gg/help). If You don't have access to the internet, please contact Us and We will send You the latest versions of the information You require.
- 3.4 These Supply Terms apply to Our Service Standards. Any other services or any goods, products, discounts, vouchers, gift cards, special offers, promotions, competitions and initiatives We may provide or offer You shall, unless stated otherwise, be governed by the relevant express and implied terms and conditions separate to these Supply Terms.
- 3.5 *Existing Customers*
- 3.5.1 If You are an Existing Customer then, unless agreed otherwise with You, the Contract between You and Us began with effect from Your original Request to Us (or Your original Deemed Request). If there are any other terms or conditions to agree with You (because for example, Your circumstances have changed or are unique) then the Contract will not start until You and We have expressly agreed those in Writing. It is therefore really important that You read these Supply Terms carefully and ask Us any questions You may have. These Supply Terms tell You the basis upon which We will provide the Supply to You at the Premises; how You pay for that Supply; who is legally responsible for what; how You and We may end the Contract and other important information.
- 3.5.2 If We do not hear from You after these Supply Terms take effect on 21<sup>st</sup> September 2023 then it will be deemed that:-
- 3.5.2.1 You accept and agree to be bound by these Supply Terms and the Contract with Us and the Contract will, for the purposes of clause 4.2 below, be deemed to have concluded on the date of Your original Request to Us (or Your original Deemed Request); and
- 3.5.2.2 You confirm that You either:-
- i) own and/or live in, rent, occupy or use the Premises; or
- ii) that You're responsible in any other way for the Premises.
- 3.5.3 For the avoidance of doubt and for the purposes of these Supply Terms, an Existing Customer includes a customer who, before these Supply Terms took effect on 21<sup>st</sup> September 2023, had returned a completed Request to Us or whose conduct amounted to a Deemed Request in accordance with clause 3.5.4 below.
- 3.5.4 If You are an Existing Customer who has not returned a completed Request to Us but You use the Supply provided by Us to the Premises, then, by Your conduct:-
- 3.5.4.1 You will be deemed to have requested a Supply to the Premises in the same way as if You had returned a completed Request to Us; and
- 3.5.4.2 You will be deemed Our tariff customer; and
- 3.5.4.3 We will treat You as if clause 3.5.2 above applies to You and the Supply Start Date will be deemed to have begun from the date when:-
- i) You took ownership of, moved into, began renting, occupying or using the Premises; or
- ii) Your tenant(s) moved out of the Premises (if You're the landlord and/or owner of the Premises); or
- iii) You became, in any other way, responsible for the Premises;
- whichever happened first.
- 3.6 *New Customers*
- 3.6.1 Subject to clauses 3.5 above, 3.6.3 and 3.6.4 below, the Contract between You and Us will begin when We receive Your completed Request and We have confirmed to You in Writing (which may be a s.10(4) Notice if applicable) that We are able to provide the Supply to You at the Premises. If there are any other terms or conditions to agree with You (because for example, Your circumstances have changed or are unique) then the Contract will not start until You and We have expressly agreed those in Writing. It is therefore really important that You read these Supply Terms carefully and ask Us any questions You may have before You return Your completed Request to Us. These Supply Terms tell You the basis upon which We will provide the Supply to

You at the Premises; how You pay for that Supply; who is legally responsible for what; how You and We may end the Contract and other important information.

- 3.6.2 If You return a completed Request to Us then We require at least 7 days' notice from You of the Supply Start Date so that We can ensure the right customer account is set up for You with effect from the Supply Start Date and You are not charged for any Supply to the Premises You did not ask Us for. For this purpose, We may arrange a visit to the Premises if We need to read the Electricity Meter manually.
- 3.6.3 By returning Your completed Request to Us:-
- 3.6.3.1 You accept and agree to be bound by these Supply Terms and the Contract with Us and the Contract will, for the purposes of clause 4.2 below, be deemed to have concluded on the Supply Start Date; and
- 3.6.3.2 You confirm that You either:-
- i) own and/or live in, rent, occupy or use the Premises; or
  - ii) that You're responsible in any other way for the Premises.
- 3.6.4 If You do not return a completed Request to Us but You use the Supply provided by Us to the Premises, then, by Your conduct:-
- 3.6.4.1 You will be deemed to have requested a Supply to the Premises in the same way as if You had returned a completed Request to Us; and
- 3.6.4.2 You will be deemed Our tariff customer; and
- 3.6.4.3 You will be deemed to have accepted and agreed to be bound by these Supply Terms and the Contract with Us; and
- 3.6.4.4 We will treat You as if clause 3.6.3.2 above applies to You; and
- 3.6.4.5 for the purposes of clause 4.2 below, the Contract between You and Us will be deemed to have concluded on and the Supply Start Date will begin from the date when:-
- i) You took ownership of, moved into, began renting, occupying or using the Premises; or
  - ii) Your tenant(s) move out of the Premises (if You're the landlord and/or owner of the Premises); or
  - iii) You become, in any other way, responsible for the Premises;
- whichever happens first.
- 3.7 We have a legal duty to provide the Supply in conformity with the Contract. We will provide the Supply to You at the Premises from the Supply Start Date subject to and in accordance with:-
- 3.7.1 these Supply Terms and any other additional terms and conditions of the Contract We agree with You;
- 3.7.2 the 2001 Law, the 2023 Ordinance and any other applicable Legislation; and
- 3.7.3 the conditions of Our Licence.
- 3.8 We may not be able to provide You with a Supply if any of the exceptions from Our legal duty to Supply under section 11 of the 2001 Law apply. Examples of such exceptions include where We are prevented from providing a Supply by circumstances not within Our control or it is not reasonable in all the circumstances for Us to be required to do so.
- 3.9 The Supply to the Premises shall at all times be limited to the amount of electricity which Our Electricity Network or any Other Network connected directly or indirectly to Our Electricity Network is, in Our expert technical opinion, reasonably able to tolerate. We will notify You as soon as reasonably practicable if there is a fault or interruption to the Supply for whatever reason.
- 3.10 In certain circumstances, We may disconnect the Supply from the Premises on the reasonable assumption that there is no-one who requires a Supply to the Premises until We are told otherwise. Subject to clause 8 below, We accept no liability for any such period of disconnection.
- 4. YOUR RIGHT TO CANCEL**
- 4.1. You can change Your mind and cancel the Contract and stop the Supply within 14 days (the **"Cooling Off Period"**) without giving any reason. During the Cooling Off Period We shall only begin the Supply if You make an express Request to Us.
- 4.2. The Cooling Off Period will expire after 14 days from the day of the conclusion of the Contract.

- 4.3. To exercise the right to cancel, You must inform Us of Your decision to cancel the Contract and of the Supply Stop Date by either:-
- 4.3.1. telephoning Us on 01481 200700 between 8:30am and 5pm, Monday to Friday (excluding bank and public holidays) or FREEPHONE on 0800 5870285 out of hours;
  - 4.3.2. Writing to Us at Guernsey Electricity, FREEPOST GU355, Guernsey GY1 5SS;
  - 4.3.3. emailing Us at [customer@electricity.gg](mailto:customer@electricity.gg);
  - 4.3.4. completing Our online contact form on <https://www.electricity.gg/contact-us/>; or
  - 4.3.5. visiting Our reception at Electricity House, Northside, Vale, Guernsey GY1 3AD between 9am and 5pm, Monday to Friday (excluding bank and public holidays); or
  - 4.3.6. You may use the attached model cancellation form, but it is not obligatory;
- and, in each case, You must make a clear statement (e.g. a letter sent by post or an email) and also provide Your valid identification.
- 4.4. You can also electronically download, fill in and submit the model cancellation form on Our Website available at [www.electricity.gg/legal](http://www.electricity.gg/legal). If You use this option, We will communicate to You an acknowledgement of receipt of such a cancellation on a durable medium (e.g. by email) without delay.
- 4.5. To meet the cancellation deadline, it is sufficient for You to send Your communication concerning Your exercise of the right to cancel before the Cooling Off Period has expired.
- 4.6. We will send You an acknowledgement of receipt of Your notice to cancel.
- 4.7. If You cancel the Contract under this clause 4, the Supply to You at the Premises will end on the Supply Stop Date You notified to Us. You will be responsible for paying all Our charges for the period We provided the Supply to You at the Premises up to and including the Supply Stop Date. We may ask You to submit a final meter reading or We may arrange a visit to the Premises if We need to read the Electricity Meter manually in order to accurately calculate Your final Bill. If Your customer account is in credit then, subject to clauses 6.7 and 6.19 below, We can reimburse You with the amount of credit.
- 4.8. If applicable, You will need to complete the necessary Moving In or Out Form which is available on Our Website at [www.electricity.gg/movinghouse](http://www.electricity.gg/movinghouse) or upon request. Further details about what You may need to do when moving out of the Premises can be found on Our Website at [www.electricity.gg/movinghouse](http://www.electricity.gg/movinghouse) or are available upon request.
- 4.9. Cancelling the Contract under this clause 4 will not affect any rights and responsibilities You or We had before the Contract was cancelled. This includes the right to take any necessary legal action or seek any other remedy including a right of set-off against You or Us.
- 4.10. If You don't cancel the Contract under this clause 4, You can end the Contract under clause 9 below but in the meantime, the Contract will continue and You will be responsible for paying all Our charges for the period We provided the Supply to You at the Premises.

