

# Standard Terms and Conditions for the Supply of Electricity to Metered Premises

## SSEESL/TC6

Standard terms and conditions for supply of electricity to metered premises by SSE Energy Supply Limited trading as either Southern Electric, Scottish Hydro Electric, SWALEC or Atlantic Electric and Gas as specified on the Contract.

### 1. Conditions Precedent

- The Parties' obligations are conditional upon:
- 1.1 You having properly given notice of termination to Your previous Supplier;
  - 1.2 You having returned to Us a duly completed direct debit mandate form (if applicable);
  - 1.3 You providing Us with a security deposit, bond or guarantee, if requested;
  - 1.4 Us being an electricity supplier licensed under sections 6 and 7 of the Act;
  - 1.5 Us having entered into use of system agreements for each Supply Point;
  - 1.6 For each Supply Point each appropriate Agency Service having a confirmed Registration; and
  - 1.7 Us having a confirmed Registration as Supplier for each Supply Point.
- In the event that electricity is supplied prior to satisfaction of each condition precedent for all Supply Points We shall be entitled to charge for electricity consumed at the standby unit price and upon terms prevailing at the time for a deemed customer.

### 2. Continuing Obligations

- 2.1 The Parties shall ensure throughout the term of this Agreement that clauses 1.2 to 1.7 (inclusive) shall be maintained and continue to have full effect.

### 3. Supply and Term

- 3.1 We shall supply electricity to each Supply Point up to the relevant Available/Authorised Capacity from the Commencement Date until the First Termination Date and shall continue thereafter on a yearly basis unless and until terminated by either Party in accordance with this Agreement.
- 3.2 In the event that You exceed the Available/Authorised Capacity at any Supply Point then You shall pay to Us any costs (including but not limited to additional use of system charges), losses or expenses incurred by Us for the provision of and as a result of the provision of the excess.
- 3.3 The characteristics of the supply will be in accordance with the connection agreement and this Agreement.
- 3.4 In respect of any Supply Point where We are taking over the supply of electricity from another Supplier We may ask You to provide Us with meter readings obtained on the Commencement Date as confirmed by Us to You, or You must allow Us safe access for the purpose of obtaining such meter readings for which We may make a charge in respect of Our reasonable costs.

### 4. Price and Payment

- 4.1 As soon as practicable after the end of each Billing Period We shall deliver to You an account or invoice showing the amount payable under this Agreement, which shall be paid by You by direct bank transfer to such account as We may from time to time in writing notify to You.
- 4.2 (A) You shall pay each account or invoice within 14 days of posting, provided that if any amount remains unpaid after 14 days We shall (in addition to any other remedies We may have) be entitled to charge interest on a daily basis at the rate of 4% per annum above the base rate of the Bank of England from time to time; and if any amount remains unpaid after 30 days of posting We may also invoke clause 7.3 and/or clause 7.7.
- (B) Payments received from You shall be applied to accounts and interest charges in the order in which they were issued or made.
- (C) You shall make all payments without deduction or set off.
- (D) Any amounts payable under this Agreement are exclusive of any applicable United Kingdom tax, duty, levy, tariff or any government imposed charge on electricity supplied to Your premises prevailing at the time of supply and which shall equally fall due on such amount, for which You shall be additionally liable.
- (E) Notwithstanding the foregoing if Your direct bank transfer arrangement is cancelled by You without Our prior agreement We shall be entitled to increase the Prices by 2% until such time as Your direct bank transfer is re-instated.
- 4.3 We shall be entitled by notice in writing to You to vary all or any of the Prices:
  - (A) if any direction is given pursuant to section 34 of the Act, by such amount as may be necessary to enable Us to recover from You an equitable proportion of the additional costs suffered by Us as a result of such direction.
  - (B) to reflect any variation in any element of the costs to Us of providing the supply of electricity which are not within Our reasonable control, including but not limited to:
    - (i) any variation in the use of system charges made by National Grid Company plc or the relevant Distributor; and/or
    - (ii) any changes to the method of recovering Agency Services or settlement system costs; and/or
    - (iii) the cost of installing mandatory half hour Metering Equipment with remote data collection facilities at any Supply Point situated in an over 100kW premises; and/or
    - (iv) where there are abnormal or excessive costs incurred in meter reading.
  - (C) if it is found that any of the registration details of any Supply Point differs from that specified in the Schedule.
  - (D) to reflect any adjustment in the amounts payable by Us for electricity under any of the specified agreements as may be defined in Our supply licence.

