

General Terms and Conditions for the supply of Electricity and/or Gas

The terms and conditions below, along with the additional terms and conditions within your welcome pack, will form the contract between you and SSE Energy Supply Limited for M&S Energy.

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

1. Definitions & Explanation

1.1 Please refer to this section for our definitions and explanations of terms used throughout this document.

"Address": the address(es) you want your Energy supplied to;

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

"Charges": charges for the supply of Energy as detailed in the list of current charges as amended from time to time;

"Electricity Distributor": the licensed operator of the distribution system through which electricity is supplied to you;

"Energy": means gas and/or electricity;

"Equipment": meters, pipes, electrical plant, electric lines and all other apparatus at the Address to deliver, measure and control Energy;

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

"OFGEM": means the Office of Gas and Electricity Markets (or any other competent successor body or authority);

"our": belonging to SSE Energy Supply Limited or Southern Electric Gas Limited;

"Start Date": means the date(s) that we tell you (in advance) that the supply of Energy will start or as soon as possible thereafter;

"Unit": means a kilowatt hour (for gas kilowatt hours supplied will be calculated in accordance with section 12(1) of the Gas Act);

"we" and "us": SSE Energy Supply Limited for electricity and Southern Electric Gas Limited for gas and/or our permitted successors and assignees;

"you": you, the customer with whom we've entered into this Agreement. (Includes other users at the Address.)

1.2 The headings in this Agreement are for your guidance only so do not affect the interpretation.

2. Energy

2.1 We'll supply Energy to the Address from the Start Date until termination if:

(a) we have authorisation under the Electricity Act 1989

(as amended) ("Electricity Act") and/or the Gas Act 1986

(as amended) ("Gas Act");

(b) we agree to accept you as our customer under this Agreement; and

(c) the transfer of your supply(ies) to us are successfully completed.

2.2 If the Address is connected to an independent gas transporter's network we may vary the terms and conditions including the price for the supply of gas.

2.3 You'll allow your Electricity Distributor and/or Gas Transporter, gas shipper or any other person nominated by us, access to the Address, at all reasonable times and at any time in an emergency. This is so they can inspect, install, operate, calibrate, replace, maintain, repair, renew, remove and disconnect Equipment for any purpose under this Agreement (including taking readings).

2.4 You're responsible for making sure the Equipment is protected, maintained in good working order and kept in safe condition. You must let us know immediately if the Equipment gets interfered with or damaged.

3. Change of Supplier

3.1 If we take over the supply of Energy to your Address, you shall:

(a) authorise us to cancel your existing agreement(s) with your present supplier on your behalf;

(b) allow us to ask for information about your previous supply and disclose this information to relevant parties in order to carry out our responsibilities; and

(c) (in the case of Energy supply) will give us Energy meter readings at the Start Date or allow us to obtain one.

4. Price and Payment

4.1 The price you pay for Energy is based on the number of Units used and a standing charge where appropriate. You must pay VAT and any other taxes or duties at the applicable rate.

4.2 If you're a dual fuel customer (electricity and gas) and you move your electricity to another supplier but we continue to supply you with gas, we may charge you our gas only price, which could be higher than the dual fuel gas price.

4.3 Meter readings will normally be assumed to be correct. Where we believe the meter readings are inaccurate or they're not available we'll make a reasonable estimate and send you a bill.

4.4 We'll send you regular bills and/or statements which will separately identify the Charges payable. You must pay these in full and part payment won't release you from your obligation.

4.5 If any payments are late we may charge you (i) interest at the rate of 4% per annum above the current Bank of England base rate and (ii) reasonable costs of trying to recover overdue payments.

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

4.7 If you choose to dispute any amount then you must pay the undisputed amount, and once the dispute is settled, pay any amount that is still owed.

4.8 If you pay us without telling us which Charges the payment is for, we'll pay the Charges in the order in which they became due; and credit your account with any balance.

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

4.10 If you make an appointment and cannot keep it, you must let us know, by midday the day before, or we may charge you for the appointment.