## **5. OUR CUSTOMERS**

- 5.1. You are encouraged to tell Us when You submit Your Request or at any point during the Contract whether You have any additional requirements so that We can, where reasonable, appropriate and practicable, adapt Our Supply, these Supply Terms or any other additional terms or conditions of the Contract with You as necessary to better suit Your circumstances.
- 5.2. If You have any additional requirements then, where reasonable, appropriate and practicable, We can provide You with special controls and adaptors for electrical appliances and reposition any Electricity Meter and any Prepayment Meter or replace them with a specially adapted one. You can contact Us either on 01481 200700 or email Us at [customer@electricity.gg](mailto:customer@electricity.gg) or the Guernsey Disability Alliance at First Floor (West), Island House, La Grande Rue, St. Martins, Guernsey GY4 6RU or on 07781 467316 or at [info@disabilityalliance.org.gg](mailto:info@disabilityalliance.org.gg) for more information.
- 5.3. If it is necessary for Us to replace any Electricity Meter or Prepayment Meter which has been provided by Us with one which has been specially adapted to meet Your needs, then We will not charge You for the replacement.
- 5.4. Whilst We will endeavour to provide other additional services in connection with Our Supply free of charge, this may not always be guaranteed. If a charge has to be made, You will be informed of any charges in advance so You can make an informed decision as to whether to incur that charge.
- 5.5. Further advice and guidance for Our customers can be found on Our Website at [www.electricity.gg/help](http://www.electricity.gg/help) or We can provide this to You upon Your request.

## **6. PRICES AND PAYMENT**

- 6.1. Our prices for Our Supply are set out in Our list of tariffs and charges and may be subject to any discounts or special offers which may apply to You. You'll find full details of Our up-to-date list of tariffs and charges and any applicable

discounts or special offers on Our Website at [www.electricity.gg/tariffs](http://www.electricity.gg/tariffs) or You can contact Us using the contact details at clause 2.1 above to ask Us for information and We can post it to You.

- 6.2. We offer a range of different tariffs, time bands and charges to suit each of Our customers' electricity requirements. You can request the tariff, time band and/or charge which is right for You and Your electricity requirements subject to exceptions and subject to Our agreement. Unless otherwise agreed with You, You will be subject to the tariffs, time bands or charges which were applicable to the previous occupier of the Premises. All Our tariffs, time bands, charges, discounts and special offers are subject to change from time to time and are approved in accordance with the 2001 Law and Our Licence. We will notify You in Writing at least 1 month (or at such longer period as may otherwise be required by the 2001 Law or any other Legislation) before We change any of Our tariffs, time bands, charges, discounts or special offers and You can contact Us to end the Contract before the changes take effect if You wish.
- 6.3. Our prices include the following:-
- 6.3.1. a '**standing charge**' – a fixed amount per day, which helps to cover Our fixed costs, for example, those relating to any Electricity Meters, Electric Lines, Electrical Plant or other equipment or property owned or operated by Us and provided by Us to the Premises or relating to Our Electricity Network or any Other Network connected directly or indirectly to Our Electricity Network and the amount of a standing charge and whether more than one is payable by You will depend upon the circumstances;
- 6.3.2. a '**unit rate**' – an amount for the actual electricity supplied to You and used by You at the Premises as measured by an Electricity Meter or a Prepayment Meter which We work out in pence per kilowatt hour;
- 6.3.3. a charge in respect of the availability of the Supply to You at the Premises which may vary according to the extent to which that Supply is taken up by You; and
- 6.3.4. a rent or other charge in respect of any Electricity Meter, Prepayment Meter, Electric Line or Electrical Plant provided by Us to the Premises.
- 6.4. We can also charge You for costs and expenses reasonably incurred by Us that aren't included in Our tariffs or other charges. These can include, but are not limited to, Our reasonable costs and expenses arising from the following:-
- 6.4.1. any failure by You to pay in full any of the Bills We send You and/or any of Our charges promptly when due including any reasonable legal fees and other reasonable administrative costs incurred by Us in recovering (whether by legal action through the Courts or otherwise) monies owed to Us by You;
- 6.4.2. the use of any electricity obtained by You or any other any person as a result of Your or their unauthorised or illegal use of, or interference with, Our Electricity Meters, Prepayment Meters, Electric Lines, Electrical Plant or any other equipment or property owned or operated by Us;
- 6.4.3. the provision (including any work We may have to do in preparation whether or not the provision is actually made) and maintenance of any Electricity Meter, Prepayment Meter, Electric Line or Electrical Plant by Us to the Premises which may be required in order to provide the Supply;
- 6.4.4. the repair, replacement, disconnection or re-connection of any equipment or property owned or operated by Us (including any call-out charges) which has been removed, damaged, stolen, lost or interfered with or not been kept in safe and good condition either deliberately or negligently by You or any person related or connected to You, engaged or employed by You or acting generally on Your behalf or with Your knowledge;
- 6.4.5. Your obstruction of Our access to the Premises under clauses 15 and 16 below;
- 6.4.6. any visit by Us to the Premises to disconnect or re-connect the Supply as a result of any default by You under these Supply Terms or any other terms or conditions of the Contract We agree with You;
- 6.4.7. any failure by You (except in cases of Emergency or where, in Our reasonable opinion, there are other genuine, unavoidable and important circumstances), to keep an agreed appointment with Us without giving Us at least 2 hours' advance notice; or
- 6.4.8. any failure by You (without good reason in Our reasonable opinion) to respond to any requests to contact Us in relation to the Supply to the Premises or these Supply Terms or any other terms or conditions of the Contract We agree with You and as a result it becomes reasonably necessary for Us to visit the Premises.
- 6.5. The charges, costs and expenses set out in clause 6.4 above are in addition to any other charges, costs and expenses We are entitled to recover in the specified circumstances set out elsewhere in these Supply Terms.
- 6.6. You agree to pay Us for Our Supply to You at the Premises based on the tariff(s), time band(s) and/or charge(s) which You have agreed with Us apply to You and for any other charges that apply under these Supply Terms (including the charges, costs and expenses in clauses 6.3 and 6.4 above) or under any other terms or conditions of the Contract We agree with You. If You are a sole customer, then You will be solely responsible for fulfilling the payment obligations under this clause 6 but if there is more than one of You on the customer account, then You will be responsible jointly as well as individually. The person(s) named on the customer account will be registered as Our customer(s). You must advise Us immediately if this information or if any other details We have including the details provided in Your Request is incorrect.
- 6.7. Unless otherwise agreed separately with You or unless there is a Prepayment Meter which applies to the Premises, We will send You a Bill four times a year. This may be sent to You through the post or, if You prefer, through Our e-billing



system direct to Your email inbox. When You receive Your Bill will depend on where the Premises are in Guernsey (see [our help page](#) for the billing dates for each parish or alternatively these details can be provided to You upon request). Unless otherwise agreed separately with You or unless there is a Prepayment Meter, You must pay each Bill in full and without any set-off, counterclaim, deductions or withholding for any reason within 21 days after the date of the Bill. This also applies to any outstanding balance to be paid over and above any regular monthly standing order payments.