4.4 Subject to clauses 4.5, 4.6 and 7.1 upon giving You not less than 14 days notice in writing We shall be entitled to vary the Prices with effect from the First Termination Date or anniversary thereof.

4.5 If You have terminated this Agreement in accordance with clause 7.1 but Your subsequent Supplier does not have a confirmed Registration for each Supply Point on the date of termination We shall be entitled by notice in writing to You to vary all or any of the Prices.

4.6 With effect from the First Termination Date or anniversary thereof and in the absence of any effective notice in accordance with clause 4.4 or 4.5 all Prices in the Schedule will be increased by the retail price index such that:

$$\text{Revised Price} = \text{Base Price} \times \frac{\text{RPIt}}{\text{RPIb}}$$

Where Base Price = Price in Schedule  
 RPIt = Retail Price Index (All Items) for the month 3 months prior to the month of adjustment  
 RPIb = Retail Price Index (All Items) for the month 3 months prior to the Commencement Date

4.7 We shall periodically throughout this Agreement carry out credit checks and if requested You shall provide a security deposit, guarantee or bond as We may at Our sole discretion reasonably require from time to time. We may also make enquiries about principal directors with a credit reference agency. We may monitor and record information relating to Your trade performance and as such records will be made available to credit reference agencies, who may share that information with other businesses in assessing applications for credit and fraud prevention.

4.8 If the information for charging purposes under this Agreement is not available at any time for whatever reason (including the inability to obtain a meter reading) then We shall be entitled to make such estimates of amounts due and such amounts shall be paid by You, subject to any subsequent adjustments which may be necessary.

4.9 If it is discovered that any meter reading has been inaccurate or omitted or the translation of readings into amounts payable has been incorrect then the amount due from or to Us shall be paid forthwith.

4.10 If You ask Us to reprogram Metering Equipment or provide You with data from Metering Equipment We shall be entitled to make a reasonable charge.

4.11 If any charges are made to Us by Your Distributor in connection with the supply of electricity to any Supply Point, We shall be entitled to invoice the amount to You and You will reimburse Us for any such charge.

### 5. Agency Services, Access and Metering Equipment

5.1 In the event that You wish to appoint all or any of the Agency Services You shall: procure that any such Agency Service appointed is suitably qualified and accredited and shall procure that such Agency Service perform its obligations in accordance with good industry practices; and shall notify Us of the identity of the party whom You wish to engage for each Agency Service for Our prior approval prior to appointment. Where approval has been declined then You will be notified in writing. In the event that We become responsible for the appointment of any Agency Service We shall be entitled, at our sole discretion, to either increase the Prices or impose a charge for the engagement of such Agency Service for which You shall be liable to pay in accordance with the provisions at clause 4.

5.2 You shall indemnify and keep Us indemnified from and against any amounts, losses or damages which We incur as a result or arising from Your breach of clause 5.1 or the negligent acts or omissions of such Agency Services.

5.3 You will allow Us, free of charge, safe and unobstructed access to each Supply Point covered by this Agreement at all reasonable times for any purpose connected with this Agreement provided that in an emergency access shall be afforded at any time without notice.

5.4 You shall not damage or interfere with or permit any interference with any electrical plant, electric line or Metering Equipment used in connection with the supply of electricity to any Supply Point and You shall notify Us immediately where You have reason to believe there has been any such damage or interference.

5.5 The supply shall be measured by Metering Equipment, installed and maintained in accordance with Your connection agreement and Schedule 7 of the Act. In accordance with that Schedule it is agreed that the Metering Equipment need not be certified.

5.6 Unless the accuracy of the Metering Equipment is disputed by notice in writing given by either Party to the other the Metering Equipment shall be deemed to be accurate.

- 5.7 If, following a test pursuant to Schedule 7 of the Act:
  - (A) it is found that the Metering Equipment is operating outside the Margins of Error; the Metering Equipment shall be re-calibrated or replaced and the cost of such test and recalibration or replacement shall be paid by You if You have appointed the Meter Operator or Us if We have appointed the Meter Operator; and
  - (B) suitable adjustment shall be made to the accounts rendered by Us; or
  - (C) it is found that the Metering Equipment is operating within the Margins of Error, the cost of such test shall be paid by the Party which disputed its accuracy.

