

Scheme for determining the Terms and Conditions of a Deemed Contract for Supply of Electricity [A large font version of this document is available at our business website www.ssebusinessenergy.co.uk]

WHEREAS: SSE Energy Supply Ltd may supply or may be required to supply electricity to Customers otherwise than in pursuance of a contract therefore SSE Energy Supply Ltd (trading as either "Scottish Hydro", "Southern Electric", "Atlantic", "SWALEC" or "SSE"), pursuant to and in accordance with Schedule 4 to the Utilities Act 2000, HEREBY MAKES A SCHEME AS FOLLOWS which determines terms and conditions to be incorporated into a Deemed Contract for the supply of electricity to such Customers.

Part I. General Provisions of the Scheme

1. Commencement, Scope, and Application

1.1 This Scheme applies to each customer who is supplied with electricity in the following circumstances:

1.1.1 where SSE Energy Supply Ltd is deemed to be the appropriate supplier in accordance with Paragraph 3(2) of Schedule 6 to the Electricity Act 1989, as amended; or

1.1.2 where SSE Energy Supply Ltd supplies electricity to any Relevant Premises otherwise than in pursuance of a contract, and shall continue in effect unless it is terminated in accordance with paragraph 9 of this Scheme.

1.2 SSE Energy Supply Ltd shall be deemed to have contracted with the Customer (or owner of the property if the premises are unoccupied) (i) in the case of paragraph 1.1.1 above from the date that the Customer started to use the supply of electricity or from such date that SSE Energy Supply Ltd began to supply electricity to the Customer (whichever is the earlier); and (ii) in the case of paragraph 1.1.2 above from the time that SSE Energy Supply Ltd began to supply the Customer with electricity or from such date the Customer becomes responsible for the supply of electricity or starts using the electricity (whichever is the earlier) (each the **Contract Start Date**).

1.3 This Scheme comes into effect from the Commencement Date.

1.4 With effect from the Commencement Date

1.4.1 the Interim Deemed Schemes for Supplier of Last Resort shall automatically terminate and any Customers who were, prior to the Commencement Date, being supplied with electricity under interim deemed contracts made in accordance with such schemes shall automatically transfer onto this Deemed Contract; and

1.4.2 any Customers who were being supplied with electricity by SSE Energy Supply Ltd under the Former Tariff Customer Schemes who are no longer supplied under that scheme but do not enter into a contract for the supply of electricity with another electricity supplier including SSE Energy Supply Ltd in respect of such Relevant Premises shall automatically transfer onto this Deemed Contract.

2. Deemed Contract

2.1 With effect from the relevant Contract Start Date, a Customer shall be deemed to have contracted with SSE Energy Supply Ltd for a supply of electricity at the Relevant Premises in accordance with a Deemed Contract which incorporates the Terms and Conditions.

2.2 No collateral agreement between SSE Energy Supply Ltd and a Customer shall have the effect of varying any of the Terms and Conditions unless:

(a) it is expressly contemplated in the Terms and Conditions; and

(b) it is comprised in a written document signed by a duly authorised representative of SSE Energy Supply Ltd.

3. Transitional Provisions

3.1 SSE Energy Supply Ltd shall be entitled to recover any debt owed by a Customer in respect of the period of supply prior to the Contract Start Date (and any costs associated with the recovery of such debt) and any other costs incurred by SSE Energy Supply Ltd in respect of their supplying or being required to supply electricity to a Customer in terms of this Deemed Contract.

3.2 In the event that SSE Energy Supply Ltd has made a payment to a previous electricity Supplier in respect of unpaid charges for electricity supplied to the Relevant Premises then SSE Energy Supply Ltd shall be entitled to recover that payment from the Customer who is now responsible for the supply of electricity to such Relevant Premises, together with any reasonable administration charges incurred by SSE Energy Supply Ltd either by way of lump sum or instalments to be added to the Customer's Bill.

