

ALDERNEY ELECTRICITY LIMITED

GENERAL CONDITIONS

1. Interpretation

In these Conditions, the following definitions shall apply:

Company Alderney Electricity Limited and any successor company.

Concessions Law the Alderney Electricity Concession Law 1953, as amended and supplemented.

Conditions these general conditions for the supply of electricity as may be amended by notice in writing from the Company to the Consumer from time to time, including the application form completed by the Consumer which accompanies them and which is deemed to form part of these conditions.

Consumer the person applying for the supply of electricity from, and entering into these Conditions with, the Company.

Force Majeure Event an event beyond the reasonable control of the Company including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

Schedule of Charges the Company's schedule of charges for the supply of electricity as updated and published by the Company from time to time.

In these Conditions, the following rules of interpretation apply:

A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

A reference to a party includes its personal representatives, successors or permitted assigns.

A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

A reference to **writing** or **written** includes faxes and e-mails.

2. Application and Agreement for Supply

Application for a supply of electricity must be made on the application form accompanying these Conditions. Once accepted by the Company, the application form and these Conditions together constitute the entire agreement between the Company and the Consumer which supersedes any prior agreements between the Company and the Consumer. The Consumer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in these Conditions.

At least 14 days' notice should be given to the Company by the Consumer of the date when the supply is required, but the Company cannot guarantee to have a supply connected within that period. Applicants must await written acceptance of their application before proceeding with the installation.

The Consumer agrees to carry out the installation referred to in Schedule A within one month from the date hereof, and in the event of such installation not being carried out, the Consumer agrees to repay the Company any costs incurred in connection with the intended supply.

No Consumer shall be entitled in the absence of a special agreement with the Company to terminate the agreement created by the Conditions at a date earlier than the first anniversary of the date when a supply was first given to the premises. When the Consumer is vacating the premises, the Consumer having duly complied with these conditions and upon paying to the Company all monies due to the Company may terminate the supply by not less than 24 hours' notice in writing to the Company.

3. System of Supply

The Company supplies electricity either by a 4-wire 3 phase alternating current system at a frequency of 50 cycles per second, with 415 volts between the main conductors, or by a 2-wire single phase system with 240 volts between conductors.

Subject to its legal obligations under the Concessions Law, the Company shall have the right to make any changes to the supply which are necessary to comply with any applicable other law or safety requirement, or which do not materially affect the nature or quality of the supply, and the Company shall notify the Consumer in any such event.

4. Domestic Installations

Domestic installations generally will be supplied at 240 volts, but the Company may require installations to be wired on two or three separate and distinct circuits, and for water heating or other appliances of heavy loading to be supplied by 3-phase 415 volt circuits.

5. Motors

Customer's motors must be of a type approved by the Company as suitable for the particular voltage or system of supply available.

6. Wiring Rules & Regulations; Testing; Power to Disconnect Supply

The Consumer's installations must be in accordance with the Rules of the Institution of Electrical Engineers for the time being in force. All connections to the Company's mains will be by the Company's authorised servants.

No installation will be connected to the Company's system until it has been inspected, tested, approved and passed by a person registered with The Authorised Competent Person Scheme.

The Consumer is solely responsible for any electrical equipment and apparatus owned and operated by the Consumer or under the Consumer's control. AEL will provide protection to the point of connection but it remains the sole responsibility of the Customer to install and maintain protective devices to prevent damage to the Consumer's equipment, for example using surge protection devices or voltage limiters or overvoltage protectors or (surge) arresters. AEL does not assume the duty of inspecting the Consumer's electrical systems and or equipment and shall not be responsible or liable for any injury, damage or loss of any kind to any property or business of the Consumer or to the Consumer's electrical equipment or apparatus (including without limitation any loss of profits or indirect or consequential loss) resulting from the supply of electricity or through interruptions, defects or otherwise (including without limitation malfunction of the Company's equipment, accidents or Force Majeure), unless it can be shown that AEL's negligence was the reason for, or part of the reason for the injury, loss or damage. In the event of any such irregularity in supply the Company will use reasonable diligence to ensure that the supply will be restored as soon as practicable.

7. Alterations and Additions to Installations

The Consumer must give notice in writing to the Company by completing a new Schedule A for alterations to the installation. No additional wiring or apparatus shall be connected to a pre-existing installation until approved and passed pursuant to Clause 5. A breach of this clause entitles, and may render it necessary for, the Company to cut off the supply without notice.

