Standard terms and conditions for the supply of Electricity to metered premises SSE ESL TC8 (version 4.3.1) by SSE Energy Supply Ltd trading as SSE Energy Solutions as specified on the Contract

1 Conditions Precedent

1.1 Your, and Our, rights and responsibilities under this Agreement will come into effect on the date this Agreement is agreed.

1.2 Notwithstanding clause 1.1, the Parties' obligations are conditional upon:

(a) You having properly given notice of termination to Your previous Supplier where required to do so under Your Agreement;

(b) You having returned to Us a duly completed Direct Debit mandate form and agreeing to pay Your account by Direct Debit for the duration of this Agreement;

(c) You successfully passing Our credit checking process and, if requested, providing Us with a security deposit, bond or guarantee (or procurement thereof);

(d) Us being an electricity Supplier licensed under sections 6 and 7 of the Act;

(e) Us having entered into use of system agreements for each Supply Point;

(f) for each Supply Point each appropriate Agency Service having a confirmed Registration;

(g) Us having a confirmed Registration as Supplier for each Supply Point;

(h) the Metering Equipment at the Supply Point not comprising a pre-payment meter (which is not Smart Meter r);

(i) if You do not have a Smart Meter, You agree to have one fitted, provided that You may inform Us that You are opting out if Your Contract does not include a Smart Condition;

(j) where it is a condition of Your Contract, that You either

(k) you have a Smart Meter or Advanced Metering installed at Your Supply Point(s) at the Commencement Date; or

(l) You install or agree to have a Smart Meter or Advanced Metering installed at Your Supply Point(s) within any period We may specify from time to time (the "**Smart Condition**");

(m) and if You have a Smart Meter at the property You must inform Us and allow Us to obtain information about the specification and functionality of that Smart Meter

provided that We shall determine, in Our sole discretion, whether any condition precedent set out in this Clause 1.2 has been satisfied and/or may waive or extend any condition which applies to You at any time.

1.3 In the event that electricity is supplied to You at any Supply Point prior to satisfaction of each condition precedent for all Supply Points, We shall be entitled to charge for electricity consumed at the prevailing Variable Business Rates and/or pursuant to the Deemed Contract Terms until the Commencement Date.

1.4 The Parties shall ensure that for the duration of this Agreement each condition precedent in clause 1.2 shall be maintained and continue to have full effect.

1.5 If any condition precedent in clause 1.2 has not been satisfied by You within a reasonable period (or such period as We may advise) , We may terminate this Agreement, in which case We will continue to supply each Supply Point, for which We remain as registered Supplier pursuant to the Deemed Contract Terms, and You will be charged Our Variable Business Rates for the energy consumed at the relevant Supply Points from the date of such termination. You are not entitled to terminate this Agreement if there is a failure by either Party to meet any condition precedent in Clause 1.2.

2 Commencement Date

2.1 Notwithstanding the Start Date, the Parties agree the Commencement Date (being the actual date supply commences at the relevant Supply Points) shall be the later of:

(a) the date We commence supplying electricity to You at the relevant Supply Point; and/or

(b) the date that all the conditions precedents set out in clause 1.2 of this Agreement have been satisfied, or waived by Us; and/or

(c) the date when You are notified by the appropriate settlement system that Your supply has commenced.

2.2 If there is any inconsistency between these standard terms and conditions and the terms of the Contract/Schedule (together comprising the Agreement) the terms of these standard terms and conditions shall prevail.

3 Supply and Term

3.1(a) From the Commencement Date until the Termination Date, We shall supply electricity to each Supply Point, up to the relevant Available/Authorised Capacity.

(b) We will notify You in writing in accordance with clause 14, or via Your online account, at least sixty (60) calendar days before the Termination Date of Your options for Your supply of electricity at Your Supply Points. Any renewal of this Agreement will require agreement between the Parties and will be treated as a separate independent contract. We shall not be obliged to agree a new contract with You.

3.2 All electricity passing through any Supply Point with effect from the Commencement Date shall be deemed to be supplied under the terms of this Agreement.

3.3 The title and the risk in the electricity supplied under this Agreement shall pass to You at the Supply Point.

3.4 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.

3.5 In respect of any Supply Point, where We are taking over the supply of electricity from another Supplier, You shall provide Us with meter readings obtained on the Commencement Date and thereafter on a monthly basis, or as otherwise instructed by Us. If You fail to provide such meter readings, You must allow Us safe access for the purpose of obtaining them as frequently as We require. for which We may make a charge in respect of Our reasonable costs and/or the terms of Clause 4.12 may apply.

3.6 (a) Subject to clause 3.6(b), if We do not already supply a site at the date this Agreement is agreed, We will commence Your supply as soon as reasonably practicable and, in any event, within five (5) Business days following the Agreement Date.

(b) It may take longer than five (5) Business days, following the Agreement Date, for Us to commence Your supply if:

(i) You request the transfer to take place at a later date,

(ii) the conditions precedent in clause 1.2 have not been satisfied; or

(iii) if We have difficulties taking over the supply from Your previous Supplier, including but not limited to where the following circumstances apply:

(a) Your previous Supplier prevents us from transferring the supply;

(b) You are connected to a private electricity network and

(i) a physical connection needs to be made to the distribution network for electricity and that connection has not been made yet; or

(ii) Your previous Supplier has told You about the way Your metering needs to be arranged to allow another Supplier to start supplying You and Your metering has not yet been changed to allow this:

(c) You do something that prevents Us from taking over the supply;

(d) Ofgem prevents Us from supplying You;

(e) We cannot supply You for some other reason We have no control over and where We have taken all reasonable steps to resolve this.

3.7 (a) Agreements for 100% electricity from Renewable Source Supply (RSS):

(i) Where We supply electricity to a Supply Point and the consumption is less than 33 kilowatt hours (kWh) per day on average over the Billing Period, We will supply electricity from Renewable Source Electricity (RSE) under a Renewable Source Supply. Your bill will show no Climate Change Levy (CCL) charge.

(ii) Where You have qualifying use (domestic or non-business use) and have submitted to Us a valid VAT declaration, We will supply electricity to a Supply Point from RSE under a Renewable Source Supply. Your bill will show CCL payable on electricity supplied in excess of the percentage shown as qualifying use on Your VAT declaration.

(iii) Where We supply electricity to a Supply Point in excess of 33 kWh per day on average over a Billing Period and You have not provided a VAT declaration, We will supply all electricity from RSE under a Renewable Source Supply. Your bill will show CCL payable on all electricity supplied.

`(b) Agreements for less than 100% electricity from Renewable Source Supply:

(i) Where We supply electricity to a Supply Point and the consumption is less than 33 kWh per day on average over the Billing Period, We will supply electricity from RSE under a Renewable Source Supply up to the percentage of RSE shown in Your Agreement. Your bill will show no CCL charge.

(ii) Where You have qualifying use (domestic or non-business use) and have submitted to Us a valid VAT declaration, We will supply electricity to a Supply Point from RSE under a Renewable Source Supply up to the percentage of RSE shown in Your Agreement. The remaining electricity will be supplied without a Renewable Source Supply. Your bill will show CCL payable on electricity supplied in excess of the percentage shown as qualifying use on Your VAT declaration

(iii) Where We supply electricity to a Supply Point in excess of 33 kWh per day on average over a Billing Period and You have not submitted a VAT declaration, We will supply electricity from RSE under a Renewable Source Supply at the percentage of RSE shown in Your Agreement. The remaining electricity will be supplied without a Renewable Source Supply. Your bill will show CCL payable on all electricity supplied.

(c) Agreements for 100% Good Quality CHP (GQCHP)

(i) Where We supply electricity to a Supply Point and the consumption is less than 33 kilowatt hours (kWh) per day on average over the Billing Period, We will supply electricity to a Supply Point without a CHP Declaration Supply. Your bill will show no CCL charge.

(ii) Where You have qualifying use (domestic or non-business use) and have submitted to Us a valid VAT declaration, We will supply electricity to a Supply Point without a CHP Declaration Supply in relation to the percentage shown as qualifying use on Your VAT declaration. Supplies in excess of Your VAT declaration percentage will be supplied under a CHP Declaration Supply or a Renewable Source Supply. Your bill will show CCL payable on electricity supplied in excess of the percentage shown as qualifying use on Your VAT declaration.

(iii) Where We supply electricity to a Supply Point in excess of 33 kWh per day on average over a Billing Period and You have not submitted a VAT declaration, We will supply all electricity to a Supply Point under a CHP Declaration Supply or a Renewable Source Supply. Your bill will show CCL payable on all electricity supplied.