4. Definitions and Interpretation

4.1 In this Scheme, unless the contrary intention appears:

"Authority"	means the Gas and Electricity Markets Authority established under section 1 of the Utilities Act 2000;
"Balancing and Settlement Code"	means the agreement of that name as modified from time to time setting out electricity balancing and settlement arrangements established by the National Grid Company plc (or their successor) pursuant to its transmission licence or such other agreement which replaces or amends this agreement;
"Bill"	means a bill in respect of Charges for electricity supplied by SSE Energy Supply Ltd, and shall include any demand, invoice, statement of account or other instrument by which a Customer is required to pay such Charges;
"Commencement Date"	means 1 October 2001;
"Charges"	means charges due in respect of the supply of electricity to a Customer at the Relevant Premises;
"Credit Method of Payment"	means payment either monthly, quarterly or such other period as SSE Energy Supply Ltd determines;
"Customer"	means a customer to whom this Scheme applies, as stated in paragraph 1.1;
"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 appointed to retrieve, validate, and process meter readings to be forwarded to the Data Aggregator and to include any of their successor and permitted assigns;
"Deemed Contract"	means a contract deemed to be made between SSE Energy Supply Ltd and a Customer by virtue of Schedule 4 of the Utilities Act 2000 to which these terms and conditions apply;
"Distributor"	means either the Electricity Distributor (in England and Wales) or the Network Operator (in Scotland);
"Domestic Customer"	means a Customer supplied at premises which are domestic premises (as defined from time to time in the standard conditions of the Supply Licence);
"Economic Loss"	means any loss of profits, revenues, interest, business goodwill, or commercial, market, or economic opportunity, whether direct or indirect, and whether or not foreseeable;
"Equipment"	means meters, electrical plant, electric lines or other apparatus to deliver, measure and control electricity at the Relevant Premises;
"Former Tariff Customer Schemes"	means the Schemes made by Southern Electric plc, Scottish and Southern Energy plc and South Wales Electricity plc in accordance with paragraph 23 of Schedule 7 to the Utilities Act 2000 which commenced on 1 October 2001;
"Installation"	means the Customer's electrical system connected by a meter to a Distributor's system;
"Interim Deemed Schemes for Supplier of Last Resort"	means the Schemes made by Southern Electric plc, Scottish and Southern Energy plc and South Wales Electricity plc in accordance with SI2000 No 3343 which commenced on 1 March 2001;

"Meter Operator"	has the meaning given to it in the Balancing and Settlement Agreement;
"Micro Business Consumer"	means a "relevant consumer" (in respect of premises other than domestic premises) for the purposes in article 2(1) of The Gas and Electricity Regulated Providers (Redress Scheme) Order 2008 (S.I. 2008/2268) as amended from time to time.
"Network Operator"	Means the company licensed to run the electricity distribution network in the area that delivers electricity to any Relevant Premises;
"non-Domestic Customer"	means a Customer who is not a Domestic Customer;
"Parties"	means SSE Energy Supply Ltd and the Customer, and
"Party"	shall be construed accordingly;
"Pricing Arrangement"	means the prices for electricity supply published by SSE Energy Supply Ltd from time to time and available on request from SSE Energy Supply Ltd;
"Relevant Premises"	means, in relation to any Customer, the premises at which that Customer is supplied with electricity by SSE Energy Supply Ltd;
"Scheme"	means this scheme made pursuant to Schedule 4 to the Utilities Act 2000, as set out fully at Parts I to V hereof;
"Security Deposit"	means a payment made by a Customer to be held as security for charges in relation to the supply of electricity in accordance with the provisions of the Supply Licence;
"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;
"SSE Energy Supply Ltd"	means SSE Energy Supply Ltd, its successors and assigns;
"Tariff Terms"	means a statutory arrangement for the supply of electricity arising under section 16 of the Electricity Act 1989 on prices determined under section 18 of that Act (in each case, prior to any amendment or repeal of such section);
"Terms and Conditions"	means the terms and conditions set out at Parts I to V of this Scheme;
"Working Day"	means a day (other than a Saturday or a Sunday) on which Banks are open for normal banking business in England if the Relevant Premises is in England or Wales, or in Scotland if the Relevant Premises is in Scotland.

4.2 Unless the contrary intention appears, words or expressions used in this Scheme:

(a) which are also used in the Electricity Act 1989 or the Utilities Act 2000 shall have the same meaning as is given in the relevant Act; and

(b) shall be construed as if they were words or expressions in an Act of Parliament to which the provisions of the Interpretation Act 1978 apply.

4.3 References in this Scheme to "he", "his", and "him" in relation to a Customer shall include a reference to the feminine and shall be treated, where the Customer is not a private individual, as including references to "it" and "its" as appropriate.

