

## Your Electricity Terms and Conditions

### **XLN/SSE Standard terms and conditions for the supply of electricity to metered premises by SSE Energy Supply Ltd**

#### **Conditions Precedent**

##### **The Parties' obligations are conditional upon:**

- 1.1 You having properly given notice of termination to Your previous Supplier where required to do so under Your agreement.
- 1.2 You having returned to Us a completed direct debit mandate form (if applicable);
- 1.3 You successfully passing Our credit checking process and, if requested, having provided Us with a security deposit, bond or guarantee.
- 1.4 SSE being an electricity supplier licensed under sections 6 and 7 of the Act
- 1.5 SSE having entered into use of system agreements for each Supply Point;
- 1.6 For each Supply Point each appropriate Agency Service having a confirmed Registration;
- 1.7 SSE having a confirmed Registration as Supplier for each Supply Point.
- 1.8 The Metering Equipment at the Supply Point(s) not comprising a prepayment meter
- 1.9 In the event that electricity is supplied prior to satisfaction of each condition precedent for all Supply Points We shall be entitled to charge for electricity consumed at the prevailing variable business rate until the Commencement Date.

#### **2 Continuing Obligations**

- 2.1 The Parties shall ensure that for the duration of this Agreement each condition precedent of clause 1.2 to 1.8 shall be maintained and continue to have full effect.

#### **3 Supply and Term**

- 3.1 SSE shall supply electricity to each Supply Point up to the relevant Available/Authorised Capacity from the Commencement Date until the Termination Date (unless We arrange a change of Supplier before then) and shall continue thereafter unless and until terminated by either Party in accordance with this Agreement or this Agreement is superseded by a new Agreement.
- 3.2 All electricity passing through the Supply Point with effect from the Commencement Date shall be deemed to be supplied under this Agreement unless and until the same is terminated or terminates in accordance with the terms of this Agreement.
- 3.3 The title and the risk in the electricity supplied under this Agreement shall pass to You at the Supply Point.
- 3.4 In the event that You exceed the Available/Authorised Capacity at any Supply Point then You shall pay to Us any costs (including but not limited to additional use of system charges), losses or expenses incurred by Us for the provision of and as a result of the provision of the excess.
- 3.5 In respect of any Supply Point where SSE are taking over the supply of electricity from another Supplier We may ask You to provide Us with meter readings obtained on the Commencement Date as confirmed by Us to You, or You must allow Us or SSE safe access for the purpose of obtaining such meter readings for which We may make a charge in respect of Our or SSE's reasonable costs.
- 3.6 (A) If SSE do not already supply a site when You and We agree this contract, SSE will usually start to supply You within 21 days of the day after We agree the contract details with You. We will tell You the precise date when We know it. If We have specifically agreed with You that You may cancel Your contract with Us (for example, if We tell You that You may cancel within the first 10 days after We agreed the contract details with You), the 21day period will start on the day after the cancellation period ends.
- 3.6 (B) It may take longer than 21 days after the date of this contract for SSE to start supplying You if You ask for the transfer to take place over a longer period, or if We have difficulties taking over the supply from Your previous supplier. For example, this can apply in the following circumstances:
  - (a) Your old supplier prevents Us or SSE from transferring the supply.
  - (b) We do not have all the information We need from You to take over the supply and:
    - (i) We have taken reasonable steps to ask You for the information and You have not provided it or the information You have provided is incorrect; and
    - (ii) We cannot easily get that information from any other source.
  - (c) You are connected to a private gas or electricity network and:
    - (i) a physical connection needs to be made to the distribution network for gas or electricity (or both) and that connection has not been made yet; or
    - (ii) Your old supplier has told You about the way Your metering needs to be arranged to allow another supplier to start supplying You and Your metering has not yet been changed to allow this.

- (d) You do something that prevents SSE from taking over the supply.
- (e) Ofgem prevents SSE from supplying You.
- (f) SSE cannot supply You for some other reason which We have no control over and where We have taken all reasonable steps to resolve this.

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

- (i) Where SSE supply electricity to a Supply Point and the consumption is less than 33 kilowatt hours (kWh) per day on average over the Billing Period, SSE will supply electricity from large scale hydro generation (without a Renewable Source Supply) or, where such electricity is not available, RSE under a Renewable Source Supply. Your bill will show no Climate Change Levy (CCL) charge.
- (ii) Where You have qualifying use (domestic or non business use) and have submitted to Us a valid VAT declaration, We will supply electricity to a Supply Point from large scale hydro generation (without a Renewable Source Supply) in relation to the percentage shown as qualifying use on Your VAT declaration. Supplies in excess of Your VAT declaration percentage will be supplied from RSE under a Renewable Source Supply. Your bill will show no CCL charge.
- (iii) Where SSE supplies electricity to a Supply Point in excess of 33 kWh per day on average over a Billing Period and You have not provided a VAT declaration, SSE will supply all electricity from RSE under a Renewable Source Supply. Your bill will show no CCL charge.

