



# *Terms & Conditions*

M&S ENERGY 12 MONTH FIXED

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# *M&S Energy General Terms & Conditions*

1. Electricity and gas prices are supplied for domestic purposes only at standard rates;
2. M&S Energy is available on a Dual Fuel, Electric only or Electric with Heat (General Domestic, Economy 7, Economy 10, THTC and Superdeal) basis for Standing Charge customers;
3. Only Direct Debit and quarterly credit payment methods apply;
4. In the event a Pay As You Go meter is to be installed in your Property, then you will no longer be eligible to be supplied under M&S Energy. We will transfer you from your existing M&S Energy tariff onto SSE's Standard tariff;
5. No minimum term or exit penalties apply to M&S Energy, unless specified in additional M&S Energy tariff Terms & Conditions;
6. Customers agree to receive regular M&S Energy information on energy efficiency, environmental updates and offers on energy and energy services;
7. M&S Energy is not available in conjunction with other domestic energy products. (These M&S Energy General Terms & Conditions are in addition to M&S Energy Supply Terms & Conditions for electricity and/or gas for domestic customers and shall apply for as long as you're on the M&S Energy tariff. Termination of the M&S Energy tariff, by either you or us, will not affect the validity of any M&S vouchers you've been provided with prior to the date of termination);
8. The definitions and explanations in section 1 of the M&S Energy Supply Terms & Conditions for electricity and/or gas will also apply to these Conditions;
9. SSE Energy Supply Limited, (trading as SSE, SSE Southern Electric, SSE Scottish Hydro and SSE SWALEC) reserves the right to change M&S Energy offers, and/or Terms & Conditions at any time;
10. M&S Energy is unavailable in the Channel Islands, Isle of Man, Northern Ireland and Ireland.

# M&S Energy Supply

## Terms & Conditions

### General terms & conditions for the supply of electricity and/or gas

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

These are the General Terms and Conditions for the Supply of Electricity and/or Gas by SSE Energy Supply Limited (in relation to electricity) and Southern Electric Gas Limited (in relation to gas) (trading as "SSE" "SSE Scottish Hydro", "SSE Southern Electric", or "SSE SWALEC") to domestic premises.

Please read the terms and conditions carefully so that you fully understand your commitments and our responsibilities.

## 1. DEFINITIONS AND EXPLANATION

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

**"Accredited Feed In Tariff Installation"** means an Eligible Installation which Ofgem has determined is suitable for participation in the Feed-in Tariff scheme and has been entered onto the Central FIT Register;

**"Charges"** means the price we charge for the supply of Energy, as calculated in accordance with the Price List, metering charges, and any additional charges incurred under clause 5.8, including where applicable any Green Deal Charges;

**"Contract"** means (i) the application you have either signed, agreed on the telephone or completed online; (ii) these terms and conditions as updated from time to time and published on the M&S Energy Website under /terms-and-conditions; (iii) any Price List; and (iv) any offer terms which we have confirmed apply to you;

**"Customer Service Telephone Number"** means 0345 026 7056;

**"Debt"** means any Charges that remain outstanding 28 days after demand for payment;

**"Deemed Contract"** means a contract which is deemed to have automatically been formed when we supply gas or electricity to your property where you have not actively agreed to a new supply of gas and/or electricity from us;

**"E-account"** means your online account for Energy;

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

**"Energy"** means gas and/or electricity;

**"Equipment"** means the meters, pipes, electrical plant, electric lines, smart energy monitor, and all other apparatus that we own at the Property to deliver, measure and control Energy;

**"Evergreen"** means a contract for a tariff with variable prices, which continues on a rolling basis until it is cancelled by either you or us in accordance with clause 10;

**"Exceptions"** means the conditions set out in Standard Licence Condition 14A.2 of our Licences, which are: (i) if your previous supplier has prevented us from taking over the supply; (ii) if a supply exemption holder has prevented us from taking over the supply; (iii) after taking reasonable steps, we do not have all the information we need from you to take over the supply, or the information we have from you is incorrect, and we cannot readily obtain that information from another source; or (iv) we are prevented from taking over the supply due to any circumstances which are outside of our control despite taking reasonable steps to resolve

them; and (v) you are taking a supply through an exempt distribution system but we are unable to start supplying you with Energy because (a) the relevant physical connection has not yet been made; or (b) the relevant metering arrangement required for access is not yet in place;

**“Feed-in Tariff Payments”** means payments for Generation and/or Export;

**“Gas Transporter”** means the licensed operator of the transportation network through which gas is transported to you;

**“Green Deal Arrangements 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 installments 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;

**“Guaranteed Standards”** means the standards of service level to be provided by us; details of which can be found on the M&S Energy Website under /regulatory-information or by calling M&S Energy on the Customer Service Telephone Number;

**“Licences”** means the licences that Ofgem gives us to supply gas and/or electricity details of which can be found at [www.ofgem.gov.uk/LICENSING/WORK/Pages/licence-conditions-consolidated.aspx](http://www.ofgem.gov.uk/LICENSING/WORK/Pages/licence-conditions-consolidated.aspx);

**“M&S Energy Website”** means [www.mandsenergy.com](http://www.mandsenergy.com);

**“Ofgem”** means the Office of Gas and Electricity Markets (or any other organisation that replaces it);

**“Our” / “We” / “Us”** means SSE Energy Supply Limited for electricity and Southern Electric Gas Limited for gas and/or our permitted successors and/or assignees;

**“Pay As You Go meter”** means a prepayment meter which is where you pay for your electricity or gas in advance;

**“Price List”** means the details of our current prices, as amended from time to time, which you can find (a) by entering your postcode, fuel needed and payment option on the M&S Energy Website or (b) by calling M&S Energy on the Customer Service Telephone Number, or (c) on your confirmation of contract once you have signed up to this Agreement, or (d) on your bill;

**“Property”** means the property(ies) you have asked us to supply Energy to under this Contract, including where applicable the Green Deal Premises;

**“Relevant Product”** means a free gift, vouchers or reward points that will be received at a point in time;

**“Security Deposit”** means an amount of money you must pay to us before we supply Energy to you (and which we hold as a deposit);

**“Send”** means the sending of a document(s) by either post or e-mail (where applicable) unless otherwise stated;

**“Smart Meter”** means a meter which tells us how much Energy you are using without us having to visit your home and which enables you to see how much Energy you are using;

