

# General terms and conditions for the supply of broadband service

Terms and Conditions for the provision of broadband services to residential premises by SSE Energy Supply Limited (trading as "Southern Electric", "Scottish Hydro", "SWALEC", "SSE" or "Atlantic").

## 1. Definitions and Interpretation

**"Acceptable Use Policy"**: our policy as published on our Website as updated from time to time;

**"Address"**: the address you want the Service to be supplied to at the Start Date;

**"Agreement"**: the application you've either signed; agreed on the telephone; or completed online, these terms and conditions, any lists of current charges and our agreement to your offer;

**"Broadband Product"**: means the specific product you choose, full details of which (including contract period and equipment) can be found on the application you signed, in your welcome letter or in product information on the Website;

**"Charges"**: the charges for the Service as stated on your application form and set out in the list of current charges (as updated from time to time);

**"Contract Period"**: means the minimum period of time for which you agreed to take the Service, commencing on the Start Date (this depends on your Broadband Product);

**"Equipment"**: means the equipment provided to the Address for your use of the Service (this depends on your Broadband Product);

**"our"**: belonging to SSE Energy Supply Limited;

**"Party"**: either you or us;

**"Service"**: the provision of internet services and help desk services to residential premises in the UK which may vary according to your Broadband Product;

**"Start Date"**: a date of which you will be notified or as soon as practicable thereafter;

**"we" and "us"**: SSE Energy Supply Limited and/or our permitted assignees;

**"Website"**: [www.southern-electric.co.uk](http://www.southern-electric.co.uk), [www.hydro.co.uk](http://www.hydro.co.uk), [www.swalec.co.uk](http://www.swalec.co.uk), [www.sse.co.uk](http://www.sse.co.uk) or [www.atlanticeg.co.uk](http://www.atlanticeg.co.uk) (as appropriate); and

**"you"**: you, the customer, with whom we have entered into this Agreement. For the purposes of these terms and conditions, "you" includes other users at the Address in all circumstances other than in clauses 8.2B and 15.1 where reference to "you" is to the customer only.

## 2. Supply of Service

- 2.1. Our obligations to provide and to continue to provide the Service to you at the Address are conditional upon:
  - 2.1.1. you renting and continuing to rent throughout the duration of this Agreement an access line which is a British Telecommunications plc (Openreach) provided exchange line in the UK;
  - 2.1.2. us confirming that the Service is available at the Address and that we accept your application;
  - 2.1.3. you providing (for the duration of this Agreement) suitable hardware, software and telecommunications equipment necessary to access and use the Service;
  - 2.1.4. the Equipment being connected in accordance with the instructions supplied;
  - 2.1.5. you having completed a direct debit mandate and application form;
  - 2.1.6. you being at least 18 years old; and
  - 2.1.7. you at all times complying with the terms of this Agreement.
- 2.2. We shall supply the Service to the Address with effect from the Start Date unless and until suspended by us in accordance with this Agreement or terminated by either you or us in accordance with this Agreement. The Start Date is an estimate only and we will not be liable to you for any delay in availability of the Service.
- 2.3. In supplying the Service we will use our reasonable skill and care but from time to time faults may occur. In the event of a fault please call customer services (whose number can be found on our Website or your bill).
- 2.4. We shall not be responsible if you are unable to use the Service if your equipment is malfunctioning or incompatible with the Service. It is your responsibility to ensure your equipment is maintained in working order. Due to the nature of the internet, we do not guarantee the speed of data access you will experience.
- 2.5. If you are unable to use the Service for any reason (except where it is wholly attributable to our negligence or wilful default or omission) you shall remain liable to pay the Charges.

## 2. Equipment and Access

- 2.1. Nothing in this Agreement shall transfer ownership of the Equipment, any number or IP address to you.
- 2.2. You shall only use the Equipment at the Address.
- 2.3. You shall be responsible for ensuring that the Equipment is at all times kept safely and properly used at the Address. You undertake:
  - 2.3.1. to comply with the manufacturer's instructions and/or any other instructions which we have supplied and/or notified to you;
  - 2.3.2. not to dispose of or deal with any of the Equipment in any way by, for example, trying to sell it or hire it to anyone else, or by putting it up as security for a loan, mortgage or charge, or allow any of the Equipment to be seized under any legal process.
  - 2.3.3. not to remove, tamper with or obliterate any words or labels on the Equipment; and
  - 2.3.4. to be responsible for any loss or damage to the Equipment, regardless of how it happens.
- 2.4. You shall notify us immediately if any part of the Equipment is lost, damaged (otherwise than by fair wear or tear) or destroyed.
- 2.5. The limit of our broadband network is the ADSL modem and you shall use only the modem to access the Service.
- 2.6. For safety reasons the Equipment must not be immersed in water nor used in such a way where the Equipment is likely to come into direct contact with water, steam or other liquids.
- 2.7. You hereby give us (our employees, agents, contractors or any person authorised by us) upon request safe and proper access to the Address to execute any works at your Address in connection with the operation of the Service and the Equipment and to enter, inspect and remove any of the Equipment.