3.7 (B) Agreements for less than 100% electricity from Renewable Source Supply:

- (i) Where SSE supply electricity to a Supply Point and the consumption is less than 33 kWh per day on average over the Billing Period, SSE will supply electricity from large scale hydro generation (without a Renewable Source Supply) or, where such electricity is not available, electricity from RSE under a Renewable Source Supply up to the percentage of RSE shown in Your Agreement. Your bill will show no CCL charge.
- (ii) Where You have qualifying use (domestic or non business use) and have submitted to Us a valid VAT declaration, SSE will supply electricity to a Supply Point from large scale hydro generation (without a Renewable Source Supply) in relation to the percentage shown on Your VAT declaration. Supplies in excess of Your VAT declaration percentage will be supplied from RSE under a Renewable Source Supply up to the percentage of RSE shown in Your Agreement. The remaining electricity will be supplied without a Renewable Source Supply. Your bill will show CCL on electricity supplied in excess of Your combined VAT and Renewable Source Supply percentages.
- (iii) Where SSE supply electricity to a Supply Point in excess of 33 kWh per day on average over a Billing Period and You have not submitted a VAT declaration, SSE will supply electricity from RSE under a Renewable Source Supply at the percentage of RSE shown in Your Agreement. The remaining electricity will be supplied without a Renewable Source Supply. Your bill will show CCL payable on electricity supplied without a Renewable Source Supply.

3.7 (C) Agreements for 100% Good Quality CHP (GQCHP)

- (i) Where SSE supply electricity to a Supply Point and the consumption is less than 33 kilowatt hours (kWh) per day on average over the Billing Period, SSE will supply electricity to a Supply Point without a CHP Declaration Supply. Your bill will show no CCL charge.
- (ii) Where You have qualifying use (domestic or non business use) and have submitted to Us a valid VAT declaration, SSE will supply electricity to a Supply Point without a CHP Declaration Supply in relation to the percentage shown as qualifying use on Your VAT declaration. Supplies in excess of Your VAT declaration percentage will be supplied under a CHP Declaration Supply or a Renewable Source Supply. Your bill will show no CCL charge.
- (iii) Where SSE supply electricity to a Supply Point in excess of 33 kWh per day on average over a Billing Period and You have not submitted a VAT declaration, SSE will supply all electricity to a Supply Point under a CHP Declaration Supply or a Renewable Source Supply. Your bill will show no CCL charge.

3.7 (D) Agreements for less than 100% GQCHP

- (i) Where SSE supply electricity to a Supply Point and the consumption is less than 33 kWh per day on average over the Billing Period, SSE will supply electricity without a CHP Declaration Supply. Your bill will show no CCL charge.
- (ii) Where You have qualifying use (domestic or non business use) and have submitted to Us a valid VAT declaration, We will supply electricity to a Supply point without a CHP Declaration Supply in relation to the percentage shown on Your VAT declaration. Supplies to Your Supply Point in excess of Your VAT declaration percentage will be supplied under a CHP Declaration Supply or Renewable Source Supply up to the percentage of GQCHP electricity shown in Your Agreement. The remaining electricity will be supplied without a CHP Declaration Supply or a Renewable Source Supply. Your bill will show CCL on electricity supplied in excess of Your combined VAT and CHP Declaration Supply percentages.
- (iii) Where SSE supply electricity to a Supply Point in excess of 33 kWh per day on average over a Billing Period and You do not provide a VAT declaration, SSE will supply electricity to a

Supply Point under a CHP Declaration Supply or Renewable Source Supply at the percentage of GQCHP shown in Your Agreement. The remaining electricity will be supplied without a CHP Declaration Supply or Renewable Source Supply. Your bill will show CCL payable on the supply without a CHP Declaration Supply or a Renewable Source Supply.

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

- (1) If Your Supply Point is supplied from Renewable Source Electricity (RSE) then the amount of RSE supplied by SSE in each Averaging Period shall not exceed the difference between:
  - (a) the total amount of RSE acquired or generated by SSE during that Averaging Period; and
  - (b) so much of that amount as is allocated by Us otherwise than to supplies of RSE made by SSE in that Averaging Period.
- (2) If Your Supply Point is supplied from Good Quality CHP (GQCHP) electricity then the amount of GQCHP electricity supplied by SSE in each Averaging Period shall not exceed the difference between:
  - (a) the total amount of GQCHP electricity acquired or generated by SSE during that Averaging Period; and
  - (b) so much of that amount as is allocated by SSE otherwise than to supplies of GQCHP electricity made by Us in that Averaging Period.

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

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

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

- (i) at the end of a balancing period there is a credit to carry forward, or
- (ii) purchases and sales of RSE are equal

In either case a new averaging period begins. If SSE stop supplying You with RSE, the end of the Balancing Period in which Your last exempt supply occurred is also the end of the Averaging Period. When an Averaging Period ends a new Averaging Period begins.

