

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

EQUIGAS AND **EQUIPOWER** are registered trademarks of EBICo Limited ("the Company"). These tariffs are operated on behalf of the Company by Scottish and Southern Energy plc ("Scottish & Southern") under licence. The terms and conditions of supply of electricity and/or gas are, thus, those of Scottish & Southern and their operating companies.

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

1. Definitions & 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; and any list of current charges;
- "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;
- "Gas Transporter"**: the licensed operator of the transportation network through which gas is transported to you;
- "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. 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:
- we have authorisation under the Electricity Act 1989 (as amended) ("Electricity Act") and/or the Gas Act 1986 (as amended) ("Gas Act");
 - we agree to accept you as our customer under this Agreement;
 - and 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. Change of Supplier

- 3.1 If we take over the supply of Energy:
- authorise us to cancel your existing agreement(s) with your present supplier on your behalf;
 - 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
 - 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.
- 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) reasonable costs of trying to recover overdue payments.
- 4.6 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.
- 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 above charges at any time subject to clause 9 (variations).

5. Security Deposit/Prepayment meter for Energy

- 5.1 We can request a security deposit from you or replace your meter(s) with a prepayment meter(s) if:
- you don't meet our credit criteria;
 - you fail to pay or are late in paying the Charges; or
 - 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 Any dispute concerning a security deposit may be referred to OFGEM.
- 5.4 The security deposit, together with any applicable interest awarded may be refunded at our discretion and always in accordance with our Energy supply licence(s).
- 5.5 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 be terminated:
- on the day requested, so long as you've given us at least 28 days written notice, provided that:

- on the day of termination, either another supplier has started to supply Energy to the Address or the Address has been disconnected; and
 - in the case of electricity only, 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:
- the second working day after you've given us written notice; or
 - the day that the meter(s) at the Address is next due to be read; or
 - 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 (a) We may end this Agreement (in whole or in part) by written notice if:
- you're in material breach of this Agreement; or
 - we've been unable to install a prepayment meter and you haven't paid a security deposit when requested; or
 - we give you 28 days' notice of our intention to terminate this Agreement; or
 - we've good reason to believe that information you've given us is false or misleading; or
 - you're the subject of insolvency or bankruptcy proceedings; or
- (b) If we end this Agreement pursuant to clause 6.4(a) (i), (ii), (vi) or (v), inclusive above we'll recover our reasonable charges incurred in discontinuing the supply.
- 6.4 This Agreement shall terminate immediately if OFGEM directs another Energy supplier to supply the Address.
- 6.5 If either we or you fail to fulfill 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.
- 6.6 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):

- from a previous supplier to us;
- by us to a subsequent supplier;
- 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.

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 Energy supply licence(s). Your rights under Clause 11.1 (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 13.2.

9. Variation

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).

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 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.

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 us 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. 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.

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 Scottish and Southern Energy group to help:
- identify you when you call;
 - detection and prevention of crime, fraud or loss;
 - administration of accounts, services and products; and
 - contact you in writing or by phone with information about other services and products offered by us and/or our carefully selected partners, unless you've told us otherwise.
- 13.2 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.
- 13.3 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.
- 13.4 We may monitor or record telephone calls, to help improve our customer service, for security purposes, for administering your account and 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 requirement, 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. Connection Provisions

- A. England and Wales. If the Address is in England or Wales then clauses 17.1 to 17.5 inclusive apply relating to your connection to the electricity distribution system.
- 17.1 The Electricity Distributor will maintain, may interrupt and is entitled to cut off, each such connection in accordance with and subject to the provisions of the Electricity Act and any other legal requirements or rights (including those arising under any code or agreement with which the Electricity Distributor is obliged by its distribution licence to comply) that apply from time to time.
- 17.2 The Electricity Distributor does not guarantee that it will deliver electricity to the connection at all times or that the electricity delivered will be free of brief variations in voltage or frequency.
- 17.3 Subject to any contrary existing agreement between you and the Electricity Distributor (and/or us) the Electricity Distributor will not be liable under this contract or otherwise for any loss or damage which:
- is beyond the reasonable control of the Electricity Distributor; or
 - is not a direct result of any action of the Electricity Distributor; or
 - arises from or amounts to "economic loss" (meaning loss of profits, revenues, interest, business, goodwill or commercial, market or economic opportunity, whether direct or indirect and whether or not foreseeable).
- 17.4 Clause 17.2 will continue to apply regardless of the termination of this Agreement. The ending of this Agreement will not affect any rights, remedies or obligations that may have come into being under this Agreement prior to termination.
- 17.5 The Electricity Distributor has the ability to enforce the provisions of clauses 17.1 to 17.3 by virtue of the Contracts (Rights of Third Parties) Act 1999 and such clauses may not be varied without the prior written consent of the Electricity Distributor.
- 17.6 The terms of clauses 17.1 to 17.3 inclusive will be changed automatically to incorporate any changes that are approved by the industry regulator. Any change that is approved will be announced in at least three daily newspapers and will take effect from the date stated in those announcements.
- B. Scotland. If the Address is in Scotland then the Standard Connection Agreement Standard Terms of Connection detailed below apply in respect of your connection to the electricity distribution system.