8. Service Lines & Company Apparatus

Service lines will be generally provided in public thoroughfares, to premises within 60 feet of the Company's low voltage distributing mains. The Consumer will be required to pay the whole cost of the service lines from the nearest distribution cable to and on the private property. The route of all service lines will be determined by the Company, but only one service line will be carried to each Consumer, or to premises divided so as to be capable of being occupied as separate dwellings. In the event of the Company mains or service lines being required to be carried through or over private property, the necessary wayleave will have to be obtained.

The Company will use its reasonable endeavours to ensure that as little damage as possible is caused in making the connection, but will not be responsible for any damage to the premises (other than as a result of negligence of the Company's employees) when making such connection or which occurs subsequently and which may directly or indirectly be due to the presence of the said service lines or cables.

All cables, service lines and other apparatus supplied by the Company shall remain the property of the Company and the agents of the Company shall at all reasonable times be entitled to enter upon the premises of the Consumer for the purpose of inspecting, altering, replacing, testing, maintaining, repairing or removing such cables, lines or other apparatus, and all necessary assistance, access and facilities shall be given by the Consumer for such purposes. The Company reserves the right to fix the positions of meters, fuses, or other apparatus of the Company which must be as near as possible to the point where the Company's service main enters the Consumer's premises. A main switch - of an approved type must be supplied and fixed by the Consumer's electrical contractor as near to the Company's meter and fuses as practicable.

The Consumer must leave a sufficient length of cable with a cross section area of the correct size for the connection of the Consumer's apparatus to the Company's meters and fuses.

The Consumer will be liable and held responsible for the safety and return of the meter apparatus supplied by the Company whether damaged by fire or otherwise and in such an event the Consumer must pay the Company the cost of a replacement or alternatively, at the Company's option, for the cost of the necessary repairs. No Consumer shall unseal or in any way interfere with the meters, fuses or other apparatus of the Company and the Company shall not in any circumstances be liable or responsible for the consequences of the Consumer doing so.

9. Renewal of fuses in Company's Cut-outs

The Company's fuses are sealed and may be replaced only by the Company's authorised agents. In the event of the Company's staff being requested to deal with failure of supply from any cause, the Consumer shall pay to the Company a call out charge in the event that the failure is due to any causes other than a fault in the Company's service.

10. Irregularities of Supply

The Company may, from time to time, for the purposes of testing or for any other purposes connected with the efficient working of the supply of electricity, discontinue the supply at such intervals of time and for such purposes as it may deem expedient, provided always that save in case of emergency not less than twenty-four hours' notice shall be given by the Company to all Consumers likely to be affected by such discontinuance.

Provided that the Company has discharged its obligation under the Concessions Law to maintain in a safe condition and in all respects fit for supplying electricity all electric lines, service lines, fittings and apparatus belonging to it or under its control, and where possible has given the Consumer notice of the irregularity of supply, the Company shall not in any circumstances be held liable or responsible for any loss, damage or personal injury (including without limitation any loss of profits or indirect or consequential loss) arising as a result of any irregularities, interruptions or stoppages of the supply due to any cause (including without limitation malfunction of the Company's equipment, accidents or Force Majeure). In the event of any such irregularity in supply the Company will use reasonable diligence to ensure that supply will be restored as soon as practicable.

11. Special Meter Readings and Sub-Letting of Premises

In cases of furnished tenancies the Company will not recognise any tenants as the Consumer under these Conditions but will hold the applicant responsible for the payment of all Charges due from time to time in respect of electricity supplied to the premises sub-let and for the observation and performance of the Customer's obligations under these Conditions.

For the convenience of the parties, the Company will, upon receiving not less than twenty-four hours' notice -will during working hours, read the meter and furnish particulars regarding the electricity consumed to the Consumer. Instructions to take such readings or any other special reading must be accompanied by payment of a fee as determined from time to time by the Company and set out in the Schedule of Charges.

Consumers will be responsible for all electricity consumed on their premises until the Company has, at their written request, disconnected the supply in accordance with these Conditions.

12. Vacation of Premises

The Consumer shall give seven days' notice in writing to the Company before vacating any premises to which electricity is supplied. If such notice is not given, the Consumer must pay for the supply to the premises up to the date when the meter is normally read or the date when the Company is required by a subsequent occupier to read the meter, whichever shall first occur.

13. Meters and Payment of Accounts

The amount of electricity supplied by the Company to the Consumer shall be measured by an appropriate meter. Such meter shall be fixed and maintained by the Company on the Consumer's premises at the rental set out in the Company's Schedule of Charges.

Accounts will be rendered by the Company in accordance with the readings of such meter at the Company's current prices set out in the Company's Schedule of Charges, and may be levied on a weekly, monthly or quarterly basis at the discretion of the Company, and are payable on demand. In default of payment for electricity billed or non-payment of any other amounts due to the Company, the Company, without prejudice to further rights or action, shall be entitled to disconnect the electricity supply without notice. In the event of accounts due to the Company being paid and the supply again being required a re-connecting fee will be charged.