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

#### 4.0 Price and Payment

4.1 As soon as practicable after the end of each Billing Period We shall deliver to You an account or invoice showing the amount payable under this Agreement, which shall be paid by You by direct bank transfer to such account as We may from time to time in writing notify to You. We may use any money You pay Us, any money We owe You or any security deposit You have paid to pay off what You owe under this Agreement. If there are any changes to the amount, date or frequency of Your Direct Debit We will notify You 10 working days in advance of Your account being debited or as otherwise agreed.

4.2 (A) You shall pay each account or invoice within 14 days of posting, provided that if any amount remains unpaid after 14 days We shall (in addition to any other remedies We may have) be entitled to charge an administration charge and/or interest on a daily basis at the rate of 4% per annum above the base rate of the Bank of England from time to time; and if any amount remains unpaid after 14 days of posting We may also invoke clause 7.3 and/or clause 7.6.

4.2 (B) If You disagree with any amount We have charged You, You must tell Us immediately. If any amount payable is the subject of a bona fide dispute, the amount payable shall be paid in full in accordance with clause 4.2 (A). After an agreement is reached the adjustment (debit or credit) shall be included in the next or earliest account or invoice delivered.

4.2 (C) Payments received from You shall be applied to accounts and interest charges in the order in which they were issued or made 4.2 (D) You shall make all payments without deduction or set off.

4.2 (E) Any amounts payable under this Agreement are exclusive of any applicable United Kingdom tax, duty, levy, tariff, any charges payable under the Capacity Market or through Cfds or any government imposed charge on electricity supplied to Your premises prevailing at the time of supply and which shall fall due on such amount, for which You shall be additionally liable.

4.2 (F) We will not be legally responsible to You or anyone else if We have not charged You enough United Kingdom tax, duty, levy, tariff or any government imposed charge on electricity supplied because of incorrect information You have given Us or a fact in any documents You send Us is incorrect. If this happens, You will have to pay the difference to Us if We demand on an invoice or directly to HM Revenue & Customs if they demand.

4.2 (G) Notwithstanding the foregoing if Your direct bank transfer arrangement is cancelled by You without Our prior agreement We shall be entitled to increase the Prices by 7% until such time as Your direct bank transfer is reinstated.

4.3 We shall be entitled by notice in writing to You to vary all or any of the Prices:

4.3 (A) if any direction is given pursuant to section 34 of the Act, by such amount as may be necessary to enable Us to recover from You an equitable proportion of the additional costs suffered by Us or SSE as a result of such direction.

4.3 (B) to reflect any variation in any element of the costs to Us or SSE of providing the supply of electricity which is not within Our or SSE's reasonable control, including but not limited to:

- (i) the introduction of new or any variation in the use of system charges made by National Grid Company plc or the relevant Distributor;
- (ii) any changes to the method of recovering Agency Services or settlement system costs;
- (iii) the cost of installing mandatory half hour Metering Equipment with remote data collection facilities at any Supply Point situated in an over 100kW premises, or an Advanced Meter at any Supply Point that falls within profile class 5, 6, 7 or 8 as defined in the balancing and settlement code;
- (iv) where there are abnormal or excessive costs incurred in meter reading;
- (v) where the information provided by You or Your representative or agent is incorrect;
- (vi) where there is a delay in the Commencement Date due to circumstances beyond Our reasonable control;
- (vii) where You substitute electricity with another fuel other than by prior agreement with Us during periods of supply interruption or the normal course of business; and/or,
- (viii) a Supply Point having been deenergised and/or disconnected.

4.3 (C) if it is found that any of the registration details of any Supply Point differ from that specified in the Schedule.

4.3 (D) to reflect any adjustment in the amounts payable by Us or SSE for electricity under any of the specified agreements as may be defined in Our or SSE's supply licence.

4.4 We will notify You in writing in accordance with clause 13 below or via the XLN Energy My Account of Your options for Your supply of electricity at Your Supply Points at least 60 days before the Termination Date. If You fail to provide a termination notice or renew Your Agreement for supply with Us as set out in Your notice, We will transfer You to Our variable business rates after the Termination Date. The remainder of Our standard terms and conditions will continue to apply.

4.5 If the Agreement has been terminated in accordance with these terms and conditions and Your new Supplier does not have a confirmed Registration for each Supply Point on the date of termination We shall be entitled by notice in writing to You to vary all or any of the Prices.

4.6 With effect from the Termination Date and only in the absence of any effective notice in accordance with clause 4.4 We shall be entitled to increase all the Prices in the variable business rate from time to time to reflect the market for retail electricity supply.

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

- (i) Our and SSE's own;
- (ii) publicly available records; and
- (iii) personal and business records at credit reference agencies.