### 6. Variations in Supply Points

6.1 Notwithstanding Clause 12 the Parties may agree to add or remove a Supply Point to this Agreement

6.2 You shall remain liable for all charges associated with the supply of electricity to a Supply Point until whichever of the following first occurs:

- (A) You notify Us by advance notice in writing that You will no longer be the occupier of the premises; or
  - (B) another occupier enters into an agreement with Us or another Supplier for the supply of electricity to the Supply Point.
- 6.3 In the event that any information You provide is incorrect then consequently:
- (A) We shall be entitled to revise the Prices and You shall be liable to pay the revised prices; and/or
  - (B) You shall be liable to pay the supply charges associated to the incorrect information; and/or
  - (C) You shall pay our administrative charges for the handling and rectification associated to the incorrect information; and/or
  - (D) We may terminate this Agreement in accordance with clause 7.3 (G)

### 7. Termination and De-energisation

7.1 You can terminate this Agreement by giving Us not less than one calendar month's written notice to expire on the First Termination Date or any anniversary thereof.

7.2 If on the date You want to terminate this Agreement Your subsequent Supplier has not completed Registration for each Supply Point, the provisions of this Agreement will, subject to clause 4.5, remain in force for any Supply Point for which We are still the registered Supplier.

7.3 We shall be entitled to terminate this Agreement and/or de-energise any Supply Point immediately upon given written notice to You if:

- (A) You fail to pay any amount properly due and payable to Us under this Agreement; or
- (B) without prejudice to (A) above, You are in breach of any term of this Agreement and/or a Connection Agreement and (if it is capable of remedy) You fail to remedy such breach within 14 days; or
- (C) You, in Our reasonable belief, have made unauthorised use of electricity or committed theft of electricity; or
- (D) an interim order or bankruptcy order or individual voluntary agreement is or is about to be made in respect of Yourself under the Insolvency Act 1986; or an interim trustee or trustee in bankruptcy is appointed over Your estate or You are apparently insolvent or a voluntary arrangement is proposed or a resolution is passed or an order is made for Your winding up; or a receiver or administrative receiver is appointed over the whole or any part of Your assets or You are unable to pay Your debts within the meaning of the Insolvency Act 1986 or You cease or threaten not to pay Your debts as they fall due or seek to make any composition or arrangement with Your creditors; or
- (E) We would be breaching regulations made under Section 29 of the Electricity Act 1989; or
- (F) You do not make any security deposit to Us in terms of clause 4.7 within 14 days of being so requested; or
- (G) any information You provided us is incorrect.

7.4 Upon termination of this Agreement or de-energisation for whatever reason You shall pay to Us all sums then due and payable or accrued due under this Agreement and any costs incurred by Us as a result of such termination or de-energisation.

7.5 In the absence of any valid termination notice by either Party this Agreement shall be extended for a further 12 months from the end of the First Termination Date or any anniversary thereof.

7.6 If during this Agreement a Supply Point is being registered or has been registered by another supplier for any reason other than as a result of any default by Us or proper termination of this Agreement, then You authorise Us and shall provide us with all reasonable assistance required to either, at Our discretion, (i) raise an objection to such registration, (ii) re-register the Supply Point, or (iii) pay Us a sum calculated as the average monthly amount (which amount shall be determined by Us) times the number of months left in the Agreement (subject to a maximum of six months).

7.7 In the event that any amount due remains unpaid 14 days after posting then We shall be entitled to the registration by another supplier of any supply point We supply under this Agreement.

### 8. Failure or Temporary Discontinuance of Supply

- 8.1 The supply of electricity at any Supply Point may be discontinued:-
  - (A) in the event of Force Majeure; or
  - (B) in respect of any particular Supply Point, at any time and for so long as the Distributor disconnects or de-energises that Supply Point pursuant to a Connection Agreement or otherwise; or
  - (C) if at any time and for so long as the conditions precedent set out in clauses 1.2 to 1.7 cease to be satisfied.
- 8.2 If the supply of electricity to any Supply Point or any part thereof is temporarily discontinued at Your request, You shall pay Us on demand any costs incurred by Us as a result of such discontinuance and the subsequent resumption of the supply of electricity (including any payments which We are required to make to any Distributor).

