

General terms and conditions for the supply of electricity and/or gas and/or fixed line telephone service

For the supply of electricity and/or gas and/or fixed line telephone service by SSE Energy Supply Limited (in relation to electricity and telephone) and Southern Electric Gas Limited (in relation to gas) (trading as "Scottish Hydro", "Southern Electric", "Atlantic" 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 and/or Telecoms supplied to;

"Agreement": the application you've either signed or agreed on the telephone; these terms and conditions; any list of current charges; and any product specific supplementary terms and conditions or product specific rules;

"Charges": charges for the supply of Energy and/or Telecoms 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;

"Gas Transporter": the licensed operator of the transportation network through which gas is transported to you;

"Network Operator": means the operator(s) of the telecommunications system that is used to provide Telecoms;

"OFCOM" means the Office of Communications (or any other competent successor body or authority);

"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 and/or Telecoms will start or as soon as possible thereafter;

"Telecoms": the service where calls (including voice, and/or fax and/or text) from your premises are routed to and/or from your local exchange over the telecommunications system(s) and the provision of a fixed line both run by our Network Operator;

"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 Telecoms 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. (Includes 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 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.

3. Telecoms

3.1 We'll supply Telecoms from the Start Date until termination if:

(a) a BT access line is in place at the Address; and

(b) we agree to accept you as a customer for Telecoms.

3.2 We shall exercise the reasonable skill and care of a competent telecommunications service provider and shall use reasonable endeavours to provide uninterrupted Telecoms.

3.3 Whilst we provide Telecoms to you, you authorise us to act on your behalf and appoint us as your agent in all dealings with any Network Operator or service provider (as applicable) in connection with such Telecoms.

4. Change of Supplier

4.1 If we take over the supply of Energy and/or Telecoms you:

(a) authorise us to cancel your existing agreement(s) with your present supplier 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) (in the case of Energy supply) will give us Energy meter readings at the Start Date or allow us to obtain one.

4.2 You may have existing contracts for telecommunications services (i.e. line rental, or calls) with other service providers which have minimum notice periods in them. You're responsible for checking any such contracts and for paying any ongoing or termination charges you may have to pay your other service providers. These will be in addition to our charges.

5. Price and Payment

5.1 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.

5.2 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.

5.3 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.

5.4 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.

5.5 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) reasonable costs of trying to recover overdue payments.

5.6 If we've been at fault by either significantly underestimating the amount of Energy you use or by not sending you bills we will only charge you for Energy you've used in the twelve months immediately before we discovered the mistake.

5.7 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.

5.8 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.

5.9 If you don't provide or you withdraw a direct debit instruction we may bill you quarterly and alter your Charges accordingly.

5.10 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.

5.11 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.

5.12 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.

5.13 If we suspend, disconnect or reconnect your Energy supply, reposition your meter or suspend or reconnect the Telecoms (except under clause 23 (emergency)) we may make a reasonable charge.

5.14 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.

5.15 If you request a visit to the Address to check the Equipment we may make a reasonable charge.

5.16 We may vary the above charges at any time subject to clause 14 (variations).

6. Security Deposit / Prepayment meter for Energy

6.1 We can request a security deposit from you or replace your meter(s) with a prepayment meter(s) if:

(a) you don't meet our credit criteria;

(b) 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.

6.2 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.

6.3 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.

7. Security Deposit/ Credit Limit for Telecoms

7.1 We may apply a credit limit to your account(s) for each billing period. If you exceed this limit we may ask for immediate payment and/or suspend Telecoms. You'll still be liable for all Charges.

7.2 We may request a security deposit from you if

(a) you don't meet our credit criteria; (b) due to your conduct; or (c) you fail to pay Charges due.

If you don't provide the security deposit requested we may suspend Telecoms and recover any costs reasonably incurred.

7.3 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.

7.4 Any security deposit held (together with any applicable interest) may be refunded at our reasonable discretion.

8. Telecoms Faults

8.1 Unfortunately we're unable to guarantee that the Telecoms will be without faults or interruptions, timely or secure and therefore we have no liability if they occur.

8.2 If you experience a problem or suspect a fault, you should contact the relevant customer services department (contact numbers are printed on your bill).