- 6.8. If You fail to make payment by the due date, it may be necessary for Us to send You Written reminders which may, depending on the circumstances, be up to three reminders. If We do not hear from You or if You do not make payment, then it may be necessary for Us to send You a Written final demand. If We still do not hear from You or if You have still not made payment within 10 days of receiving a Written final demand, then it may be necessary for Us to send You a Written notice of disconnection in which case, clause 11 below will apply.
- 6.9. If You pay by standing order but it is insufficient to settle the amount owed to Us then, if necessary You may be alerted to this fact in Your Bill and requested to contact Us to discuss a new payment plan. If We do not hear from You or if You do not settle the outstanding amount owed to Us then We may, if necessary, undertake the process under clause 6.8 above.
- 6.10. There are a number of ways You can pay Your Bill including through Our online payment facility on Our Website at [www.electricity.gg/my-account/pay-online](http://www.electricity.gg/my-account/pay-online), over the telephone by calling Us on 01481 200700 between 8:30am and 5pm Monday to Friday or by posting to Guernsey Electricity, FREEPOST GU355, Guernsey GY1 5SS. You can pay by cheque, direct debit, credit card, bank giro credit, standing order or via electronic transfer to such bank account that We nominate and notify You of. Full details of all the different ways how to make payment can be found on Our Website at [www.electricity.gg/help](http://www.electricity.gg/help) or on Your Bill or can be provided to You upon request. We can accept payment by way of a regularly monthly standing order, the amount of which is to be agreed with You and We may require such payment method if We think it helps You to better manage the ongoing costs of Your consumption and/or to clear any debt owed to Us. Your Bill will set out the amount of electricity which Our records show as having been used by You at the Premises for the relevant period according to the Electricity Meter through which You are supplied electricity or where no meter reading is available, according to Our estimate. This also applies to any statement We send You if You have paid what You owe Us or if Your account is in credit.
- 6.11. We may install and utilise a Prepayment Meter or continue to utilise any existing Prepayment Meter in the Premises in order to provide You with the Supply and require You to use any such Prepayment Meter as an alternative method of paying for the Supply if such alternative method better suits Your circumstances or if We have genuine concerns that You cannot pay for the Supply any other way. We reserve the right to refuse to transfer the Supply from a Prepayment Meter to an Electricity Meter if You owe Us an outstanding amount of money and You cannot settle that amount. If You use a Prepayment Meter then You will only be permitted to top it up to a maximum of £100 in any one transaction and Your credit balance cannot exceed £500 at any one time. Further information about Prepayment Meters and where in Guernsey You can top-up Your Prepayment Meter can be found [here on Our Website](#) or can be provided to You upon request.
- 6.12. If You use a Prepayment Meter, it is Your responsibility to ensure You have sufficient credit for the amount of the Supply to the Premises You require. If You run out of credit, then We can provide You with credit as an interim measure. Details are available [here in the help section of our Website](#). Unless You are a customer with additional requirements, once the interim credit has been used up, the entire balance due to Us will have to be repaid before Our Supply can be re-connected to You at the Premises.
- 6.13. If You use the Supply through a Prepayment Meter then You must take all reasonable precautions for the safekeeping of any money, key or card which is inserted into that Prepayment Meter. Except with Your permission, We shall not use a Prepayment Meter to recover from You any sum owing to Us other than in relation to Our Supply or Our provision of an Electric Line, Electrical Plant or Electricity Meter to the Premises.
- 6.14. If You're on a prepayment plan, some of the money You put in will be used to pay off any debt You owe Us and some will pay for Your current electricity use. We will work with You to agree on a rate You can afford. You will receive a regular statement which will set out the amount of electricity which Our records show as having been used by You at the Premises for the relevant period according to the Prepayment Meter through which You are supplied electricity or where no meter reading is available, according to Our estimate. This also applies to any statement We send You if You have paid what You owe Us or if Your account is in credit. You are responsible for returning Your used Prepayment Meter key or card to Us and We reserve the right to charge You £5 for every lost or damaged key or card.
- 6.15. You can contact Us by telephoning Us on 01481 200700 between 8:30am and 5pm Monday to Friday or by Writing to Us at Guernsey Electricity, FREEPOST GU355, Guernsey GY1 5SS or by emailing Us at [customer@electricity.gg](mailto:customer@electricity.gg) or visiting [www.electricity.gg/help](http://www.electricity.gg/help) or by visiting Our reception at Electricity House, Northside, Vale, Guernsey GY1 3AD between 9am and 5pm Monday to Friday or by completing Our online contact form on <https://www.electricity.gg/contact-us/> for guidance and assistance if You have difficulty in paying any of the Bills We send You, particularly if You are a customer with additional requirements. You can also talk to Citizens Advice on 01481 242266 or visit them in person at Bridge Avenue, The Bridge, St. Sampson, Guernsey GY2 4QS or visit their website ([www.citizensadvice.org.gg](http://www.citizensadvice.org.gg)) for more general help on paying Your bills. If necessary, We will agree with You an alternative payment plan that fits Your circumstances. When considering any such arrangements, We will take into account the following:-
  - 6.15.1. Your ability to comply with those arrangements with the assistance of other persons or organisations;
  - 6.15.2. providing You with a Prepayment Meter where safe and practical to do so; and
  - 6.15.3. calibrating any Prepayment Meter provided to You so as to take into account Your ability to pay any of the charges due from You under such arrangements in addition to the other charges lawfully being recovered

through the Prepayment Meter.

- 6.16. We will keep any arrangement agreed with You under regular review and in consultation with You.
- 6.17. Further information, help and guidance (including a guide to help You understand Your Bills and payments) is available on Our Website at [www.electricity.gg/help](http://www.electricity.gg/help) or We can provide You with copies of these upon request.
- 6.18. If We agree a payment method with You, You must make Your payments to Us in line with it. If not, We can withdraw Our agreement to such method and all outstanding charges owed by You to Us will then be due in full.
- 6.19. We may at any time, without limiting any of Our other rights or remedies, withhold payment of any sums due to You or set-off any sums due from Us to You against any sums due from You to Us at no additional cost to Us. For the avoidance of any doubt, any non-payment arising from such withholding or set-off shall not be regarded as a breach by Us of the Contract.