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

4.7 (B) Such checks will be used to assess suitability of the payment arrangements We have with You, (when credit reference agencies receive a search request from Us they will place a search footprint on Your business credit file that may be seen by other lenders), and for credit checking, assessing applications and verifying identity. We may monitor and record information relating to Your trade performance and as such records will be made available to credit reference agencies, who may share that information with other businesses in assessing applications for credit and fraud prevention.

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

4.8 If the information for charging purposes under this Agreement is not available at any time for whatever reason (including the inability to obtain a meter reading) then We shall be entitled to make such estimates of amounts due and such amounts shall be paid by You, subject to any subsequent adjustments which may be necessary.

4.9 If it is discovered that any meter reading has been inaccurate or omitted or the translation of readings into amounts payable has been incorrect then the amount due from or to Us shall be paid forthwith.

4.10 If You ask Us to reprogram or change Metering Equipment to effect a pricing structure or profile change in accordance with clause 6.5 or provide You with data from Metering Equipment We shall be entitled to make a reasonable charge.

4.11 If any charges are made to Us or to SSE by Your Distributor in connection with the supply of electricity to any Supply Point, We shall be entitled to invoice the amount to You and You will reimburse Us for any such charge.

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

## **5 Agency Services, Access and Metering Equipment**

5.1 In the event that You wish to appoint all or any of Your own Agency Service providers including AMR Service Provider You shall procure that:

- (i) any such Agency Service appointed is suitably qualified and accredited to Ofgem's MAMCOP;
- (ii) any AMR Service Provider appointed is suitably qualified, performs its obligations in accordance with good industry practices, is accredited, and complies fully with the relevant industry code of practice.

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

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

Where approval has been declined by Us or SSE then You will be notified in writing. In the event that We become responsible for the appointment of any Agency Service provider We shall be entitled, at Our sole discretion, to either increase the Prices or impose a charge for the engagement of such service provider for which You shall be liable to pay in accordance with the provisions at clause 4.

5.2 You shall indemnify and keep Us and SSE indemnified from and against any amounts, losses or damages which We and/or SSE incur as a result or arising from Your breach of clause 5.1 or the negligent acts or omissions of such Agency Service.

5.3 In the event that You appoint Your own Meter Operator in accordance with clause 5.1 We reserve the right to appoint a meter examiner to examine the Metering Equipment for the purposes set out in clause 5.7.

5.4 You will allow Us and/or SSE free of charge, safe and unobstructed access to each Supply Point covered by this Agreement at all reasonable times for any purpose connected with this Agreement provided that in an emergency access shall be afforded at any time without notice.

5.5 You shall not damage or interfere with or permit any interference with any electrical plant, electric lines and cables or Metering Equipment used in connection with the supply of electricity to any Supply Point and You shall notify Us immediately where You have reason to believe there has been any such damage or interference.

5.6 The supply shall be measured by Metering Equipment, installed and maintained in accordance with Your connection agreement and Schedule 7 of the Act. In accordance with that Schedule it is agreed that the Metering Equipment need not be certified.

5.6 (A) Unless the accuracy of the Metering Equipment is disputed by notice in writing given by either Party to the other the Metering Equipment shall be deemed to be accurate. 5.7 If, following a test pursuant to Schedule 7 of the Act it is found that:

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

- (A) (i) the Metering Equipment shall be recalibrated or replaced and the cost of such test and recalibration or replacement shall be paid by You if You have appointed the Meter Operator or Us if We have appointed the Meter Operator; and

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

5.7 (B) the Metering Equipment is operating within the Margins of Error, the cost of such test shall be paid by the Party which disputed its accuracy.

## **6 Variation in Supply Points**

6.1 Notwithstanding clause 12, the Parties may agree to add or remove a Supply Point to this Agreement provided any Supply Point added will be charged at rates consistent with the Commencement Date and contract term of the additional Supply Point.

6.2 (A) You shall remain liable for all charges associated with the supply of electricity to a Supply Point until You notify Us in writing that You will no longer be the occupier of the premises or are no longer the occupier of the premises and another occupier confirms this and enters into an agreement with Us or another Supplier for the supply of electricity to the Supply Point.

6.2 (B) Where a new occupier is moving into a premises detailed in the Schedule, continuance of supply to the relevant Supply Points will be subject to clauses 1.1 to 1.8 (conditions precedent) and clauses 4.1 to 4.12 (price and payment).

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

- (i) We shall be entitled to vary the Prices and You shall be liable to pay the revised prices; and/or;
- (ii) You shall be liable to pay the supply charges associated to the incorrect information; and/or;
- (iii) You shall pay Our administrative charges for the handling and rectification associated with the incorrect information; and/or
- (iv) We may terminate this Agreement in accordance with clause 7.3 (vii)

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

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

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

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

6.6 We reserve the right to allow such variations:

- (i) where the change in profile at the relevant Supply Point is as the result of Us or SSE carrying out Our statutory duties; or
- (ii) where the change in profile and or pricing structure at any relevant Supply Point is part of a programme of change previously agreed by Us and incorporated in this Agreement.