4.11 If you dispute the accuracy of any Energy meter and if it is tested at your request and found to be sufficiently accurate under the Electricity and/or Gas Act(s) you must pay the cost of the test. However if the Energy meter is found to be inaccurate then we may adjust the Charges as appropriate and always in accordance with our Energy supply licence(s) and general legislation.

4.12 If the Address has common Energy services which aren't metered (for example stair lighting) we may estimate the annual amount of Energy used and calculate the Charges accordingly. You'll be required to pay us an appropriate share of those Charges.

4.13 If we suspend, disconnect or reconnect your Energy supply or reposition your meter we may make a reasonable charge.

4.14 If your chosen pricing structure is incompatible with your existing meter, we'll be happy to reprogramme and/or replace your meter for a reasonable charge.

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

4.16 We may vary the above charges at any time subject to clause 9 (variations).

4.17 We may transfer your payment instructions and bank account details amongst our trading names.

5. Security Deposit / Prepayment meter for Energy

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

- (a) you don't meet our credit criteria;
- (b) you fail to pay or are late in paying the Charges; or
- (c) as a result of your conduct.

If you don't provide a security deposit and it is not safe and/or practical to install a prepayment meter(s) we may disconnect your supply and recover any costs reasonably incurred.

5.2 In addition to any rights we may have under this Agreement, any security deposit held may be used to offset any unpaid monies due to us.

5.3 If you use a prepayment meter, it is your responsibility to look after the key and/or plastic card or other device for payment, keeping it clean, safe and free from damage. We may charge for replacements.

6. Termination

6.1 The supply of Energy to the Address will be terminated:

(a) on the day requested, so long as you've given us at least 28 days written notice, provided that:

- (i) on the day of termination, either another supplier has started to supply Energy to the Address or the Address has been disconnected; and
- (ii) if we agree that no monies remain outstanding for longer than 28 days (where we sent you a bill before you gave notice); or

(b) on the date you no longer own or occupy the Address, provided you give us at least 2 working days' prior written notice. Otherwise it will terminate on the first to occur of:

- (i) the second working day after you've given us written notice; or
- (ii) the date that Energy is supplied to the Address under a contract or a deemed contract with someone else.

6.2 If you don't give the necessary notice under clause 6.1

you'll remain liable for all monies due under this Agreement until the date of termination.

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

- (i) you're in material breach of this Agreement; or
 - (ii) we've been unable to install a prepayment meter and you haven't paid a security deposit when requested; or
 - (iii) we give you 28 days' notice of our intention to terminate this Agreement
 - (iv) we've good reason to believe that information you've given us is false or misleading; or
 - (v) you're the subject of insolvency or bankruptcy proceedings; or
 - (vi) our agreement with our Electricity Distributor is terminated; or
 - (vii) if our agreement with Marks and Spencer plc is terminated (in this circumstance, we will offer you an alternative product)
- (b) If we end this Agreement pursuant to clause 6.2(a) (i), (ii), (iii), (iv), (v) or (vi) inclusive above we'll recover our reasonable charges incurred in discontinuing the supply.

6.3 This Agreement shall terminate immediately if Ofgem directs another Energy supplier to supply the Address.

6.4 If either we or you fail to fulfil any obligations under this Agreement (other than payment obligations) because of an event or circumstance outside its reasonable control, that failure will not be a breach of this Agreement for the duration of that event or circumstance.

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

7. Transfer of Information/Charges

You agree that we may transfer any outstanding charges, credit and information (including, but not limited to, bank account details and payment instructions) in connection with your Energy supply(s)

- (a) from a previous supplier to us;
- (b) by us to a subsequent supplier;
- (c) for dual fuel customers, between SSE Energy Supply Limited and Southern Electric Gas Limited; and
- (d) amongst trading names of SSE Energy Supply Limited.

We'll be entitled to recover the outstanding charges and any reasonable costs of doing so.