## **7. YOUR RESPONSIBILITIES AND OBLIGATIONS**

- 7.1. This clause 7 applies in addition to any other responsibilities or obligations You have accepted under these Supply Terms or under any other additional terms or conditions of the Contract We agree with You.
- 7.2. You agree to:-
  - 7.2.1. comply with these Supply Terms and any other additional terms or conditions of the Contract We agree with You;
  - 7.2.2. comply with the 2001 Law, the 2023 Ordinance or any other Legislation which is applicable to You;
  - 7.2.3. provide reasonable, valid and sufficient Security if requested to do so by Us and You agree that if We decide Security is no longer needed, We may use it to pay off any debt You owe Us;
  - 7.2.4. take reasonable care to ensure that Our Electricity Meters, Prepayment Meters, Electric Lines, Electrical Plant or other equipment or property owned or operated by Us at the Premises are not removed, damaged, stolen, lost or interfered with and are kept in safe and good condition and to tell Us immediately if any of these incidents have occurred;
  - 7.2.5. be responsible for all equipment, structures, appliances, devices, wires and cables, and all other fittings used in connection with supplying electricity on Your side of the Electricity Meter/Prepayment Meter (Your side of the Electricity Meter/Prepayment Meter starts at the point electricity leaves the Electricity Meter/Prepayment Meter after the Electricity Meter/Prepayment Meter has measured it and includes Your home wiring) and their maintenance, alteration, repair, safe and good condition and You agree that any electricity losses that happen on Your side of the Electricity Meter/Prepayment Meter are Your responsibility;
  - 7.2.6. be responsible for any Electricity Meter or Prepayment Meter or any other equipment or property installed at the Premises which is not owned or operated by Us and has not been installed by Us and You agree to ensure that any Electricity Meter or Prepayment Meter or any other equipment or property either You or someone else owns and/or has installed is suitable and meets the requirements of the 2001 Law and any relevant industry standards for safety, accuracy and reliability and which is capable of providing all the information We need to provide the Supply and measure Your electricity usage in line with the type of tariff, time band and charge You have chosen;
  - 7.2.7. be responsible for any works carried out in/on/over the Premises by Yourself or anyone else other than Us or authorised by Us and You agree to follow Our "Click Before You Dig" guidance available on Our Website at [www.electricity.gg/our-services/electrical-services/click-before-you-dig](http://www.electricity.gg/our-services/electrical-services/click-before-you-dig), or upon request;
  - 7.2.8. use the electricity supplied by Us to the Premises in a safe manner as to avoid causing damage to any property, interference with Our Electricity Network or any Other Network connected directly or indirectly to Our Electricity Network or a risk to anyone's health and safety and to tell Us immediately if any damage, interference, or injury has occurred and to be responsible to Us for any damages, costs or claims of any kind arising from the reckless use or misuse of the electricity supplied to You;
  - 7.2.9. pay Us for any damage to any equipment or property owned or operated by Us which is either deliberately or negligently caused by You or any person related or connected to You, engaged or employed by You or acting generally on Your behalf or with Your knowledge;
  - 7.2.10. ensure that all of the information provided to Us in connection with the Contract is true and accurate;
  - 7.2.11. ensure that, where You are not the owner of the Premises, the Contract is entered into where necessary or required, with the consent of the owner of the Premises;
  - 7.2.12. notify Us as soon as reasonably practicable if there is a fault or interruption to the Supply (other than one already notified to You by Us); and
  - 7.2.13. not, other than as allowed by the 2001 Law or any other applicable Legislation and with Our agreement, resell, re-distribute, or re-deliver any electricity supplied by Us and You agree to comply with section 23 of the 2001 Law in this regard.



## 8. OUR LIABILITY

- 8.1. Clauses 8.3 to 8.7 inclusive below set out the circumstances where We will not be legally responsible to You in any way. There are however other circumstances set out under clause 8.2 below where We may be legally responsible to You but only for reasonably foreseeable loss and damage caused by Us. Loss or damage is reasonably foreseeable if either it is obvious that it will happen or if, at the time We entered into the Contract with You, You and We knew it might happen, for example, if We discussed it with You. This limitation of Our liability is subject to:-
- 8.1.1. clause 8.10 below;
  - 8.1.2. any exceptions stated in clauses 8.7 and 8.8 below or elsewhere in these Supply Terms or agreed with You as part of the Contract; and
  - 8.1.3. the terms of Our Service Standards.
- 8.2. Examples of when We may be legally responsible to You for reasonably foreseeable loss and damage caused by Us include:-
- 8.2.1. if We fail to comply with these Supply Terms or any other additional terms or conditions of the Contract We agree with You, We are only legally responsible for the loss or damage You suffer that is a reasonably foreseeable result of Our breach;
  - 8.2.2. if We fail to comply with Our duties and obligations under Our Licence, the 2001 Law, the 2023 Ordinance or any other applicable Legislation We are only legally responsible for the loss or damage You suffer that is a reasonably foreseeable result of Our breach; or
  - 8.2.3. if We fail to use reasonable care and skill, We are only legally responsible for the loss or damage You suffer that is a reasonably foreseeable result of Our failure.
- 8.3. We are not legally responsible to You in any way for any indirect or direct or other loss or damage that is not reasonably foreseeable. Examples include but are not limited to the following:-
- 8.3.1. any financial loss or damage You may suffer such as losing actual or anticipated revenue, profit, income, business, contracts, opportunity, goodwill or reputation; or
  - 8.3.2. any loss or damage You may suffer (including but not limited to any loss of or damage to any electrical or electronic equipment or appliances and any loss of or damage to any kind of data or any refrigerator or freezer contents) arising from any Issue with the Supply or Our Electricity Network or any Other Network connected directly or indirectly to Our Electricity Network however so caused (including but not limited to any fault or any of the works carried out under clause 11.4 below).
- 8.4. We will not be legally responsible to You in any way for any event or circumstance which affects Our ability in any way to perform any of Our legal duties and obligations or exercise any of Our legal rights and powers under the Contract, Our Licence, the 2001 Law, the 2023 Ordinance or under any other applicable Legislation and which is outside of Our reasonable control and where We have taken reasonable steps where possible to avoid the problem.
- 8.5. An event or circumstance under clause 8.4 above includes, without limitation, the following to the extent these are outside Our reasonable control:- accidents, epidemics, pandemics, extreme weather conditions, fire, explosion, flood, storm, earthquake, natural disaster, failure of utility networks, inability to use transport networks, acts of God, terrorist attack, war, civil commotion, riots, strikes, lockouts and other industrial disputes, acts or restraints of Government and imposition of restrictions on imports or exports). In addition, an event or circumstance may also include any event or circumstance which causes any temporary or prolonged Issue to the Supply which may affect You either directly or indirectly at the Premises such as the non-availability (for any reason including but not limited to a fault) of electricity from Our Electricity Network or any Other Network connected directly or indirectly to Our Electricity Network. We will contact You as soon as reasonably practicable to let You know if any event or circumstance under this clause 8.5 occurs.
- 8.6. We will also not be legally responsible to You in any way for:-
- 8.6.1. any loss or damage You may suffer as a result of Your responsibilities to any other person (however this is caused);
  - 8.6.2. any loss or damage You may suffer as a result of Your failure to comply with these Supply Terms or any other additional terms or conditions of the Contract We agree with You;
  - 8.6.3. any loss or damage You may suffer as a result of Your failure to comply with the 2001 Law, the 2023 Ordinance or any other applicable Legislation; or
  - 8.6.4. any fault relating to metering equipment or property or any other equipment or property We do not own or operate or that has not been provided on Our behalf.
- 8.7. We will make good any fault, defect or damage to the Premises caused by Us while providing the Supply. However, We are not legally responsible for the cost of repairing any pre-existing fault, defect or damage to the Premises that We discover while providing the Supply.
- 8.8. We do not exclude or limit in any way Our legal responsibility to You where and to the extent that it would be unlawful to

do so. This includes liability for death or personal injury caused by Our deliberate actions or negligence or the deliberate actions or negligence of Our officers, employees, agents, advisers, contractors or subcontractors or for fraud or fraudulent misrepresentation.

- 8.9. If We are legally responsible to You under these Supply Terms or under any other additional terms or conditions of the Contract We agree with You, except as set out in clause 8.8 above, the maximum amount We will accept responsibility for will be determined by the nature of Your claim and the applicable provisions of Our insurance policy.
- 8.10. You will not have the right to bring any claim or action against Us in respect of any loss or damage You may suffer in circumstances where You are able to recover such loss or damage from an insurer or where You would have been able to had You complied with the terms or conditions of Your insurance policy.
- 8.11. Our Website and any advertising, catalogues or any other media may contain information and materials created and submitted by third parties, and, subject to clause 8.8 above, We exclude liability for all losses and damages arising from any error, omission or inaccuracy in any such information and material.
- 8.12. This clause 8 applies even after the Contract has ended. As far as it excludes or limits Our liability, it takes priority over any other additional Contract term or condition including under these Supply Terms.