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

## **7 Termination, Suspension and breach**

7.1 You can terminate this Agreement by giving Us not less than 30 days' written notice to expire on the Termination Date or at any time thereafter; or

7.2 If on the date You want to terminate this Agreement Your new Supplier does not have confirmed Registration for each Supply Point, the provisions of this Agreement will, subject to clause 4.5, remain in force for any Supply Point for which SSE are still the registered Supplier.

7.3 We shall be entitled to terminate this Agreement immediately upon given written notice to You if:

- (i) You fail to pay any amount properly due and payable to Us under this Agreement; or
- (ii) without prejudice to (A) above, You are in breach of any term of this Agreement and/or a Connection Agreement and (if it is capable of remedy) You fail to remedy such breach within 14 days; or
- (iii) You, in Our or SSE's reasonable belief, have made unauthorised use of electricity or committed theft of electricity; or
- (iv) an interim order or bankruptcy order or individual voluntary agreement is or is about to be made in respect of You under the Insolvency Act 1986 or an interim trustee or trustee in bankruptcy is appointed over Your estate or You are apparently insolvent or a voluntary arrangement is proposed or a resolution is passed or an order is made for Your winding up; or a receiver or administrative receiver is appointed over the whole or any part of Your assets or You are unable to pay Your debts within the meaning of the Insolvency Act 1986 or You cease or threaten not to pay Your debts as they fall due or seek to make any composition or arrangement with Your creditors; or;
- (v) We or SSE would be breaching regulations made under Section 29 of the Electricity Act 1989; or;
- (vi) You do not provide any security deposit guarantee or bond to Us in terms of clauses 1.3 and 4.7 within 14 days of being so requested; or;
- (vii) any information that You provided Us or SSE is incorrect, or;
- (viii) You are in any other breach and fail to remedy such breach in accordance with this Agreement.

7.4 Upon termination of this Agreement for whatever reason You shall pay to Us all sums then due and payable or accrued due under this Agreement and any costs incurred by Us and/or SSE as a result of such termination or deenergisation.

7.5 If during this Agreement a Supply Point is being registered or has been registered by another Supplier for any reason other than as a result of any default by Us or SSE or proper termination of this Agreement, then You authorise Us and SSE and shall provide Us and SSE with all reasonable assistance required to either, at Our discretion,

- (i) raise an objection to such registration
- (ii) reregister the Supply Point, or
- (iii) pay Us a sum calculated as the average monthly amount (which amount shall be determined by Us) times the number of months left in the Agreement (subject to a maximum of twelve (12) months).

7.6 In the event that any amount due remains unpaid 14 days after posting then We shall be entitled to object to the registration by another supplier of any supply point SSE supply under this Agreement.

7.7 We shall be entitled to terminate this Agreement immediately if Ofgem directs another supplier to take over Your electricity supply.

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

7.9 In the event that You place Us and/or SSE in breach of the Act or any other relevant regulations, We and/or SSE shall be entitled to take all appropriate steps to remedy such breach including without limitation gaining unobstructed and safe access to all electrical plant, electric lines, and cables or Metering Equipment used in connection with the supply of electricity to each Supply Point, the removal and/or replacement of any such equipment, disconnection, deenergisation and You will be responsible for the costs incurred by Us and/or SSE in taking such action.

## **8 Failure or Temporary Discontinuance of Supply**

8.1 The supply of electricity at any Supply Point may be discontinued:

- (i) in the event of Force Majeure; or
- (ii) In respect of any particular Supply Point, at any time and for so long as the Distributor disconnects or deenergises that Supply Point pursuant to a Connection Agreement or otherwise; or
- (iii) if at any time and for so long as the conditions precedent set out in clauses 1.2 to 1.9 cease to be satisfied.
- (iv) We believe it is necessary and any energy laws or industry agreements allow Us to do so;
- (v) We believe Your meter is not set up properly or is unsafe (including if We have not been able to read a meter that You have provided or if We believe the metering equipment is being interfered with); or
- (vi) We or SSE need to test emergency or safety procedures (including energy industry procedures).

8.2 If the supply of electricity to any Supply Point or any part thereof is temporarily discontinued at Your request, You shall pay Us on demand any costs incurred by Us as a result of such discontinuance and the subsequent resumption of the supply of electricity (including any payments which We are required to make to any Network Operator).