4.4 Unless the contrary intention appears, references in this Scheme to numbered paragraphs or Parts shall be read as references to the paragraphs or Parts of this Scheme which bear those numbers.

Part II. Terms and Conditions of each Deemed Contract

5. General Obligations

5.1 Until the Deemed Contract is terminated in accordance with paragraph 9, SSE Energy Supply Ltd shall supply the Customer with electricity at the Relevant Premises in accordance with the Deemed Contract.

5.2 The Customer shall pay Charges in respect of the supply of electricity in accordance with the provisions of paragraphs 6.1 to 6.7.

5.3 SSE Energy Supply Ltd may vary any of the Terms and Conditions by a document which refers to this paragraph and is signed by a duly authorised representative of SSE Energy Supply Ltd. Where SSE Energy Supply Ltd varies, in accordance with this paragraph, any of the Terms and Conditions SSE Energy Supply Ltd shall publicise notice of the variation in such a manner as in its opinion will secure adequate publicity for it.

6. Charges and Payment

6.1 The Customer shall, from the Contract Start Date, pay to SSE Energy Supply Ltd the Charges determined in accordance with Part IV and in accordance with the appropriate Pricing Arrangement as determined by SSE Energy Supply Ltd.

6.2 The Customer shall pay the Charges in accordance with the payment method used by the Customer prior to the Contract Start Date. Following the Contract Start Date, SSE Energy Supply Ltd may change the Customer's method of payment and may request a Security Deposit from the Customer in accordance with the provisions of paragraph 7.

6.3 SSE Energy Supply Ltd shall send to the Customer a Bill or statement of account, as appropriate to the Charges and method of payment applying to the Customer.

6.4 6.4.1 If information for charging purposes under the Deemed Contract is not available for whatever reason or is inaccurate, or where the Customer's meter has not been read immediately before the Contract Start Date, SSE Energy Supply Ltd shall be entitled to make a reasonable estimate of Charges and send the Customer an estimated Bill. Appropriate adjustments to a subsequent Bill shall be made by SSE Energy Supply Ltd once all the necessary information has become available.

6.4.2 The Customer must pay Value Added Tax, Fossil Fuel Levy, Climate Change Levy and any other applicable tax or duties at the applicable rate.

6.4.3 SSE Energy Supply Ltd may issue any Bill on the basis of its own meter reading, of a meter reading taken by or for the Customer, or on the basis of an estimate made in accordance with paragraph 6.4.1 above.

6.4.4 Bills issued by SSE Energy Supply Ltd to the Customer shall become due and owing as soon as they are issued and the Customer shall pay each Bill in full promptly but in any event within 14 days of the date of issue (the **Due Date**). If any amount is in genuine dispute then the Customer must pay the amount not in dispute and upon settlement of the disputed sum, an appropriate adjustment will be made accordingly by SSE Energy Supply Ltd to the next Bill.

6.5 If any Bill is not paid in full on or before the Due Date SSE Energy Supply Ltd may charge the Customer a default rate of interest on late payments which is set out in paragraph 18 of 6 Part IV and also may add reasonable charges to the next Bill or statement issued to reflect SSE Energy Supply Ltd's costs in trying to recover any overdue payments.

6.6 If the Customer fails to pay any Bill, SSE Energy Supply Ltd shall be entitled, in addition to its rights under paragraph 6.5, to request a Security Deposit from the Customer or replace his meter(s) with a prepayment meter(s). Replacement with a prepayment meter may result in a change to the Customer's Pricing Arrangement. Where in SSE Energy Supply Ltd's reasonable opinion it is not safe and/or practicable to provide the Customer with a prepayment meter and the Customer does not provide the Security Deposit requested, SSE Energy Supply Ltd may discontinue the supply to the Customer. 6.7 The Customer shall be obliged to pay the Charges until the Deemed Contract is terminated in accordance with the Terms and Conditions.

7. Security Deposits

7.1 SSE Energy Supply Ltd may require a Security Deposit from a non-Domestic Customer if the non-Domestic Customer does not pass our credit checking process:

- (a) before a supply is given; or
- (b) at any time during the period of this Deemed Contract as a result of the non-Domestic Customer's conduct or late payment.