**“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;

**“SSE Website”** means each of the following: (i) if you live in the south of England then [www.southern-electric.co.uk](http://www.southern-electric.co.uk) is likely to be the most appropriate to you; (ii) if you live in the north of England then [www.sse.co.uk](http://www.sse.co.uk) is likely to be the most appropriate to you; (iii) if you live in Scotland then [www.hydro.co.uk](http://www.hydro.co.uk) is likely to be the most appropriate to you; and (iv) if you live in the south of England then [www.swalec.co.uk](http://www.swalec.co.uk) is likely to be the most appropriate to you;

**“Supply Start Date”** means the date(s) specified in clause 2.8;

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

**“You”** means you, the customer with whom we have entered into this Contract and other persons at the Property whose usage of Energy you shall be responsible for and where applicable, the person responsible for paying Green Deal Charges in respect of the Property;

**“Working Days”** means a day (other than Saturday or Sunday or a public holiday) on which banks are open for general business in London.

- 1.2. The headings in this Contract are for your guidance only so does not affect the interpretation.

## 2. THIS CONTRACT

- 2.1. This Contract is between you and SSE Energy Supply Limited for electricity and/or Southern Electric Gas Limited for gas for M&S Energy. SSE Energy Supply Limited is a company registered in England & Wales No. 03757502 and Southern Electric Gas Limited is a company registered in England & Wales No. 02716495, both members of the SSE Group. The Registered Office of SSE Energy Supply Limited and Southern Electric Gas Limited is 55 Vastern Road, Reading, Berkshire RG1 8BU.
- 2.2. You can contact us by contacting us on the Customer Services Telephone Number. Our VAT number is 553 7696 03.
- 2.3. Please read these terms carefully. These terms tell you who we are, how we will provide Energy to you, how you and we may change or end the Contract, what to do if there is a problem and other important information.
- 2.4. By entering into this Contract, you agree that the Property is used only or mainly for domestic purposes.
- 2.5. Clauses 1 to 22 inclusive apply to all customers. The additional terms and conditions set out in clause 23 may apply depending on if you have a Smart Meter at your Property, or if you have a Green Deal Plan at your Property. We may agree extra terms and conditions with you from time to time, which will apply depending on the tariff you have chosen, for example if we agree to fix your prices for a period of time. Please refer to your confirmation of contract to find out details of these extra terms and conditions. If these extra terms and conditions do apply to you and you do not change to another tariff before the current tariff ends, or the tariff is withdrawn then you will be automatically moved onto our cheapest prevailing Evergreen prices at that time.
- 2.6. You confirm that the Property is connected to mains gas and/or electricity.
- 2.7. Your Contract with us will start if any of the following apply (subject to your right to cancel in accordance with 4.1):

- a) when you correctly fill in the form that we give you and we receive this form;
- b) when we agree over the phone to supply you;
- c) when you sign your Contract in the presence of one of our representatives; or
- d) for website applications, once you have clicked to agree that you accept these terms and conditions.

2.8. We will start to supply the Property from the date we tell you, which will be within 21 days from the day after your right to cancel the Contract ends as set out in clause 4. However, we do not have to take over the supply within that 21 day period if:

- a) you ask for the transfer to take place at a later date;
- b) you have not given us a Security Deposit when asked;
- c) you tell us within the cancellation period that you no longer want us to transfer your supply; or
- d) one of the Exceptions applies.

2.9. If clause, 2.8.b), 2.8.c), 2.8.d) applies then this Contract will immediately end.

### 3. ENERGY

3.1. If we take over the supply of Energy, you agree to:

- a) allow us to cancel your existing agreement(s) with your current supplier(s) 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, including whether a Smart Meter is installed at your Property and if there is, to obtain information about the specification and functionality of that Smart Meter;
- c) your current supplier transferring to us the right to collect any Debt you owe to that supplier (in the event we are obliged to or elect to); and
- d) give us Energy meter readings at the Supply Start Date or allow us to obtain one.

3.2. The service levels we are obliged to meet and the compensation arrangements which apply if these contracted quality service levels are not met are set out in our Guaranteed Standards.

### 4. YOUR RIGHT TO CANCEL

4.1. You can cancel this Contract within 14 calendar days from the day you receive your confirmation of contract which we will send to you after your Contract has started in accordance with clause 2.7.

4.2. If we currently supply the Property with Energy and you do choose to cancel, we will continue to supply and bill you for your Energy usage under our Deemed Contract terms and conditions, which are available upon request, until you arrange for a new supplier(s) to supply the Property.

4.3. To cancel, simply let us know by any means of communication. You can write to us at M&S Energy, 200 Dunkeld Road, Perth PH1 3GH. If it's easier, you can phone M&S Energy on the Customer Service Telephone Number. You may also use the cancellation form left with you if you signed your application in person.

### 5. PRICE AND CHARGES

5.1. Subject to clause 5.8, our charges for supplying Energy are set out in our Price List.

- a) If you are on a non-time of use tariff then the price you pay for Energy is based on (i) a single unit rate, which is an amount per Unit used; and (ii) a single standing charge which is a fixed amount per day.

- b) If you are on a time of use tariff (which means you pay a different price for the Energy depending on the time of day) then the price you pay for Energy is based on (i) time of use rates; and (ii) a single standing charge which is a fixed amount per day.

You must pay VAT and any other taxes or duties at the applicable rate.