8. Assignment

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

8.2 We may, without your agreement, assign or transfer all or any part of our rights and subcontract any of our obligations under this Agreement to a party who holds the necessary authorisation(s). Your rights under Clause 6.1 (a) won't be affected.

8.3 On assignment or transfer, we may hand over your security deposit and any interest to the party mentioned in Clause 8.1.

9. Variation

9.1 We can vary the terms and conditions for the supply of Energy (including price) in this Agreement. If we vary the terms or conditions to your significant disadvantage, we'll publicise the variation in accordance with our Energy supply licence(s).

10. Enforcement of Rights

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

10.2 If this Agreement is found to be unenforceable in whole or in part by any court of law or other regulatory or competent body, this will not affect any other part of this Agreement.

11. Limitation of Liability

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

11.2 We'll only be liable for loss or damage which is a reasonably foreseeable consequence of our breach of this Agreement up to a maximum liability of £100,000 in any calendar year. Neither you or us will be liable to the other for any loss or damage which is indirect, consequential, economic or financial including loss of profit, revenue, goodwill, business, contract or wasted expenses.

12. Notices

12.1 Notices required under this Agreement will be in writing and delivered by hand, sent by post or by e-mail. We'll send notices to your billing address. We'll assume you've received the notice 2 working days after we've sent it unless we receive evidence to the contrary. You must send notice(s) for electricity and gas by post to: Sales Processing and Registration, SSE Energy Supply Limited, Grampian House, 200 Dunkeld Road, Perth, PH1 3GH.

13. Use of Personal Information

13.1 Information you provide to us or that we hold about you may be used by us, our employees and/or our agents, including companies within our group for the purposes specified in the M&S Energy privacy policy (available at mandsenergy.com, including:

(a) to identify you when you call;

(b) to help detection and prevention of crime, fraud or loss and to assist in debt recovery;

(c) to help with the administration of your account, services and products; and

(d) with your consent, to contact you by post, phone (including by automated calling units), fax, e-mail and SMS with information about other services and products offered by us and/or our carefully selected partners.

13.2 Your personal information will be shared between us and our third party data processors (including your Electricity Distributor) who provide services in relation to this Agreement in order to fulfil our obligations.

13.3 We will pass your personal information to Marks and Spencer plc who will use it for the purposes specified in the Marks and Spencer privacy policy available on the Marks and Spencer website at www.marksandspencer.com, which may include contacting you by post and phone with information about other services and products offered by M&S.

13.4 We may carry out credit and fraud prevention checks with licensed credit reference and fraud prevention agencies and they will retain a copy of the search. Information from your application and payment details of your account may be recorded by these agencies and may be shared with other organisations to help make credit and insurance decisions about you and members of your household and for debt collection and fraud prevention purposes.

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

14. Governing Law

14.1 If the Address is in Scotland this Agreement shall be governed by Scots Law. Any disputes arising shall be dealt with by the Scottish Courts.

14.2 If the Address is in England or Wales this Agreement shall be governed by the Laws of England and Wales. Any disputes arising shall be dealt with by the English Courts.

15. Emergencies and Safety - Gas

15.1 If you suspect or are aware of a gas leak you must immediately call the Gas Emergency Number (0800 111 999). You'll find this number printed on all accounts and/or statements.

15.2 We can discontinue or restrict the supply of gas to you in the event of an emergency, a safety issue or as a result of legal or regulatory requirement, and you'll stop using or restrict the use of gas upon our or the relevant Gas Transporter's instruction.

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

16. Emergencies and Safety - Electricity

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

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

(b) affects or is likely to affect the maintenance of the security, availability and quality of service of the electricity distribution network.

Contact details are printed on all statements and bills.

17. National Terms of Connection

We are acting on behalf of your Electricity Distributor to make an agreement with you. The agreement is that you and your Electricity Distributor both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that you enter into this contract and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which your Electricity Distributor delivers electricity to, or accepts electricity from, your home or business. If you want a copy of the NTC or have any questions about it, please write to:

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