### 9. Liability

9.1 Neither Party shall be liable for any breach of this Agreement directly or indirectly caused by Force Majeure.

9.2 Subject to clause 9.3 neither Party shall be liable to the other Party for loss or damage arising in connection with this Agreement (whether resulting from breach of this Agreement, negligence or otherwise) except for loss or damage arising from a breach of this Agreement which was reasonably foreseeable as likely to result from such breach and which resulted from physical damage to the property of the other Party or to the property of any third party for which the other Party is adjudged liable PROVIDED that:

- (A) the liability of either Party under this clause 9.2 shall be limited to £100,000 for each incident or series of related incidents; and
- (B) neither Party shall in any circumstances be liable to the other Party for any loss of profit, revenue, business, savings (anticipated or otherwise) or any other form of economic or indirect or consequential loss.

For the purposes of this clause 9.2, property shall include work in progress valued at cost.

9.3 Nothing in this Agreement shall exclude or limit the liability of either Party for death or personal injury resulting from the negligence of that Party or Your liability for any sums properly due to Us under this Agreement.

9.4 Where We provide You with data electronically or on computer diskette, We shall use reasonable endeavours to ensure that such data or diskette shall be free from any errors, defects or viruses but no representations or warranties are made or given as to such matters or as to the compatibility of the data or diskette with any of Your equipment and, subject to clause 9.3, We shall have no liability to You in respect of any such matters.