## **9 Limitation of Liability**

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

9.2 Subject to clause 9.3, neither Party shall be liable to the other Party for loss or damage arising in connection with this Agreement (whether resulting from breach of this Agreement, negligence or otherwise) except for loss or damage arising from a breach of this Agreement which was reasonably foreseeable as likely to result from such breach and which resulted from physical damage to the property of the other Party or to the property of any third party for which the other Party is adjudged liable PROVIDED that:

- (i) the liability of either Party under this clause 9.2 shall be limited to £100,000 for each incident or series of related incidents; and
- (ii) neither Party shall in any circumstances be liable to the other Party for any loss of profit, revenue, business, savings (anticipated or otherwise) or any other form of economic or indirect or consequential loss. For the purposes of this clause 9.2, property shall include work in progress valued at cost.

9.3 Nothing in this Agreement shall exclude or limit the liability of either Party for death or personal injury resulting from the negligence of that Party or Your liability for any sums properly due to Us under this Agreement.

9.4 We shall not be liable to You, Your officers, employees or agents in any circumstances whatsoever for:

- (i) any loss of profit, loss of revenue, loss of use, loss of contract or loss of goodwill; or

- (ii) any indirect or consequential loss; or
- (iii) loss resulting from the liability of either Party howsoever and whensoever arising save as provided in clause 9.2.

9.5 Neither We nor any of Our officers, employees or agents shall be liable to You for:

- (i) loss or damage arising out of any act or omission of the Distributor in the performance of its duties; and
- (ii) any modifications to the Distribution or metering system. In the event that You modify the Equipment and/or Further Equipment then You warrant that You shall indemnify Us and SSE against all costs, losses, claims or demands and expenses including (without limitation) legal expenses which We and/or SSE may suffer or incur as a result of such modification.

9.6 The Parties agree that each subclause of this clause 9 shall be construed as a separate and severable contract term, and if one or more of such subclauses is held to be invalid, unlawful or otherwise unenforceable the other of such sub clauses shall remain in full force and effect and shall continue to bind the Parties and shall survive termination of this Agreement.

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

9.8 Where We provide You with data electronically or on compact disc or by any other means, We shall use reasonable endeavours to ensure that any data provided is free from any errors, defects or viruses but no representations or warranties are made or given as to such matters or as to the compatibility of the data or compact disc with any of Your equipment and, subject to clause 9.3, We shall have no liability to You in respect of any such matters.

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

## **10 Disclosure**

10.1 By signing this Agreement, You consent:-

- (i) to the disclosure to Us and SSE by Your previous Supplier of any information it has in relation to the Metering Equipment installed at any Supply Point or otherwise to enable SSE to take over the supply of electricity to the Supply Point; and
- (ii) to the disclosure to any person of information relating to the supply of electricity to enable them or Us and/or SSE to properly perform Our respective obligations under or in relation to this Agreement or the supply of electricity to any Supply Point.

10.2 Subject to clause 10.1 both Parties shall take all reasonable steps (except where otherwise required by law) to keep confidential the contents of this Agreement and any information concerning the other Party's business which that Party may (by written notice) reasonably designate as confidential.

## **11 Waiver**

11.1 No failure or delay by any Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

## **12 Variation**

12.1 Subject to clauses 6.1 and

12.2, this Agreement may not be varied except by an instrument in writing signed by the authorised representatives of the Parties to this Agreement.

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

## **13 Notice**

13.1 Written notice under this Agreement shall be given or sent by hand, a recorded delivery, facsimile transmission, email, or post, to Your address or to Our registered address. We may notify You via Our online service, XLN Energy My Account) Any notice given by post shall be deemed to have been given 3 days after it was sent and a notice delivered by hand, by email or by Us via Our online service, XLN Energy My Account or by facsimile transmission shall be deemed to be served upon actual day of delivery or transmission provided that in the case of the email or the notification via Our online service XLN Energy My Account was sent to the correct number or address and that confirmation shall have been kept.

13.2 Where You are obliged to provide any notification under this Agreement to SSE, such notice shall be sent in accordance with clause 13.1 to First Floor Millbank Tower, 2124 Millbank, London SW1P 4QP and marked for the attention of the Energy Customer Services.

13.3 Where You are obliged to provide any notification under this Agreement to SSE, such notice shall be sent in accordance with clause 13.1 to Centenary House, 10 Winchester Road, Basingstoke, Hampshire RG21 8UQ and marked for the attention of the White Label Product Manager

## **14 Assignment and SubContracting**



14.1 This Agreement is personal to You and may not be assigned by You without Our prior written consent. We may assign or novate all or part of Our rights under this Agreement and subcontract any of Our obligations here under without Your consent.

## **15 Entire Agreement**

15.1 This Agreement and any document referred to herein represents the entire understanding, and constitutes the whole agreement, in relation to the subject matter and supersedes any previous agreement between the Parties with respect thereto and without prejudice to the generality of the foregoing excludes any warranty, condition or other undertaking implied at law or by custom.

## **16 Law and Jurisdiction**

16.1 This Agreement shall be interpreted in accordance with the laws of, and the Parties submit to the exclusive jurisdiction of the courts of, the country in which the majority of the Supply Points are situated.