## 2. Customer's obligations

- 2.1. You shall not transfer or sell any dialled number or IP address allocated to you by us.
- 2.2. You shall only use the Equipment in compliance with our Acceptable Use Policy and shall at all times comply with the law.
- 2.3. You shall accept and comply with all licence terms required from time to time by any third party provider of any software or other materials.
- 2.4. You shall ensure at all times when you use the Service that:
  - 2.4.1. no virus is introduced into the Equipment and/or connected systems and no steps are taken so as to facilitate such an introduction by any other party (we strongly advise you to install firewall and anti-virus software on your computer);
  - 2.4.2. you maintain confidentiality of your login names, passwords and other confidential information relating to your access to the Service;
  - 2.4.3. you do not do or permit anything to be done which may damage the name and reputation of SSE Energy Supply Limited or any company which is a member of the SSE group of companies.
- 2.5. You will be responsible for continuing to pay your telephone provider for the rental charge and telephony charges due for the telephone line.
- 2.6. You are responsible for obtaining any consents (for example from your landlord) necessary for installing a broadband connection at the address and, if you have a burglar alarm (or anything else that may be affected by the installation of broadband), for confirming with the provider that the installation of broadband will not affect your system.

## 3. Price and Payment

- 3.1. You'll pay the Charges monthly by direct debit commencing the first full month following the Start Date. The payment for any part-month prior to the first full month during which you use the Service will be pro-rated and included in your first direct debit payment. We'll send to you details of your direct debit instructions as agreed when you signed up for the Service.
- 3.2. 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.
- 3.3. 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) reasonable costs of trying to recover overdue payments.
- 3.4. If you withdraw or amend your direct debit instruction we may either (i) alter the Charges accordingly which you shall be liable to pay or (ii) suspend the Service.

- 3.5. If you request a visit to the Address to check the Equipment we may make a reasonable charge.
- 3.6. If you request a visit to the Address to check the Equipment and cannot keep your appointment, you must let us know by midday the working day before, or we may charge you for the appointment.
- 3.7. If, during a visit to the Address to check the Equipment, it is found that the fault is not with the Equipment, we may charge you for the appointment.
- 3.8. If we suspend, disconnect or reconnect (except in terms of 5.2.2, 5.2.3 or 5.2.4) the Service we may make a reasonable charge.
- 3.9. We may vary the Charges and any other charges referred to in this Agreement at any time, subject to clause 3.

## 4. Cancellation charges

- 4.1. This Agreement is for a minimum term (the Contract Period) and if you cancel or terminate prior to the expiry of the minimum term (unless otherwise stated in this Agreement), cancellation charges shall apply.
- 4.2. If you cancel within seven working days (working days being any day except Saturdays, Sundays and public holidays) after the day on which you enter into this Agreement you will not have to pay any cancellation charges.
- 4.3. Further information on cancellation charges payable can be found on our Website.
- 4.4. We reserve the right to end this Agreement at any time prior to the start date for any reason and you will be notified by email/telephone/letter if we do so.

## 5. Suspension and Restriction of the Service

- 5.1. We reserve the right to restrict access to the Service and to impose data traffic restrictions at our discretion, in order to implement new facilities, allow data retrieval and maintain reasonable distribution of available capacity.
- 5.2. We may suspend the Service immediately if:
  - 5.2.1. we're entitled to terminate this Agreement (see clause 6 below); or
  - 5.2.2. we need to carry out any maintenance, repairs or improvements related to the provision of the Service; or
  - 5.2.3. for reasons of health, safety or the quality of the Service; or
  - 5.2.4. we're under a legal obligation to do so; or
  - 5.2.5. you breach or allow someone to breach our Acceptable Use Policy; or
  - 5.2.6. in our reasonable opinion it is necessary or desirable to do so; or
  - 5.2.7. you do anything which jeopardises the Service or any network to which you are from time to time connected. We will, whenever practicable, give you as much notice as possible of any proposed suspension.
- 5.3. If the Service is suspended as a result of a breach of this Agreement by you:
  - 5.3.1. before we restore the Service we may request some form of security in a form that we deem acceptable as assurance that you will not perform any further breach of this Agreement;
  - 5.3.2. we may make a charge to reflect our costs incurred in connection with suspending and/or restoring the Service. Unless otherwise agreed by us, the charge must be paid before the Service will be restored; and
  - 5.3.3. restoration of the Service is at our absolute discretion.