7.2 SSE Energy Supply Ltd may at any time require a Security Deposit from a Domestic Customer if the Domestic Customer does not pass our credit criteria unless:

- (a) the Domestic Customer is prepared to be supplied through a prepayment meter and it is reasonably practicable in all the circumstances (including in particular the risk of loss or damage) for SSE Energy Supply Ltd to provide such a meter; or
- (b) it is unreasonable in all the circumstances to do so.

7.3 SSE Energy Supply Ltd shall be entitled to set off a Security Deposit, and any interest accrued on it, against the Charges:

- (a) which are due and owing to it by the Customer who gave the Security Deposit; and
- (b) which remain unpaid by that Customer 28 days after a Bill was sent to him which included the Charges.

8. Meters and Metering

8.1. Except where paragraph 8.8 applies, any meter installed on the Relevant Premises shall be made available to the Customer by SSE Energy Supply Ltd (to the extent SSE Energy Supply Ltd is able to do so) whether or not it is owned by SSE Energy Supply Ltd in consideration of the payment by the Customer of the Charges.

8.2 The Customer shall ensure, using all reasonable endeavours, that the Equipment is protected and is free from damage and interference and shall notify SSE Energy Supply Ltd immediately if any such damage or interference to the Equipment occurs.

8.3 The Customer shall be responsible for making sure that their Installation is safe and that it will not interfere with the Equipment or electricity supply to other customers. If the Customer's Installation is not in good condition or interferes with the supply to other customers SSE Energy Supply Ltd reserves the right to terminate the supply. In providing a supply, this is not an indication that SSE Energy Supply Ltd accepts that the Customer's Installation is safe. SSE Energy Supply Ltd is not responsible for any loss or damage resulting from any fault in the user's Installation or the use or misuse of electricity.

8.4 If the Customer uses a prepayment meter, it is the Customer's responsibility to ensure that sufficient credit is purchased and the Customer shall take all reasonable steps to retain and look after the key and/or plastic card or other device, keeping it clean, safe and free from damage.

8.5 If the Customer agrees an appointment with SSE Energy Supply Ltd and cannot keep it then the Customer will be required to inform SSE Energy Supply Ltd in so far as reasonably practicable not later than midday the day before and where the Customer has failed to give such reasonable notice the Customer may be charged in accordance with Part IV paragraph 17.1(iii).

8.6 The Customer shall indemnify SSE Energy Supply Ltd against the reasonable costs of replacing or repairing any Equipment which has been damaged or interfered with as a result of any act or omission of the Customer in contravention of paragraph 8.2.

8.7 The Customer shall permit the Distributor or any other person duly authorised by SSE Energy Supply Ltd (including a Meter Operator or a Data Collector), rights of access to the Relevant Premises at all reasonable times, and at any time in the case of an emergency, for any purpose under this Deemed Contract and to inspect, read, install, operate, replace, maintain and renew any Equipment which shall remain in the ownership of the Distributor, SSE Energy Supply Ltd or any third parties, as the case may be.

8.8 The Customer may arrange for any meter at the Relevant Premises to be provided by himself or by any other person, provided that the meter must be of an approved type and installed and maintained by a Meter Operator and provided he obtains the consent of SSE Energy Supply Ltd and agrees to such reasonable additional terms in relation to the provision of the meter as SSE Energy Supply Ltd may propose.

8.9 If the Customer's meter cannot measure or record the supply of electricity as appropriate to the Charges and the method of payment, SSE Energy Supply Ltd shall be entitled to either: charge the Customer a rate compatible with the meter; or where the incompatible meter was provided by the Customer, or where the Customer requests a change to their supply and as a result the meter is no longer compatible, change the meter, at the Customer's request and expense, in which case the Customer will be charged a rate compatible with the new meter.

8.10 If the Customer's electricity usage exceeds 100kW or where a Customer's electricity usage is less than 100kW, and the Customer has opted to have half-hourly metering installed, the provisions of paragraph 15 of Part III shall apply. For the purposes of this paragraph 8.10 a Customer's electricity usage shall be deemed to be in excess of 100kW where the average of the three highest recorded demands for electricity in respect of such Customer in any twelve month period exceeds 100kW or 111kVA or in respect of those Customers whose metering is incapable of recording the Customer's demand for electricity, where the annual consumption exceeds 655,000 units of electricity.