## **17 Verbal Agreements**

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

## **18 Personal Information**

Except for clause 18.5, 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.

18.1 We or Our agents may use Your information 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) information You provide or We hold may be used by Us, Our employees and/or Our agents, and companies within the XLN group to:
  - (i) help identify You when You call;
  - (ii) detect and prevent crime, fraud or loss;
  - (iii) contact You and administer Your accounts, services and products; and
  - (iv) unless You have asked Us not to, to contact You in writing, by phone and (where You have agreed) via digital media with information on other products and services that We and other companies within the XLN Group offer including but not limited to any of Our loyalty programmes and promotions, competitions, customer surveys and questionnaires. This may occasionally include details of offers available from Our carefully selected partners.

18.2. You may opt out at any time by writing to Us at First Floor Millbank Tower, 2124 Millbank, London SW1P 4QP and marked for the attention of the Energy Customer Services.

18.3 We may also monitor and record any communication We have with You, including phone conversations and emails, to make sure We are providing a good service and to make sure We are meeting Our legal and regulatory responsibilities.

18.4 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 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.

18.5 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 creditrelated 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; and
- (vi) check details on proposals and claims for all types of insurance.

(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.

18.6 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 18.2.

## **19 Feed In Tariff**

19.1 SSE 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 <http://www.sse.co.uk/BeingGreen/FeedInTariff/>.

19.2 XLN Energy Limited are not a Feed in Tariff Licensee.

## **20 Use of OnLine Services**

This agreement includes the provision for You to make use of Our online business services via the XLN Energy My Account.

20.1 To use the XLN Energy My Account You, Your authorised representatives or agents, must at Your own expense provide a suitable personal computer and modem and any other hardware and software necessary to enable You, Your authorised representatives or agents to access the online XLN Energy My Account service at any time or from time to time.

20.2 You, Your authorised representatives or agents will be required to enter a username and password to gain access to XLN Energy My Account services on line and You and Your authorised representatives are solely responsible for maintaining the security of the user names and passwords.

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

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

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

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

20.7 In performing the XLN Energy My Account services Our obligation is only to exercise the reasonable care and skill which would be exercised by a competent provider of such services in similar circumstances.

20.8 Where You have elected to use the XLN Energy My Account for the purposes of this Agreement, posting shall deem to include making the relevant communication available to you via the XLN Energy My Account.

## **21 Connection Agreement**

21.1 This clause 21 shall apply where there is no preexisting connection agreement between You and Your Network Operator in relation to a specific Supply Point.

21.2 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, 6th Floor, Dean Bradley House, 52 Horseferry Road, London, SW1P 2AF: phone 0207 706 5137, or see the website at [www.connectionterms.co.uk](http://www.connectionterms.co.uk).

## Definitions and Interpretations

22.1 In this Agreement:

<b>Act</b>	means the Electricity Act 1989 as amended by the Utilities Act 2000 and regulations made there under as amended extended consolidated or re-enacted from time to time
<b>Accredited Feed In Tariff Installation</b>	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
<b>Advanced Meter (AMR)</b>	means an electricity meter that, either on its own or with an ancillary device, and in compliance with the requirements of any relevant industry code measures Your electricity consumption data for multiple time periods at least half hourly and provides Us or SSE with remote access to such data
<b>Agency Services</b>	means the services of the following accredited service providers: Meter Operator(s), AMR service provider, Data Retriever(s), Data Collector(s), Data Aggregator, and prepayment infrastructure provider(s) to include any of their successors and permitted assigns provided that each Agency Service shall have received prior approval from Us and the term "Agency Service" shall refer to any of the service providers
<b>AMR Service Provider</b>	means Agency Service for the provision and maintenance of AMR metering services
<b>Agreement</b>	means the Supply Application Form and/or Contract together with these standard terms and conditions including any Schedules and special conditions
<b>Available/Authorised Capacity</b>	means the capacity in kVA normally kept available as may be specified by the Distributor in the relevant connection agreement
<b>Billing Period</b>	means either quarterly or monthly or any other period that may be agreed whichever is the payment method for each relevant Supply Point specified in the Contract
<b>Business Day</b>	means any other day than a Saturday, Sunday, Bank or Public Holiday in the United Kingdom
<b>Capacity Market</b>	has the meaning ascribed to the term "the capacity market" in the Electricity Capacity Regulations 2014
<b>Capacity Market Regulations</b>	means the Electricity Capacity Regulations 2014 and the associated Capacity Market Rules 2014 as amended by the Capacity Market (Amendment) Rules 2014
<b>Agreements for Difference or Cfds</b>	has the meaning ascribed to the term "contract for difference" in the Energy Act 2013
<b>CHP Declaration Supply</b>	means electricity supplied from this Agreement from GQCHP
<b>Commencement Date</b>	is the day specified when all the conditions precedents set out in clause 1 are satisfied and or when notified by the appropriate settlement system, whichever is the later and SSE commence supplying electricity at the relevant Supply Point
<b>Contract</b>	means the document so titled and annexed to this Agreement
<b>Data Aggregator</b>	means the accredited person appointed to summate meter readings received from Data Collector(s) to include any of their successors and permitted assigns
<b>Data Collector</b>	means the accredited person(s) appointed to retrieve, validate, and process meter readings to be forwarded to the Data Aggregator and to include any of their successors and permitted assigns
<b>Data Retriever</b>	means the accredited person(s) appointed to retrieve, and process meter readings to be forwarded to the Data Collector and to include any of their successors and permitted assigns