## 6. Termination

- 6.1. This Agreement and the obligation on us to provide the Service to the Address shall be from the Start Date onwards. Thereafter this Agreement can be terminated in accordance with clause 6.
- 6.2. Either Party may terminate this Agreement:-
  - 6.2.1. by giving the other Party at any time 28 days written notice of termination PROVIDED that if you terminate this Agreement before the expiry of your Contract Period you must pay cancellation charges (unless clause 6.2.3 or 6.2.5 applies); or

- 6.2.2. immediately by written notice if the other Party is in material breach of this Agreement (including failure to pay the Charges or any term which might affect our ability to provide the Service to you or any other customer) and such breach is incapable of remedy, or, if capable of remedy, has not been remedied within 28 days of a written request by the terminating party to do so; or
- 6.2.3. immediately by written notice if the other Party is subject to insolvency or bankruptcy proceedings; or
- 6.2.4. immediately if there is a change in law or regulation or a competent authority (for example any court or the Office of Communications) requires the Service to be ceased or altered in any way; or
- 6.2.5. upon written notice if we're unable to provide the Service for more than 28 days for whatever reason.

6.2A If you provide notice of termination under clause 6.2.1 and are transferring to another broadband supplier and you are continuing to use an access line which is a British Telecommunications plc (Openreach) provided exchange line at the same address, your contract will terminate immediately upon completion of the transfer. (See broadband migration process as published on our website.)

6.2B If you entered into this Agreement on or after 1 October 2010 and you terminate this Agreement during the Contract Period because you no longer reside at the Address, you must pay cancellation and/or cease and/or disconnection charges unless a new contract for provision of the Service to another address is entered into by you. This clause 8.2B shall only apply if the conditions set out in clause 2.1 are satisfied at the proposed new address and a connection charge at the prevailing rate is paid by you in respect of the new contract.

- 6.3. In addition to the provisions of clause 6.2 we may terminate this Agreement with immediate effect and recover any reasonable charges and/or debt recovery costs incurred, if:
  - 6.3.1. we have at any time required you to pay us a security deposit in accordance with this agreement and we have not received it; or
  - 6.3.2. you fail any credit or fraud prevention check or we have good reason to suspect fraud or money laundering; or
  - 6.3.3. we have good reason for believing that any information you have given us is false or deliberately misleading.
- 6.4. You shall at all times remain liable for all Charges arising under this Agreement until the effective date of termination or the date that we have ceased to supply the Service, whichever is the later.
- 6.5. In the event that you are in breach of this Agreement and we terminate, cancellation charges (as described in clause 6) may apply.
- 6.6. The expiry or termination of this Agreement shall not affect the accrued rights of either Party prior to such expiry or termination.

## 2. Limitation of Liability

- 2.1. The use of the internet is at your own risk and subject to all applicable laws. We have no responsibility for any information, software, services or other materials you may obtain using the internet, including loss or damage caused by the introduction, presence or activity in your computer or the internet of any computer virus or hacker. (In addition we reserve the right to block access to any information at our sole discretion.)
- 2.2. We accept no responsibility for any damage or loss, howsoever caused, suffered by you or others as a result of the accuracy or otherwise of information provided by you. You are responsible for making and keeping a copy of your scripts, files, or data as a backup.
- 2.3. If you enter into or seek to enter into transactions with third parties in relation to the sale, rental or provision of goods and services via the Service, we will not be a party to such transactions and will not be liable whether in contract, delict/tort (including liability for negligence), or otherwise for any loss, cost of damage incurred by you arising out of or in relation to the transaction or attempt to enter into a transaction (including but not limited to failure to transmit or distortion of any messages sent via the Service).

- 2.4. We don't limit or exclude liability for death or personal injury caused by our negligent acts or omissions.
- 2.5. 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 nor us will be liable to the other for any loss or damage which is indirect, consequential, economic or financial including but not restricted to loss of profit, revenue, goodwill, business, contract or wasted expenses.

