

An aerial photograph of a town, likely in Ireland, featuring a river flowing through it. A bridge crosses the river, with cars and a bus visible on it. In the foreground, there's a parking lot with several cars and a building with a sign that says 'NEW LOOK'. In the background, a large church with a prominent spire is visible against a sunset sky. The word 'evolve' is written in large white letters across the top, with a teal circle graphic to its right.

evolve

Connecting pipes and people

Individual Standards of Performance Notice of Rights

September 2016

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1. Introduction

This document explains the individual standards of performance and outlines the compensation you could receive if Evolve fails to deliver the standards specified in the Gas (Individual Standards of Performance) Regulations (Northern Ireland) 2014.

Evolve is a licensed gas distribution business responsible for the safe delivery of gas through its network within an area covering the population in eight principle towns to the west of Northern Ireland: including Coalisland, Cookstown, Derrylin, Dungannon, Enniskillen, Magherafelt, Omagh and Strabane.

Our main business activities as a gas distribution business include:

- Building, owning, operating and maintaining our gas network;
- Providing a 24 hour gas emergency service - 0800
- Developing the gas market in our Licensed Area; and
- Providing an operational framework for gas suppliers to deliver the obligations set out in our Network Code.

Evolve does not sell gas. You should always contact your gas supplier for queries relating to:

- replacement meter cards
- payment / bill queries
- meter exchanges
- faulty cards
- moving home
- new accounts
- switching suppliers
- meter readings
- when not sure who to call

Your gas supplier's contact details can be found on your latest bill or statement.

Our contact details;

Evolve Ltd,
83 – 85 Great Victoria Street,
Belfast,
BT2 7AF.

Telephone: **0800 975 7774**

Internet: **<http://www.evolvernetwork.co.uk>**

Our Office Hours;

Monday to Thursday 8:30am to 5pm

Friday 8:30am to 4:00pm

2. Individual (Guaranteed) Standards of Service

GSS1 (Regulation conditions 3 and 16) **Meter disputes**

If you are a domestic customer and advise us that you suspect your meter to be operating incorrectly, we will provide you with an explanation on the probable cause within 15 working days. If an appointment is necessary, we will offer this within 7 working days to investigate. If you inform your supplier of an issue, your supplier must report this to us within 1 working day. Where we are notified after 4pm on a working day or at any time on any other day, the period will commence on the next following working day.

[Payment if we fail to meet this standard;](#)

Domestic customers will receive £25.

GSS2 (Regulation condition 4) **Meter mix-ups**

We will make a payment to you if you are billed an incorrect amount by your gas supplier due to us having incorrectly advised your gas supplier of the meter assigned to your property.

[Payment if we fail to meet this standard;](#)

Domestic and non-domestic customers will receive £50.

GSS3 (Regulation condition 5) **Prepayment meters**

If you are a domestic customer and you notify us that your prepayment meter is not operating so as to permit the supply of gas to your premises, we will deal with the reported failure of your prepayment meter within 4 working hours. If you inform your supplier of a problem with your prepayment meter, your supplier must notify us of any report of the problem within 4 working hours.

[Payment if we fail to meet this standard;](#)

Domestic customers will receive £25.

GSS4 (Regulation condition 6) **Appointments**

If you are a domestic customer we will offer and keep an appointment within the time bands 8:30 -12:00 or 12:00 – 17:00 or, if requested, within a minimum two hour time band.

[Payment if we fail to meet this standard;](#)

Domestic customers will receive £25.

GSS5 (Regulation condition 7) Supply restoration

Evolve will resume the conveyance of gas to your property within 24 hours if this has been discontinued as a result of a failure of, fault in or damage to our pipe-line system.

Payment if we fail to meet this standard;

Domestic customers will receive £50 plus a further £25 for each additional period of 24 hours in which you are without supply, to a maximum of £1,000.

Non-domestic customers (whose annual consumption is less than 73,250kWh) will receive £125 plus a further £25 for each additional period of 24 hours in which you are without supply, to a maximum of £1,000.

These payments will not apply where the fault occurred because of an act or default on the part of the customer, or the event caused the loss of supply to more than 30,000 customers.

GSS6 (Regulation condition 8) Reinstatement of customer's premises

Evolve will reinstate your premises within five working days following completion of work to a service pipe and any associated work to a distribution main where the pipe or main lies under or within your premises.

Payment if we fail to meet this standard;

Domestic customers will receive £50 plus a further £25 for each additional period of five working days until the premises are reinstated.

Non-domestic customers will receive £100 plus a further £25 for each additional period of five working days until the premises are reinstated.

These payments will not apply if the work is required because of the actions of the customer.