(d) Agreements for less than 100% GQCHP

(i) Where We supply electricity to a Supply Point and the consumption is less than 33 kWh per day on average over the Billing Period, We will supply electricity without a CHP Declaration Supply. Your bill will show no CCL charge.

(ii) Where You have qualifying use (domestic or non-business use) and have submitted to Us a valid VAT declaration, We will supply electricity to a Supply point without a CHP Declaration Supply in relation to the percentage shown on Your VAT declaration. Supplies to Your Supply Point in excess of Your VAT declaration percentage will be supplied under a CHP Declaration Supply or Renewable Source Supply up to the percentage of GQCHP electricity shown in Your Agreement. The remaining electricity will be supplied without a CHP Declaration Supply or a Renewable Source Supply. Your bill will show CCL payable on electricity supplied in excess of the percentage shown as qualifying use on Your VAT declaration.

(iii) Where We supply electricity to a Supply Point in excess of 33 kWh per day on average over a Billing Period and You do not provide a VAT declaration, We will supply electricity to a Supply Point under a CHP Declaration Supply or Renewable Source Supply at the percentage of GQCHP shown in Your Agreement. The remaining electricity will be supplied without a CHP Declaration Supply or Renewable Source Supply. Your bill will show CCL payable on all electricity supplied.

3.8 Notification of Renewable Source Declaration under the Finance Act 2000 and the Climate Change Levy (General) Regulations 2001 (as amended).

(a). If Your Supply Point is supplied from Renewable Source Electricity (RSE) then the amount of RSE supplied by Us in each Averaging Period shall not exceed the difference between:

(i) the total amount of RSE acquired or generated by Us during that Averaging Period; and

(ii) so much of that amount as is allocated by Us otherwise than to supplies of RSE made by Us in that Averaging Period.

(b) If Your Supply Point is supplied from Good Quality CHP (GQCHP) electricity then the amount of GQCHP electricity supplied by Us in each Averaging Period shall not exceed the difference between:

(i) the total amount of GQCHP electricity acquired or generated by Us during that Averaging Period; and

(ii) so much of that amount as is allocated by Us otherwise than to supplies of GQCHP electricity made by Us in that Averaging Period.

For the purposes of this clause 3.8 the following definitions apply:

Balancing Period: a period lasting three (3) months at a time with Your first Balancing Period commencing on the date We make Your first exempt renewable supply using RSE. When one Balancing Period ends, a new Balancing Period begins.

Averaging Period: a period lasting a maximum of 2 years at a time commencing on the same date as Your first Balancing Period. An Averaging Period may end sooner if:

at the end of a balancing period there is a credit to carry forward, or

purchases and sales of RSE are equal

In either case a new averaging period begins.

If We stop supplying You with RSE, the end of the Balancing Period in which Your last exempt supply occurred is also the end of the Averaging Period.

When an Averaging Period ends a new Averaging Period begins.

3.9 The characteristics of the supply will be in accordance with the connection agreement and this Agreement.

4 Price and Payment

4.1(a) From the Commencement Date, You shall be liable to pay Us the Prices in respect of the supply of electricity to each Supply Point pursuant to this Agreement. As soon as practicable after the end of each Billing Period, We shall provide You with an account or invoice setting out the amount payable by You to Us under this Agreement, such amount to be paid by You to Us in full clear funds as agreed by Direct Debit to such bank account as We may from time to time in writing notify to You. We may issue separate invoices for non-consumption-based charges due under this Agreement (such as late payment charges) at any time.

(b) We have the right to offset any credits or debts You may have in connection with any services We Supply against any credits or debts You have in connection with any services We may Supply to You. For example, if your electricity account is in credit, we can use that credit to pay off a debt on any other account You hold with Us

(c) If there are any changes to the amount, date, or frequency of Your Direct Debit, We will notify You in writing no later than ten (10) Business days in advance of Your account being debited, or as otherwise agreed.

4.2(a) You shall pay each account or invoice within fourteen (14) calendar days of the date of issue of the invoice or account, provided that if any amount remains unpaid after fourteen (14) calendar days, We shall (in addition to any other remedies We may have) be entitled to charge interest on any unpaid amount on a daily basis at the rate of up to 8% per annum above the base rate of the Bank of England from time to time and/or invoke the terms of clause 8.7; and if any amount remains unpaid after thirty (30) calendar days of the date of issue of the invoice/account We may also invoke the terms of clause 8.4(b).

(b) If You disagree with any amount We have charged You, You must inform Us in writing immediately and in any event no later than five (5) calendar days following the date of the relevant account or invoice so disputed. Your failure to inform Us of Your disagreement in relation to any amount We have charged You (in accordance with this Clause 4.2(b) shall have no effect on Your requirement to pay Us, You shall be liable to pay any such amount in full, in accordance with Clause 4.2(a). If any amount payable pursuant to any account or invoice, is the subject of a bona fide dispute, the full amount due pursuant to that account or invoice shall be paid in full in accordance with clause 4.2 (a). Upon resolution of the dispute between the Parties, any adjustment (debit or credit) shall be incorporated in the invoice for the subsequent Billing Period.

(c) Payments received by Us from You shall be applied to invoices or accounts and interest charges in the order in which they were issued or made.

(d) You shall make all payments to Us without deduction, withholding or set off whatsoever.

(e) Subject to clause 33.1 (where relevant), 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 fall due on such amount, for which You shall be additionally liable. To the extent that any such charges are incurred by Us on Your behalf, We reserve the right to invoice You for such amounts pursuant to clause 4.1(a) or to increase Our Prices to reflect the increased cost of supply to Us pursuant to clause 4.3(b).

(f) We will not be legally responsible to You, or anyone else, if We have not charged You sufficient United Kingdom tax, duty, levy, tariff or any government imposed charge on electricity supplied due to incorrect information You have provided to Us, or if any fact in any documents You have provided to Us is incorrect. In such circumstances, We reserve the right to invoice You for the balance of any shortfall pursuant to clause 4.1(a).

(g) Notwithstanding the foregoing, if Your Direct Debit arrangement is cancelled by You without Our prior agreement, We shall be entitled to increase the Prices by 0.5p/kWh until such time as Your Direct Debit is re-instated.

(h) We may charge You interest on late payments in accordance with Clause 4.2(a) and We may also charge You fixed sum costs (at the level set out in section 5A of the Late Payments of Commercial Debts (Interest) Act 1998) and for reasonable costs incurred by Us in seeking to recover any overdue payments from You, such costs will be reflected on Your invoice. Fixed sum costs shall be applied in accordance with the principles set out in the Late Payments of Commercial Debts (Interest) Act 1998, except that fixed sum costs shall apply from the date contractual interest accrues under the terms of this Agreement.

4.3 Subject to clause 33.2 (where relevant), 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 is not within Our reasonable control, including but not limited to:

(i) the introduction of new or any variation in the use of system charges made by National Grid Company plc or the relevant Distributor and /or as a result of a new tax, levy, duty or tariff of the United Kingdom;

(ii) any new charges as introduced by a third party to SSE

(iii) any costs We incur due to any change in your supply connection or meter equipment

(iv) any changes to the method of recovering Agency Services or settlement system costs;

(v) any costs We incur due to a change of Agency Service providers including but not limited to meter and data service providers, where SSE is not directly responsible for the change

(vi) where there are abnormal or excessive costs incurred in collecting meter read data including but not limited to any costs we incur where Your appointed Agency Service provider is at Our sole discretion not performing or meeting industry and / or SSE required standards of service. We shall be entitled, at Our sole discretion to pass through any proportion of Industry Charges, including but not limited to settlement charges imposed on Us

(vii) or revoke Our offer or requote where the information provided by You or Your representative or agent is incorrect; including but not limited to any of the registration details of any Supply Point found to differ from that specified in the Schedule;

(viii) any costs We incur in connection with any licensed energy supplier failure (including without limitation costs relating to any Special Administration Regime and/or the Supplier of Last Resort Process), whether such costs are included within existing industry charges or otherwise chargeable to Us;

(ix) any costs We incur due to any change in Line Loss Factor Class (**LLFC**) application to Your supply, including the way use of system charges are set and the associated TCR Banding Allocation and/or

(x) any pass-through charges are incurred by Us on Your behalf with the DNO including, but not limited to, reactive power charge and capacity charges.,

(xi) where there is a delay in the Commencement Date due to circumstances beyond Our reasonable control;

(xii) where You substitute electricity with another fuel other than by prior agreement with Us during periods of supply interruption or the normal course of business; and/or

(xiii) a Supply Point having been de-energised and/or disconnected;

(c) to reflect any adjustment in the amounts payable by Us for supplying electricity under any of the specified agreements as may be defined in Our Supply Licence including but not limited to Changes in costs incurred in delivery of the Market-wide Half-Hourly Settlement Programme (**MHHS**).