8.11 The Customer may arrange for any meter at the Relevant Premises to be read or operated or any other related activity to be carried out by any other person, provided that he:

- (a) obtains the consent of SSE Energy Supply Ltd;
- (b) agrees to such reasonable additional terms, and enters into (and procures that the other person enters into) any such reasonable additional agreements, as SSE Energy Supply Ltd may propose; and
- (c) indemnifies SSE Energy Supply Ltd against any loss or damage suffered by it in consequence of an act or omission of that person.

9. Termination

9.1 The Deemed Contract shall terminate in respect of a Customer, and will not require written notice from that Customer as follows:

9.1.1 where a Customer ceases to own or occupy the Relevant Premises, the Deemed Contract shall terminate on the earlier of:

- (a) the date on which the Customer quits the Relevant Premises, where the Customer has given to SSE Energy Supply Ltd at least two Working Days' notice before quitting the Relevant Premises;
- (b) the second Working Day after the Customer gives notice to SSE Energy Supply Ltd that the Customer has ceased to own or occupy the Relevant Premises; or

(c) the date on which the meter is next due to be read where the Customer has ceased to occupy the Relevant Premises; and

(d) the date on which any subsequent owner or occupier begins to take a supply of electricity at the Relevant Premises under a contract with any electricity supplier including SSE Energy Supply Ltd; or

9.1.2 where the Customer enters into a contract for the supply of electricity to the Relevant Premises with any electricity supplier including SSE Energy Supply Ltd, the Deemed Contract shall terminate on the date when the supply commences under that contract; or

9.1.3 where the Relevant Premises are lawfully disconnected, the Deemed Contract shall terminate with effect from the date of such disconnection; or

9.1.4 where the Relevant Premises are cut-off at the Customer's request; or

9.1.5 where the Authority revokes SSE Energy Supply Ltd's licence to supply electricity; or

9.1.6 a Direction given to an electricity supplier other than SSE Energy Supply Ltd, in pursuance of Standard Condition 8 (Supplier of Last Resort) of that electricity supplier's licence coming into effect in relation to the Relevant Premises in question; or

9.1.7 where SSE Energy Supply Ltd has exercised its rights under paragraph 6.6, the Deemed Contract shall terminate on the date SSE Energy Supply Ltd discontinues the supply.

9.2 SSE Energy Supply Ltd may terminate the Deemed Contract in respect of a Customer immediately on written notice to such Customer (subject to any relevant Supply Licence Conditions).

9.2.1 If:

- (a) the Customer becomes subject to an order for his winding-up (except for the purpose of any reconstruction or amalgamation);
- (b) an administrator or a receiver is appointed in respect of the whole or part of the Customer's business;
- (c) the Customer makes or offers to make any composition with his creditors;
- (d) the Customer is declared bankrupt or insolvent by a court of competent jurisdiction; or

9.2.2 where the Customer is in material breach of any of the Terms and Conditions provided SSE Energy Supply Ltd has given written notice to the Customer specifying the breach and giving the Customer not less than 14 days to remedy the same and the Customer has failed to so remedy the breach (at his own expense) during that 14 day period; or

9.2.3 where it is unreasonable in all the circumstances for SSE Energy Supply Ltd to be required to supply the Customer with electricity or where paragraph 10.1 applies.

9.3 In the event that the Deemed Contract terminates pursuant to paragraph 9 (other than pursuant to sub-paragraph 9.1.5), SSE Energy Supply Ltd shall be entitled to recover its reasonable charges incurred in discontinuing the supply and its debt recovery costs (if any).

10. Liability

10.1 SSE Energy Supply Ltd shall not be obliged to supply electricity to the Relevant Premises at any time when it is unable to do so due to circumstances beyond its reasonable control, including (without limitation):

- (a) the failure of any electric lines, plant or apparatus which are not owned or operated by SSE Energy Supply Ltd;
- (b) the disconnection of the Relevant Premises by the Distributor;
- (c) the fault of the Customer; and

(d) where the Customer has failed to ensure that all necessary agreements for maintaining the connection of the Relevant Premises to any electricity distribution system are in place and are valid and effective during the term of the Deemed Contract.