- 5.2. Our Charges may differ depending on how you pay for your Energy and depending on your individual circumstances, we may charge different prices or ask you to pay in a certain way, to pay a Security Deposit, or to use certain meter types (for example a Pay As You Go meter).
- 5.3. Meter readings will normally be assumed to be correct. Where we believe the meter readings are inaccurate or they are not available we will make a reasonable estimate and send you a bill.
- 5.4. If you want your bills to be accurate you should give us meter readings at least quarterly (for example upon receiving an estimated bill). Please visit the M&S Energy Website and log into your account at /my-energy-account/ or contact our Meterline on 0345 071 7936 to give us this information. If you give us a meter reading, we will take all reasonable steps to reflect this in your next bill or statement. However, if we do not think your meter reading is reasonably accurate, we will take all reasonable steps to contact you to get a new meter reading.
- 5.5. We will send regular bills and/or statements which will separately identify the Charges payable, including where applicable any Green Deal Charges. You must pay these in full and part payment will not release you from your obligation to pay any outstanding Charges.
- 5.6. If, for any reason, we have been at fault by either significantly underestimating the amount of Energy you use or by not sending your bills, we will not charge you for any additional Energy you used more than a year before we made you aware of the correct charges.
- 5.7. If you do not provide or you withdraw a direct debit instruction we will bill you quarterly and alter your Charges accordingly.
- 5.8. We may also charge you for our reasonable costs that are not set out in our Price List for the following:
  - a) If any payments are late or any outstanding Charges are transferred to us we may charge you:
    - (i) interest at the rate of 4% per annum above the current Bank of England base rate; and (ii) our reasonable costs of trying to recover overdue payments or Charges (including our reasonable administration costs and the costs that we pay at different stages to ask you to pay us the money you owe, for example, trying to contact you to have you pay the money you owe, if we need to visit your Property, obtain a warrant allowing us to enter your Property, or install a Pay As You Go meter);
  - b) Where you interfere with Equipment or steal Energy you will have to pay our or our agent's reasonable costs for visiting the Property, for any work that we or they carry out in relation to the meter or other Equipment in order to rectify the damage you have caused to the Equipment and for any stolen Energy;
  - c) Replacing any card, key or token that you lose or damage that needs to be replaced;
  - d) The reasonable costs that we are charged for processing your credit card payment, if you choose to pay your bill by credit card;
  - e) 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;
  - f) 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 Act and/or Gas Act(s) as appropriate, you must pay for 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 Licences and general legislation and you will not be charged for the cost of the test;



- g) If the Property has common Energy services which are not metered (for example stair lighting) we may estimate the annual amount of Energy used and calculate the Charges accordingly. You will be required to pay us an appropriate share of those Charges;
- h) If we visit your Property on your request;
- i) If we suspend, disconnect or reconnect your Energy supply either at your request or because of your breach of this Contract or other wrongdoing;
- j) If your chosen pricing structure is incompatible with your existing meter, and we need to reprogramme and/or replace your meter;
- k) If you request a visit to the Property to inspect, read or carry out work on the Equipment but there is no problem with the Equipment, for example, if you ask us to read your meter when we do not have to, or ask us to reposition your meter;
- l) If your meter is not in a suitable position, we can ask you to move the meter to a suitable position. We may charge you for the cost of moving the meter to a suitable position unless it was our fault that the original meter position was not in a suitable position;
- m) If we need to remove your meter for recertification purposes;
- n) If we need to remove/reposition your meter for safety reasons;
- o) If your Property has been built in a residential development and we are being charged for using the Energy network within the development;
- p) If we transfer any outstanding charges, credit and information in connection with your Energy pursuant to clause 11;
- q) If a Direct Debit is dishonoured or cancelled we shall be entitled to pass on to you any third party charges we incur;
- r) If we or our agents have to visit the Property to take a meter reading as you have not provided one when requested;
- s) Our reasonable costs associated with an inspection of your meter (including our reasonable administration costs) and the costs that we pay at different stages to ask you to give us access for example, trying to contact you to arrange an appointment to carry out the meter inspection, if we need to visit your Property, or get a warrant allowing us to enter your Property);
- t) Our reasonable costs (including our reasonable administration costs) associated with (i) obtaining a warrant, for any reason, allowing us to enter your Property (for example where we cannot get access for a gas meter inspection) and (ii) carrying out our rights under that warrant (which may include the costs of getting a dog handler and/or any other essential personnel, enabling the safe execution of the warrant);
- u) If we are allowed to under any energy legislation and/or any regulation (including our Licences or any other agreements, authorisations and codes or procedures that relate to us supplying Energy).

5.9. We may vary the Price List at any time subject to clause 13.

5.10. You must inform us of any change in your circumstances which may affect your Energy consumption including any structural changes to your property. We reserve the right to recover payment for any additional Energy used where you fail to do so.

5.11. We will also charge you any amount that we have to include on your bill (for example, if the Government establishes a scheme for customers to pay for energy-efficiency measures through energy bills).

5.12. If we change our Price List we may use an estimated meter reading on the date the price changes to work out your Charges at the old rate up to the date of the price change, and the new price from the date of the price change (unless you give us an actual meter reading on that date, in which case we will use that to work out your charges).

- 5.13. Up to date information on all of our applicable tariffs can be obtained by calling M&S Energy on the Customer Service Telephone Number.

## 6. SECURITY DEPOSIT / PAY AS YOU GO METER

- 6.1. We can request a Security Deposit from you or replace your meter(s) with a Pay As You Go meter(s) if:
- a) you do not meet our credit criteria;
  - b) you fail to pay or are late in paying the Charges; or
  - c) as a result of your conduct (for example if you steal Energy, or do anything we consider to cause a safety issue).
- 6.2. We will not ask for a Security Deposit if you choose to pay for your Energy through a Pay As You Go meter and it is safe and reasonably practical for you to use a Pay As You Go meter.
- 6.3. If you do not provide a security deposit and it is not safe and/or practical to install a Pay As You Go meter(s) we may disconnect your supply and recover any costs reasonably incurred.
- 6.4. In addition to any rights we may have under this Contract, any Security Deposit held may be used to offset any unpaid monies due to us.
- 6.5. If you use a Pay As You Go 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. You also need to ensure that you have enough credit on your meter. Please read our guidance on Pay As You Go meters for more information, which can be found on the SSE Website under /HelpAndAdvice/RegulatoryInformation.
- 6.6. If you use a Pay As You Go meter which is a Smart Meter installed by another supplier, it may not work correctly when you transfer to us. If this happens we will replace this meter free of charge.