(d) if it is found that any of the registration details of any Supply Point differ from that specified in the Schedule;

(e) 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.

(f) We shall be entitled by notice in writing to You to revoke our offer or requote You, if any of the following circumstances apply:

(i) where there is a delay in the Commencement Date due to circumstances beyond Our reasonable control;

(ii) where You substitute electricity with another fuel other than by prior agreement with Us during periods of supply interruption or the normal course of business; and/or

(iii) a Supply Point having been de-energised and/or disconnected.

4.4 If the Agreement has been terminated in accordance with these terms and conditions and Your new 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.

4.5 When You initially apply to Us to enter into an Agreement for supply and periodically throughout this Agreement, We will carry out credit checks to help Us manage Your Agreement checking a number of records relating to You including, but not limited to:

(i) Our own records;

(ii) publicly available records; and

(iii) personal and business records at credit reference agencies.

4.6 (a) At Our sole discretion, based on such checks, We reserve the right to, reject Your application and not enter into a contract with You or, request You to provide a security deposit, guarantee or bond (or procurement thereof).

(b) Such checks will be used to assess suitability of the payment arrangements We have with You, (when credit reference agencies receive a search request from Us they will place a search footprint on Your business credit file that may be seen by other lenders), and for credit checking, assessing applications and verifying identity. 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.

(c) We may also consult, at Our discretion, credit insurers, underwriters and others to assess financial risks and at Our sole discretion take out insurance against such risks. Where We do take out such insurance that is subsequently withdrawn by the credit insurer, You shall with immediate effect provide a security deposit, guarantee or bond (or procurement thereof) as We may at Our sole discretion reasonably require.

4.7 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 data or consumption data) 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.

4.8 If it is discovered that any meter reading data or consumption data 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.

4.9 If You ask Us to reprogram or change Metering Equipment to effect a pricing structure or profile change in accordance with clause 7.5 or provide You with data from Metering Equipment We shall be entitled to make a reasonable charge.

4.10 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.

4.11 If some or all of the charges set out in this Agreement are from time to time provisionally assessed or estimated by Us or by others providing an Agency Service or by other relevant third parties and such provisional amounts are used for the purposes of providing You with an account or invoice then upon reconciliation by Us of such account or invoice against actual charges incurred during the Billing Period You shall pay Us any additional sums in accordance with agreed payment terms. The additional sums will be notified to You by way of inclusion in a future account or invoice. Subject to Clause 4.12 below, where the reconciliation results in a credit to You, the sum to be credited will be included in the account or invoice raised in the following Billing Period.

4.12 Where We have been unable to obtain accurate meter settlement data in order to meet Our industry obligations in respect of any Metering Equipment at any of Your Supply Points ;

(a) subject to Clause 32 (Back billing), We shall not be liable for any loss You have suffered; and

(b) We shall be entitled to charge You and You shall indemnify Us in respect of

(i) all Supplier Charges We incur related to Your Supply Points where these have arisen due to You or Your agents failure to provide accurate meter readings (as determined by Us in Our sole discretion); and

(ii) Our reasonable costs and expenses incurred in connection with (a) Your, or Your agent's, failure to provide meter readings (or accurate metering readings) in respect of any Metering Equipment and/or (b) obtaining or attempting to obtain meter readings at the relevant Metering Equipment,

in each case, such costs and charges shall be reflected on Your invoice as an additional charge .

4.13. In the event the Customer does not provide the necessary Direct Debit instruction or withdraws the Direct Debit instruction, or cancels the Direct Debit, during the term of the Agreement, then SSE reserves the right to issue bills to the Customer in respect of the relevant Billing Period.

4.14 If there is Green Deal at the Your premises We will send you a statement every six (6) months which will include the following information

(i) that Your property is a Green Deal Premises; and

(ii) details of the weekly Green Deal Charge; and

(iii) where you can find impartial advice about Your Green Deal Plan.

4.15 In the event the Smart Condition is not met, then We shall be entitled to vary all or any of the Prices.

5 **Energy Broker Commission**

5.1 You acknowledge and agree that:

(a) We will pay commission to Your appointed Energy Broker in consideration for introducing Your Agreement to SSE ("Commission");

(b) such Commission is incorporated into Your Prices as a p/£ per kWh price uplift and/or as a fixed price (£) uplift to the standing charge, for the duration of Your Agreement; and

(c) the applicable uplift for Your Agreement has been confirmed to You separately by Your appointed Energy Broker; and

(d) services provided to You by Your Energy Broker, and the associated (or additional) costs of those services, are subject to separate commercial agreement between You and Your Energy Broker.

6 **Agency Services, Access and Metering Equipment**

6.1 In the event that You wish to appoint all, or any, of Your own Agency Service providers (including but not limited to; Meter Equipment Managers Data Collector, Data Aggregator, Advanced Metering Service , Smart Metering Service , Advanced Data Service or Smart Data Service) on any Heritage, or Advanced Metering).

You shall procure that any such Agency Service provider appointed is suitably qualified and:

(a) is accredited to Ofgem's CoMCoP;

(b) performs its obligations in accordance with good industry practices and complies fully with the relevant SSE standards and industry codes of practice.

You must notify Us in writing of the identity of the Party whom You wish to engage to provide all or any Agency Service for Our approval prior to appointment.

We reserve the right to inspect and audit any work carried out at a relevant Supply Point by Your chosen Agency Service provider to ensure that such work has been carried out safely. Should the work carried out be deemed at Our sole discretion to be unsafe We reserve the right to temporarily suspend or disconnect the supply of electricity until the work has been rectified and deemed by Us as safe.

In the event that;

(i) approval has been declined by Us then You will be notified in writing, or;

(ii) Your appointed Agency Service provider is at Our sole discretion not performing or meeting industry and / or SSE required standards of service We shall be entitled, at Our sole discretion to pass through any costs or charges, including but not limited to settlement charges incurred by Us as a result of Your Agency Service provider.

In accordance with 6.1 (i) or (ii) We reserve the right to appoint Our own Agency Service provider and We shall be entitled, at Our sole discretion, to either increase the Prices and / or impose a charge for the engagement of such Agency Service provider for which You shall be liable to pay in accordance with the provisions at clause 4.

6.2 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 6.1 or the negligent acts or omissions of such Agency Service.

6.3 In the event that You appoint Your own Agency Service provider in accordance with clause 6.1 We reserve the right to appoint a meter examiner to examine the Metering Equipment for the purposes set out in clause 6.7.

6.4 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. In the absence of Us being able to obtain meter reading data in accordance with Industry Standards, We shall be entitled, at Our sole discretion, to pass through any costs or charges, including but not limited to settlement charges or Supplier Charges, incurred by Us relating to your supply point in accordance with clause 4.12.

6.5 Neither You or any Agency Service provider shall damage, remove/de-activate/replace or interfere with or permit any interference with any electrical plant, electric lines and cables 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, removal/de-activation/replacement or interference.

(a) You shall indemnify and keep Us indemnified from and against any amounts, losses or damages (including any termination charges in respect of Metering Equipment) which We incur as a result or arising from Your breach of clause 6.5 or the negligent acts or omissions of such Agency Service provider in connection with any Metering Equipment.

6.6 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.

6.6 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.

6.7 If, following a test pursuant to schedule 7 of the Act it is found that:

(a) the Metering Equipment is operating outside the Margins of Error then:

(i) 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 Equipment Managers or Us if We have appointed the Meter Equipment Managers; and

(ii) suitable adjustments shall be made to the accounts rendered by Us; or

(b) 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.

7 **Variation in Supply Points**

7.1 Notwithstanding clause 13 the Parties may agree to add or remove a Supply Point to this Agreement provided any Supply Point added will be charged at rates consistent with the Commencement Date and contract term of the additional Supply Point.

7.2 (a) You shall remain liable for all charges associated with the supply of electricity to a Supply Point until

(i) You notify Us in writing that You will no longer be the occupier of the premises or are no longer the occupier of the premises and We accept this notice in accordance with Clause 7.2(C); or

(ii) another occupier enters into a supply agreement with Us, or another Supplier, for the supply of electricity to the Supply Point.

(b) Where a new occupier is moving into a premises detailed in the Schedule, continuance of supply to the relevant Supply Points will be subject to clause 1.2 (conditions precedent) and clauses 4.1 to 4. 13 (price and payment).

(c) We shall have sole discretion to determine whether a notice provided in accordance with Clause 7.2(A) is accepted. In making such determination, We may request that You provide reasonable evidence to support any proposed change in occupancy in respect of any relevant Supply Point. If You fail to provide Us with evidence, or evidence to Our satisfaction, that demonstrates a change in occupancy has occurred (or will occur) then We shall be entitled to refuse acceptance of any notice pursuant to Clause 7.2(A) and You will continue to be bound by the terms of this Agreement and shall be liable for all charges associated with the supply of electricity to the relevant Supply Point.

