
STATUTORY INSTRUMENTS

2023 No. 454

**The Energy Bills Discount Scheme
(Northern Ireland) Regulations 2023**

PART 5

Further provisions

CHAPTER 2

Deemed terms of supply contracts

Deemed terms of supply contracts

66.—(1) Subject to paragraphs (3) and (4), terms to the following effect are implied into a supply contract—

- (a) that in respect of energy supplied under the contract during a scheme period, the supply price is reduced by the discount as required under Part 2 and Part 4;
- (b) that where the application of the Regulations changes the discount or a quantity of energy to which the discount applies, the rights and obligations of the supplier and customer in respect of payment for energy supplied are determined, or as necessary redetermined, so as to reflect such change in discount or quantity;
- (c) that no term of the contract, and no act or omission on the part of the customer, is to be construed as entitling the supplier to require the customer—
 - (i) to pay a greater amount than the supplier would have been entitled to require it to pay if acting in accordance with the Regulations, or
 - (ii) to be otherwise subject to terms that it would not have been lawful under the Regulations for the supplier to have included in a supply contract,in respect of any energy supplied by the supplier in a scheme period;
- (d) that nothing done by the supplier or the customer in order to comply with these Regulations or rules made under them, or in following guidance issued by the Secretary of State in relation to the scheme, is a breach of any provision of the contract;
- (e) that the coming into force of the Act, the making of these Regulations or rules under them, and the issuing of guidance by the Secretary of State in relation to the scheme, do not constitute—
 - (i) a change in the law for the purposes of any provision (however expressed) of the contract which permits the supplier to increase its prices or charges or take any other action in consequence of a change in the law;
 - (ii) an event or circumstance which under any provision of the contract (however expressed) excuses the supplier or the customer from performance of its obligations, or from liability for failure to perform its obligations, under the contract.

(2) In paragraph (1)(b), the reference to—

- (a) the application of the Regulations includes the making or revision of any determination or other decision under the Regulations;
- (b) changes include a change applying in respect of energy already supplied to the customer;
- (c) rights and obligations include rights and obligations for adjustment of charges already made or paid.

(3) Paragraph (1) does not apply to an excluded fixed price contract or a supply contract for which an opt-out notice has been given under regulation 4(3), and has not been withdrawn, under regulation 4(4).

(4) None of the terms listed in paragraph (1) is to be construed as preventing a supplier from increasing its charges to a customer in order to recover the costs of complying with Parts 2 and 3 if and to the extent it is permitted to do so under the terms of—

- (a) its supply contract,
- (b) its electricity supply licence or gas supply licence, and
- (c) regulation 65(2)(b).