

Your Electricity Terms and Conditions

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

1 Conditions Precedent

- 1.1 Your, and Our, rights and responsibilities under this Agreement will come into effect on the date this Agreement is agreed.
- 1.2 Notwithstanding clause 1.1, the Parties' obligations are conditional upon:
- (a) You having properly given notice of termination to Your previous Supplier where required to do so under Your agreement.
 - (b) You having returned to Us a completed direct debit mandate form (if applicable);
 - (c) You successfully passing Our credit checking process and, if requested, having provided Us with a security deposit, bond or guarantee;
 - (d) SSE being an electricity supplier licensed under sections 6 and 7 of the Act;
 - (e) SSE having entered into use of system agreements for each Supply Point;
 - (f) For each Supply Point each appropriate Agency Service having a confirmed Registration; and
 - (g) SSE having a confirmed Registration as Supplier for each Supply Point.
 - (h) The Metering Equipment at the Supply Point(s) not comprising a prepayment meter
- 1.3 In the event that electricity is supplied to You at any Supply Point prior to satisfaction of each condition precedent for all Supply Points We shall be entitled to charge for electricity consumed at the prevailing Variable Business Rates until the Commencement Date.
- 1.4 The Parties shall ensure that for the duration of this Agreement each condition precedent of clause 1.2 shall be maintained and continue to have full effect.

2 Commencement Date

- 2.1 Notwithstanding the Start Date, the Parties agree the Commencement Date (being the actual date supply commences at the relevant Supply Points) shall be the later of:
- (a) the date SSE commence supplying electricity to You at the relevant Supply Point; and/or
 - (b) the date that all the conditions precedents set out in clause 1.2 of this Agreement have been satisfied, or waived by Us; and/or
 - (c) the date when You are notified by the appropriate settlement system that your supply has commenced.
- 2.2 If there is any inconsistency between these standard terms and conditions and the terms of the Contract/Schedule (together comprising the Agreement) the terms of these standard terms and conditions shall prevail.

3 Supply and Term

- 3.1
- (a) Subject to clauses 7.6 and 7.7, 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.
 - (b) We will notify you in writing in accordance with clause 13 at least 60 days before the Termination Date of your options for Your supply of electricity at Your Supply Points.

- 3.2 All electricity passing through any 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) Subject to clause 3.6(b), if SSE do not already supply a site on the date this Agreement is agreed, SSE will usually commence Your supply within 21 calendar days of the day after We agree the contract details with You. We will tell You the precise date when We know it.
 - (b) It may take longer than 21 calendar days after the date of this contract for SSE to commence Your supply if You request the transfer to take place over a longer period, or if the conditions precedent in clause 1.2 have not been satisfied; or if We have difficulties taking over the supply from Your previous supplier including but not limited to where the following circumstances apply:
 - (i) Your previous supplier prevents Us or SSE from transferring the supply.
 - (ii) We/SSE do not have all the information We need from You to take over the supply and:
 - (A) 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
 - (B) We cannot easily get that information from any other source.
 - (iii) You are connected to a private gas or electricity network and:
 - (A) 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
 - (B) 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.
 - (iv) You do something that prevents SSE from taking over the supply.
 - (v) Ofgem prevents SSE from supplying You.
 - (vi) SSE cannot supply You for some other reason out with Our/SSE's control 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 RSE under a Renewable Source Supply. Your bill will show no Climate Change Levy (CCL) charge.

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

declaration percentage will be supplied under a CHP Declaration Supply or Renewable Source Supply up to the percentage of GQCHP electricity shown in Your Agreement. The remaining electricity will be supplied without a CHP Declaration Supply or a Renewable Source Supply. Your bill will show CCL payable on electricity supplied in excess of the percentage shown as qualifying use on Your VAT declaration. 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 all electricity supplied.

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

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

- (a) at the end of a balancing period there is a credit to carry forward, or
- (b) 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 Price and Payment

4.1

- (a) From the Commencement Date, You shall be liable to pay Us the Prices in respect of the supply of electricity to each Supply Point pursuant to this Agreement. As soon as practicable after the end of each Billing Period We shall provide to You an account or invoice showing the amount payable under this Agreement, such amount to be paid by You to Us in full clear funds by direct debit to such account as We may from time to time in writing notify to You.