7.3 In the event that any information, including but not limited to Supply Point; MPAN data; Supply Point address; contract Start Date, supply voltage; Available Capacity; maximum demand and anticipated consumption volume, provided by You or Your appointed agent is incorrect then consequently and retrospectively:

(a) We shall be entitled to vary 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 with the incorrect information; and/or
(d) We may terminate this Agreement in accordance with clause 8.4 (h).

7.4 In the event that during the term of this Agreement an administrator or receiver is appointed for You and that administrator or receiver does not provide reasonable performance assurance in favour of Us within two (2) Business days then the Agreement will be terminated forthwith.

As soon as reasonably practical after such termination We shall provide You with an account or invoice which shall be due for immediate payment in respect of fees, costs, losses, and expenses incurred or that would be incurred by Us in selling back into the GB wholesale market any volume of electricity purchased or deemed purchased by either Party in meeting their obligations to each other under this Agreement that will not be consumed by You at any or all relevant Supply Points.

For the avoidance of doubt, fees, costs, losses and expenses shall be amounts We determine in good faith to be the total loss to Us in connection with but not limited to, the disposal of the volumes of electricity purchased or deemed purchased in the GB wholesale market by either Party and remaining undelivered to You as a direct result of this termination. Furthermore, We shall not be required to enter into any agreements to sell electricity in order to determine Our loss.

7.5 You may on giving previous notice to Us in writing and with Our agreement change the pricing structure charged and/or the profile at a relevant Supply Point as detailed in the Schedule to an alternative pricing structure and/or profile at the same relevant Supply Point provided You have been charged under the former pricing structure and/or profile for a period of twelve consecutive months immediately preceding the proposed date of change.

7.6 We reserve the right to allow such variations where:
(a) the change in profile at the relevant Supply Point is as the result of Us carrying out Our statutory duties; or
(b) the change in profile and or pricing structure at any relevant Supply Point is part of a program of change previously agreed by Us and incorporated in this Agreement.

7.7 Where We have permitted such changes of the pricing structure and or profile at any relevant Supply Point any future variations of the pricing structure and or profile at the relevant Supply Point will not be permitted for a minimum period of twelve (12) consecutive months from the date of change.

8 Termination, Disconnection, De-energisation and Suspension

8.1 Unless terminated earlier in accordance with the terms of this Agreement, this Agreement will continue in full force and effect until the Termination Date.

8.2 If, at the Termination Date, You have not agreed a new contract with Us, or You have not yet appointed a new Supplier, or Your new Supplier does not have confirmed Registration for each Supply Point, We will continue to supply each Supply Point for which We remain as registered Supplier provided that:
(a) You will be subject to Our Deemed Contract Terms and
(b) You will be charged Our Variable Business Rates for the energy consumed at the relevant Supply Points from the Termination Date and until Your Supply Points are taken over by another Supplier, or You enter into a new contract with Us.

8.3 If clause 8.2 applies,
(a) We will not raise an objection, in the event that a new Supplier makes an application to supply Your Supply Points, unless the terms of clause 8.7 apply.
(b) Our latest Variable Business Prices that are applicable at any particular time will be published at sseenergysolutions.co.uk/out-of-contract-rates.

8.4 We shall be entitled to terminate this Agreement and/or disconnect and/or de-energise any Supply Point immediately, without any liability to You, upon given written notice to You if:
(a) the Commencement Date has not occurred within three (3) months from the Start Date; or
(b) You fail to pay any amount properly due and payable to Us under this Agreement; or
(c) 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 fourteen (14) calendar days; or
(d) You, in Our reasonable belief, have made unauthorised use of electricity or committed theft of electricity; or
(e) an interim order or bankruptcy order or individual voluntary agreement is or is about to be made in respect of You 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
(f) We would be breaching regulations made under Section 29 of the Electricity Act 1989; or
(g) You do not provide any security deposit, guarantee or bond to Us in terms of clauses 1.2 and 4.6 within fourteen (14) calendar days of being so requested by Us; or
(h) any information that You provided to Us is incorrect; or
(i) You are in any other breach and fail to remedy such breach in accordance with this Agreement.

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

8.6 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 twelve (12) months).

8.7 In the event that any amount due remains unpaid fourteen (14) calendar days after posting then We shall be entitled to object to the registration by another Supplier of any supply point We supply.

8.8 This Agreement shall terminate immediately if Ofgem directs another Supplier to take over Your electricity supply.

8.9 We shall be entitled to (without prejudice to any rights or remedies that We may have under this Agreement) suspend or interrupt the supply of electricity to the Site Address(es): if,
(a) We are unable to supply electricity due to an event of Force Majeure; or
(b) You are in breach of any of the terms of this Agreement and fail to remedy such breach within the period stated in the written notice; or
(c) to avoid danger or for safety reasons; or
(d) as a result of legal or regulatory requirements.
(e) the relevant Electricity Distributor may instruct You to stop using or restrict Your use of electricity and You shall comply with any instruction.

8.10 Upon termination You shall allow Us the right to enter the Site Address (e)) to remove any of Our equipment and/or to de-energise the Supply Point or some other point to affect the discontinuance of supply. In particular You shall immediately pay Us all sums due and any payable or accrued under the Agreement and any costs, charges, losses and expenses incurred by Us in relation to the discontinuance of the supply of electricity and any debt recovery costs.

8.11 If any of Your Supply Points have been identified as domestic and You do not meet the criteria of multi-site contracts (as defined in the Act):
(a) We will not renew Your Agreement after the Termination Date; and
(b) if, at the Termination Date, You have not yet appointed a new domestic Supplier in respect of those Supply Points, or Your new Supplier does not have confirmed Registration for each Supply Point, We will continue to supply each Supply Point for which We remain as registered Supplier, except that from the Termination Date You will be subject to Our Deemed Contract Terms and charged Our Variable Business Rates for the energy consumed at the relevant Supply Points and until Your Supply Points are taken over by another Supplier.

9 Failure or Temporary Discontinuance of Supply

9.1 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 cease to be satisfied; or
(d) if We believe it is necessary and any energy laws or industry agreements allow Us to do so; or
(e) if We believe Your meter is not set up properly or is unsafe (including if We have not been able to read a meter that You have provided or if We believe the Metering Equipment is being interfered with); or
(f) if We need to test emergency or safety procedures (including energy-industry procedures.

9.2 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 Network Operator).

10 Limitation of Liability

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

10.2 Subject to clause 10.3, 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 10.2 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 10.2, property shall include work in progress valued at cost.

10.3 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.

10.4 We shall not be liable to You, Your officers, employees or agents in any circumstances whatsoever for:
(a) any loss of profit, loss of revenue, loss of use, loss of contract or loss of goodwill; or
(b) any indirect or consequential loss; or
(c) loss resulting from the liability of either Party howsoever and whensoever arising save as provided in clause 10.2.

10.5 Neither We nor any of Our officers, employees or agents shall be liable to You for:
(a) loss or damage arising out of any act or omission of the Distributor in the performance of its duties; and
(b) any modifications to the Distribution system operated by the Electricity Distributor ("**Distribution System**") or Metering Equipment. In the event that You, or any third party, modifies or removes any of (or any part of) the Metering Equipment and/or Distribution System then You shall hold Us harmless and indemnify Us against all costs, losses, claims or demands and expenses including (without limitation) legal expenses which We may suffer or incur as a result of such modification and/or removal.

10.6 The Parties agree that each sub-clause of this clause 10 shall be construed as a separate and severable contract term, and if one or more of such sub-clauses is held to be invalid, unlawful or otherwise unenforceable the other of such sub-clauses shall remain in full force and effect and shall continue to bind the Parties and shall survive termination of this Agreement.

10.7 You agree that We shall hold the benefit of the foregoing clauses for Ourselves and as trustee and agent for Our officers, employees, agents and contractors.

10.8 Where We provide You with data electronically or on compact disc or by any other means, We will use reasonable endeavours to ensure that any data provided is 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 compact disc with any of Your equipment and, subject to clause 10.3, We shall have no liability to You in respect of any such matters.

10.9 Except as provided in this Agreement, the Parties agree that all rights and remedies provided by statute (save the Act) or common law are excluded from application under this Agreement to the fullest extent possible.

11 Disclosure

11.1 By signing this Agreement, You consent:
(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) 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.
(c) to Us receiving electricity consumption data for a period relating to less than one (1) month from Remote Access Metering Equipment (where installed) for data presentment and energy advice, in the absence of any written instruction from You not to do so.