<b>Deemed Contract</b>	means where SSE supply electricity to a Supply Point or a consumer otherwise than in pursuance of a contract, We shall be deemed to have contracted with the customer for the supply of electricity from the time when SSE began to supply that electricity
<b>Distributor</b>	means either the Electricity Distributor (in England and Wales) or the Network Operator (in Scotland) as defined below
<b>Electricity Distributor/Network Operator</b>	means the person(s) who operates the distribution system(s) through which the supply of electricity is delivered at any relevant Supply Point
<b>Force Majeure</b>	means any event or circumstance which is beyond the reasonable control of a Party and which results in or causes the failure of that Party to perform any of its obligations under the Agreement, provided that lack of funds shall not constitute Force Majeure
<b>“Feed-in Tariff” Payments</b>	means payments for generation and/or export
<b>Good Quality CHP (GQCHP)</b>	has the meaning ascribed to it in the CHP Quality Assurance programme (as amended from time to time)
<b>Half Hourly Metering Equipment:</b>	means Metering Equipment which measures and records electricity usage on a half hourly basis
<b>MAM or Meter Asset Maintenance</b>	means all site activities including but not limited to the installation, commissioning, testing, repair, maintenance, removal and replacement of Metering Equipment
<b>MAMCOP</b>	means Meter Asset Manager’s Code of Practice
<b>MAP or Meter Asset provision</b>	means the supply of Metering Equipment
<b>Margins of Error</b>	means the permitted margins of error specified in the regulations made under the Act or the relevant code of practice issued pursuant to the Balancing and Settlement Code, Settlement Agreement for Scotland or Master Registration Agreement (as applicable)
<b>Meter Operator</b>	means the person(s) appointed to provide MAP and/or MAM services as appropriate at each relevant Supply Point
<b>Meter Operator Services</b>	means the provision of MAP and/or MAM services which may be provided by separate entities and Meter Operator Services shall be construed accordingly
<b>Metering Equipment</b>	means the meters, data collection devices and ancillary equipment (including communication lines where appropriate) used to measure the flow of electricity through each relevant Supply Point
<b>Network Operator</b>	means the company licensed to run the electricity distribution network in the area that delivers electricity to any relevant supply point

<b>Our/Us/We</b>	means the Party named as XLN Energy Limited in the Contract, its employees, sub-contractors and agents and its successors and permitted assigns
<b>Party</b>	means either You or Us, and Parties means You and Us
<b>Prices</b>	means the unit rates and other charges as specified in the Schedule(s)
<b>Registration</b>	means the recording on the Supplier Metering Registration System of a person as being responsible for the provision of a supply of electricity or an Agency Service with effect from a particular date
<b>Renewable Source Electricity or RSE</b>	has the meaning ascribed to in Paragraph 19, Schedule 6, Finance Act 2000
<b>Renewable Source Supply</b>	means electricity supplied under this Agreement from RSE
<b>Schedule(s)</b>	means a schedule annexed to this Agreement and the term "Schedules" shall be construed accordingly
<b>Site Address</b>	means the premises specified in the Contract and Schedule to be supplied with electricity under this Agreement
<b>SSE</b>	means SSE Energy Supply Limited registered in England and Wales No 03757502 whose registered office is at 55 Vastern Road, Reading, Berkshire, RG1 8BU, its employees, sub-contractors and agents and its successors and permitted assigns

<b>Start Date</b>	is the Day specified when the Agreement starts
<b>Supplier</b>	means in relation to a Supply Point a person You have appointed to supply You with electricity
<b>Supply Application Form</b>	means the document so titled and annexed to this Agreement
<b>Supply Point(s)</b>	means the point(s) at which the flow of electricity is metered at the premises, as listed in the Schedule, unless otherwise agreed in accordance with clause 6.1
<b>Statement of Renewal Terms</b>	A statement advising of the terms of Your Contract should You renew, cancel without appointing a new supplier or do nothing
<b>Termination Date</b>	means in the date specified on the Contract
<b>You/Your</b>	means the Party named as the customer in the Contract or Supply Application

22.2 Reference to any statute or statutory provision includes a reference to:

- (i) that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated from time to time whether before or after the date of this Agreement; and
- (ii) all statutory instruments made pursuant to it.