## **9. YOUR RIGHT TO END THE CONTRACT**

- 9.1. If You have not exercised Your right to cancel the Contract under clause 4 above and the cancellation period has expired, You can end the Contract with Us at any time and for any reason by giving Us at least 7 days' Written notice before the date You want the Supply to the Premises to stop. If You do that, the Contract will end on the Supply Stop Date You notified to Us. You will be responsible for paying all Our charges for the period We provided the Supply to You at the Premises up to and including the Supply Stop Date.
- 9.2. If You don't give Us at least 7 days' Written notice that You want to end the Contract, the Contract will continue and You will be responsible for paying all Our charges for the period We provided the Supply to You at the Premises and for any additional period of Supply up until:-

9.2.1. 2 working days after You tell Us:-

- 9.2.1.1. You no longer own the Premises and/or You have moved out of or You no longer rent, occupy or use the Premises; or
- 9.2.1.2. You're no longer responsible in any other way for the Premises; or
- 9.2.1.3. You no longer require the Supply from Us; or

9.2.2. the day from which another customer (including any new tenant(s) of Yours (if You're the landlord and/or owner of the Premises)) requires Us to provide a Supply to the Premises; or

9.2.3. the next day on which the register of any Electricity Meter or Prepayment Meter at the Premises is ascertained by Us provided that reasonable access to the Premises has been granted to Us;

whichever happens first and in each case will be deemed the Supply Stop Date and the date the Contract with You ends.

- 9.3. It is therefore important that You tell Us at least 7 days before You vacate the Premises or when someone else takes over the responsibility for the Supply to the Premises so that We can ensure that We charge You fairly for the Supply provided to You and You don't become responsible for another person's bill. We may ask You to submit a final meter reading or We may arrange a visit to the Premises if We need to read the Electricity Meter manually in order to accurately calculate Your final Bill. If Your customer account is in credit then, subject to clauses 6.7 and 6.19 above, We can reimburse You with the amount of credit. If applicable, You will also need to complete the necessary Moving In or Out Form which is available on Our Website at [www.electricity.gg/movinghouse](http://www.electricity.gg/movinghouse) or upon request. Further details about what You may need to do when moving out of the Premises can be found on Our Website at [www.electricity.gg/movinghouse](http://www.electricity.gg/movinghouse), or are available upon request.
- 9.4. Ending the Contract under this clause 9 will not affect any rights and responsibilities You or We had before the Contract ended. This includes the right to take any necessary legal action or seek any other remedy including a right of set-off against You or Us.

## **10. OUR RIGHT TO END THE CONTRACT**

- 10.1. Subject to clause 11 below, We can end the Contract with You upon giving You at least 7 working days' Written notice to You (except in the case of an Emergency where We will not be required to give You any prior notice) for any one or more of the following reasons (and Our Written notice will set out the relevant reasons):-
  - 10.1.1. You do not comply with these Supply Terms or any other additional terms or conditions of the Contract We agree with You;
  - 10.1.2. You do not comply with the 2001 Law, the 2023 Ordinance or any other Legislation which is applicable to You;
  - 10.1.3. You fail to pay for all charges due from You in respect of the Supply to the Premises or for Our provision of any Electricity Meter, Prepayment Meter, Electric Line, Electrical Plant or other equipment or property owned or

operated by Us for the purposes of the Supply;

- 10.1.4. You have or any person related or connected to You, engaged or employed by You or acting generally on Your behalf or with Your knowledge has either deliberately or negligently removed, damaged, stolen, lost or interfered with or failed to keep in safe and good condition Our Electricity Meters, Prepayment Meters, Electric Lines, Electrical Plant or any other equipment or property owned or operated by Us;
  - 10.1.5. You fail to provide reasonable, valid and sufficient Security if requested to do so by Us or You have a negative credit assessment;
  - 10.1.6. You have any form of bankruptcy or insolvency proceedings (including under Guernsey law any saisie or en désastre proceedings) brought against You;
  - 10.1.7. We are no longer licensed as an electricity supplier or We are asked to stop or prohibited from providing a Supply to You by an order, judgment, regulation, decision or direction of a competent Court or other competent authority (including the GCRA or Trading Standards) and it is upheld;
  - 10.1.8. We are entitled to do so under any other provisions of these Supply Terms, the Contract, Our Licence, the 2001 Law, the 2023 Ordinance or any other applicable Legislation;
  - 10.1.9. it is not reasonable or practically or legally possible for Us to provide the Supply to the Premises because:-
    - 10.1.9.1. there are health and safety reasons including an Emergency;
    - 10.1.9.2. We do not have any authorised access to the Premises or to any land which is nearby the Premises; or
    - 10.1.9.3. any one or more of the exceptions from Our legal duty to provide a Supply under section 11 of the 2001 Law applies;
  - 10.1.10. We must comply with any one or more of the following:-
    - 10.1.10.1. the Code (including any industry standards) under section 9 and Schedule 1 of the 2001 Law which relate to access to and use of land;
    - 10.1.10.2. the Electricity Supply Code (including any industry standards) under section 18 and Schedule 2 of the 2001 Law;
    - 10.1.10.3. section 21 and Schedule 3 of the 2001 Law (including any industry standards) which relate to Electricity Meters;
    - 10.1.10.4. Schedule 4 of the 2001 Law which relates to the preservation of amenity and fisheries;
    - 10.1.10.5. any conditions of Our Licence or any regulations, decisions or directions made by the GCRA under the 2001 Law which are upheld;
    - 10.1.10.6. any regulations, decisions or directions made by Trading Standards under the 2023 Ordinance which are upheld; or
    - 10.1.10.7. any other applicable Legislation;
  - 10.1.11. it is necessary to do so by reason of any event or circumstance occurring under clauses 8.4 and 8.5 above which cannot be remedied;
  - 10.1.12. it is necessary to do so because a fault in the Supply to the Premises other than that under clauses 8.4 and 8.5 above has occurred which cannot be remedied;
  - 10.1.13. it is necessary to do so for the operation, capacity, security and safety of Our Electricity Network or any Other Network connected directly or indirectly to Our Electricity Network (including to avoid interference with the regularity or efficiency of Our Electricity Network or any Other Network); or
  - 10.1.14. it is necessary to do so to limit the amount of electricity which Our Electricity Network or any Other Network connected directly or indirectly to Our Electricity Network is, in Our expert technical opinion, reasonably able to tolerate.
- 10.2. Subject to clause 11 below, We will stop the Supply to the Premises on the date the Contract ends for any of the reasons set out in clauses 10.1.1 to 10.1.14 above and this will be deemed the Supply Stop Date. You will be responsible for paying all Our charges for the period We provided the Supply to You at the Premises up to and including the Supply Stop Date. If Your customer account is in credit then, subject to clauses 6.7 and 6.19 above, We can reimburse You with the amount of credit.
  - 10.3. We reserve the right to recover from You any loss or damage suffered by Us which is either deliberately or negligently caused by You or any person related or connected to You, engaged or employed by You or acting generally on Your behalf or with Your knowledge. We also reserve the right to recover from You any reasonable legal fees and other reasonable administrative costs incurred by Us in recovering (whether by legal action through the Courts or otherwise)

monies owed to Us by You.

- 10.4. Ending the Contract under this clause 10 will not affect any rights and responsibilities You or We had before the Contract ended. This includes the right to take any necessary legal action or seek any other remedy including a right of set-off against You or Us.

## **11. DISCONNECTION**

- 11.1. If You have not, within 10 days of receiving a Written final demand from Us, paid Us for all charges due from You in respect of the Supply to the Premises or for Our provision of any Electricity Meter, Prepayment Meter, Electric Line or Electrical Plant for the purposes of the Supply, then We can, after a minimum of 2 working days' Written notice of disconnection to You:-

11.1.1. disconnect the Supply to the Premises or to any other premises occupied by You by such means as We think fit; and

11.1.2. recover any expenses incurred by Us in so doing from You.

- 11.2. If We have exercised Our right under clause 11.1 above then Our notice to You to end the Contract will be the same period as the notice We have given You to disconnect the Supply. In those circumstances, the Supply Stop Date will be deemed to be the date the Supply was disconnected. You will be responsible for paying all Our charges for the period We provided the Supply to You at the Premises up to and including the Supply Stop Date. If Your customer account is in credit then, subject to clauses 6.7 and 6.19 above, We can reimburse You with the amount of credit.