11.2 Subject to clause 11.1 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.

12 Waiver

12.1 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.

13 Variation

13.1 Subject to clause 4.4, 7.1, and 13.2 this Agreement may not be varied except by an instrument in writing signed by the authorised representatives of the Parties to this Agreement.

13.2 If there is any change to any law or regulation, decision or advice by a regulatory authority which applies to this contract which makes any part of it illegal, unenforceable or affects the charges, We may change the terms of this contract or the charges as We consider reasonably necessary to reflect those changes.

14 Notice

14.1 Written notice under this Agreement shall be given personally or sent by recorded delivery, email, or regular post, to Your address (as shown on Your last Bill or registered address) or to Our registered address. We may notify You via Our online service.

14.2 Any notice or other communication shall be deemed to have been received: if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the next Business Day after posting or at the time recorded by the delivery service; or, if sent by regular post, at 9.00am on the third Business Day after posting; or if by Us via Our online service or by email transmission, at 9.00am on the day of delivery or transmission, provided that in the case of the email, or the notification by Our online service, such email or notification was sent to the correct number or email address.

15 Personal Information

For the purposes of this clause "**You**" means you, the Customer and "**Our**", "**We**" or "**Us**" means SSE Energy Supply Limited for electricity and/or Our permitted successors and/or assignees.

Except for clause 15.5, this clause applies to personal information We hold about individual people, people registered as sole traders, and partnerships. It does not apply to information We hold about companies and other organisations. If You would like further details about the way we use Your personal information, please see Our privacy notice available at sseenergysolutions.co.uk/privacy-policy. If You would like a printed copy of Our privacy notice, please get in touch.

15.1 Information We collect about You may be used by Us, Our employees, agents, contractors, and companies within the SSE group to do the following:
(a) Provide You with the services You have asked for (which may include loyalty and incentive schemes We may run).
(b) Offer You accounts, services and products from Us and Our partners. To help Us make these offers, We may use an automatic scoring system, which also uses information about You from other credit reference agencies as well as other companies.
(c) Help run, and contact You about improving the way We run, any accounts, services and products We have provided before, now or in the future.

(d) Create statistics, test computer systems, analyse customer information, create profiles and create marketing opportunities (including using information about what You buy from Us and how You pay for it. For example, the amount of gas or electricity You use and any discounts We have offered You).
(e) Help to prevent and detect crime, debt, fraud or loss.
(f) Help train Our staff.
(g) help identify You when You call;
(h) contact You, and administer Your accounts, services and products,
(i) contact You to collect feedback, for example through surveys or questionnaires; and
(j) unless You have asked Us not to, to contact You in writing, by phone and (where You have agreed) via digital media, such as by email, SMS or Smart Meter, with information on products and services that We and other companies within the SSE Group offer. This may occasionally include details of offers available from Our carefully selected partners. We may use third parties to send marketing communications to You. Unless You have asked Us not to, We may also use Your email address to show You digital advertisements via Your social media newsfeed, on search engine results pages, or on other websites.

15.2. You may opt out from receiving marketing communications at any time by writing to Us at SSE Energy Solutions – No.1 Forbury Place, 43 Forbury Road, Reading, RG1 3JH

15.3 We may monitor and record any communication We have with You, including phone conversations, emails, SMS and web chats, to make sure We are providing a good service, meeting Our legal and regulatory responsibilities, and to train Our staff.

15.4 You agree that We can ask Your previous Supplier for information that will allow Us to take over Your supply, such as information about meter readings and equipment or charges You owe Your previous Supplier. You agree that We can provide the information We hold about You (such as information about meter readings, equipment or money You owe Us) to Your new Supplier so that they can begin supplying You.

15.5 This clause applies to individuals, sole traders and partnerships and to the directors of corporate organisations as well as limited companies and other corporate organisations. We will check Your details with one or more credit-reference and fraud-prevention agencies to help Us decide whether there is a risk that You may not pay Your bills, to help Us make decisions about the goods and services We can offer You and to help Us manage Your account.

(a) We will ask credit-reference and fraud-prevention agencies for information about You, Your business, any people You are applying with and directors of Your business (if You are providing information about others on a joint application, You must make sure they agree that We can use their information to do this.) If You provide false or incorrect information and We suspect fraud, We will pass Your details to credit-reference and fraud-prevention agencies. Law-enforcement agencies (for example, the police and HM Revenue & Customs) may use this information.

(b) We and other organisations may also access and use the information credit-reference and fraud-prevention agencies give Us to, for example:
(i) check details on applications You make for credit and credit-related services;
(ii) check Your identity;
(iii) prevent and detect fraud and money laundering;
(iv) manage credit and credit related accounts or services;
(v) recover debt;
(vi) check details on proposals and claims for all types of insurance; and

(c) When We ask credit-reference agencies to carry out a search for Us, they will record this on Your credit file whether Your application for a contract with Us is successful or not.

(d) We will send information on Your account to credit-reference agencies and they will record it. If You have an account with Us, We will give details of it and how You manage it to credit reference agencies. If You have an account and do not repay money You owe in full or on time, credit-reference agencies will record this debt. They may give this information to other organisations and fraud prevention agencies to carry out similar checks, find out where You are and deal with any money You owe. The credit-reference agencies keep records for six years after Your account has been closed, You have paid the debt or action has been taken against You to recover the debt.

(e) We and other organisations may access and use, from other countries, information recorded by fraud-prevention agencies.

(f) If You are a director of a company, We will contact credit reference agencies to confirm that the residential address You provide is the same as that shown on the restricted register of directors' usual addresses at Companies House.

15.6 You are entitled to have a copy of the information We hold about You, and to have any inaccurate information corrected. For more information about this, please contact Your account manager at the address stated in 15.2.

16 Assignment and Sub-Contracting

16.1 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 sub-contract any of Our obligations here under without Your consent.

17 Entire Agreement

17.1 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.

18 Law and Jurisdiction

18.1 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.

19 Verbal Agreements

19.1 Any verbal agreement incorporates some or all of these terms and conditions between Us for the supply of electricity at the relevant Supply Point as recorded and detailed in a confirmation contract form.

20 Additional Terms and Conditions for SSE Next Generation

20.1 In addition to the terms and conditions in this Agreement, the additional terms and conditions set out in this clause 20 shall apply

20.2 Where Your Contract includes SSE Next Generation, We will select named/identifiable renewable energy asset(s) (each a "**Renewable Asset**") for supplying Your Supply Points during the term of the Agreement.

20.3 Your SSE Next Generation charges will be included in Your electricity bills and/or statements which will be sent to You (or where applicable, will be available online) (see clause 4 (Price and Payment)).

20.4 SSE Next Generation charges will be paid by the same method of payment as Your supply charges (see clause 4 (Price and Payment)).

20.5 Subject to clause 20.6, where We supply electricity under SSE Next Generation, We shall hold identifiable REGO Certificates to match Your electricity demand in respect of named/identifiable Renewable Asset(s), and provide You with the REGO Certificate numbers yearly for reporting purposes upon request.

20.6 Where We supply electricity under SSE Next Generation, the Renewable Asset(s) are subject to availability and therefore we cannot guarantee Your Supply Points will be supplied by the named/identifiable Renewable Asset(s) for the duration of Your Agreement. Where We cannot provide REGOs from the named/identifiable Renewable Asset(s) We will match Your electricity demand to an alternative renewable energy generation asset.

20.7 Where We supply electricity under SSE Next Generation, upon request We will provide You with an annual statement that details the matched REGO certificates to the named/identifiable Renewable Asset ("**Annual REGO Statement**"). As per clause 20.6 of this Agreement, should it be necessary for an alternative renewable energy generation asset to be utilised, this will be reflected in the Annual REGO Statement.

21 SSE Green and SSE Next Generation Certificates

21.1 Where We supply Your Supply Points with renewable electricity, We may provide You with an SSE proof of purchase certificate by email reflecting Your energy supply matched to REGO Certificates, or You may request an SSE proof of purchase certificate to be sent to You by email. For SSE Next Generation customers, the SSE Proof of Purchase certificate is subject to condition 20.6 above.

21.2 Subject to Clause 21.1 of this Agreement and where SSE provides You with a certificate in accordance with Clause 21.1, SSE grants You a royalty-free, non-exclusive licence to use the SSE Green Logo or SSE Next Generation Logo, during the term of the Agreement, for the purpose of demonstrating (in the ordinary course of Your business) that You have agreed to be supplied by renewable energy (matched to REGOs) from SSE (the **"Licence**").