## 7. PAYING YOUR BILL

- 7.1. We will send you bills or statements, based on actual or estimated meter readings. If you are a Pay As You Go customer we will not send you bills, but we will send you a statement showing how much Energy you have used. We will send you that statement once a year. If there is a Green Deal at the Property we will send you a statement every 6 months which will include the following information: (i) that your Property is a Green Deal Premises; (ii) details of your weekly Green Deal Charges; (iii) how your Green Deal Charges are collected through your Pay As You Go meter (if applicable); and (iv) where you can find impartial advice about your Green Deal Plan.
- 7.2. You agree to pay us for the Energy you use and for other Charges which apply under this Contract.
- 7.3. Payment of your bills is due in full on the date shown on your bill. If you pay by Direct Debit, you will pay the amount due at the time specified in your direct debit instruction. If you pay by standing order, you will pay the amount due at the time specified in your standing order instruction.
- 7.4. If you are entering into this Contract together with other people (such as your partner), each person will be jointly and severally liable for any money owed to us. This means we will be entitled to claim all of the money owed from any person who has entered into the Contract.
- 7.5. 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. If we cannot resolve a dispute (which is sometime referred to as reaching a deadlock position), we will send you a letter advising that we have exhausted our internal complaints procedure. At this point, we will start our standard debt collection procedure. The letter will inform you of your rights.
- 7.6. If you pay us without telling us which Charges the payment is for, we will pay the Charges in the order in which they became due. We may also transfer between other contracts or accounts you have with us any money you owe us under this Contract in order to pay off what you owe and it will be up to us to determine how we use your payments to pay off any Debt.

- 7.7. If you are finding it difficult to pay your bill, please contact M&S Energy on the Customer Service Telephone Number to let us know and we can discuss ways that might help you pay your bills and make paying your bills more manageable. We may be able to install a Pay As You Go meter at no additional cost. This will allow you to pay off any Debt over an agreed period of time.
- 7.8. If you cannot pay your bill as agreed under this Contract, we may stop supplying Energy by disconnecting the Property or we may fit a Pay As You Go meter, or we may offer you an instalment plan. If we offer you the instalment plan, this plan will spread the money you owe us over a period of time and at a rate that should be affordable for you. The following conditions will apply to the instalment plan:
- a) You will agree to a payment scheme to pay for your Energy use;
  - b) You can pay off the full amount you owe at any time before the instalment plan ends;
  - c) While you still owe us money under the instalment plan you may not be able to change supplier;
  - d) If you move home, you will have to pay us the full amount you still owe under the instalment plan, unless you ask to transfer the amount over to your new address and you continue to take your supply from us. We will set up a new payment scheme and instalment plan for your new address;
  - e) If you fail to make any payment due under the instalment plan, the plan will automatically end and we may install a Pay As You Go meter instead to help you pay for the Energy you use, and recover any money you still owe us or we may stop supplying Energy by disconnecting the Property).
- 7.9. You agree to pay any outstanding charges you owe us under any previous contracts with us (whether deemed or expressly), or charges you owe your old supplier that are transferred to us, together with any reasonable administration charge that we tell you about.
- 7.10. Where you have chosen to pay for your charges by Direct Debit, your Direct Debit amount will be calculated by dividing the total annual estimate we provided you with by 12, or other amount as agreed by us. If you have opted to pay by monthly Direct Debit and you have chosen to pay less than the recommended amount, you may have a debit balance on your account which you will need to pay.
- 7.11. We may change your payment method if you have any outstanding charges on your gas and/or electricity account(s) and/or do not comply with the terms and conditions relating to that payment method. We will write to you letting you know of the change at least 7 working days before it begins to apply, in accordance with our Licences. If we change your payment method from Direct Debit to quarterly billing then you will no longer benefit from the Direct Debit discount. This means you will pay the equivalent of £40 more per fuel, per year through your standing charge (calculated proportionately on a pence per day basis).

## 8. METERS AND ACCESS TO THE PROPERTY

- 8.1. We may ask you for a meter reading before we start to supply your Energy. If you do not give us a meter reading, you agree to allow us (or one of our agents) to take one. If you do not give us a meter reading and we are unable to take one for whatever reason, we will estimate your meter reading when we start to supply your Energy.
- 8.2. We are not responsible for any faults in a meter or other fitting (including the meter box) that you provide.
- 8.3. You must take reasonable care to make sure that the meter is not damaged or interfered with. If there is any damage, a fault or other problem with the meter, or if you think it has been tampered with, you must tell us straight away.
- 8.4. You are responsible for making sure the Equipment is protected and kept in safe condition, as well as making sure that we are able to access the Equipment at any reasonable time. You must let us know immediately if the Equipment gets interfered with or damaged, or if you have any queries about the meter if you think it is not working properly.
- 8.5. Time of use meters (for time of use tariffs) provide off-peak electricity for a set number of hours each day. The off peak times published are for guidance purposes only and the actual periods when off-peak electricity is available can vary depending on location and the operation of the meter. You should regularly

check the off-peak times on your meter to ensure you benefit from using the off-peak electricity and we recommend you contact us if you need help to check these times.

- 8.6. You will allow us, your Electricity Distributor and/or Gas Transporter, gas shipper or any other person nominated by us, access to the Property, at all reasonable times and at any time in an emergency. This is so we and/or they can inspect, install, operate, calibrate, replace, maintain, repair, renew, remove and/or disconnect Equipment for any purpose under this Contract (including taking readings). This right of access cannot be withdrawn except by court order.

## 9. ABOUT YOUR SUPPLY

- 9.1. We can refuse to supply you under this Contract or we can suspend or disconnect your supply in the following circumstances:
- a) The supplier you want to leave prevents us from supplying your Energy;
  - b) We, the Gas Transporter, the Electricity Distributor or another supplier have suspended or disconnected your supply in accordance with this Contract, and we do not have to reconnect or continue to supply under the terms of our Licences or the Electricity Act and/or Gas Act(s);
  - c) You do not pay our bills when we have already sent you reminders. If we are already supplying the property, we will give you at least seven Working Days' notice before we stop your supply;
  - d) In an emergency;
  - e) Something we have no control over prevents us from supplying you (although we will take reasonable steps to supply or continue to supply you);
  - f) We are told to stop supplying you by Ofgem, the Gas Transporter, or the Electricity Distributor, or we can legally do so under any energy legislation (including our Licences or any other agreements, authorisations and codes or procedures that relate to us supplying Energy);
  - g) If you do not provide a Security Deposit and/or you have refused to have or it is not safe and/or practical to have a Pay As You Go meter installed;
  - h) When we asked, you did not give us satisfactory proof of your identity and all of your previous addresses for the last three years;
  - i) Where your behaviour or conduct is unreasonable; or
  - j) You are in breach of this Contract in a way that is causing us, or is likely to cause us, loss or damage.