- 11.3. We will not exercise Our right under clause 11.1 above if there is a genuine dispute between You and Us about any amount We say is due from You.

- 11.4. There may be some cases where We temporarily disconnect the Supply to the Premises but not end the Contract such as when We must carry out essential works to any of Our Electricity Meters, Prepayment Meters, Electric Lines, Electrical Plant or other equipment or property owned or operated by Us and/or to Our Electricity Network or any Other Network connected directly or indirectly to Our Electricity Network. These works could either be emergency works or general planned works which include but are not limited to:-

11.4.1. maintenance;

11.4.2. alteration, repair or replacement;

11.4.3. removal, installation, connection or re-connection;

11.4.4. inspection, operation and testing; or

11.4.5. ensuring the secure, safe and efficient operation and capacity of Our Electricity Network, any Other Network connected directly or indirectly to Our Electricity Network and Our Supply to You at the Premises.

- 11.5. If any of the works under clause 11.4 above are required, then We will give You as much notice in Writing as soon as reasonably practicable (except in the case of an Emergency where We will not be required to give You any prior notice).

- 11.6. If clause 11.4 applies then the Contract will continue in full force and effect and We will aim to restore the Supply to the Premises as soon as reasonably practicable. Clause 8 above shall apply in limiting Our liability for any of the works under clause 11.4 above.

- 11.7. If the Supply to the Premises is disconnected due to any fault or any event or circumstance occurring under clauses 8.4 and 8.5 above, then, where relevant, clause 8 above shall apply in limiting Our liability. Whilst We will aim to restore the Supply to the Premises as soon as reasonably practicable, whether the Supply will be restored and whether the Contract will continue in full force and effect will depend on whether the fault or the event or circumstance can be remedied. If not, where relevant, clauses 10.1.11 and 10.1.12 above shall apply in ending the Contract.

- 11.8. We reserve the right to exercise Our lawful right to disconnect the Supply for any other reason including as provided for elsewhere in these Supply Terms.

## **12. RE-CONNECTION**

- 12.1. If We have disconnected the Supply under clause 11.1 above, We will be legally obliged to re-connect the Supply within 2 working days of You doing all of the following:-

12.1.1. paying to Us all charges due from You;

12.1.2. paying for Our expenses of disconnecting and re-connecting the Supply; and

12.1.3. providing Us with reasonable, valid and sufficient Security.

- 12.2. If You have complied with all of the requirements under clauses 12.1.1, 12.1.2 and 12.1.3 above and We have re-connected the Supply within 2 working days of You doing so, then a new Contract with You for the Supply will begin and the new Supply Start Date shall be deemed to be the date the Supply was re-connected. Whether a new Contract will begin and whether there is a new Supply Start Date in any other circumstances (including those outlined in clauses 12.3

and 12.4 below) will depend on those circumstances and what We agree with You.

- 12.3. Subject to clause 8 above, if You have complied with all of the requirements under clauses 12.1.1, 12.1.2 and 12.1.3 above but We fail to fulfil Our legal obligation to You, You will have the legal right to bring any legal action against Us for loss or damage You may suffer which was caused by Our failure. However, We will not be liable for any such loss or damage if We took all reasonable steps and exercised all due diligence to avoid failing to comply with Our legal obligation to re-connect.
- 12.4. For the avoidance of doubt, only We are permitted to re-connect the Supply. If anyone else, including You, re-connects the Supply then they or You will be liable to a fine under the 2001 Law and We will be entitled to disconnect the Supply again as a result. If that happens, any re-connection of the Supply will depend on the circumstances and what We agree with You.
- 12.5. We reserve the right to exercise Our lawful duty to re-connect the Supply for any other reason including as provided for elsewhere in these Supply Terms.

### **13. REFUSAL TO SUPPLY**

- 13.1. We may refuse to provide the Supply to You at the Premises or provide any Electricity Meter, Prepayment Meter, Electric Line, Electrical Plant or other equipment or property owned or operated by Us for the purposes of the Supply for any of the reasons under clauses 10.1.1 to 10.1.14 above. We reserve the right to undertake a credit assessment of You and may also refuse to provide the Supply to You at the Premises or provide any Electricity Meter, Prepayment Meter, Electric Line, Electrical Plant or other equipment or property owned or operated by Us for the purposes of the Supply if You have a negative credit assessment.
- 13.2. If You quit the Premises at which We have provided a Supply to You without paying all charges due from You in respect of the Supply or the provision of any Electricity Meter, Prepayment Meter, Electric Line or Electrical Plant or other equipment or property owned or operated by Us for the purposes of the Supply, then We may refuse to give You a Supply at any other premises until You pay the amount due.
- 13.3. We reserve the right to exercise Our lawful right to refuse the Supply for any other reason including as provided for elsewhere in these Supply Terms.

### **14. DAMAGE TO PROPERTY OWNED OR OPERATED BY US**

- 14.1. Any Electric Line, Electrical Plant, Electricity Meter, Prepayment Meter or any other equipment or property at the Premises owned or operated by Us shall not form part of any of Your assets.
- 14.2. If anyone, including You, deliberately or negligently damages or otherwise interferes with or allows to be damaged or interfered with:-
  - 14.2.1. any Electrical Plant or Electric Line owned or operated by Us; or
  - 14.2.2. any part of any domestic electricity supply equipment or any Electricity Meter or Prepayment Meter owned or operated by Us and situated upon the Premises;then they and/or You will be liable to a fine under the 2001 Law and where applicable, We will be entitled to remove the relevant equipment or property owned or operated by Us and disconnect the Supply to the Premises until the issue has been resolved to Our satisfaction. We may also take separate legal action against them and/or You for any other loss or damage We may suffer as a result.
- 14.3. The provisions of clause 14.2 above are in addition to any other rights and/or remedies We are entitled to elsewhere in these Supply Terms.
- 14.4. Where We have removed an Electricity Meter or Prepayment Meter, We will keep it safely until the GCRA authorises Us to destroy it or otherwise dispose of it.
- 14.5. Where domestic electricity supply equipment is damaged through no fault of Ours or Our employees, agents, contractors or subcontractors the costs of repairing that damage may be charged to You and We may, at Our discretion, refuse to carry out any repairs until such time as adequate security for the costs of repair is provided by You or on Your behalf.

### **15. ACCESS**

- 15.1. We will require access to the Premises for any one or more of the following reasons:-
  - 15.1.1. to obtain readings from the Electricity Meter or to carry out any necessary work related to the use, certification, testing and maintenance of the Electricity Meter and, in the case of a Prepayment Meter, to install, certify, test, maintain, repair, replace or remove it and/or to remove any money, key or card owned or operated by Us;
  - 15.1.2. to carry out any of the works under clause 11.4 above;
  - 15.1.3. to comply with any of Our legal duties and obligations or to exercise any of Our legal rights and powers under the Contract, Our Licence, the 2001 Law, the 2023 Ordinance or under any other applicable Legislation; or
  - 15.1.4. to comply with any of Our legal duties and obligations or to exercise any of Our legal rights and powers under

any legal agreement (including but not limited to conveyances, leases, licences and wayleaves) We may have with You (other than the Contract) or with any third party in respect of the Premises or any other premises near to the Premises.