21.3 The Licence is subject to the following conditions:

(a) You shall only use or display the SSE Green or SSE Next Generation Logo at, or in respect of, sites that are supplied by SSE under the Agreement;

(b) You shall only use the SSE Green or SSE Next Generation Logo on Your own behalf for the purpose set out in the Licence and shall not modify or amend the SSE Green or SSE Next Generation Logo or permit any other party to use or display the SSE Green or SSE Next Generation Logo, nor will You use the SSE Green or SSE Next Generation Logo in a way as might weaken, damage or be detrimental to the SSE Green Logo or the reputation or goodwill associated with the SSE Green Logo or SSE;

(c) both the SSE Green Logo and the SSE Next Generation Logo belong to SSE and are provided to You with no warranty (express or implied), nor is SSE liable for any claims/loss You may have resulting from Your use of the SSE Green or SSE Next Generation Logo; and

(d) SSE shall have the ability to revoke the Licence if the Agreement is terminated early, or at any other time if SSE determines that You have breached the terms of this Agreement or the Licence.

22 REGOs – General

Where We supply Your Supply Points with renewable electricity, We shall hold a sufficient number of REGO Certificates to match Your electricity demand

23 Use of Online Services

This Agreement includes the provision for You to make use of Our online business services

23.1 To use online services You, Your authorised representatives or agents, must at Your own expense provide a suitable personal computer and modem and any other hardware and software necessary to enable You, Your authorised representatives or agents to access the online services at any time or from time to time;

23.2 You, Your authorised representatives or agents will be required to enter a username and password to gain access to services online and You and Your authorised representatives are solely responsible for maintaining the security of the user names and passwords;

23.3 You, Your authorised representatives or agents must provide Us with an up-to-date email address at all times; You, Your authorised representatives or agents must follow the rules for the use of services detailed on the site or in additional information provided by Us from time to time at all times;

23.4 Should You, Your authorised representatives or agents not do so We shall be entitled to restrict or remove You, Your authorised representatives or agents access to the service and to make a reasonable charge for each instance of not following a specified rule at that time;

23.5 You, Your authorised representatives or agents or Us may withdraw from any agreement in relation to the services by giving notice to that effect to the other and this Agreement will continue in full force and effect in relation to an Agreement not including the provision of online services;

23.6 We reserve the right to suspend any or all services accessed at any time and from time to time for such period as We in Our sole discretion consider necessary to enable Us to undertake inspections, maintenance, renewal, repair, revisions, and upgrading of the online service;

23.7 in performing the services Our obligation is only to exercise the reasonable care and skill which would be exercised by a competent provider of such services in similar circumstances.

23.8 We will employ reasonable endeavours to maintain the accuracy of data presented to You within Our online services, but We cannot be held responsible for any discrepancies between the online services and the billing of your energy usage, or any business decision that You make where the information from Our online data services has been used to make that decision, whether within Our applications or any other such systems owned by You or operated by You or Your authorised representatives.

24 Connection Agreement

24.1 This clause 24 shall apply where there is no pre-existing connection agreement between You and Your Network Operator in relation to a specific Supply Point.

24.2 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 **National Terms of Connection (NTC)** and agree to keep to its conditions. This will happen from the time that You enter into this Agreement 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 network operator delivers electricity to, or accepts electricity from, your home or business. **In the case of some non-domestic sites, as further described in the NTC, the NTC provide for the continuing application of site-specific connection terms agreed with a previous owner or occupier of the site. Your network operator will be able to tell you whether or not site-specific connection terms exist**. If you want to know the identity of your network operator, or want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 1st Floor, 4 More London Riverside, London, SE1 2AU, or see the website at connectionterms.co.uk.

25 Force Majeure

25.1 If either Party is by reason of an event or circumstance of Force Majeure is unable wholly or in part to carry out its obligations under this Agreement (to include in Our case failure to make available for supply at the Supply Point which failure results from a failure of any of its Suppliers of Electricity to deliver the volume of electricity by ourselves for delivery on that Day, or of the failure of the relevant Electricity Distributor to deliver such electricity to the Supply Point and excluding in Your case Your payment obligations), then upon serving written notice of the nature and the extent of the circumstances being relied upon from the affected Party ('Affected Party') to the other Party within forty eight (48) hours of the occurrence of the cause being relied upon, then the Parties shall be released from its obligations and suspended from the exercise of its rights hereunder to the extent which they are affected by the circumstances of Force Majeure and for the period during which those circumstances exist, provided that the affected Party shall have used reasonable endeavours to terminate or circumvent the circumstances of Force Majeure as soon as reasonably practicable and the Affected Party shall not be released by reason of Force Majeure from any obligations to indemnify or to make any payment hereunder.

26 Definitions and Interpretations

26.1 In this Agreement:

Act	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;
Advanced Metering	an electricity meter that, either on its own or with an ancillary device, and in compliance with the requirements of any relevant industry code measures and records Your electricity consumption data for multiple time periods at least half hourly and provides Us with Remote Access to such data;
Advanced Data Service	means the accredited person(s) appointed to retrieve, validate, and process meter readings from Advanced Meters
Agency Services	means the services of the following accredited service providers: Meter Equipment Managers), AMR Service Provider, Advanced Data Services, Metering Services Advanced, Metering Service Smart, Smart Data Services, Meter Operator, Data Collector, Data Aggregator and Data Retriever 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;
Advanced Metering Service	means Agency Services for the provision and maintenance of AMR metering services;
Agreement	means the Contract, together with these standard terms and conditions including any/the Schedule(s) and any special conditions, in each case as agreed between the Parties;
Agreement Date	means either (a) the day on which You: i. entered into the Contract with Us; and ii. have provided Us or Our representative with sufficient information to conduct the switch of Your Supply Points; and iii. reasonably expect the switch of Your Supply Points to take place without further action on Your part. Or, (b) where a You enter into the Contract with Us after 5pm on a Business Day, or on a day

	that is not a Business Day, the next Business Day following the day specified in paragraph (a) above.
Available/Authorised Capacity	means the capacity in kVA normally kept available as may be specified by the Distributor in the relevant connection agreement;
Billing Period	means either quarterly or monthly or any other period that may be agreed whichever is the payment method for each relevant Supply Point specified in the Contract;
Business Day	means any day other than a Saturday, a Sunday, Christmas Day, Good Friday or a day that is a bank holiday within the meaning of the Banking and Financial Dealings Act 1971.
Capacity Market	has the meaning ascribed to the term "the capacity market" in the Electricity Capacity Regulations;
Capacity Market Regulations	means the Electricity Capacity Regulations 2014 and the associated Capacity Market Rules 2014 as amended by the Capacity Market (Amendment) Rules 2014;
CHP Declaration Supply	means electricity supplied from this Agreement from GQCHP;
Commencement Date	has the meaning set out in clause 2.1 of this Agreement
Contract	means the document so titled "Contract" or Confirmation Contract" or "Matrix Contract" or "Flexible Supply Agreement", as the case may be and annexed to the Agreement;
Data Aggregator	means the accredited person appointed to summate meter readings received from Data Collector(s) to include any of their successors and permitted assigns;
Data Collector	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;
Data Retriever	means the accredited person(s) appointed to retrieve, and process meter readings to be forwarded to the Data Collector and to include any of their successors and permitted assigns;
Deemed Contract Terms	means Our prevailing deemed terms and conditions (current version available at sseenergysolutions.co.uk/terms) which apply where We supply electricity to a Supply Point or a consumer otherwise than in pursuance of a contract, and We shall be deemed to have contracted with the consumer for the supply of electricity from the time when We began to supply that electricity;
Direct Debit	means payment method by Direct Debit which can be either (in respect of the Relevant Billing Period) (a) Variable Direct Debit, where the full amount of Your bill is deducted from Your nominated bank account, or (b) Fixed Direct Debit, where a fixed amount (determined by Us) is deducted from Your bank account on a monthly basis (or such other interval as We may agree with You) (also referred to as budget Direct Debit).
Distributor	means either the Electricity Distributor (in England and Wales) or the Network Operator (in Scotland) as defined below;
Electricity Distributor	means the person(s) who operates the distribution system(s) through which the supply of electricity is delivered at any relevant Supply Point;
Energy Broker	means any third-party service provider providing energy related advice to You or helping You to procure or manage energy or such other related services.
Force Majeure	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;
Good Quality CHP (GQCHP)	has the meaning ascribed to it in the CHP Quality Assurance programme (as amended from time to time);
Green Deal Arrangement Agreement	means the Green Deal Arrangements Agreement dated 1st October 2012 (as amended and updated from time to time) which establishes a mechanism for the collection of Green Deal Charges through electricity bills;
Green Deal Bill Payer	means a person responsible for paying the Green Deal Charges in respect of the Green Deal Premises;
Green Deal Charges	means the charges that are due under a Green Deal Plan by the Green Deal Bill Payer
Green Deal Licensee	means a licensed electricity supplier that has either: (i) been instructed under its Supply Licence to collect, or (ii) voluntarily agreed to collect, Green Deal Charges as an agent and trustee on behalf of a Green Deal Provider
Green Deal Plan	means a plan arranged by the owner or occupier of the Green Deal Premises (and agreed by the Green Deal Provider) to pay for the energy efficiency improvements which are to be installed at the Green Deal Premises, where such energy efficiency improvements are to be paid for wholly or partially in instalments through the electricity bills
Green Deal Premises	means the property where energy efficiency improvements are to be installed under a Green Deal Plan;
Green Deal Provider	means an accredited person or party registered as a Green Deal Provider who may offer a Green Deal Plan;
Half Hourly Metering Equipment	means Metering Equipment which measures and records electricity usage on a half hourly basis;
LLFC	means line loss factor calculation used to scale energy consumed or generated to account for losses on the UK's Distribution Networks
MAM or Meter Asset Maintenance	means all site activities including but not limited to the installation, commissioning, testing, repair, maintenance, removal and replacement of Metering Equipment;
MAMCOP	means Meter Asset Manager's Code of Practice
Mandatory Feed-In Tariff Licensee	means a licensed electricity Supplier required to join the Feed-in Tariff scheme;
MAP or Meter Asset provision	means the supply of Metering Equipment;
Margins of Error	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);
Meter Equipment Managers	means the person(s) appointed to provide MAP, Meter Operator and/or MAM services as appropriate at each relevant Supply Point;