## 10. ENDING THIS CONTRACT

- 10.1. This Contract will continue on a rolling basis but will be terminated:
- a) on the day requested, provided that you have given us 28 days' written notice (unless we agree to a shorter notice period) and (i) on the day of termination, either another supplier has started to supply Energy to the Property or the Property has been disconnected; and (ii) you have paid us all the money that you owe us; or
  - b) on the date you no longer own or occupy the Property (provided you do not remain the owner of the Property), provided you give us at least 2 Working Days written notice. Otherwise it will terminate on the first to occur of: (i) the second Working Day after you have given us written notice; or (ii) another owner or occupier receives Energy at the Property under a contract (including under a deemed contract).
- 10.2. If you do not give the necessary notice under clause 10.1 you will remain liable for all monies due under this Contract (including any Green Deal Charges) until the date of termination. If you do not pay any amount that you owe us we can, under the terms of our Licences, stop you switching to another supplier.
- 10.3. We may end this Contract immediately (in whole or in part) or disconnect the supply of Energy by written notice if:

- a) you are in material breach of this Contract (for example if you tamper with your meter); or
  - b) we have been unable to install a Pay As You Go meter and you have not paid a Security Deposit when requested; or
  - c) we give you 28 days' notice of our intention to terminate this Contract; or
  - d) you fail any credit or fraud prevention check or we have good reason to suspect fraud or money laundering or similar activity; or
  - e) we have good reason to believe that information you have given us is false or misleading in a way which results or may result in our suffering material loss or damage or being in breach of the law; or
  - f) you are the subject of insolvency or bankruptcy proceedings or similar proceedings; or
  - g) we no longer have the relevant Licences to supply your Energy; or
  - h) your behaviour or conduct is unreasonable; or
  - i) for any reason at any time prior to the Supply Start Date (and you will be notified in writing if we do so); or
  - j) if our agreement with Marks and Spencer plc is terminated (in this circumstance, we will offer you an alternative product).
- 10.4. If we end this Contract under clause 10.3.a), 10.3.b) or 10.3.e) we can recover from you our reasonable charges for discontinuing the supply.
- 10.5. If we end this Contract under clause 10.3.c) we will continue to supply and bill you for your Energy usage until you arrange for a new supplier(s) to supply the Property.
- 10.6. This Contract shall terminate immediately if Ofgem directs another Energy supplier to supply the Property.
- 10.7. If either we or you fail to fulfil any obligations under this Contract (other than payment obligations) because of an event or circumstance outside our or your reasonable control, that failure will not be a breach of this Contract for the duration of that event or circumstance.
- 10.8. We may also ask you for a meter reading when you end this Contract. If you do not give us an accurate meter reading at that time, you may have to pay the difference between the meter reading on which we based the final bill or the final estimated bill and the next meter reading.
- 10.9. If you were supplied by us on a fixed term contract at your Property then you will be given separate terms and conditions which will apply to you in addition to these terms and conditions, except for clause 10.1.a) which won't apply to you.
- 10.10. If you move to a new Property and would like us to continue supplying your Energy at that new Property, then your current Contract with us will end, and we will start a new Contract with you in respect of your new Property unless we agree to let you transfer your Contract to your new Property. If this happens, then your charges may differ due to certain factors for example your geographical location or meter type.
- 10.11. The termination of this Contract will not affect the rights and obligations of either party existing before such termination.
- 10.12. If you terminate this Contract, you are not required to pay back or return the Relevant Product which you have already received.
- 10.13. If you have chosen to terminate this Contract before receiving a Relevant Product (which you would have been entitled to receive had you continued with your Contract), then you will receive either (1) the Relevant Product or (2) a compensation payment. If the Relevant Product is an ongoing service plan and you terminate the Contract then you will also terminate this ongoing service plan. You will not receive a payment/service in lieu of the service plan.

## 11. TRANSFER OF INFORMATION/CHARGES

You agree that we may transfer any outstanding charges, credit and information in connection with your Energy:

- a) from a previous supplier to us;
- b) from us to a new supplier;
- c) between SSE Energy Supply Limited and Southern Electric Gas Limited;
- d) in accordance with any relevant legislation and/or regulation and we will be entitled to recover any outstanding Charges and any reasonable costs of doing so.

## 12. ASSIGNMENT

- 12.1. This Contract is personal to you and you may only transfer it to someone else with our written agreement.
- 12.2. We may, without your agreement, assign or transfer all or any part of our obligations and subcontract any of our obligations under this Contract to a party who holds the necessary authorisation(s). Your rights under this agreement will not be affected.
- 12.3. On assignment or transfer, we may hand over your Security Deposit and any interest to the party mentioned in clause 12.2.

## 13. VARIATION OF THIS CONTRACT

- 13.1. We can update this Contract at any time and we will make these updates available online on the M&S Energy Website under /terms-and-conditions/. If you don't have access to the internet or you would like a paper copy then please call us on the Customer Service Telephone Number and we will send you the latest version. If you are not happy with any of the changes then you can end this Contract, taking the steps in clause 10.1.a).
- 13.2. If we vary this Contract to your disadvantage (including where we increase our prices), then we will write to you letting you know of the variation at least 30 days before they begin to apply, in accordance with our Licences. The change will not affect you if you tell us that you want to end this Contract, taking the steps in clause 10.1.a) before the change takes effect and you have:
  - a) entered into a new contract with us no later than 20 working days from the day after the change becomes effective; or
  - b) arranged to go to another supplier and the new supplier tells us about this, no later than 20 working days from the day after the change becomes effective. The new supplier has to begin supplying your gas and/or electricity within a reasonable period of time after telling us.

Otherwise the variation will apply commencing on the notified date.

If you transfer to a new supplier, we may object to the transfer if you have not paid any Debt that you owe us under this Contract. If do not pay the Debt within 30 working days from the day we have told you that we are going to object to the transfer, then the any changes notified to you in accordance with clause 13.2 will be effective.

- 13.3. If your price increase is due to a change in the way you pay us (for example, if you no longer pay by Direct Debit) then clause 13.4 won't apply to you.
- 13.4. In addition to our right to vary this Contract (in accordance with this clause 13 ), we can mutually agree changes to the Contract with you. These changes can be requested by either you or us but they must be mutually agreed by both you and us. If the change (whether requested by you or us) puts you at a disadvantage, we'll send you a written notice of the effect of the change. We will require your express agreement before we make the change. If we tell you about a change we'd like to agree and we don't hear back from you within a reasonable period, then we won't make the change. All mutually agreed changes to this Contract will be confirmed in writing within 5 working days of the change being agreed.

