

GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF ELECTRICITY AND / OR GAS

For the supply of electricity and/or gas by SSE Energy Supply Limited (in relation to electricity) and Southern Electric Gas Limited (in relation to gas) (trading as "Scottish Hydro", "Southern Electric", "Atlantic", "SSE" or "SWALEC") to domestic premises.

1. Definitions and Explanation

1.1 Please refer to this section for our definitions and explanations of terms used throughout this document. "Address": the address(es) you want your Energy supplied to; "Agreement": the application you've either signed or agreed on the telephone; these terms and conditions as updated from time to time and published on our website(s); any list of current charges; and any product specific supplementary terms and conditions or product specific rules as updated from time to time and published on our website(s); "Charges": charges for the supply of Energy as detailed in the list of current charges as amended from time to time; "Electricity Distributor": the licensed operator of the distribution system through which electricity is supplied to you; "Energy" means gas and/or electricity; "Equipment": meters, pipes, electrical plant, electric lines and all other apparatus at the Address to deliver, measure and control Energy; "Exceptions": means the conditions set out in Standard Licence Condition 14A.2 of our gas and electricity supply licences, examples of which include: if your previous supplier has prevented us from completing the supply transfer because it has raised an objection to the supply transfer; if we do not have all the information we require in order to complete the supply transfer, despite having taken all reasonable steps to obtain the missing information from you and we cannot readily obtain that information from another source; or we are prevented from completing the supply transfer due to any other circumstances which is outside of our control and which we have taken all reasonable practicable steps to resolve; "Gas Transporter": the licensed operator of the transportation network through which gas is transported to you; "Guaranteed Standards": the guaranteed standards of service level available on our website or by calling us on 08450717800; "OFGEM" means the Office of Gas and Electricity Markets (or any other competent successor body or authority); "our": belonging to SSE Energy Supply Limited or Southern Electric Gas Limited; "Start Date": means the date(s) that we tell you (in advance) that the supply of Energy will start or as soon as possible thereafter; "Unit": means a kilowatt hour (for gas kilowatt hours supplied will be calculated in accordance with section 12(1) of the Gas Act); "we" and "us": SSE Energy Supply Limited for electricity and Southern Electric Gas Limited for gas and/or our permitted successors and assignees; "you": you, the customer with whom we've entered into this Agreement (you shall be responsible for other users at the Address).

1.2 The headings in this Agreement are for your guidance only so do not affect the interpretation.

2. Energy

2.1 We'll supply Energy to the Address from the Start Date until termination if:
(a) we have authorisation under the Electricity Act 1989 (as amended) ("Electricity Act") and/or the Gas Act 1986 (as amended) ("Gas Act");
(b) we agree to accept you as our customer under this Agreement; and
(c) the transfer of your supply(ies) to us are successfully completed.
2.2 If the Address is connected to an independent gas transporter's network we may vary the terms and conditions including the price for the supply of gas.
2.3 You'll allow your Electricity Distributor and/or Gas Transporter, gas shipper or any other person nominated by us, access to the Address, at all reasonable times and at any time in an emergency. This is so they can inspect, install, operate, calibrate, replace, maintain, repair, renew, remove and/or disconnect Equipment for any purpose under this Agreement (including taking readings).
2.4 You're responsible for making sure the Equipment is protected, maintained in good working order and kept in safe condition. You must let us know immediately if the Equipment gets interfered with or damaged.
2.5 The service levels we are obliged to meet and the compensation arrangements which apply if contracted quality service levels are not met are set out in our Guaranteed Standards.

3. Change of Supplier

3.1 Subject to clause 6, if you request the transfer of Energy to us from another supplier then we will complete such transfer within 21 days of [the Relevant Date] unless you:
(a) notify us that you want the transfer to be completed at a later date;
(b) notify us that you do not want the transfer to happen; or

(c) one of the Exceptions applies.

3.2 If we take over the supply of Energy you:

- (a) authorise us to cancel your existing agreement(s) with your present supplier(s) on your behalf;
- (b) allow us to ask for information about your previous supply and disclose this information to relevant parties in order to carry out our responsibilities; and
- (c) will give us Energy meter readings at the Start Date or allow us to obtain one.