10.2 SSE Energy Supply Ltd shall not (save to the extent required by applicable statutory or licence provisions) be obliged to supply electricity:

- (a) free of qualitative problems, including, without limitation, fluctuations in voltage; or
- (b) in quantities which are beyond the capacity of the Customer's connection at the Relevant Premises to an electricity distribution system.

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10.3 SSE Energy Supply Ltd shall not in any circumstances be liable to the Customer for any loss or damage which was not a reasonably foreseeable consequence of a breach of the Deemed Contract or which amounts to, or arises from, Economic Loss resulting from negligence by SSE Energy Supply Ltd in respect of the supply of electricity.

10.4 The maximum liability of SSE Energy Supply Ltd for any loss or damage suffered by a non-Domestic Customer in respect of the supply of electricity under the Deemed Contract shall not exceed £100,000 in any calendar year.

10.5 No provision in these Terms and Conditions is intended:

- (a) to restrict or limit the liability of SSE Energy Supply Ltd or of the Distributor for death or personal injury resulting from the negligence of either of them, their servants or agents; or
- (b) to affect the statutory rights of any Customer who takes a supply of electricity at Relevant Premises, and these Terms and Conditions shall be construed accordingly.

10.6 In particular, but without prejudice to the generality of paragraph 10.5, nothing in these Terms and Conditions is intended to restrict or limit liability:

- (a) for breach of Part I of the Consumer Protection Act 1987; or
- (b) for breach of an implied warranty (if any) under the Supply of Goods and Services Act 1982.

11. Emergencies and Safety

11.1 In the event that the Customer suspects or becomes aware of any matter or incident that either causes danger or requires urgent attention in relation to the supply or distribution of electricity or affects or is likely to affect the maintenance of the security, availability and quality of service of the distribution network of the Customer's Distributor, then the Customer shall

immediately notify the Distributor whose postal address and telephone number shall be rendered on or with the Customer's account and/or statement. If the Customer is a prepayment customer, these details are available from the Yellow Pages or such other public telephone directory and may be supplied to the Customer at regular intervals by SSE Energy Supply Ltd.

12. Notices

12.1 The Customer may serve any notice or request on SSE Energy Supply Ltd by delivering it by hand, post, electronic mail or fax to the address of SSE Energy Supply Ltd shown on his last Bill.

12.2 SSE Energy Supply Ltd may serve any notice or request on the Customer by delivering it to him in person, or by hand, post, electronic mail or fax (where available) to the Relevant Premises or to such other postal address as is nominated by the Customer in respect of the supply of electricity to such Relevant Premises. 12.3 In the absence of contrary evidence, any notice or request shall be deemed to be served:

- (a) where it is delivered personally or by hand, at the time of delivery;
- (b) where it is sent by post, 48 hours after posting;
- (c) where it is sent by fax, at 9am on the next Working Day; and
- (d) where it is sent by electronic mail, at 9 am on the next Working Day or on receipt of a delivery receipt, whichever is the earlier.

12.4 Telephone calls made by the Customer to SSE Energy Supply Ltd may be recorded for the purposes of on-going staff development and training to ensure high standards of customer service are maintained.

13. Miscellaneous

13.1 Where any provision of these Terms and Conditions is held to be unlawful or unenforceable under any enactment, or by any court of competent jurisdiction, such provision shall be deemed not to be part of these Terms and Conditions to such extent as is necessary for the enforceability of the remainder of the Terms and Conditions to be unaffected.

13.2 No failure or delay on the part of SSE Energy Supply Ltd in enforcing any of its rights under these Terms and Conditions shall be treated as a waiver of those rights, unless they are also expressly waived in writing by a duly authorised representative of SSE Energy Supply Ltd.

13.3 The termination of the Deemed Contract shall not affect any rights or liabilities accrued under these Terms and Conditions, and they shall remain enforceable after the termination as if the Deemed Contract were still in force including, without limitation, the payment provisions set out in paragraphs 6.1 and 6.7.

13.4 The Customer may not assign any of his rights or liabilities under the Deemed Contract without the written consent of SSE Energy Supply Ltd.

13.5 SSE Energy Supply Ltd may assign, novate or transfer its rights and obligations under the Deemed Contract, to any authorised electricity supplier and the Customer shall be deemed to have consented to any such assignment, novation or transfer by virtue of this paragraph 13.5.