- (b) We may use any money which You pay to Us, any money We owe You or any security deposit You have provided to Us pursuant to this Agreement, to settle any amounts which are due to Us by You pursuant to, or in connection with, this Agreement.
- (c) 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 the date of issue of the invoice or account, 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 7.9(a) and/or clause 7.12.
- (b) If You disagree with any amount We have charged You, You must inform Us in writing immediately and in any event no later than 5 calendar days following the date of the relevant account or invoice so disputed. Your failure to inform us of Your disagreement in relation to any amount We have charged You (in accordance with this clause 4.2(b)) shall have no effect on Your requirement to pay Us, You shall be liable to pay any such amount in full, in accordance with clause 4.2(a). If any amount payable is the subject of a bona fide dispute, the full amount due pursuant to that account or invoice shall be paid in full.
- (c) Upon resolution of the dispute between the parties, any adjustment (debit or credit) shall be incorporated in the invoice for the subsequent Billing Period.
- (d) Payments received by Us from You shall be applied to invoices or accounts and interest charges in the order in which they were issued or made
- (e) You shall make all payments to Us without deduction, withholding or set off.
- (f) Any amounts payable under this Agreement are exclusive of any applicable United Kingdom tax, duty, levy, tariff, or any government imposed charge on electricity supplied to Your premises prevailing at the time of supply and which shall fall due on such amount, for which You shall be additionally liable
- (g) We will not be legally responsible to You or anyone else if We have not charged You sufficient United Kingdom tax, duty, levy, tariff or any government imposed charge on electricity supplied due to incorrect information You have provided to Us or a fact in any documents You have provided to Us is incorrect. In such circumstances, We reserve the right to invoice You for the balance of any shortfall pursuant to clause 4.1(a).
- (h) Notwithstanding the foregoing if Your direct debit arrangement is cancelled by You without Our prior agreement We shall be entitled to increase the Prices by 7% until such time as Your direct debit is reinstated.
- (i) We may charge You interest on late payments in accordance with clause 4.2(a) and We may also charge You fixed sum costs (in line with the Late Payments of Commercial Debts (Interest) Act 1998) and for reasonable costs incurred by Us in seeking to recover any overdue payments from You, such costs will be reflected on Your invoice.

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

- (a) if any direction is given pursuant to section 34 of the Act, by such amount as may be necessary to enable Us to recover from You an equitable proportion of the additional costs suffered by Us or SSE as a result of such direction.
- (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.
- (c) if it is found that any of the registration details of any Supply Point differ from that specified in the Schedule.
- (d) to reflect any adjustment in the amounts payable by Us or SSE for electricity under any of the specified agreements as may be defined in Our or SSE's supply licence.
- 4.4 If the Agreement has been terminated in accordance with these terms and conditions and Your new Supplier does not have a confirmed Registration for each Supply Point on the date of termination We shall be entitled by notice in writing to You to vary all or any of the Prices.
- 4.5 With effect from the Termination Date 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.
- 4.6 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:
- (a)
 - (i) Our and SSE's own records;
 - (ii) publicly available records; and
 - (iii) personal and business records at credit reference agencies.
 - (b) 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.
 - (c) 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.
 - (d) 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.
- 4.7 If the information for charging purposes under this Agreement is not available at any time for whatever reason (including the inability to obtain a meter reading) then We shall be entitled to

- make such estimates of amounts due and such amounts shall be paid by You, subject to any subsequent adjustments which may be necessary.
- 4.8 If it is discovered that any meter reading has been inaccurate or omitted or the translation of readings into amounts payable has been incorrect then the amount due from or to Us shall be paid forthwith.
- 4.9 If You ask Us to reprogram or change Metering Equipment to effect a pricing structure or profile change in accordance with clause 6.5 or provide You with data from Metering Equipment We shall be entitled to make a reasonable charge.
- 4.10 If any charges are made to Us 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.
- 4.11 If some or all of the charges set out in this Agreement are from time to time provisionally assessed or estimated by Us or by others providing an Agency Service or by other relevant third parties and such provisional amounts are used for the purposes of providing You with an account or invoice then upon reconciliation by Us of such account or invoice against actual charges incurred during the Billing Period You shall pay Us any additional sums in accordance with 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.
- 4.12 Where We have been unable to obtain any meter reading in respect of any Metering Equipment at any of Your Supply Points, as a result of Your fault or negligence or the acts or omissions of any Agency Service appointed by You (including obstructive or unreasonable behaviour) We shall not be liable for any loss you have suffered and We shall be entitled to deduct Our reasonable costs and expenses incurred in connection with obtaining or attempting to obtain meter readings at the relevant Metering Equipment and any resulting reconciliation exercise.
- 4.13 In the event the Customer does not provide the necessary direct debit instruction or withdraws the direct debit instruction, or cancels the direct debit, during the term of the Agreement, then We reserve the right to issue bills to the Customer in respect of the relevant Billing Period.
- 4.14 Notwithstanding any contrary provision contained in these terms and subject always to clause 4.15 below, We shall only issue an invoice to a Micro Business customer or otherwise seek to recover (including via a prepayment meter) the Prices for the supply of electricity from that Micro Business customer (hereinafter a "charge recovery action") in respect of:
- (a) units of electricity which could reasonably be considered to have been consumed within the 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.
- 4.15 Clause 4.14 does not apply in the following circumstances:
- (a) where any charge recovery action was taken prior to 1 November 2018;
 - (b) We or any of Our representatives, have taken any charge recovery action on or following 1 November 2018 in a manner which complied with clause 4.14 and, due to non-payment are continuing to take steps to obtain payment for the same units of electricity and, where applicable, the same amounts in respect of a standing charge or other type of supply charge;
 - (c) We have been unable to take a charge recovery action for the correct amount of electricity consumed due to obstructive or manifestly unreasonable behaviour of the Micro Business customer;
 - (d) any other circumstances, which the regulatory authority may specify by publishing a statement in writing.

