

ALDERNEY ELECTRICITY LIMITED

GENERAL CONDITIONS

1. Application and Agreement for Supply

Application for a supply of electricity must be made on this form. At least 14 days notice should be given 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 to terminate this agreement 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.

2. 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.

3. 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.

4. Motors

Motors must of a type approved by the Company as suitable for the particular voltage or system of supply available. Generally motors of 1 h.p. and over must be connected to 3-phase 415 volts. The power factor of any motor must not be less than 0.85 at full load.

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

Consumers installations must be in accordance with the Rules of the Institution of Electrical Engineers. 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 Company will not be held responsible for any apparatus connected by the consumer. The consumer should, before using electricity, give notice to the consumer's Fire Insurance Company, with which the premises and the contents thereof are insured, so that the Fire Insurance company may be satisfied that the wiring etc., has been carried out satisfactorily. The consumer hereby agrees that the Company shall not be responsible for any accident or damage caused by the use or misuse of electricity. If any fault in the consumer's apparatus is discovered, the supply should at once be cut off by means of the main switch near the meter. The Company reserves the right to disconnect or to refuse to connect or reconnect the supply, if, in the opinion of the company, the installation of the consumer at any time fails to meet the requirements of this clause.

6. 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 passed pursuant to Clause 5. A breach of this clause may render it necessary for the Company to cut off the supply without notice.

7. 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 cost of service lines beyond that distance, and also for all service lines on 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 do as little damage as reasonably possible in making the connection, but will not be responsible for any damage to the premises (not arising from 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 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, fuses and PCD of an approved type must be supplied and fixed by the consumer 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 held responsible for 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 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.

8. 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.

9. Irregularities of Supply

The Company shall not be held responsible for irregularities, interruptions or stoppages of the supply caused by malfunction of the Company's equipment, accidents, force majeure, strikes, or any cause, but the supply will be restored as soon as practicable.

10. Special Meter Readings and Sub-Letting of Premises

In cases of furnished tenancies the Company will not recognise any tenants but will hold the applicant responsible for the payment of all sums due from time to time in respect of electricity supplied to the premises sub-let.

For the convenience of the parties concerned, the Company will, upon receiving not less than twenty-four hours notice in writing, read the meter and furnish particulars regarding the electricity consumed. Instructions to take such readings or any other special reading must be accompanied by payment of a fee.

Applicants will be responsible for all electricity consumed on their premises until the Company has, at their written request, disconnected the supply.

11. Vacation of Premises

The consumer shall give seven days notice in writing to the Company before vacating any premises 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.

12. Meters and Payment of Accounts

The amount of electricity supplied shall be measured by an appropriate meter or meters. Such meter or meters 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 as amended from time to time.

Accounts will be rendered in accordance with the readings of such meter or meters at the company's current prices, weekly, monthly or quarterly 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 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 or meters are inaccurate or otherwise will be entertained unless notice thereof in writing is received by the Company within 14 days after delivery of such account.

If the consumer disputes the accuracy of such meter or meters 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 such meter or meters tested by the Company in situ by means of a "standard" meter which has been previously certified. If such test proves the meter or meters to be correct within the limits of error prescribed by the Alderney Electricity Concession Laws 1953, 1963, 1973 and 1978, 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 or meters 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 such meter or meters cease registering or are 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.

13. Prepayment Meters

In the event of the customer 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.

14. 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 the meter or meters, 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.

15 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.