13.6 These Terms and Conditions shall be read, interpreted, and have effect in accordance with the provisions of Part I of the Scheme.

13.7 Nothing in this Scheme, express or implied, is intended or shall be construed to confer upon, or to give to any person other than a Customer, SSE Energy Supply Ltd and the Distributor, and their respective permitted assignees and transferees, any right, remedy or claim under or by reason of this Scheme, the Deemed Contract or the Contracts (Rights of Third Parties) Act 1999. This Scheme and the Deemed Contract and all stipulations and agreements it contains are and shall be for the sole and exclusive benefit of the Customer, SSE Energy Supply Ltd and the Distributor and their respective permitted assignees and transferees.

14. Jurisdiction

14.1 The Deemed Contract and any disputes arising from it shall be governed by either the Laws of England and Wales if the Relevant Premises is in England or Wales or the Laws of Scotland if the Relevant Premises is in Scotland.

Part III. Terms and Conditions of certain Deemed Contracts

15. Half Hourly Metering

15.1 If a Relevant Premises is using over 100kW, it is a mandatory requirement to have half hourly metering installed. It is the Customer's responsibility to appoint a Meter Operator but this can be undertaken on the Customer's behalf by SSE Energy Supply Ltd if requested. If SSE Energy Supply Ltd undertakes the appointment of the Meter Operator on behalf of the Customer then any charges incurred will be payable by the Customer including any termination payments which may become payable.

15.2 The Customer shall be responsible for arranging the installation of a remote communication system with a Meter Operator. Where a remote communication system is not installed within one month of the Contract Start Date the Customer may incur additional charges for the weekly retrieval of data from the Relevant Premises. Any charges for installation of the communication system (including any excess charges) and any ongoing charges in respect thereof shall be the responsibility of the Customer.

15.3 The Customer shall use its reasonable endeavours to assist the Meter Operator with the installation of the remote communication system and shall allow all necessary access to the Customer's premises to enable the Meter Operator or his agent to carry out the installation.

15.4 SSE Energy Supply Ltd will appoint a Data Collector and Data Aggregator to collect and process the metering data. Any charges incurred for data collection, data aggregation, settlement and meter operation shall be payable by the Customer.

15.5 The Customer may enter into contracts with individual Meter Operators or Data Collectors to provide metering or data collection services. Notwithstanding the foregoing, where the Customer does not enter into such contracts or where in SSE Energy Supply Ltd's reasonable opinion any Meter Operator or Data Collector are not performing their duties correctly or where SSE Energy Supply Ltd do not have contracts in place to utilise their services, SSE Energy Supply Ltd reserves the right to appoint its own Meter Operator or Data Collector and to make charges in respect thereof.

15.6 A Customer may revert back to non-half hourly metering in the following circumstances:

- 15.6.1 where there is a change of tenancy at the Relevant Premises and the Customer can show that three months following the commencement of such new tenancy their electricity usage has not exceeded 100kW; or
- 15.6.2 where the Customer's electricity usage has never exceeded 100kW and they had mistakenly been provided with a half-hourly meter; or

15.6.3 if the Customer's electricity usage drops below 100kW, the Customer shall confirm in writing that his electricity usage shall not exceed 100kW in the following 12 month period from the date of such written confirmation. In the event that the electricity does exceed 100kW at any future date the Customer shall be liable to pay all costs associated with the re-installment of half-hourly metering, including without limitation, the installation of the meter and the remote communications system, any termination payments required by any Meter Operator and any network reinforcement charges.

15A. Shared Unmetered Supplies

SSE Energy Supply Ltd may estimate the annual amount of electricity required in order to calculate the Charges in respect of common services. The Customer (and the owners or occupiers of premises within the property) shall be responsible for payment of an equal share of the charges in respect of the common services to SSE Energy Supply Ltd. The charges for these common services will be the charges applicable from time to time.

Part IV. Schedules of Charges

16. Applicable Charges

16.1 The Customer shall pay the applicable charges published by SSE Energy Supply Ltd from time to time and available on our website or on request from SSE Energy Supply Ltd or those deemed applicable to the Relevant Premises by SSE Energy Supply Ltd.