4. Price and Payment

- 4.1 The price you pay for Energy is based on the number of Units used and a standing charge where appropriate. You must pay VAT and any other taxes or duties at the applicable rate.
 - 4.2 If you're a dual fuel customer (electricity and gas) and you move your electricity to another supplier but we continue to supply you with gas, we may charge you our gas only price, which could be higher than the dual fuel gas price.
 - 4.3 Meter readings will normally be assumed to be correct. Where we believe the meter readings are inaccurate or they're not available we'll make a reasonable estimate and send you a bill.
 - 4.4 We'll send you regular bills and/or statements which will separately identify the Charges payable. You must pay these in full and part payment won't release you from your obligation to pay any outstanding Charges.
 - 4.5 If any payments are late we may charge you (i) interest at the rate of 4% per annum above the current Bank of England base rate and (ii) our reasonable costs of trying to recover overdue payments.
 - 4.6 If, for any reason, we have been at fault by either significantly underestimating the amount of Energy you use or by not sending your bills, we will accept responsibility for this by not charging you for any additional Energy you used more than a year before we discovered the mistake.
 - 4.7 If you choose to dispute any amount then you must pay the undisputed amount, and once the dispute is settled, pay any amount that is still owed.
 - 4.8 If you pay us without telling us which Charges the payment is for, we'll pay the Charges in the order in which they became due; and credit your account with any balance.
 - 4.9 If you don't provide or you withdraw a direct debit instruction we may bill you quarterly and alter your Charges accordingly.
 - 4.10 If you make an appointment and cannot keep it, you must let us know by midday the day before, or we may charge you for the appointment.
 - 4.11 If you dispute the accuracy of any Energy meter and if it is tested at your request and found to be sufficiently accurate under the Electricity and/or Gas Act(s) you must pay the cost of the test. However if the Energy meter is found to be inaccurate then we may adjust the Charges as appropriate and always in accordance with our Energy supply licence(s) and general legislation.
 - 4.12 If the Address has common Energy services which aren't metered (for example stair lighting) we may estimate the annual amount of Energy used and calculate the Charges accordingly. You'll be required to pay us an appropriate share of those Charges.
 - 4.13 If we suspend, disconnect or reconnect your Energy supply or reposition your meter we may make a reasonable charge.
 - 4.14 If your chosen pricing structure is incompatible with your existing meter, we'll be happy to reprogramme and/or replace your meter for a reasonable charge.
 - 4.15 If you request a visit to the Address to check the Equipment we may make a reasonable charge.
 - 4.16 We may vary the Charges at any time subject to clause 9 (Variations).
 - 4.17 You must inform us of any change in your circumstances which may affect your electricity and/or gas consumption including any structural changes to your property. We reserve the right to recover payment for any additional Energy used where you fail to do so.
 - 4.18 Up to date information on all of our applicable tariffs and charges can be obtained by calling us on 08450717800.
- 5. Security Deposit / Prepayment meter**
5.1 We can request a security deposit from you or replace your meter(s) with a prepayment meter(s) if:
(a) if you don't meet our credit criteria;
(b) if you fail to pay or are late in paying the Charges; or
(c) as a result of your conduct.
If you don't provide a security deposit and it is not safe and/or practical to install a prepayment meter(s) we may disconnect your supply and recover any costs reasonably incurred.
5.2 In addition to any rights we may have under this Agreement, any security deposit held may be used to offset any unpaid monies due to us.

5.3 If you use a prepayment meter, it is your responsibility to look after the key and/or plastic card or other device for payment, keeping it clean, safe and free from damage. We may charge for replacements.