- 13.5. We can change the names or Property on your account with your permission, for example if a new person becomes jointly responsible with you under this Contract.
- 13.6. We may need to vary this Contract to meet legal and regulatory requirements and you agree to us doing this.
- 13.7. We may need to vary this Contract, including the price for the supply of gas, if the Property is connected to an independent gas transporter's network.

## 14. ENFORCEMENT OF RIGHTS

- 14.1. We can enforce any rights and obligations under this Contract even if there is a delay in doing so.
- 14.2. If this Contract is found to be unenforceable in part by any court of law or other regulatory or competent body, this will not affect any other part of this Contract.

## 15. INFORMATION ABOUT THE SERVICES WE PROVIDE AND OUR COMPLAINTS PROCEDURE

- 15.1. We guarantee certain standards relating to appointments we make with you and metering problems you may have. You can find details of these Guaranteed Standards and what we will pay you if we do not meet them on the M&S Energy Website under /regulatory-information.
- 15.2. It's easy to get independent advice so that you 'know your rights' as an energy consumer. You might want to get a better deal, find out how to make a complaint, get advice about the quality of your electricity or gas supply, or ask for help if you're struggling to pay your bills. To 'know your rights' visit [www.adviceguide.org.uk](http://www.adviceguide.org.uk) for up to date information or contact the Citizens Advice consumer service, which is a free and independent service, on 03454 04 05 06.
- 15.3. If you would like to find out details of the breakdown of the source of electricity supplied to your home, you can find this on the M&S Energy Website under /regulatory-information.
- 15.4. If there is a complaint in relation to the terms and conditions and/or supply of Energy please call M&S Energy on the Customer Service Telephone Number. If our adviser cannot help, please ask for a manager. If you remain unhappy, write to Head of Customer Service Team, M&S Energy, PO Box 7506, Perth PH1 3QR or send an email to [headofcustomerservice@mandsenergy.com](mailto:headofcustomerservice@mandsenergy.com)
- 15.5. If you are still unsatisfied, or if 6 weeks have passed since you first registered your complaint you can contact the Ombudsman Services: Energy who are a free and independent body approved by Ofgem to investigate complaints and whose decision we are bound by on 0330 440 1624 or [www.ombudsman-services.org/energy](http://www.ombudsman-services.org/energy)
- 15.6. We are a Mandatory Feed-in Tariff Licensee and as a result we are obliged to accept a request for Feed-in Tariff Payments from you if you own an Accredited Feed-in Tariff Installation. For further information please visit [www.sse.co.uk/BeingGreen/FeedInTariff/](http://www.sse.co.uk/BeingGreen/FeedInTariff/)

## 16. LIMITATION OF LIABILITY

- 16.1. We do not limit or exclude liability for death or personal injury caused by our negligent acts or omissions.
- 16.2. If you suffer any loss or damage, our responsibility to you will be limited to a maximum liability of £100,000 in any calendar year.
- 16.3. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with this Contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 16.4. We are not responsible for any business losses.

- 16.5. If the Gas Transporter or the Electricity Distributor causes you any loss or damage, we will only be legally responsible to you for the amount we are entitled to recover from the Gas Transporter or the Electricity Distributor (or both) on your behalf.

## 17. NOTICES

Notices under this Contract will be in writing and delivered by hand, sent by post or by e-mail. We will send notices to your billing address or by e-mail (to the latest e-mail address that you provided). We will assume you have received the notice 2 working days after we have sent it unless we receive evidence to the contrary. You must send notice(s) to us by post to: M&S Energy, 4 Penner Road, Havant, Hampshire, PO9 1QH.

## 18. USE OF PERSONAL INFORMATION

This section explains how we use the information we collect about you when you buy Energy from us under this Contract. We will tell you if we significantly change the information we ask for or the way we use it.

### **How We Collect Information**

- 18.1. We may collect information about you when you use our website; correspond with us by phone, letter, email, SMS or otherwise; or in the course of providing you with services or products. We may receive information about you from third parties, such as Credit Reference Agencies and other energy suppliers.
- 18.2. Information we collect includes, but is not limited to, name, postal address, phone numbers, e-mail addresses, date of birth, financial information (including bank account details), credit history, and information about use of our services/products, personal requirements and lifestyle.

### **How We Use Your Personal Information**

- 18.3. We, our employees and/or our agents, and companies within the SSE Group, may use your information to:
- a) provide you with online services;
  - b) identify you;
  - c) detect and prevent crime, fraud or loss;
  - d) contact you or authorised third parties to administer any accounts, services or products. If you provide us with an email address we may use it to send contract fulfilment and other account or services related information;
  - e) contact you to collect feedback, for example through surveys or questionnaires;
  - f) train our staff and improve our services or products;
  - g) conduct, and contact you in relation to, market research which may include analysis of information not limited to energy usage, aspects of your lifestyle, and payment history;
  - h) identify offers and energy or payment advice tailored to your needs.
- 18.4. If you have a Smart Meter clause 23 provides more details on how we may use information collected by Smart Meters. You may also find our Data Privacy Charter useful (available the M&S Energy Website under /regulatory-information).
- 18.5. If you are a Green Deal Customer you will find out more about how we use your information in our Green Deal Privacy Charter (available on the M&S Energy Website under /regulatory-information).

### **Marketing**

- 18.6. Unless you ask us not to, we may contact you in writing, by phone and (where you have consented) via email or SMS, with information on products and services that we, other companies within the SSE group, and occasionally our carefully selected partners offer. We may use third parties to send marketing communications.



- 18.7. You may opt out at any time from receiving marketing messages by contacting us and providing your account details.