## 3. Legislation and statutory obligations

No provision of this Agreement is intended to confer any right or impose any obligation which is incompatible with our statutory or regulatory rights and obligations. This Agreement shall be construed accordingly.

## 2. Emergencies and Safety

- 2.1. In the event that you suspect or are aware of any matter or incident that either causes danger or requires urgent attention in relation to the Service or affects or is likely to affect the maintenance of the security, availability and quality of the Service then you must immediately notify us by contacting customer services.
- 2.2. You shall refrain from using the Service upon our instruction.
- 2.3. You undertake not to use or improperly deal with the Service or (if applicable) any Equipment so as to create a risk to health and safety or damage to property in respect of yourself or any other person.

## 3. Monitoring use of Service

We, or those authorised by us, may monitor your use of the Service in order to identify any breach of the Acceptable Use Policy.

## 2. Use of Personal Information

- 2.1. 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:
  - 2.1.1. identify you when you call;
  - 2.1.2. detection and prevention of crime, fraud or loss;
  - 2.1.3. administration of accounts, services and products; and
  - 2.1.4. contact you in writing, by phone or email with information about other services and products offered by us and/or our carefully selected partners unless you've told us otherwise. 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.
- 2.2. Information can be shared between us and third parties who provide and/or receive services in relation to this Agreement in order to fulfil our obligations.
- 2.3. 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.
- 2.4. We may monitor or record telephone calls between you and us to help improve our customer service, for security purposes, for administering your account and debt recovery purposes.

## 3. Data Protection

Both parties warrant that they will observe all their obligations under the Data Protection Act 1998 which arise in connection with the Service.

## 2. Assignment

- 2.1. This Agreement is personal to you and may only transfer it to someone else with our written agreement.
- 2.2. We may assign or novate all or any part of our rights and/or our obligations under this Agreement and subcontract any of our obligations under this Agreement without your consent provided that the transferee shall be able to comply with the relevant rights and/or obligations so transferred.
- 2.3. On assignment or transfer, we may hand any security deposit and any interest to the party who shall assume the rights and liabilities of this Agreement.

## 3. Variation

- 3.1. We can vary the terms and conditions for the supply of the Service (including but not restricted to Charges or changing numbers allocated to your Service) without giving you prior notice unless the variation is to your material disadvantage in which case we'll notify you at least thirty-one days before the change is implemented. If, within twenty-eight days of our publicising notice of a variation to your material disadvantage you notify us that you no longer wish the Service to be provided in accordance with clause 8.2.1, then such variation shall not be effective in respect of this Agreement and the Agreement will terminate accordingly with no cancellation charges being payable.
- 3.2. We may need to vary the terms and conditions to meet legal and regulatory requirements.
- 3.3. We may need to vary the Charges from time to time if there is a change to the applicable rate of value added tax (VAT) on the Service or the imposition by the government or any applicable regulatory body of additional or alternative taxes or charges by statute, regulatory authority regulations or guidelines or otherwise. If the Charges are varied by virtue of this clause 16.3, the VAT or alternative tax element will be clearly shown on your bill.
- 3.4. We may let you know about the changes made pursuant to clauses 3.2 or 3.3. but may not be able to give thirty-one days' notice.

## 4. Disputes

If any dispute arises about the provision of the Service we will try to work through it with you. However if we cannot resolve the dispute details of our complaint handling process, including the availability of our independent dispute resolution service, are set out in our customer complaints code. This is available on our Website or by contacting customer services, who can send out a copy of the code, if requested.

## 5. Enforcement of Rights

- 5.1. We can enforce any rights and obligations under this Agreement even if there is a delay in doing so.
- 5.2. If this Agreement is found to be unenforceable in whole or in part by any court of law or other regulatory or competent body, this will not affect any other part of this Agreement.

## 6. Notices

Notices required under this Agreement will be in writing and delivered by hand, sent by post or by email. We'll send notices to your billing address. 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) by post to:

Customer services,  
[Southern Electric/Scottish Hydro/SWALEC/SSE/Atlantic,]  
PO Box 360,  
Portsmouth,  
Hampshire PO6 2YJ.

## 7. Third Party Rights

- 7.1. This clause 20 is only applicable if the Address is in England or Wales.
- 7.2. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

## 8. Governing law

- 8.1. 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.
- 8.2. 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.