Metering Equipment	means any meters and ancillary devices (including communication, data collection and energy monitoring equipment) used to measure the flow of electricity through each relevant Supply Point;
Meter Operator	means the accredited person(s) appointed to install, maintain and remove Metering Equipment and to include any of their successors and permitted assigns;
Metering Service Advanced	means the accredited person appointed to manage and maintain metering equipment for Advanced Meters as appropriate as each relevant Supply Point
Metering Service Smart	means the accredited person responsible for managing and maintaining Smart an traditional (heritage meters)
Micro Business	a Supply Point at which a supply is taken by a 'relevant consumer', as defined in section 2(1) of the Gas and Electricity Regulated Providers (Redress Scheme) Order 2008;
Micro Business Customer Contract	means the document titled "Contract" or Confirmation Contract" or "Matrix Contract" as the case may be and annexed to this Agreement;
Micro Business Statement of Renewal Terms	a statement advising You of the fixed term period; Your right to prevent automatic extension of the fixed term and the address for such communication and an explanation of the consequences of not renewing the Micro Business Customer Contract or agreeing a new contract before the Termination Date;
Network Operator	means the company licensed to run the electricity distribution network in the area that delivers electricity to any relevant supply point;
Non-Half Hourly Metering Equipment (NHH)	means Metering Equipment which does not measure and record electricity usage on a half hourly basis;
Our/Us/We/SSE	means the Party named as SSE Energy Supply Limited in the Contract, its employees, sub-contractors and agents and its successors and permitted assigns;
Party	means either You or Us, and Parties means You and Us
Plant	means any equipment, apparatus or appliance;
Prices	means the unit rates and other charges as specified in the Schedule(s) and/or Contract, and shall include standing charges and Distribution Use of System (DUoS) charges;
Registration	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;
REGO Plus	means a supply of electricity generated from a portfolio of renewable sources of energy consisting of wind (onshore and offshore) and hydro assets that have been allocated specific and identifiable REGO Certificate
Remote Access	means the access from a remote location to electricity consumption data;
Renewable Energy Guarantee of Origin or REGO Certificate(s)	means a certificated guarantee of origin as described in Directive 2001/77/EC of the European Parliament and of the Council of 27 September 2001, on the promotion of electricity produced from renewable energy sources in the internal electricity market, issued and administered by Ofgem;
Renewable Source Electricity or RSE	has the meaning ascribed to in Paragraph 19, Schedule 6, Finance Act 2000;
Renewable Source Supply	means electricity supplied under this Agreement from RSE;
Schedule(s)	means a schedule annexed to the Agreement and the term "Schedules" shall be construed accordingly
Site Address	means the premises specified in the Contract and Schedule to be supplied with electricity under this Agreement;
Smart Condition	has the meaning set out in clause 1.2(j) of this Agreement;
Smart Data Service	means the accredited person(s) responsible for obtaining / processing reads from Smart and Traditional (Heritage meters)
Smart Meter	means Metering Equipment which enables Us to remotely communicate with Your electricity meter and collect Your electricity consumption data without Us having to physically visit Your premises.
Special Administration Regime	means a special administration regime for energy supply companies introduced by The Energy Act 2011.
SSE Green	means a supply of electricity generated from a portfolio of renewable sources of energy consisting of wind (onshore and offshore) and hydro assets, backed and matched with a REGO Certificate;
SSE Green Logo	means the SSE Green logo, which belongs to SSE or SSE Group, a copy of which has been provided to any SSE Customer/REGO Plus customer by SSE on or around the date of this Agreement;
SSE Group	means SSE plc (a company registered in Scotland under Company Number SC117119 whose registered address is Inveralmond House, 200 Dunkeld Road, Perth PH1 3AQ) any company which is a holding company and/or subsidiary of SSE plc and any company which is a subsidiary of such holding company, where the terms "holding company" and "subsidiary" are defined in Section 1159 of the Companies Act 2006 as updated from time to time;
Start Date	is the Day specified on the Contract when the Parties anticipate supply will commence at the Supply Points pursuant to the terms of the Agreement, and which may be also referred to as "Supply Start Date" "Contract Start Date" or "Anticipated Start Date" or "Registration Start Date";
Supplier	means in relation to a Supply Point a person You have appointed to supply You with electricity;
Supplier of Last Resort Process	means the process whereby Ofgem direct any gas or electricity supply licensee to take over responsibility for a failed energy supplier's customers after revocation of the failed supplier's energy supply licence.
Supplier Charges	means any industry imposed performance charges or fees under the Balancing and Settlement Code (BSC) on a supplier for failure of its obligations to submit accurate settlement data within the required timescales and agreed targets.
Supply Licence	means any licence granted to SSE Energy Supply Ltd under section 6(1)(d) of the Electricity Act 1989 (as amended by the Utilities Act 2000), or treated as being so granted by virtue of the provisions of Part II of Schedule 7 to the Utilities Act 2000;
Supply Point(s)	means the point(s) at which the flow of electricity is metered at the premises, as listed in the Schedule and/or the Contract, unless otherwise agreed in accordance with clause 7.1;
Statement of Renewal Terms	a statement provided to You approximately ten (10) weeks, before the Termination Date containing the terms of Your contract with Us should You renew, cancel without

	appointing a new Supplier or do nothing, and containing all the key terms that will apply after the Termination Date.
TCR Banding Allocation	means the charging band applicable to Your supply with respect to use of system charges, determined by Your LLFC, which is set by the DNO
Termination Date	means the termination or expiry date specified on the Contract (or Micro Business Customer Contract, and which may be also referred to as "First Termination Date" or "End Date" or "Expiry Date", or such other date as may be agreed in writing by the Parties;
You/Your	means the Party named as the customer in the Contract.
Variable Business	Our variable business rates that are applicable at any particular time will be published at sseenergysolutions.co.uk/out-of-contract-rates

26.2 Reference to any statute or statutory provision includes a reference to:
(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
(b) all statutory instruments made pursuant to it.

Additional clauses for Micro Business customers as specified on the Microbusiness Customer Contract (Clauses 27 to 32)

In addition to the terms and conditions in this Agreement, the following Terms shall apply to the supply of electricity to Micro Business customers.

27 Conditions Precedent: The Parties' obligations are conditional upon:

27.1 You being a Micro Business.
27.2 You having properly given notice of termination to Your previous Supplier where required to do so, or if the agreement with Your previous Supplier has properly come to an end.

28 Supply and Term

28.1 Notwithstanding clause 3.1, We shall supply electricity to each Supply Point up to the relevant Available/Authorised Capacity from the Commencement Date until the Termination Date.

29 Variation

29.1 Subject to clauses 4.4, 7.1 and 7.2, We shall be entitled to vary the Prices with effect from the Termination Date, such variations shall be notified to You.

30 Termination

30.1 Subject to the terms of clause 7 (Termination, Disconnection, De-energisation and Suspension) applies in full to a Micro Business Customer Contract other than for sub clause 7.1 which is amended such that, You may terminate a Micro Business Customer Contract at any time from the Commencement Date up to the Termination Date but the Contract will run its full term. If another supplier attempts to register the Supply Point for a date prior to the Termination Date, We are entitled to object to the registration request.