### **Sharing**

- 18.8. We may share your information with third parties including:
- a) companies that provide, review and/or receive services in relation to our website or our services or products;
  - b) regulators or legally appointed bodies, such as Ofgem, for regulatory or legal purposes;
  - c) the relevant gas transporter, metering agents or network operators;
  - d) where appropriate, individuals such as family members or cohabitants, previous tenants, landlords, or organisations such as letting agents, who/which may require, or provide, information about you or your premises or who introduced you to SSE;
  - e) if you join from another energy supplier or leave us, we may share your information with the other supplier to assist the switching process including, for example, energy usage and whether there is a Debt;
  - f) organisations involved in the prevention or detection of crime or collection of taxes or similar impositions. If we have a reasonable suspicion an offence is being, or has been, committed we will investigate and may record information on your account and share the information with relevant third parties (such as the Police);
  - g) relevant gas transporters, metering agents and/or network operators;
  - h) if you fail to make payments we may share information with debt collection and tracing agents;
  - i) authorised third parties or named account holders on any account you hold with us.
- 18.9. 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 M&S Energy Website at [www.marksandspencer.com](http://www.marksandspencer.com), which may include contacting you by post and phone with information about other services and products offered by M&S.

### **Theft of Energy**

- 18.10. To help us identify fraud and energy theft, we will give details of your account to fraud prevention agencies which will use the information to check public and other databases they hold and may provide information to us to help identify fraud and energy theft. Checks will be performed on a regular basis whilst you hold an account with us.
- 18.11. If we suspect or can confirm theft of energy has occurred, a record will be kept by fraud prevention agencies which may include sensitive information about alleged criminal offences. The fraud prevention agencies may provide the information to other energy companies to help identify fraud and detect energy theft but only in limited circumstances where you have an account with them. Where theft has been identified, your account terms may change, but we will notify you separately if this is the case.

### **Your Welfare and the Welfare of Other Householders**

- 18.12. If we believe you (or a member of your household) need extra care (for example, due to age, health, disability or financial circumstances), we may record and use this information so that we do not stop your supply, and to respond appropriately during a major incident or emergency situation. We may share this information with individuals and organisations not limited to:
- a) social services, charities, health-care and other support organisations;
  - b) other energy suppliers if we believe you are considering changing supplier as part of the Energy Retail Association 'safety net procedures';

- c) the relevant gas transporter, metering agents or network operator;
- d) other relevant organisations, such as emergency responders or local authorities, which may be able to provide support.

#### **Credit Reference Agencies**

- 18.13. We may carry out credit and fraud prevention checks with licensed credit reference and fraud prevention agencies and they'll retain a copy of the search. Information from your application and payment details of your account may be recorded by these agencies and may be shared with other organisations to help make credit and insurance decisions about you and members of your household and for debt collection and fraud prevention purposes. If you have a spouse or financial associate the agencies may link information about you to those individuals.

#### **Recording of Communications**

- 18.14. We may monitor and record any communications, including phone conversations, emails, SMSs and web chats, to ensure that we provide a good service, meet our regulatory and legal responsibilities, and to train our staff.

## **19. GOVERNING LAW**

- 19.1. The laws of England and Wales or Scotland apply to this Contract depending on where your property is.
- 19.2. Where the Property is in Scotland, any disputes arising shall be dealt with by the Scottish Courts.
- 19.3. Where the Property is in England and Wales, any disputes arising shall be dealt with by the English Courts.

## **20. EMERGENCIES AND SAFETY – GAS**

- 20.1. If you suspect or are aware of a gas leak you must immediately call the Gas Emergency Number (0800 111 999). You will find this number printed on all bills, accounts and/or statements.
- 20.2. 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 requirements, and you will stop using or restrict the use of gas if we or the relevant Gas Transporter instruct you to.
- 20.3. You must not misuse your supply of gas so it becomes a health and safety risk or is likely to damage people or property.

## **21. EMERGENCIES AND SAFETY – ELECTRICITY**

You must tell your Electricity Distributor immediately if you are 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.

## **22. CONNECTIONS AND NATIONAL TERMS OF CONNECTION**

- 22.1. If we supply you with electricity under this Contract, you are also entering into a standard connection agreement for your electricity with your local Electricity Distributor. There is no similar agreement for gas.
- 22.2. We are acting on behalf of your Electricity Distributor to make the 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 Property. If you want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 52 Horseferry Road, London, SW1P, or phone 0207 706 5137, or see the website at [www.connectionterms.co.uk](http://www.connectionterms.co.uk)

- 22.3. If you require an electricity and/or gas supply connection to your Property you will need to contact your Electricity Distributor or Gas Transporter (or both) for your area.

## 23. ADDITIONAL TERMS & CONDITIONS

- 23.1. The additional terms and conditions set out in this clause may apply depending on if you have a Smart Meter at your Property, or if you have a Green Deal Plan at your Property.
- 23.2. These additional terms and conditions are additional to the other terms and conditions in this Contract. If there is any inconsistency or conflict between these additional terms and conditions and the other terms and conditions in this Contract, then these additional terms and conditions will take priority.
- 23.3. (A) TERMS & CONDITIONS for SMART METERS (if applicable)
- a) These terms and conditions are in addition to the General Terms and Conditions of supply and apply to you if there is a Smart Meter at the Property (subject to compatibility with our systems).
  - b) Your bills 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 and for the other purposes set out in clause 23.3. 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 bills.
  - c) We or our agents own any Smart Meter and smart energy monitor we install at all times.
  - d) The smart energy monitor is linked to your Smart Meter and will not work with any other meters. If you move house, you must leave the Smart Meter and the smart energy monitor at the property at which it was installed.
  - e) If we need to make changes to your supply of Energy we may do this using your Smart Meter without having to visit your Property. This may include repairing or updating the Smart Meter, changing your Smart Meter from a credit meter to a Pay As You Go meter or disconnecting your supply (all in accordance with the terms of this Contract).
  - f) The information on the smart energy monitor display unit will provide an indication of the cost of the Energy you are using (excluding VAT) but it may not always match your bill. For example the information on the smart energy monitor may not reflect discounts or charges which are applied to your bill.
  - g) You must let us know immediately if there is any reason why we could not get information from a Smart Meter or if you think it has been tampered with.
  - h) While we supply Energy to you we will collect information about your Energy usage from your Smart Meter monthly. This information will be used in the way described in clause 18.
  - i) In addition to the monthly information we collect, if you have at the Supply Start Date chosen to allow us to collect information about your Energy usage 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.
  - j) If you have not given us your permission to collect this half hourly information from your Smart Meter, you can do so at any time by writing to M&S Energy at M&S Energy, 4 Penner Road, Havant, Hampshire, PO9 1QH or calling the Customer Service Telephone Number and giving your account details.
  - k) If you have provided your consent at the Supply Start Date to allow us to market to you we will contact you in writing or by phone, e-mail or text message with information on energy efficiency, environmental updates and information on services and products we can offer you.