9. Use of Telecoms

9.1 You will not use Telecoms:

(a) for any improper, immoral or unlawful purpose; or

(b) to send a communication which is, or is intended to be, a hoax call to the Emergency Services or which is defamatory, offensive, abusive, obscene or menacing; or

(c) to violate or infringe any rights of, or to cause inconvenience or anxiety to, any other person; or

(d) in any such way which may damage or affect the operation or quality of Telecoms or any telecommunications system (whether belonging to our Network Operator or otherwise); or

(e) fraudulently or illegally.

9.2 You're responsible for use of Telecoms by any other users.

9.3 You agree that you will not wilfully, recklessly or negligently, damage or attempt to repair or interfere with your telephone line or other equipment that is required to enable you to receive Telecoms from us.

9.4 You agree that you will not use or improperly deal with Telecoms 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.

9.5 If you breach any term of this Clause 9, you'll be liable for all liabilities, claims, damages, losses and costs we suffer as a result of your breach. This is regardless of the terms of Clause 16.

10. Telecoms Suspension

10.1 We can suspend Telecoms:

(a) if you're in breach of any term of this Agreement; or

(b) if we're entitled to terminate this Agreement; or

(c) if we or our Network Operator are required to do so by any regulatory or legal requirement, the Government, OFCOM, any emergency service or any other competent body or authority; or

(d) for operational reasons, such as maintenance or an emergency; or

(e) if the use of Telecoms is unusual (for example, the number and/or type of calls has changed significantly); or

(f) if we're requested to do so by you and we, at our discretion, agree to such request; or

(g) if we or our Network Operator are subject to an event beyond our reasonable control; or

(h) under any other provisions contained within this Agreement entitling us to do so.

10.2 If we suspend Telecoms you can still make calls to the emergency services.

11. Termination

11.1 The supply of Energy to the Address 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) if 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.

11.2 The supply of Telecoms to the Address will be terminated:

a) on the date you transfer to another Telecoms provider, provided you continue to use a British Telecommunications plc (Openreach) provided exchange line; or b) on the date ten working days after you've given us notice (by letter, fax, email or telephone); or

c) on the date you no longer own or occupy the Address, provided you give us at least 10 working days' prior notice (by letter, fax, email or telephone). Otherwise it will terminate on the first to occur of:

(i) on the 10th working day after you've given us notice (by letter, fax, email or telephone); or

(ii) on the date that fixed line telephone services are supplied to the Address by another Telecoms provider.

11.3 If you don't give the necessary notice under clause 11.1 and/or 11.2 You'll remain liable for all monies due under this Agreement until the date of termination.

(a) We may end this Agreement (in whole or in part) by written notice if:

- (i) you're in material breach of this Agreement; or
- (ii) we've been unable to install a prepayment meter and you haven't paid a security deposit when requested; or
- (iii) we give you 28 days' notice of our intention to terminate this Agreement; or
- (iv) in respect of Telecoms, you fail a credit or fraud prevention check or we've good reason to suspect fraud or money laundering; or
- (v) we've good reason to believe that information you've given us is false or misleading; or
- (vi) you're the subject of insolvency or bankruptcy proceedings; or
- (vii) we're unable to provide Telecoms for more than 28 days for whatever reason; or
- (viii) you've not used Telecoms for a period of twelve months; or
- (ix) our agreement with our Network Operator is terminated.

(b) If we end this Agreement pursuant to clause 11.3(a) (i), (iii), (iv), (v), (vi) or (viii) inclusive above we'll recover our reasonable charges incurred in discontinuing the supply and/or Telecoms.

11.4 This Agreement may terminate (in whole or in part) with immediate effect if we or our Network Operator are directed by OFCOM to cease the provision of Telecoms (or any part of Telecoms).

11.5 This Agreement shall terminate immediately if OFGEM directs another Energy supplier to supply the Address.

11.6 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. In relation to Telecoms this includes events or circumstances outside the reasonable control of our Network Operator or any third party providing a service to us or our Network Operator.

11.7 The termination of this Agreement will not affect the rights and obligations of either party existing before such termination.

12. Transfer of Information/Charges

You agree that we may transfer any outstanding charges, credit and information in connection with your Energy supply(s) and/or Telecoms:

- (a) from a previous supplier to us;
- (b) by 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 the outstanding charges and any reasonable costs of doing so.

13. Assignment

13.1 This Agreement is personal to you and you may only transfer it to someone else with our written agreement.

13.2 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 11.1 (a) won't be affected.

13.3 On assignment or transfer, we may hand over your security deposit and any interest to the party mentioned in Clause 13.2.

14. Variation

14.1 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).