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 or Smart Meter Service Provider You shall procure that:

- (a) any such Agency Service appointed is suitably qualified and accredited to Ofgem's MAMCOP;
- (b) 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 Us and SSE 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 for ourselves or SSE 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 Neither You nor any Agency Service shall damage remove/de-activate/replace or interfere with or permit any interference with any electrical plant, electric lines and cables or Metering Equipment used in connection with the supply of electricity to any Supply Point and You shall notify Us immediately where You have reason to believe there has been any such damage or interference.

- (a) You shall indemnify Us and SSE and keep Us and SSE indemnified from and against any amounts, losses or damages (including any termination charges in respect of Metering Equipment) which We or SSE incur as a result or arising from Your breach of clause 5.5 or the negligent acts or omissions of such Agency Service in connection with any Metering Equipment.

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.

- (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:

- (a) the Metering Equipment is operating outside the Margins of Error then:
 - (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
 - (ii) suitable adjustments shall be made to the accounts rendered by Us; or

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

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 (i) You notify Us in writing that You will no longer be the occupier of the premises and We accept this notice in accordance with clause 6.2(c); or (ii) another occupier enters into a supply agreement with Us, or another Supplier, for the supply of electricity to the Supply Point.
- (b) Where a new occupier is moving into a premises detailed in the Schedule, continuance of supply to the relevant Supply Points will be subject to clause 1.1 (conditions precedent) and clauses 4.1 to 4.12 (price and payment).
- (c) We shall have sole discretion to determine whether a notice provided in accordance with clause 6.2(a) is accepted. In making such determination, We may request that You provide reasonable evidence to support any proposed change in occupancy in respect of any relevant Supply Point. If You fail to provide Us with evidence, or evidence to our satisfaction, that demonstrates a change in occupancy has occurred (or will occur) then We shall be entitled to refuse acceptance of any notice pursuant to clause 6.2(a) and You will continue to be bound by the terms of this Agreement and shall be liable for all charges associated with the supply of electricity to the relevant Supply Point.

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

- (a) We shall be entitled to vary the Prices and You shall be liable to pay the revised prices; and/or;
- (b) You shall be liable to pay the supply charges associated to the incorrect information; and/or;
- (c) You shall pay Our administrative charges for the handling and rectification associated with the incorrect information; and/or
- (d) We may terminate this Agreement in accordance with clause 7.9(g).

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:

- (a) where the change in profile at the relevant Supply Point is as the result of Us or SSE carrying out Our statutory duties; or
- (b) 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 Renewal, Termination, Disconnection, De-energisation, Suspension and breach

7.1 Subject to clauses 7.6 or 7.7 and unless terminated earlier in accordance with the terms of this Agreement, this Agreement will continue in full force and effect until the Termination Date

7.2 Prior to the Termination Date, We will provide You with a Statement of Renewal Terms, or Micro Business Statement of Renewal Terms (as the case may be).

7.3 If You choose to renew this Agreement on the terms and conditions set out in the Statement of Renewal Terms, or Micro Business Statement of Renewal Terms, You must confirm Your acceptance by written notice, not less than 14 calendar days prior to the Termination Date (each being a "**Renewal Notice**").

7.4 If You provide Us with a Renewal Notice pursuant to clause 7.3 aboveabove

- (a) the terms of this Agreement will continue in full force and effect, subject only to the terms of the Statement of Renewal Terms, or Micro Business Statement of Renewal Terms; and
- (b) the Termination Date will be automatically extended to reflect the new date of termination set out in the Statement of Renewal Terms, or Micro Business Statement of Renewal Terms.

7.5 If You do not wish to renew this Agreement/provide Us with a Renewal Notice pursuant to clause 7.3 You may provide Us with a notice to terminate the Agreement (a "**Termination Notice**").

7.6 If, at the Termination Date, You have not served a Termination Notice on Us and You have not yet appointed a new Supplier, or Your new Supplier does not have confirmed Registration for each Supply Point, the provisions of this Agreement will, subject to clause 4.4, remain in full force and effect and We will continue to supply each Supply Point for which SSE remain as the registered Supplier on the terms set out in this Agreement, except that from the Termination Date the Prices that You pay Us for your supply under this Agreement will be amended and you will instead be charged Our Variable Business Rates for the energy consumed at the relevant Supply Points.