- l) If you later wish to withdraw your permission to stop us collecting half hourly information please write to us at M&S Energy at M&S Energy, 4 Penner Road, Havant, Hampshire, PO9 1QH or call the Customer Service Telephone Number and give your account details. If you wish to continue to receive general information on our products and services please say this when you write to us, otherwise we will assume you do not want to receive any such information.
- m) 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 but we will explain what functions (if any) will be affected before you transfer to us based on the information that we have.
- n) If you subsequently cease to take Energy from us then you may not be able to use all or any of the Smart Meter functions.

**23.4. (B) TERMS & CONDITIONS for GREEN DEAL (if applicable)**

- a) These terms and conditions are in addition to the General Terms and Conditions of supply and apply to you if there is a Green Deal Plan at the Property.
- b) Green Deal Charges are set by the Green Deal Provider and agreed with the original occupier or owner who arranged the Green Deal Plan.
- c) 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).
- d) Your Green Deal Charges will be paid by the same method of payment as your electricity Charges. We will pass these payments, once collected, to your Green Deal Provider (or their nominated recipient).
- e) We will only collect Green Deal Charges from you that become due from the Supply Start 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.
- f) You agree that if you do not pay your bill as agreed under this Contract, any electricity Charges 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 Charges to Green Deal Charge irrespective of your intentions or instructions on how the electricity Charges and Green Deal Charges should be treated or dealt with.
- g) Should you remain the Green Deal Bill Payer after the General 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.
- h) Please be aware that clause 5.6 and 7.5 of the General Terms and Conditions of supply do not apply to the payment of Green Deal Charges.

**23.5. (C) TERMS & CONDITIONS for ONLINE ACCOUNTS (“E-Account(s)”) (if applicable)**

**Accessing our Site**

- a) By (i) registering for an online account(s) (“E-Account(s)”) and/or (ii) using your registered user name and password to access your E-Account(s) and (iii) by registering your gas and/or electricity accounts against your E-Account(s) you consent to all users of your E-Account(s) to make binding decisions against all energy supply accounts that are registered against your E-Account(s).
- b) By logging in to an E-Account(s) you confirm that you are either the E-Account(s) holder or authorised to access the E-Account(s), and you are the energy account holder for all energy accounts that are registered against the E-Account(s) or that you are authorised to access the E-Account(s) and manage all the energy accounts registered and to make binding decisions for all persons registered against the energy accounts.

- c) Where either clauses 23.5a) or 23.5b) apply, you will be deemed to have agreed to the terms and conditions detailed in this clause 23.5.

#### **Your Account and Password**

- d) If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you agree to treat such information as confidential. You agree not to disclose it to any third party.
- e) We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of this clause 23.5 .
- f) If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us by calling the Customer Service Telephone Number or emailing the Customer Service E-mail Address and giving your account details.

#### **Viruses**

- g) We do not guarantee that our site will be secure or free from bugs or viruses.
- h) You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.
- i) You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.
- j) We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

#### **Discount**

- k) You must activate your E-Account in order to benefit from the paperless billing discount, If you do not activate this within a [month] of your supply start date then we may change your billing method from paperless bills to paper bills. If this happens we will write to you to let you know and consequently you will no longer benefit from the paperless billing discount. This means you will pay the equivalent of £6 more per fuel, per year through your standing charge (calculated proportionately on a pence per day basis).

# *M&S Energy 12 Month Fixed Terms & Conditions*

1. These M&S Energy 12 Month Fixed terms and conditions are in addition to the M&S Energy General Terms and Conditions and M&S Energy Supply Terms & Conditions. In the event of a conflict between these Terms & Conditions and M&S Energy General Terms & Conditions or M&S Energy Supply Terms & Conditions, these Terms & Conditions shall prevail. Any terms defined in the M&S Energy General Terms & Conditions and the M&S Energy Supply Terms & Conditions will have the same meaning in these Terms & Conditions.
2. Our prices for the supply of your electricity and gas on the M&S Energy 12 Month Fixed tariff will be fixed for a period of 12 months commencing on your tariff start date. Your tariff start date will be either:
  - (i) the date your supply(ies) switch to us from your existing M&S Energy tariff. Where both your gas and electricity supplies are being transferred, then it will be the later of the two transfer dates; or
  - (ii) the date of the last of your supply(ies) to transfer from your previous supplier(s) to us. Where both your gas and electricity supplies are being transferred, then it will be the later of the two transfer dates.
3. If you have a Pay As You Go meter installed in your property, then you will not be eligible for the M&S Energy 12 Month Fixed tariff.
4. This tariff is available to Dual Fuel, Electricity only and Electric with Heat (Domestic Economy, THTC, Superdeal, Economy 7 and Economy 10) customers who pay by variable monthly Direct Debit or quarterly billing only. For customers who have joined M&S Energy 12 Month Fixed through an internet comparison site, signing up to paperless billing is mandatory.
5. Your M&S Energy 12 Month Fixed tariff will end:
  - (i) 12 months after your tariff start date; or
  - (ii) immediately when you have a meter change completed, change your tariff, or when you change supplier whichever is earliest.

After this date we will switch you to our cheapest standard variable tariff. We will write to you between 49 and 42 days before the end date to inform you of the options available to you and this will include information such as our cheapest tariff at this time based on your estimated annual consumption and your chosen payment method.
6. M&S Energy reserves the right to allow you to continue the M&S Energy 12 Month Fixed tariff if you move home in the event your new property is already supplied by M&S Energy. If you move to a property that we do not supply then you will be on whichever tariff the supplier of that property has in place. You are not required to give any form of notice to leave M&S Energy 12 Month Fixed.
7. If you leave M&S Energy 12 Month Fixed tariff at any time after your tariff start date and more than 49 days before the end of the 12 month period, we reserve the right to apply an exit fee of £30 per fuel. We reserve the right to apply the exit fee to either your electricity or gas account. This termination fee will not be applied if we provide you with notice of any disadvantageous change to your terms and you decide to terminate this tariff as a result or if you move home and you are unable to take your tariff with you. You do not need to give any form of notice to leave M&S Energy 12 Month Fixed tariff.
8. This tariff is not available for use in conjunction with any other offer. We reserve the right to refuse or withdraw the tariff at any time.

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