14.2 We can vary the terms and conditions for the supply of Telecoms (including price) in this Agreement. If we vary the terms or conditions for Telecoms to your significant disadvantage, we'll publicise notice of the variation prior to it taking effect. If, within 28 days of our publicising notice of the variation, you notify us that you no longer wish Telecoms to be provided in accordance with Clause 11.2(a), then such variation shall not be effective in respect of this Agreement.

15. Enforcement of Rights

15.1 We can enforce any rights and obligations under this Agreement even if there is a delay in doing so.

15.2 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.

16. Limitation of Liability

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

16.2 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.

16.3 Although your security alarm signals can be carried across the telecommunications system, for the avoidance of doubt, we are not responsible for lack of service or failure to deliver an alarm signal due to:

- (a) your use of Telecoms;
- (b) the telephone line being unavailable;
- (c) suspension of your account under Clause 10;
- (d) failure arising from any misuse of the phone line or telephone equipment; or
- (e) for reasons outside our control (including without limitation disruption due to technical failure or testing and/or maintenance being carried out by our Network Operator).

17. Notices

17.1 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. 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, gas and telecoms by post to: Sales Processing and Registration, SSE Energy Supply Limited, Grampian House, 200 Dunkeld Road, Perth, PH1 3GH.

18. Further information for Telecoms

18.1 Full copies of our codes of practice for Telecoms are available online or by calling customer services.

18.2 Latest Charges for Telecoms are detailed on charges lists available online or by calling customer services.

18.3 If any dispute arises about the provision of Telecoms, we will try to work through it with you. However if we cannot resolve a dispute, details of our dispute resolution service are set out in our codes of practice.

19. Use of Personal Information

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

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

19.2 If you applied online, by entering into this Agreement you are permitting us and companies within the Scottish and Southern Energy Group to contact you in writing or by phone with information on our other products and services. You may withdraw this permission at any time by writing to us at PO Box 7506, Perth, PH1 3AQ. If you applied by any other means, we may contact you as stated above, unless you've told us otherwise.

19.3 Information can be shared between us and third parties (including our Network Operator) who provide and/or receive services in relation to this Agreement in order to fulfil our obligations.

19.4 We may use information about your use of Telecoms in order to advise you of services and products and/or discounts which may be available.

19.5 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.

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

20. Governing Law

20.1 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.

20.2 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.

21. Emergencies and Safety - Gas

21.1 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.

21.2 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 requirement, and you'll stop using or restrict the use of gas upon our or the relevant Gas Transporter's instruction.

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

22. Emergencies and Safety - Electricity

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

- (a) causes danger or requires urgent attention regarding the supply or distribution of electricity; or
- (b) 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.

23. Emergencies and Safety in relation to Telecoms

23.1 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 Telecoms or affects or is likely to affect the maintenance of the security, availability and quality of Telecoms then you must immediately notify us by contacting us at the telephone number detailed on your latest account and/or statement.

24. National Terms of Connection

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, 18 Stanhope Place, London, W2 2HH; phone 0207 706 5137, or see the website at www.connectionterms.co.uk.

25. SPECIAL TERMS AND CONDITIONS

(A) TERMS AND CONDITIONS for energyplus AirMiles / Argos (if applicable)

'For the purposes of this clause 'Awards' means AirMiles, 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.

1. AirMiles: The AirMiles Scheme is operated by AIRMILES Travel Promotions Ltd. AIRMILES terms and conditions are available at www.airmiles.co.uk

2. Argos Points: The Argos Points Scheme is operated by Argos Business Solutions. Terms and conditions are available at www.energyplusargos.co.uk

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

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 25, the conditions contained in this clause 25 shall prevail.

(C) Product rules for Better Plan (if applicable)

Better Plan is available on a dual-fuel or all-electric basis i.e. no mains gas (General domestic, Economy 7, E10, THTC, Superdeal). Payment is quarterly or by direct debit. You agree to receive regular better plan 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. Better plan is not available in conjunction with other domestic energy products. Product rules apply which are available on request or on our website. Scottish and Southern Energy, trading as Southern Electric, Scottish Hydro and SWALEC (SSE) reserves the right to change better plan offers and product rules at any time.

26. To the extent that there is any inconsistency or conflict between the terms and conditions above and clause 25 or any product specific supplementary terms and conditions (where applicable), the conditions contained in clause 25 or the supplementary terms and conditions (as applicable) shall prevail.