17. Additional Charges

17.1 SSE Energy Supply Ltd reserves the right to recover the following charges from Customers:

(i) subject to the provisions of paragraph 1 of Schedule 6 of the Electricity Act 1989 (as amended) any charges reasonably incurred in changing a Pricing Arrangement or a meter;

(ii) any charges reasonably incurred in disconnecting a supply in accordance with paragraph 6.6 of Part II;

(iii) any charges reasonably incurred where the Customer does not give SSE Energy Supply Ltd enough notice in accordance with paragraph 8.5 of Part II;

(iv) any charges reasonably incurred in the event SSE Energy Supply Ltd disconnects or reconnects supply (or procures the disconnection or reconnection of supply) or subject to the provisions of Paragraph 1 of Schedule 6 of the Electricity Act 1989 (as amended) repositions the Customer's meter at the Customer's request (or procures the repositioning of such meter at the Customer's request);

(v) any reasonable charge for the issue of any replacement key and/or plastic card or other device or where the Customer requests a site visit to its prepayment meter where the meter is found to be operating correctly;

(vi) the cost of the test, where the Customer disputes the accuracy of any meter, and it is tested, and the meter is found to be operating within the margins of error permitted by the Electricity Act (as amended);

(vii) any charges reasonably incurred where SSE Energy Supply Ltd has made any additional visits to the Relevant Premises at the request of the Customer, other than in the normal course of its business;

(viii) any charges reasonably incurred where SSE Energy Supply Ltd has made a visit to inspect or connect a Customer's Installation.

18. Late payment

18.1 If any Bill or other Charges remain outstanding beyond the Due Date then SSE Energy Supply Ltd shall be entitled to charge the Customer interest at the rate of 4% per annum above the prevailing base rate of the National Westminster Bank plc.

19. Payment by Credit Method

19.1 In the event the Customer does not provide the necessary direct debit instruction or withdraws it during the term of the Deemed Contract, then SSE Energy Supply Ltd reserves the right to issue Bills under the Credit Method of Payment.

20. Connection Agreement

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

20.2 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 effects Your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which Your Network Operator delivers electricity to, or accepts electricity from, Your home or business. If You want a copy of the

NTC or have any questions about it, please write to: Energy Networks Association, 18 Stanhope Place, London W2 2HH; phone 0207 706 5137, or see the website at www.connectionterms.co.uk.

21 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 Southern Electric Gas Limited for gas and/or our permitted successors and/or assignees.

Except for clause 21.5, 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.

21.1 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 debt, fraud or loss.

(f) Help train Our staff.

(g) help identify You when You call;

(h) detect and prevent crime, fraud or loss;

(i) contact You, and administer Your accounts, services and products,

(j) contact You to collect feedback, for example through surveys or questionnaires; and

(k) 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.

21.2. You may opt out from receiving marketing communications at any time by writing to Us at Business Energy - Scottish Hydro, Grampian House, 200 Dunkeld Road, Perth PH1 3GH - or - Southern Electric, Centenary House, 10 Winchester Road, Basingstoke RG21 8UQ - or - Swalec, Ty Calon, Malthouse Avenue, Cardiff Gate Business Park, Cardiff CF23 8GL - or - SSE, Centenary House, 10 Winchester Road, Basingstoke RG21 8UQ - or - Atlantic, Ty Calon, Malthouse Avenue, Cardiff Gate Business Park, Cardiff CF23 8GL

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

21.4 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.

21.5 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.

21.6 You are entitled to have a copy of the information We hold about You, and to have any inaccurate information corrected. We may charge You a small fee for providing a copy of any information We hold about You. For more information about this, please contact Your Account Manager at the address stated in 21.2.

22 Back Billing

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

22.2 Notwithstanding any contrary provision contained in these terms and subject always to Clause 22.3 below, We shall only issue a Bill to a Micro Business Consumer or otherwise seek to recover (including via a prepayment meter) the Charges for the supply of electricity from that Micro Business Consumer (hereinafter a "charge recovery action") in respect of:

(a) units of electricity which could reasonably be considered to have been consumed within the 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 12 months preceding the date the charge recovery action was taken.

22.3 Clause 22.2 does not apply in the following circumstances:

(a) where any charge recovery action was taken prior to 1 November 2018; or

(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 2 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; or

(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 Consumer; or

(d) any other circumstances, which the Authority may specify by publishing a statement in writing.

SSE ESL DTC1018