No question regarding the accuracy of any account whether on the ground that such meter is inaccurate or otherwise will be entertained unless notice thereof in writing is received by the Company from the Consumer within 14 days after delivery of such account.

If the Consumer disputes the accuracy of such meter and gives notice in the manner aforesaid the Consumer shall be entitled on paying to the Company a deposit by way of testing fee to have any meter tested by the Company in situ by means of a "standard" meter which has been previously certified. If such test proves the meter to be correct within the limits of error prescribed by the Concession Laws, then unless the Consumer gives a further written notice to the Company that he disputes such test within seven days of the Company's giving him written notice of the result of such test the Consumer shall forfeit the said fee and immediately become liable to pay the Company's account so rendered aforesaid. If the test shows the meter to be inaccurate within such limits aforesaid then the Company will refund the deposit and the account shall be adjusted and amended as provided for below.

If any meter ceases registering or is found by the test aforesaid not to be registering within the limits of error aforesaid, the Company will render an amended account for the week, month or quarter in dispute as the case may be but no adjustment of any other previous account shall be claimed or allowed. The Company shall have the right at its option to adjust the account on the basis of the account for the corresponding period of the previous year or on an estimate based on the subsequent consumption. Upon such amended account being rendered the Consumer shall immediately pay the amount payable to the Company.

Subject as aforesaid the readings of such meter or meters shall be conclusive evidence of the quantity of electricity consumed.

The Consumer may be required to give adequate security for the payment of all sums which may become due before or after the installation has been connected.

14. Prepayment Meters

In the event of the Consumer requiring or being required to take the supply through a prepayment meter, the prepayment meter with all attachments thereto shall be fixed by and remain the property of the Company and the Consumer shall keep the meter, attachments and fittings at all times in safe custody, be responsible for the loss of or any damage to the meter, attachments and fittings howsoever such loss or damage may be caused, and make good such loss or damage on demand.

15. Inspection

Duly authorised officers of the Company shall have access to the Consumer's premises at all reasonable hours, without notice, for the purpose of examining and taking the necessary reading of any meter, also for inspecting or testing the fittings or any Consumer's apparatus. Such authorised officer shall be obliged to produce evidence in writing from the Company, that he is so authorised or to wear some distinguishing badge or uniform in order that such person may be easily recognised as acting under the authority of the Company.

16. Schedule of Charges

The Company's Electricity Tariffs and all fees, deposits and penalties herein referred to shall be charged at the current rate as detailed in the Company's latest Schedule of Charges.

17. General

The Consumer shall not, without the prior written consent of the Company, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under these Conditions. The Company may at any time upon prior notice to the Consumer, provided the same is permitted under the Concessions Law, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under these Conditions.

Any notice or other communication required to be given to a party under or in connection with these Conditions shall be in writing and shall be delivered to the other party personally or sent by prepaid post at its last known address or sent by fax to the other party's main fax number.

Any notice or communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by prepaid post or recorded delivery, at 9.00 am on the second business day after posting or if sent by fax, on the next business day after transmission.

This above shall not apply to the service of any proceedings or other documents in any legal action.

A waiver of any right under these Conditions by the Company is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by the Company in exercising any right or remedy under these Conditions or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy by the Company shall preclude or restrict the further exercise of that or any other right or remedy.

Unless specifically provided otherwise, rights arising under these Conditions are cumulative and do not exclude rights provided by law.

If a court or any other competent authority finds that any provision (or part of any provision) of these Conditions is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of these conditions shall not be affected.

If any invalid, unenforceable or illegal provision of these Conditions would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

A person who is not a party to these Conditions shall not have any rights under or in connection with them.

Except as set out in these Conditions, any variation, including any additional terms and conditions, to these Conditions shall only be binding when agreed in writing by the Company.

These Conditions, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the laws of the Island of Alderney, and the parties irrevocably submit to the exclusive jurisdiction of the Royal Court of the Island of Alderney.

18 – (1) The Company may, from time to time, for the purposes of testing or for any other purposes connected with the efficient working of the undertaking, discontinue the supply of electricity at such intervals of time and for such purposes as it may deem expedient, provided always that save in case of emergency not less than twenty-four hours' notice shall be given by the Company to all Consumers likely to be affected by such discontinuance.

(2) The Company shall not incur any liability in respect of any temporary interruption of supply but in the event of such interruption the Company shall restore the supply with all reasonable diligence.