6. Termination

- 6.1 The supply of Energy to the Address will continue on a rolling basis but will be terminated:
(a) on the day requested, so long as you've given us at least 28 days' written notice, provided that:
(i) on the day of termination, either another supplier has started to supply Energy to the Address or the Address has been disconnected; and
(ii) we agree that no monies remain outstanding for longer than 28 days (where we sent you a bill before you gave notice); or
(b) on the date you no longer own or occupy the Address, provided you give us at least 2 working days' prior written notice. Otherwise it will terminate on the first to occur of:
(i) the second working day after you've given us written notice; or
(ii) the date that Energy is supplied to the Address under a contract or a deemed contract with someone else.
- 6.2 If you don't give the necessary notice under clause 6.1 you'll remain liable for all monies due under this Agreement until the date of termination.
- 6.3 We may end this Agreement (in whole or in part) by written notice if:
(a) you're in material breach of this Agreement; or
(b) we've been unable to install a prepayment meter and you haven't paid a security deposit when requested; or
(c) we give you 28 days' notice of our intention to terminate this Agreement; or
(d) we've good reason to believe that information you've given us is false or misleading; or
(e) you're the subject of insolvency or bankruptcy proceedings.
- 6.4 If we end this Agreement pursuant to clause 6.3(a), (b) or (d) inclusive above we'll recover our reasonable charges incurred in discontinuing the supply.
- 6.5 This Agreement shall terminate immediately if OFGEM directs another Energy supplier to supply the Address.
- 6.6 If either we or you fail to fulfil any obligations under this Agreement (other than payment obligations) because of an event or circumstance outside its reasonable control, that failure will not be a breach of this Agreement for the duration of that event or circumstance.
- 6.7 The termination of this Agreement will not affect the rights and obligations of either party existing before such termination.
- 7. Transfer of Information/Charges**
You agree that we may transfer any outstanding charges, credit and information in connection with your Energy supply(s):
(a) from a previous supplier to us;
(b) from us to a subsequent supplier;
(c) for dual fuel customers, between SSE Energy Supply Limited and Southern Electric Gas Limited. We'll be entitled to recover any outstanding Charges and any reasonable costs of doing so.
- 8. Assignment**
8.1 This Agreement is personal to you and you may only transfer it to someone else with our written agreement.
8.2 We may, without your agreement, assign or transfer all or any part of our rights and subcontract any of our obligations under this Agreement to a party who holds the necessary authorisation(s). Your rights under clause 6.1 (a) won't be affected.
8.3 On assignment or transfer, we may hand over your security deposit and any interest to the party mentioned in Clause 8.2.
- 9. Variation**
9.1 We can vary the terms and conditions for the supply of Energy (including price) in this Agreement. If we vary the terms or conditions to your significant disadvantage, we'll publicise the variation in accordance with our Energy supply licence(s).
9.2 We may need to vary the terms and conditions to meet legal and regulatory requirements.
- 10. Enforcement of Rights**
10.1 We can enforce any rights and obligations under this Agreement even if there is a delay in doing so.
10.2 If this Agreement is found to be unenforceable in part by any court of law or other regulatory or competent body, this will not affect any other part of this Agreement.
10.3 If there is a dispute in relation to the terms and conditions and/or supply of Energy please call us on 08450717800. If our adviser can't help, please ask for a manager. If you remain unhappy, write to Head of Customer Service, Inveralmond House, 200 Dunkeld Road, Perth PH1 3AQ or

send an email to headofcustomerservice@sse.com. If you are still unsatisfied, you can contact the Ombudsman Services: Energy on 0845 055 0760 or www.os-energy.org or Consumer Direct can offer impartial advice on 08454 04 05 06 or www.consumerdirect.gov.uk.

11. Limitation of Liability

11.1 We don't limit or exclude liability for death or personal injury caused by our negligent acts or omissions.

11.2 We'll only be liable for loss or damage which is a reasonably foreseeable consequence of our breach of this

Agreement up to a maximum liability of £100,000 in any calendar year. Neither you or we will be liable to the other

for any loss or damage which is indirect, consequential, economic or financial including loss of profit, revenue, goodwill, business, contract or wasted expenses.