- 15.2. If We require access to the Premises under clause 15.1 above, then We will give You as much notice in Writing as reasonably practicable (except in the case of an Emergency where We will not be required to give You any prior notice).
- 15.3. For the purposes of clauses 15.1 and 15.2 above, You agree to give Us and anyone authorised by Us safe, full, free and unobstructed access to the Premises at any reasonable time together with all necessary vehicles, equipment, materials and apparatus (including any necessary scaffolding).
- 15.4. We will take all reasonable steps to ensure that We cause the least possible inconvenience to You and that We carry out any works as quickly and efficiently as possible and in a good and workmanlike manner.
- 15.5. Whenever We require access to the Premises, We will ensure that anyone who is authorised by Us to do so:-
- 15.5.1. possesses the skills necessary to perform the required duties;
  - 15.5.2. are readily identifiable to You and members of the public and can prove their authority with an identity card;
  - 15.5.3. uses a password to enter the Premises if You wish to increase Your security;
  - 15.5.4. are appropriate persons to visit and enter the Premises; and
  - 15.5.5. are able to inform You, on request, of a contact point for help and advice You may require in relation to the Supply.
- If You are at all suspicious that the visitor is not genuine then **DO NOT LET THEM IN**. You must call Us immediately on 01481 200700 or FREEPHONE on 0800 5870285 and/or the police.
- 15.6. We reserve the right to exercise Our lawful right to access the Premises for any other reason including as provided for elsewhere in these Supply Terms.

## **16. ACCESS BY FORCE**

- 16.1. If We have made all reasonable efforts to exercise Our powers of entry under clause 15 above to the Premises and We have been unsuccessful, then We may apply for a Court order (with or without prior Written notice to You) allowing Us to enter the Premises by force subject to any conditions the Court thinks fit. If a Court order is made, We will not be liable for Our actions provided We comply with the terms of that Court order and We do as little damage as is reasonably practicable in doing so. We are entitled to recover from You any costs We may incur in respect of such a Court order.
- 16.2. If We enter the Premises in any other circumstances, We shall ensure that the Premises are left no less secure than before We entered and We shall make good or pay You compensation for any damage caused by Us.
- 16.3. If You intentionally obstruct Our entry to the Premises in any situation, You may be liable to a fine under the 2001 Law.

## **17. ELECTRICITY METERS**

- 17.1. We are entitled to charge You for Our Supply to You by reference to the quantity of the electricity supplied to You at the Premises. In such circumstances, the Supply shall be given through and the quantity of electricity shall be ascertained by an appropriate Electricity Meter either installed by Us or by You at the Premises.
- 17.2. We may use an appropriate Electricity Meter at the Premises to remotely monitor and read Your electricity usage without coming to the Premises. We may also remotely repair and update the Electricity Meter or disconnect the Supply through the Electricity Meter. In addition, We may use information from the Electricity Meter to work out Your Bill for the relevant period of Supply, offer You appropriate tariffs, time bands, charges and other products and for any other purposes in line with the Contract. It is Your responsibility to check that the reading on the Electricity Meter matches the reading on Your Bill.
- 17.3. If You refuse or fail to take the Supply through an appropriate Electricity Meter, We may refuse to give You the Supply or disconnect the Supply.
- 17.4. Only Electricity Meters approved under the 2001 Law or under any regulations made under it must be installed at the Premises otherwise an offence may be committed under the 2001 Law. We are responsible, at Our own expense, for ensuring that any Electricity Meters We own and that are used at the Premises meet the standards required under the 2001 Law but We reserve the right to recover from You any expenses We may incur as a result of Your failure to take proper care of the Electricity Meter.
- 17.5. If We are unable to take an Electricity Meter reading (for any reason including any error or fault with the Electricity Meter or if anyone alters the Electricity Meter) to ascertain the quantity of electricity supplied to You at the Premises for any relevant period of Supply, then We are entitled under the 2001 Law to provide You with an estimate of the amount of electricity used by You for that period and recover from You charges accordingly provided that Our estimate is corrected by an Electricity Meter reading within a reasonable period of time. If We are to take the correct reading then the reasonable period of time will be subject to You giving Us access to the Premises under clause 15.1.1 above. Alternatively, sending Us Your own reading will help Us provide You with an accurate Bill for the relevant period of Supply



but We reserve the right to also carry out Our own reading as We deem necessary. You can find further information on Electricity Meters and how to read them Yourself on Our Website at [www.electricity.gg/submit](http://www.electricity.gg/submit) or We can provide this information to You upon request.

- 17.6. Our estimate will be based on historical information We have about the electricity used at the Premises. This may take into account adjustments to reflect seasonal changes in use and previous Electricity Meter readings or the characteristics of the Premises and its usual electricity usage or Our price changes.
- 17.7. Until Our estimate is corrected, You are obliged under the 2001 Law to pay for the electricity used in accordance with Our estimate. Subject to clauses 6.7 and 6.19 above, Your Bill(s) and Your customer account will be adjusted for any under payment or over payment You may have made to Us for the Supply as a result of Our corrected estimate. If You have made an over payment then, subject to clauses 6.7 and 6.19 above, Your customer account will be credited with that amount. Clause 8 above shall apply in limiting Our liability for any estimate (corrected or otherwise) We provide You (for any reason including but not limited to any error or fault with the Electricity Meter or if anyone alters the Electricity Meter).
- 17.8. Save for any fault, error or alteration, Our reading of the Electricity Meter shall be conclusive evidence, in the absence of fraud, of the value of the Supply to You at the Premises for the relevant period.
- 17.9. Any dispute about any of Our estimates which We cannot resolve with You may be referred by either You or Us to the Committee or if the Committee thinks fit, to the GCRA or an arbitrator appointed by the Committee to resolve.
- 17.10. We will ensure that the person authorised by Us to read the Electricity Meter and any associated appliance at the Premises possesses the appropriate expertise and will inspect the Electricity Meter for any deterioration which might affect its function or safety. We will also ensure that the Premises are left no less secure by reason of that person's visit and We shall make good or pay You compensation for any damage to the Premises caused by that person. Once the Electricity Meter has been read, the details will be reported back to Us and will be taken into account in any adjustment of charges for any Electricity Meter readings taken in error.
- 17.11. If You suspect that the Electricity Meter at the Premises is faulty or there is an error or someone has altered the Electricity Meter, then You must notify Us immediately and We will try to resolve the issue. This may include carrying out testing but it may also include You trying a couple of tests Yourself. Further details are on Our Website at [www.electricity.gg/my-account/meter-reading](http://www.electricity.gg/my-account/meter-reading), or can be provided to You upon request. Subject to clauses 6.7 and 6.19 above, Your Bill(s) and Your customer account will be adjusted for any under payment or over payment You may have made to Us for the Supply as a result of the fault, error or alteration. If You have made an over payment then, subject to clauses 6.7 and 6.19 above, Your customer account will be credited with that amount. Clause 8 above shall apply in limiting Our liability for any faulty Electricity Meter (including any error with the Electricity Meter or if anyone alters the Electricity Meter).
- 17.12. You are responsible for checking with Us what low-rate time bands or any other energy efficient periods of Supply (if any) apply to the Electricity Meter in the Premises and whether the Electricity Meter needs to be adjusted accordingly to meet Your electricity requirements. Whether any adjustment can be made depends on whether, in Our expert technical opinion, it is practicable. Clause 8 above shall apply in limiting Our liability for any Electricity Meter installed or adjusted by You or by someone authorised by You at the Premises.
- 17.13. The provisions of this clause 17 shall, where relevant, apply equally to any Prepayment Meter at the Premises.

## **18. ENERGY EFFICIENCY**

- 18.1. Upon Your request We can provide You with guidance on the efficient use of electricity as will, in Our opinion, enable You to make informed judgements on measures to improve the efficiency with which You use the electricity supplied to You and save You money. You can also find further information on energy efficiency on Our Website at [www.electricity.gg](http://www.electricity.gg) or We can provide this information to You upon request.

## **19. SECURITY AND SAFETY OF SUPPLY**

- 19.1. If You are aware of any Emergency, matter or incident that:-
  - 19.1.1. causes danger or requires urgent attention or is likely to cause danger or require urgent attention in relation to Our Supply; or
  - 19.1.2. affects or is likely to affect the security, availability or quality of service of Our Supply or Our Electricity Network or any Other Network connected directly or indirectly to Our Electricity Network through which You are supplied with electricity;

then, in urgent cases, You must report this to Us immediately by telephoning Us on FREEPHONE number 0800 5870285 (which is free of charge and available 24 hours a day on every day of the year) or in non-urgent cases, by Writing to Us at Guernsey Electricity, FREEPOST GU355, Guernsey GY1 5SS or by emailing Us at [customer@electricity.gg](mailto:customer@electricity.gg). You can also use any of these contact details at any time if You want to make any enquiries about any matter or incident including those set out above. Further details on what You need to do in an Emergency or any Supply fault can be found on Our Website at [www.electricity.gg](http://www.electricity.gg) or We can provide this information to You upon request.