STANDARD CONNECTION AGREEMENT STANDARD TERMS OF CONNECTION

- (i) The electricity you receive from your electricity supplier will be delivered using the distribution network run by your Electricity Distributor. To receive a supply of electricity you require:
- a connection agreement with your Electricity Distributor to maintain the connection of your premises to the network; and
 - a supply contract with your electricity supplier.
- (ii) Your electricity supplier has been appointed as agent of your Electricity Distributor to obtain a connection agreement with you on these standard terms. When you enter into your electricity supply contract, you're also entering into this connection agreement with your Electricity Distributor ("Connection Agreement").
1. Interpretation: In this Connection Agreement the terms "we," "our" mean, for each connection to a network through which you're supplied under your electricity supply contract, the Electricity Distributor which owns or operates that network.
2. Any existing terms applying to your connection to our network (except for our tariff terms or another standard connection agreement) will apply instead of this Connection Agreement if they're inconsistent with this Connection Agreement.
3. This Connection Agreement starts when that your electricity supply starts and will continue (even if your electricity or supply contract ends) until it ends under Clause 10 below.
4. Your premises will remain connected to our network in accordance with the Electricity Act, any other legal requirements that apply from time to time, and the terms of this Connection Agreement.
5. Our obligations under this Connection Agreement are subject to the maximum capacity and any other design feature of your connection. You must contact us in advance if you propose to make any significant change to your connection, electric lines or electrical equipment, install or operate generating equipment or do anything else that could affect our network or require alterations to your connection.
6. We do not guarantee delivery of electricity through our network at all times or that electricity delivered

through our network will be free of brief variations in voltage or frequency.

7. We may cut off the supply of electricity to your connection where entitled to do so or if required to do so under your electricity supply contract or the electricity industry arrangements under which we operate.
8. If we fail to comply with any term of this Connection Agreement, or are negligent, you may be entitled, to recover compensation from us for any loss you've suffered. We won't compensate you for loss caused by anything beyond our reasonable control, or for any indirect, consequential, economic or financial loss (including losses of revenue, profit or opportunity, wasted expenses or loss of contract or goodwill), other than where you're entitled to recover compensation for such loss under the general law in relation to death or personal injury.
9. The terms of this Connection Agreement will be changed automatically to incorporate any changes which are approved by the Gas and Electricity Markets Authority. Any change which is approved will be announced in at least three national daily newspapers and will take effect from the date stated in those announcements. Either of us may ask the other to accept a change to any part of this Connection Agreement at any time if either believes the change is needed because of the nature of your connection or because this Connection Agreement is no longer appropriate. (It is unlikely that we'll propose any changes unless your connection is at high voltage, you have generating equipment or there are other special features). If a change is proposed under this clause, and cannot be agreed between us within 28 days, either of us may ask the Gas and Electricity Markets Authority to decide whether or not the change should be made.
10. This Connection Agreement will end when one of the following occurs:
- you permanently stop having electricity delivered through that connection;
 - you no longer own or occupy the premises at which that connection is situated;
 - any circumstances arise which legally entitle us to cut off your electricity supply to that connection; or
 - we write to you advising you that this Connection Agreement is ended. The ending of this Connection Agreement will not affect any rights, remedies or obligations which may have come into being under this Connection Agreement and Clauses 8 and 9 will continue to apply to those rights, remedies and obligations.
11. You cannot transfer this Connection Agreement to another person without our consent.
12. You must provide us with any information we request in relation to the nature, or use by you, of electrical equipment on your premises. We'll only ask for information that we need in relation to this Connection Agreement or the distribution code that applies under our distribution licence.

DIRECT DEBIT GUARANTEE

- This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme.
- The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change, you will be told of this in advance, by at least 14 days as agreed.
- If an error is made by Southern Electric plc and/or Southern Electric Gas or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to Southern Electric plc and/or Southern Electric Gas, Admial 3103, Perth PH1 3ZG.

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Registered in England and Wales No. 2716495 are members with their Registered Office at 55 Vastern Road, Reading RG1 8BU.