<b>10. Disclosure</b>		17.2	Reference to any statute or statutory provision includes a reference to:
10.1	By signing this Agreement, You consent-	(a)	that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated from time to time whether before or after the date of this Agreement; and
(A)	to the disclosure to Us by Your previous Supplier of any information it has in relation to the Metering Equipment installed at any Supply Point or otherwise to enable Us to take over the supply of electricity to the Supply Point; and	(b)	all statutory instruments made pursuant to it.
(B)	to the disclosure to any person of information relating to the supply of electricity to enable them or Us to properly perform our respective obligations under or in relation to this Agreement or the supply of electricity to any Supply Point.	<b>18. Connection Agreement</b>	
10.2	Subject to clause 10.1 both Parties shall take all reasonable steps (except where otherwise required by law) to keep confidential the contents of this Agreement and any information concerning the other Party's business which that Party may (by written notice) reasonably designate as confidential.	18.1	This Clause 18 shall apply where there is no pre-existing connection agreement between You and Your Network Operator in relation to a specific Supply Point.
<b>11. Waiver</b>		18.2	Your supplier is acting on behalf of Your network operator to make an agreement with You. The agreement is that You and Your network operator both accept the <b>National Terms of Connection (NTC)</b> and agree to keep to its conditions. This will happen from the time that You enter into this Agreement and it effects Your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which Your network operator 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 <a href="http://www.connectionterms.co.uk">www.connectionterms.co.uk</a> .
11.1	No failure or delay by any Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.		
<b>12. Variation</b>			
12.1	Subject to Clause 6.1 this Agreement may not be varied except by an instrument in writing signed by the authorised representatives of the Parties to this Agreement		
<b>13. Notice</b>			
13.1	Written notice under this Agreement shall be given or sent by hand, a recorded delivery, facsimile transmission, or post, to Your address or to Our registered address. Any notice given by post shall be deemed to have been given 5 days after it was sent and a notice delivered by hand or by facsimile transmission shall be deemed to be served upon actual delivery or transmission provided that in the latter case it was sent to the correct number and that confirmation shall have been kept.		
<b>14. Assignment and Sub-Contracting</b>			
14.1	This Agreement is personal to You and may not be assigned by You without Our prior written consent. We may assign or novate all or part of Our rights under this Agreement and subcontract any of Our obligations here under without Your consent.		
<b>15. Entire Agreement</b>			
15.1	This Agreement and any document referred to herein represents the entire understanding, and constitutes the whole agreement, in relation to the subject matter and supersedes any previous agreement between the Parties with respect thereto and without prejudice to the generality of the foregoing excludes any warranty, condition or other undertaking implied at law or by custom.		
<b>16. Law and Jurisdiction</b>			
16.1	If each of the Supply Points is situated in the same country, this Agreement shall be interpreted in accordance with the laws of, and the Parties submit to the exclusive jurisdiction of the courts of the country in which the Supply Points are situated. If each of the Supply Points are not situated in the same country, this Agreement shall be interpreted in accordance with the laws of, and the Parties submit to the exclusive jurisdiction of the courts of the country in which the majority of the Supply Points are situated.		
<b>17. Definitions and Interpretation</b>			
17.1	In this Agreement:		
<b>Act</b>	means the Electricity Act 1989 as amended by the Utilities Act 2000 and regulations made there under as amended extended consolidated or re-enacted from time to time;		
<b>Agency Services</b>	means the combined services of the following accredited service providers: Meter Operator(s), Data Collector(s), Data Aggregator, and prepayment infrastructure provider(s) to include any of their successors and permitted assigns provided that each Agency Service shall have received prior approval from Us and the term "Agency Service" shall refer to any of the service providers;		
<b>Agreement</b>	means the Contract, together with these standard terms and conditions, the Schedule(s), and any special conditions;		
<b>Available/ Authorised Capacity</b>	means the capacity in kVA normally kept available as may be specified by the Distributor in the relevant connection agreement;		
<b>Billing Period</b>	means either quarterly or monthly whichever is the payment method specified in the Contract;		
<b>Commencement Date</b>	means the date when all the conditions precedent set out in clauses 1.1 to 1.7 are satisfied or when notified by the appropriate settlement system, whichever is the later;		
<b>Contract</b>	means the document so titled and annexed to this Agreement;		
<b>Data Aggregator</b>	means the accredited person appointed to summate meter readings received from Data Collector(s) to include any of their successors and permitted assigns;		
<b>Data Collector</b>	means the accredited person(s) appointed to retrieve, validate, and process meter readings to be forwarded to the Data Aggregator and to include any of their successors and permitted assigns;		
<b>Distributor</b>	means either the Electricity Distributor (in England and Wales) or the Local Network Operator (in Scotland) as defined below.		
<b>First Termination Date</b>	is the date specified on the Contract;		
<b>Force Majeure</b>	means any event or circumstance which is beyond the reasonable control of a Party and which results in or causes the failure of that Party to perform any of its obligations under the Agreement, provided that lack of funds shall not constitute Force Majeure;		
<b>Electricity Distributor/ Local Network Operator</b>	means the person(s) who operates the distribution system(s) through which the supply of electricity is delivered at any relevant Supply Point;		
<b>"MAM or Meter Asset Maintenance"</b>	means all site activities including but not limited to the installation, commissioning, testing, repair, maintenance, removal and replacement of Metering Equipment;		
<b>"MAP or Meter Asset provision"</b>	means the supply of Metering Equipment;		
<b>Margins of Error</b>	means the permitted margins of error specified in the regulations made under the Act or the relevant code of practice issued pursuant to the Balancing and Settlement Code, Settlement Agreement for Scotland or Master Registration Agreement (as applicable);		
<b>Metering Equipment</b>	means the meters and ancillary equipment (including communication lines where appropriate) used to measure the flow of electricity through each relevant Supply Point;		
<b>Meter Operator</b>	means the person(s) appointed to provide MAP and/or MAM services as appropriate at each relevant Supply Point;		
<b>Meter Operator Services</b>	means the provision of MAP and/or MAM services which may be provided by separate entities and Meter Operator Services shall be construed accordingly;		
<b>Our/Us/We</b>	means the party named as SSE Energy Supply Limited in the Contract, its employees, sub-contractors and agents and its successors and permitted assigns;		
<b>Party</b>	means either You or Us, and Parties means You and Us;		
<b>Prices</b>	means the unit rates and charges as specified in the Schedule(s);		
<b>Registration</b>	means the recording on the Supplier Metering Registration System of a person as being responsible for the provision of a supply of electricity or an Agency Service with effect from a particular date;		
<b>Schedule</b>	means a schedule annexed to this Agreement and the term "Schedules" shall be construed accordingly;		
<b>Supplier</b>	means in relation to a Supply Point a person You have appointed to supply You with electricity;		
<b>Supply Point</b>	means the point(s) at which the flow of electricity is metered at the premises, as listed in the Schedule, unless otherwise agreed in accordance with Clause 6.1;		
<b>You/Your</b>	means the Party named as the Customer in the Contract.		

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