12. Notices

Notices required under this Agreement will be in writing and delivered by hand, sent by post or by e-mail. We'll send notices to your billing address or by email. We'll assume you've received the notice 2 working days after we've sent it unless we receive evidence to the contrary. You must send notice(s) for electricity and gas by post to: Sales Processing and Registration, SSE Energy Supply Limited, Grampian House, 200 Dunkeld Road, Perth, PH1 3GH.

13. Use of Personal Information

13.1 Information you provide or we hold may be used by us, our employees and/or our agents, including companies within the SSE group to help:

- identify you when you call;
- detection and prevention of crime, fraud or loss; and
- administration of accounts, services and products.

13.2 By entering into this Agreement you are permitting us and companies within the SSE Group to contact you in writing or by phone with information on our other products and services. The consent level in your latest agreement with us will prevail. You may withdraw this permission at any time by writing to us at PO Box 7506, Perth, PH1 3AQ.

13.3 Information can be shared between us and third parties (including our regulator) who provide, review and/or receive services in relation to this Agreement.

13.4 We may carry out credit and fraud prevention checks with licensed credit reference and fraud prevention agencies

and they'll retain a copy of the search. Information from your application and payment details of your account may be recorded by these agencies and may be shared with other organisations to help make credit and insurance decisions

about you and members of your household and for debt collection and fraud prevention purposes.

13.5 We may monitor or record telephone calls, to help improve our customer service, for security purposes, for administering your account and for debt recovery purposes.

14. Governing Law

14.1 If the Address is in Scotland this Agreement shall be governed by Scots Law. Any disputes arising shall be dealt with by the Scottish Courts.

14.2 If the Address is in England or Wales this Agreement shall be governed by the Laws of England and Wales. Any disputes arising shall be dealt with by the English Courts.

15. Emergencies and Safety - Gas

15.1 If you suspect or are aware of a gas leak you must immediately call the Gas Emergency Number (0800 111 999). You'll find this number printed on all accounts and/or statements.

15.2 We can discontinue or restrict the supply of gas to you in the event of an emergency, a safety issue or as a result of legal or regulatory requirements, and you'll stop using or restrict the use of gas upon our or the relevant Gas Transporter's instruction.

15.3 You must not misuse your supply of gas so it becomes a health and safety risk or is likely to damage people or property.

16. Emergencies and Safety - Electricity

You must tell your Electricity Distributor immediately if you're aware of any matter or incident that either:

- causes danger or requires urgent attention regarding the supply or distribution of electricity; or
- affects or is likely to affect the maintenance of the security, availability and quality of service of the electricity distribution network. Contact details are printed on all statements and bills.

17. Connections and National Terms of Connection

17.1 We are acting on behalf of your Electricity Distributor to make an agreement with you. The agreement is that you and your Electricity Distributor both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that you enter into this contract and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which your Electricity Distributor delivers electricity to, or accepts electricity from, your home or business. If you want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 52 Horseferry Road, London, SW1P: phone 0207 706 5137, or see the website at www.connectionterms.co.uk.

17.2 If you require an electricity and/or gas supply connection to your Address you will need to contact your Electricity Distributor or Gas Transporter (or both) for your area.

18. SPECIAL TERMS AND CONDITIONS

18.1 Paperless billing is mandatory for certain tariffs including the following: oplan and iplan. Other tariffs may require paperless billing which will be stated in the specific product rules.

18.2 (A) TERMS AND CONDITIONS for energypius Argos/Avios Energy (if applicable)

'For the purposes of this clause 'Awards' means Avios, Argos Points or similar third party customer loyalty or bonus schemes. Depending on your pricing plan you may be entitled to Awards by taking domestic supply of Energy (not available in the Channel Islands, Northern Ireland, and for some meter types) under this Agreement. You cannot transfer your Awards to anyone else, Awards cannot be redeemed until they've been recorded on your personal Awards account maintained by the Awards Partners. We and/or the Awards Partner will be entitled to withdraw your entitlement to earn Awards at any time. You agree that we can pass information to the Awards Partners relating to the supply of Energy from us to you to allow the Awards Partner to make Awards to you and to other companies who participate in the Awards scheme.

The Awards Partners.