Termination fee

30.2 We are entitled to charge a termination fee if another supplier registers the Supply Point before the Termination Date or to allow the supply to leave before the Termination Date.

30.3 You will remain bound by these Standard terms & conditions for the supply of electricity to metered premises SSE ESL TC8 for the duration of the fixed term Micro Business Customer Contract.

31 Miscellaneous

31.1 If You do not agree a new Micro Business Customer Contract, and fail to appoint a new Supplier by the Termination Date, then We will continue to supply You with electricity under Our Deemed Contract Terms and charging You at Our Variable Business Prices.
31.2 We reserve the right not to renew Your Micro Business Customer Contract and to terminate the Agreement at the end of the fixed term.
31.3 You will be bound by the obligations of the Micro Business Statement of Renewal Terms when We issue it to You.
31.4 Subject to clause 31.5, in addition to clause 11.1(c), You, as a Micro Business Customer, may provide a written instruction that We shall NOT collect electricity consumption data for a period relating to less than one (1) month, (where a Remote Access device is present and capable) at any time during Your contract with Us, and We will produce Your bill based upon standard settlement data associated to Your Supply categorisation.
31.5 Clause 31 .4 only applies to NHH metered supplies with profile class 01 – 04.

32 Back billing

32.1 Notwithstanding any contrary provision contained in these terms and subject always to Clause 32.2 below, We shall only issue an invoice to a Micro Business customer or otherwise seek to recover (including via a prepayment meter) the Prices for the supply of electricity from that Micro Business customer (hereinafter a "**charge recovery action**") in respect of:
(a) units of electricity which could reasonably be considered to have been consumed within the twelve (12) months preceding the date the charge recovery action was taken; and
(b) where applicable, amounts in respect of a standing charge or any other type of supply charge accrued within the twelve (12) months preceding the date the charge recovery action was taken.

32.2 Clause 32.1 does not apply in the following circumstances:
(a) where any charge recovery action was taken prior to 1 November 2018;
(b) We or any of Our representatives, have taken any charge recovery action on or following 1 November 2018 in a manner which complied with Clause 32.1 and, due to non-payment are continuing to take steps to obtain payment for the same units of electricity and, where applicable, the same amounts in respect of a standing charge or other type of supply charge;
(c) We have been unable to take a charge recovery action for the correct amount of electricity consumed due to obstructive or manifestly unreasonable behaviour of the Micro Business customer;
(d) any other circumstances, which the regulatory authority may specify by publishing a statement in writing.

33 SSE Protect (Clause amendment for Customers on SSE Protect)

33.1 If You are a SSE Protect Customer (as set out in Your Contract), the terms of Clause 4.2(e) of this Agreement shall not apply and shall be replaced with the following new Clause 4.2(e):

4.2 Any amounts payable under this Agreement are, subject to the remainder of this clause, exclusive of any applicable United Kingdom tax, duty, levy, tariff for which You shall be additionally liable. Notwithstanding the foregoing, SSE's forecasted position for Renewables Obligation, CfD, FiT charge and Capacity Mechanism will remain fully inclusive and fixed for the duration of the contract

33.2 If You are an SSE Protect Customer (as set out in your Contract), the terms of Clause 4.3 of this Agreement shall not apply and shall be replaced with the following new Clause 4.3:

4.3 We shall be entitled by notice in writing to You to increase our Prices/charge You, if any of the following circumstances apply:
(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 inclusion of any new element of the costs to Us of providing the supply of electricity which is not within Our reasonable control, including but not limited to:
(i) the introduction of new use of system charges made by National Grid Company plc or the relevant Distributor;
(ii) costs We incur in connection with any licenced energy supplier failure (including without limitation costs relating to any Special Administration Regime and/or the Supplier of Last Resort Process), whether such costs are included within existing or new industry charges or otherwise chargeable to Us;
(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, or an Advanced Meter at any Supply Point;
(iv) not used;
(iv) where the information provided by You or Your representative or agent is incorrect;
(v) where there is a delay in the Commencement Date due to circumstances beyond Our reasonable control;
(vii) where You substitute electricity with another fuel other than by prior agreement with Us during periods of supply interruption or the normal course of business; and/or
(viii) a Supply Point having been de-energised and/or disconnected;
(ix) any costs We incur due to any change in LLFC application to Your supply, including the way use of system charges are set and the associated TCR Banding Allocation
(c) if it is found that any of the registration details of any Supply Point differ 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.
(e) add any new charges as introduced by a third party to SSE.

34 Terms and conditions for Smart Meters

34.1 These additional terms and conditions apply to You if there is a Smart Meter at any of Your Supply Points (subject to compatibility with Our systems).
34.2 Your account or invoice will be based on readings from Your Smart Meter so that We can send You a bill, offer You the most appropriate tariffs and energy saving products. You will let Us collect this information while We supply Your Energy. If We cannot access readings from Your Smart Meter (for example because of a failure of the Smart Meter) We may estimate Your account or invoice.
34.3 We or Our agents own any Smart Meter equipment We install or provide You access to at all times.
34.4 The monitoring interface linked to Your Smart Meter may not work with another supplier. If You move property, You must leave the Smart Meter equipment at the property at which it was installed.
34.5 If We need to make changes to Your supply of electricity, We may do this using Your Smart Meter without having to visit Your premises / the Supply Point. This may include repairing or updating the Smart Meter or de-energising Your electricity supply (all in accordance with the terms of this Agreement).
34.6 You shall let Us know immediately if there is any reason why We may not receive information from a Smart Meter or if You think it has been tampered with.
34.7 While We supply electricity to You We will collect information about Your Energy usage from Your Smart Meter in accordance with Your meter reading frequency.
34.8 In addition to the monthly information We collect from all Smart Meters and Advanced Meters, if You have chosen to have Your information about Your Energy usage collected from Your Smart Meter at half hourly intervals, We will use this information within the SSE group to:
(a) manage Your account and to Supply the services You have requested from Us; and
(b) collect Your half hourly readings once a day unless We notify You otherwise.
34.9 If You have provided Your consent to allow Us to market to You We may contact You in writing or by phone email or text message with information on energy efficiency, environmental updates and information on services and products We can offer You. You can change Your mind at any time if You decide You do not want this information, please let Us know by emailing SmartHypercareService@sse.com.
34.10 Further information on how We use Your data in regard to Smart Meters is contained in Our Privacy Policy available on Our website at Privacy notice | SSE and also in our Smart Meter Data Guide which is available on Our website at Smart data guide | SSE Energy Solutions
34.11 If You have a Smart Meter installed by another supplier You should tell Us this before You transfer to Us. After You transfer to Us You may not be able to use all the functions of the Smart Meter
34.12 If You subsequently cease to take electricity from Us then You may not be able to use all or any of the Smart Meter functions.

35 Terms and conditions for Green Deal (if applicable)

35.1 These terms and conditions are in addition to the Standard Terms and Conditions of Supply and apply to You if there is a Green Deal Plan at the premises.
35.2 Green Deal Charges are set by the Green Deal Provider and agreed with the original occupier who arranged the Green Deal Plan.
35.3 Your Green Deal Charges will be included in Your electricity bills and/or statements which will be sent to You (or where applicable, will be available online).
35.4 Your Green Deal Charges will be paid by the same method of payment as Your electricity prices. We will pass these payments, once collected, to Your Green Deal Provider (or their nominated recipient).
35.5 We will only collect Green Deal Charges from You that become due from the Commencement Date and You agree to allow Us to collect Green Deal Charges until such time as You have arranged for a new Supplier (who must be a Green Deal Licensee) to supply electricity to the Property.
35.6 You agree that if You do not pay Your bill as agreed under this Contract, any electricity prices and Green Deal Charges shall be split pro rata between Us and the Green Deal Provider (or their nominated recipient) according to the ratio of electricity prices to Green Deal Charge irrespective of Your intentions or instructions on how the electricity prices and Green Deal Charges should be treated or dealt with.
35.7 Should You remain the Green Deal Bill Payer after the Standard Terms and Conditions of supply under this Contract have terminated, You will still be required to pay any Green Deal Charges due under the Green Deal Plan.

36 Credit Balances (Supplier of Last Resort)

In the event of SSE Energy Supply Limited is awarded Supplier of Last Resort with respect to a failed energy supplier, SSE Energy Supply Limited will honour Customer credit balances to the extent committed and outlined to the regulatory authority as part of the Last Resort Supply Direction only.

SSE Energy Solutions is a trading name of SSE Energy Supply Limited, registered in England and Wales number 03757502 which is a member of the SSE Group.
The Registered Office of SSE Energy Supply Limited is No. 1 Forbury Place, 43 Forbury Road. Reading. RG1 3JH.

sseenergysolutions.co.uk/business-energy

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