GSS7 (Regulation condition 9) Connections¹

Evolve will provide an accurate Standard Quotation for obtaining a new connection or altering an existing connection within 10 working days. A "Standard Quotation" means a quotation (excluding a self-quote) that can be determined without visiting your premises. If your quotation is non-standard and we need to visit your premises, we will provide an accurate quotation within 28 days.²

Payment if we fail to meet this standard;

Domestic and non-domestic customers will receive £50 plus a further £50 for each additional working day we fail to provide a quotation, to a maximum of £250 (for a new connection or altering an existing connection up to and including 275kWh per hour) or £500 (for a new connection or altering an existing connection greater than 275kWh per hour), or the quotation sum, whichever is lowest.

¹ Please refer to Evolve Connection Policy for detail <http://www.SGNNaturalGas.co.uk/>

² Please refer to Evolve's Published Accuracy Scheme <http://www.SGNNaturalGas.co.uk/>

GSS8 (Regulation condition 10) **Notification of planned interruption**

Evolve will give you at least 3 days' notice if your supply is to be interrupted by planned maintenance or replacement work to our pipe-line system.

Payment if we fail to meet this standard;

Domestic customers will receive £25 and non-domestic customers will receive £50.

GSS9 (Regulation condition 11) **Responding to complaints**

1. Where a telephone complaint or written complaint is received, but we are unable to provide a substantive response without visiting your premises or make enquires of persons other than officers, employees or agents of our company, you will receive an initial response within 10 working days. This will include the name, telephone number and address of an employee you can contact regarding your complaint.

Payment if we fail to meet this standard;

Domestic and non-domestic customers will receive £25.

2. Where an initial response has been provided, we will provide a substantive response within 20 working days from the date the complaint was received.

Payment if we fail to meet this standard;

Domestic and non-domestic customers will receive £25 plus a further £25 for each additional period of 10 days which expires for a failure to provide a substantive response, to a maximum of £100.

3. Where a telephone complaint or written complaint is received and we do not need to visit your premises or make enquires of persons other than officers, employees or agents of our company we will send you a substantive response within 10 working days from the date the complaint was received.

Payment if we fail to meet this standard;

Domestic and non-domestic customers will receive £25 plus a further £25 for each additional period of 10 days which expires for a failure to provide a substantive response, to a maximum of £100.

Note

The aggregate compensation limit for the failure to provide an initial and / or substantive response under points 1, 2, & 3 (above) is £100.

GSS10 (Regulation condition 14)

Making standard payments

If Evolve fail to provide you with your compensatory payment within 20 working days, we will make an additional payment.

Payment if we fail to meet this standard;

Domestic customers will receive £25 and non-domestic customers will also receive £25

Note

Payments will be made automatically (on condition that you have provided relevant details to Evolve), with the exception of standards GSS 7 (Regulation condition 9) and GSS 8 (Regulation condition 10) which requires you to claim payment from Evolve. Claims made under GSS 8 (Regulation condition 10) must be received by us within 3 months. Claims can be made by contacting our office during working hours.

3. Exemptions (Regulation condition 15)

The Gas (Individual Standards of Performance) Regulations (Northern Ireland) 2014 detail a number of circumstances where the guaranteed standards may not apply. These include:

- Where you inform us that you do not want us to take any action or further action.
- Where you agree that any action we have taken (or promise to take) meets the requirement of the guaranteed standard. If we make a promise to take action as part of this exemption, we shall do so promptly.
- Where we require information from you in order to meet our guaranteed standard, you either telephone a number or send the information to an address other than the one which we provided, or you contact us outside our working hours.
- Where we could not have reasonably been expected to meet our guaranteed standard(s) due to
 - severe weather conditions
 - industrial action by our employees or contractors
 - the actions of a third party
 - inability of Evolve to gain access to relevant premises
 - the possibility we may break the law by complying with the guaranteed standard
 - the effects of an event for which emergency regulations have been made under Part 2 of the Civil Contingencies Act 2004 (8)
 - delays imposed by a requirement to obtain a permit for street works under the Road (Miscellaneous Provisions) Act (Northern Ireland) 2010 (9)
 - other exceptional circumstances beyond our control
- Where information provided by the customer is considered frivolous or vexatious
- Where you:
 - are responsible for damage to our gas equipment³
 - have failed to pay outstanding charges
- Where you have been disconnected or refused connection⁴ to our network

If we invoke any of the exemptions permitted within the Regulations, we are required to demonstrate that we have taken all reasonable steps to prevent failure.

³ In accordance with Section 10 of the Energy Act (Northern Ireland) 2011

⁴ In accordance with our licence, as held under Article 8 (1) (a) of the Gas Order

4. Disputes (Regulation condition 13)

If you wish to dispute any decision made by Evolve regarding payment for failing to meet any of our guaranteed standards, you may refer your query to the Northern Ireland Authority for Utility Regulation, ("NIAUR").

NIAUR's contact details;

Utility Regulator
Queens House
14 Queen Street Belfast
BT1 6ED

Telephone: **+44 (0) 28 9031 1575**

Fax: **+44 (0) 28 9031 1740**

Email: **info@uregni.gov.uk**

Internet: **<http://www.uregni.gov.uk/contacts/>**



0800 975 7774
evolvenetwork.co.uk
info@evolvenetwork.co.uk