## **20. CHANGES TO THESE SUPPLY TERMS**

- 20.1. We may make changes at any time to the Contract, including these Supply Terms.

- 20.2. We will only make changes where they are necessary to:-
- 20.2.1. reflect changes in the electricity or utility supply industry, including changes in technology, changes in the way You can make or receive payments, or fraud prevention requirements;
  - 20.2.2. comply with changes in Legislation, the decision of Trading Standards, any regulatory requirement or any agreement with a government or regulatory body;
  - 20.2.3. reflect changes in the systems We use;
  - 20.2.4. reflect changes that impact the cost of providing services to You;
  - 20.2.5. reflect Our credit assessment of You;
  - 20.2.6. introduce a change that You have requested (and We've agreed to);
  - 20.2.7. correct a mistake;
  - 20.2.8. make them clearer or more favourable to You; or
  - 20.2.9. make changes to Our tariffs, time bands and charges, as set out in clause 6 above.
- 20.3. We may from time to time need to make changes for reasons that are not set out here. As long as You can end the Contract without charge, We may make any changes to the Contract or the Supply Terms, including introducing a new fee, or changing the way We charge fees for a reason We haven't set out here.
- 20.4. We will give You at least 1 month's Written notice before any change is made unless the change is to Your advantage, or where You have requested the change and We have agreed to it, in which case We may make the change immediately and will confirm the details of it to You within 1 month. You can contact Us to end the Contract before the changes take effect if You wish. Each time You receive a new Supply from Us, the Supply Terms in force at that time will apply (as set out on Our Website). Please check on Our Website to ensure that You understand which Supply Terms apply. These Supply Terms were last updated on 21<sup>st</sup> September 2023.

## **21. GENERAL**

- 21.1. The headings contained in these Supply Terms are inserted for convenience or reference only and are not intended to be part of or to affect the meaning or interpretation of any clauses of these Supply Terms.
- 21.2. References to legislation include references to any amendment, modification, extension, consolidation, replacement or re-enactment of any such legislation. Words in the singular include the plural and words in the plural include the singular. References to the word "include" or "including" (or any similar term) are not to be construed as implying any limitation and general words introduced by the word "other" (or any similar term) shall not be given a restrictive meaning by reason of the fact that they are preceded or followed by words indicating a particular class of acts, matters or things.
- 21.3. The Contract, except where otherwise expressly specified and agreed between You and Us in Writing, contains the entire agreement between You and Us and replaces any other earlier agreement between You and Us relating to Our Supply to You at the Premises. Both You and Us are entitled to rely upon the terms and conditions of the Contract.
- 21.4. If We do not insist immediately that You do anything You are required to do under the Contract or if We delay in taking steps against You in respect of You breaching the Contract, that will not mean that You do not have to do those things and it will not prevent Us taking steps against You at a later date. For example, if You miss a payment and We do not chase You but We continue to provide the Supply to You at the Premises, We can still require You to make the payment at a later date.
- 21.5. The Contract is personal to You and no rights or benefits express or implied shall be enforceable against Us by any other person. You may not assign or transfer Your rights or obligations under the Contract unless We agree in Writing. We can transfer all or any of Our legal duties, obligations, rights and powers under the Contract without Your permission by giving You 30 days' Written notice. If any such assignment or transfer could reduce Your rights under the Contract, We will not make such transfer without Your express agreement.
- 21.6. To help Us improve Our customer services in relation to Our Supply, We may monitor and record calls that You or We make. Any such information will be processed in accordance with Our Privacy Notice which is referred to below.
- 21.7. Each of the clauses of these Supply Terms and any other additional terms or conditions of the Contract We agree with You operate separately. If a competent Court or other competent authority (including the GCRA or Trading Standards) decides that any of them are invalid, unenforceable or unlawful and that decision is upheld, the remaining clauses will remain in full force and effect and the relevant clause shall be severed or modified without affecting the remaining clauses.
- 21.8. Any notice given under the Contract may be left at or sent by post to Us at the address specified above at clause 2.1 or to You at the postal address specified in Your Request (or is identifiable in any Deemed Request or in any Existing Customer Account) or such other address notified to each other for such purpose. Where necessary, We will state in a Written notice We give You details of how You may refer a dispute under clause 22 below in accordance with section 17 of the 2001 Law.

21.9. The laws of Guernsey apply to the Contract and any disputes relating to the Contract and the Supply We provide may only be heard in the Guernsey Courts.

## 22. COMPLAINTS

22.1. If You have any concerns then We would like to help to resolve them as quickly as possible but We will not tolerate any physical or verbal abuse directed at Our officers, employees, agents, advisers, contractors or subcontractors. If You wish to contact Us to make a complaint then You can do so by telephoning Us on 01481 200700 between 8:30am and 5pm Monday to Friday (excluding bank and public holidays) or by Writing to Us at Guernsey Electricity, FREEPOST GU355, Guernsey GY1 5SS or by emailing Us at [customer@electricity.gg](mailto:customer@electricity.gg) or by visiting Our reception at Electricity House, Northside, Vale, Guernsey GY1 3AD between 9am and 5pm Monday to Friday (excluding bank and public holidays) or by completing Our online contact form on <https://www.electricity.gg/contact-us/>. We will deal with all complaints in accordance with the 2023 Ordinance, the 2001 Law, Our Licence and Our Customer Complaints Handling Policy, a copy of which is available to download on Our Website at [www.electricity.gg/legal](http://www.electricity.gg/legal) or upon request.

22.2. If We cannot resolve a dispute with You about Our tariffs or charges, then You or Us can refer the matter to the States' Trading Supervisory Board to resolve. Save as provided for under clause 17.9 above, any other dispute about the Supply which We cannot resolve may be referred by either You or Us to the GCRA to resolve. In certain circumstances, You may also have the right to refer an issue regarding the Code (as referred to in clause 10.1.10.1 above) to an arbitrator to resolve or appeal to the Royal Court of Guernsey against a decision made by Us under the Code. If You decide to pursue either route, then We can provide You with the relevant contact details.

22.3. At any point, You are entitled to seek Your own independent legal advice to help You understand Your legal rights and obligations under these Supply Terms, any other additional terms or conditions of the Contract We agree with You, the 2023 Ordinance, the 2001 Law, Our Licence or under any other applicable Legislation.

## 23. DATA PROTECTION

23.1. In the course of Our dealings with You, and in order to perform Our obligations under the Contract, We will collect and process personal information about You, including to administer Your customer account and to provide You with the Supply. We respect Your privacy and are committed to providing You with a clear understanding of how We use Your personal information. To find out about the ways in which We use and protect Your personal information, please visit Our Privacy Notice at [www.electricity.gg/privacy/](http://www.electricity.gg/privacy/). If You'd like a hard copy of Our Privacy Notice, You can contact Us by emailing [data.protection@electricity.gg](mailto:data.protection@electricity.gg) or telephoning 01481 200700 and We will post it to You.

21<sup>st</sup> September 2023

## MODEL CANCELLATION FORM

To Guernsey Electricity Limited whose registered office is at Electricity House, Northside, Vale, Guernsey GY1 3AD and whose contact postal address is Guernsey Electricity, FREEPOST GU355, Guernsey GY1 5SS and whose contact email address is [customer@electricity.gg](mailto:customer@electricity.gg):

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] Contract for the supply of electricity,

Received on:-

Name of consumer(s):-

Address of consumer(s):-

Signature of consumer(s) (only if this form is notified on paper):-

Date:-

[\*] *Delete as appropriate.*