- Avios: The Avios Scheme is operated by The Mileage Company Limited. Avios terms and conditions are available at www.avios.com
- Argos Points: The energypius Argos Points Scheme is operated by Argos Business Solutions Limited. Terms and conditions are available at www.energypiusargos.co.uk

(B) TERMS AND CONDITIONS for Moneysavers (the "Scheme") (if applicable)

18.3 These terms and conditions are additional to and take precedence over the standard terms and conditions of supply and shall apply only for as long as you're on Standard Energy (inc. Moneysavers). Your eligibility for the Scheme will continue until the earlier of a) you informing us that you wish to be supplied on a pricing plan that is incompatible with the Scheme; or b) you cease to take your supply(ies) from us for whatever reason. We may terminate the Scheme at anytime on notice to you. Termination of the Scheme will not affect the validity of any vouchers you've purchased at the date of Termination. We accept no liability for a) the failure of any third party to comply with any offer made under the Scheme or b) any loss you suffer as a result (whether direct or indirect) of you redeeming any vouchers or accepting any offers made by third parties under the Scheme. Your acceptance of any such offers is at your own risk and subject to the third parties' terms and conditions. To the extent that there is any inconsistency or conflict between the terms and conditions above and this clause 18, the conditions contained in this clause 18 shall prevail.

(C) Product rules for betterplan / betterplan plus (if applicable)

betterplan and betterplan plus are available on a dual-fuel or all-electric basis i.e. no mains gas (General domestic, Economy 7, E10, THTC, Superdeal) and not Atlantic. Payment is quarterly or by direct debit. You agree to receive regular betterplan / betterplan plus information on energy efficiency, environmental updates and information and offers on other products and services from us and our group companies. No minimum term or exit penalty applies. betterplan / betterplan plus are not available in conjunction with other domestic energy products. Product rules apply which are available on request or on our website. SSE Energy Supply Limited, trading as Southern Electric, Scottish Hydro, SWALEC and SSE reserves the right to change betterplan / betterplan plus offers and product rules at any time.

19. To the extent that there is any inconsistency or conflict between the terms and conditions above and clause 18 or

any product specific supplementary terms and conditions (where applicable), the conditions contained in clause 18 or the supplementary terms and conditions (as applicable) shall prevail.

(D) TERMS AND CONDITIONS for iplan (if applicable)

1. These terms and conditions are in addition to the General Terms and Conditions for the supply of energy. In the event of a conflict between these terms and the General Terms and conditions for Domestic Customers, these terms shall prevail.

2. An online iplan account and paperless billing are required.

3. By selecting iplan, you acknowledge that we may monitor your energy use (including time of day usage) via your online iplan account and you agree to receive regular iplan information on energy efficiency, environmental updates and offers on energy and energy services from us and our group companies which may be based on the information collected from your online iplan account.

4. In order to monitor your energy use you will require an online iplan account which you should set up at your earliest convenience.

5. You will be responsible for providing us with an up-to-date email address and notify us if you change it.

6. You will receive a Smart Energy Kit ("SEK") no later than 4 weeks after the allocation of your Supply Start Date. You must take reasonable care of the SEK. You are responsible for the installation of the SEK in accordance with the User Guide enclosed with your SEK. If you are unable to install the SEK due to your meter type (or any other reason), you can contact us and we can switch you to an alternative tariff. If you decide to change your energy supply you will be entitled to keep the SEK, but you will not have access to the online iplan account features.

8. Your bills will be based on actual meter readings, not SEK results.

9. You acknowledge that you will follow the iplan Starter Guide and the SEK User Guide including, but not limited to, for installation of the SEK.

10. iplan is available to Scottish Hydro, Southern Electric, SWALEC and SSE Dual Fuel and Electricity only (General Domestic Standing Charge) customers. This product is not available for some tariff/meter types. This product is available for domestic supplies only, with availability in the UK only excluding Channel Islands and Northern Ireland.

11. This offer is available in conjunction with Standard Energy, Fixed Discount tariffs and Fixed Price tariffs. We reserve the right to refuse the offer at any time.