7.7 If, at the Termination Date, You have served a Termination Notice on Us but You have not yet appointed a new Supplier, or Your new Supplier does not have confirmed Registration for each Supply Point, this Agreement will remain in full force and effect and We will continue to supply each Supply Point for which SSE remain as registered Supplier on the terms set out in this Agreement, except that from the Termination Date the Prices that You pay for your supply under this Agreement will be amended and you will instead be charged Our Variable Business Rates for the energy consumed at the relevant Supply Points.

7.8 If either clause 7.6 or clause 7.7 apply,

- (a) where you are being supplied under our Variable Business Rates, you shall provide us with 30 days' notice should you wish to transfer your supply at Your Supply Points to another supplier;
- (b) You will continue to be charged our Variable Business Rates until Your Supply Points are taken over by another supplier, or You enter into a new contract with Us which replaces this Agreement;

- (c) where you are being supplied under our Variable Business Rates (as the case may be), We will not raise an objection, in the event that a new supplier makes an application to supply Your Supply Points, unless the terms of clause 7.12 apply; and
 - (d) Our latest Variable Business Prices that are applicable at any particular time will be notified to You in writing.
- 7.9 We shall be entitled to terminate this Agreement and/or de-energise any Supply Point immediately, without any liability to You, upon given written notice to You if:
- (a) You fail to pay any amount properly due and payable to Us under this Agreement; or
 - (b) without prejudice to (a)7.9(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
 - (c) You, in Our or SSE's reasonable belief, have made unauthorised use of electricity or committed theft of electricity; or
 - (d) 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;
 - (e) We or SSE would be breaching regulations made under Section 29 of the Electricity Act 1989; or;
 - (f) You do not provide any security deposit guarantee or bond to Us in terms of clauses 1.2 and 4.6 within 14 days of being so requested; or;
 - (g) any information that You provided Us or SSE is incorrect, or;
 - (h) You are in any other breach and fail to remedy such breach in accordance with this Agreement; or
 - (i) the Commencement Date has not occurred within 3 months from the Start Date.
- 7.10 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.
- 7.11 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,
- (a) raise an objection to such registration
 - (b) reregister the Supply Point, or
 - (c) 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).
- 7.12 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.
- 7.13 This Agreement shall terminate automatically upon Ofgem directing another supplier to take over Your electricity supply.
- 7.14 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 SSE in relation to the discontinuance of the supply of electricity.

- 7.15 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:

- (a) in the event of Force Majeure; or
- (b) In respect of any particular Supply Point, at any time and for so long as the Distributor disconnects or deenergises that Supply Point pursuant to a Connection Agreement or otherwise; or
- (c) if at any time and for so long as the conditions precedent set out in clauses 1.2 cease to be satisfied.
- (d) We believe it is necessary and any energy laws or industry agreements allow Us to do so;
- (e) We believe Your meter is not set up properly or is unsafe (including if We have not been able to read a meter that You have provided or if We believe the Metering Equipment is being interfered with); or
- (f) 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:

- (a) 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
- (b) neither Party shall in any circumstances be liable to the other Party for any loss of profit, revenue, business, savings (anticipated or otherwise) or any other form of economic or indirect or consequential loss. For the purposes of this clause 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:

- (a) any loss of profit, loss of revenue, loss of use, loss of contract or loss of goodwill; or
- (b) any indirect or consequential loss; or

- (c) loss resulting from the liability of either Party howsoever and whensoever arising save as provided in clause 9.2.
- 9.5 Neither We nor any of Our officers, employees or agents shall be liable to You for:
- (a) loss or damage arising out of any act or omission of the Distributor in the performance of its duties; and
- (b) any modifications to the Distribution system operated by the Electricity Distributor ("**Distribution System**") or Metering Equipment. In the event that You, or any third party, modifies or removes any of (or any part of) the Metering Equipment and/or Distribution System then You shall hold Us and SSE harmless and 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 and/or removal.
- 9.6 The Parties agree that each sub clause of this clause 9 shall be construed as a separate and severable contract term, and if one or more of such sub clauses is held to be invalid, unlawful or otherwise unenforceable the other of such sub clauses shall remain in full force and effect and shall continue to bind the Parties and shall survive termination of this Agreement.
- 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.
- 9.10 You acknowledge that SSE is the licenced supplier of your electricity supply but is not a party to this Agreement. Accordingly, You agree that SSE shall have no liability to You whatsoever under the terms of this Agreement.
- 10 Disclosure**
- 10.1 By signing this Agreement, You consent:-
- (a) 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
- (b) 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.
- (c) to Us and SSE receiving electricity consumption data for a period relating to less than one month from Remote Access Metering Equipment (where installed) for data presentment and energy advice, in the absence of any written instruction from You not to do so.
- 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.
- 10.3 Subject to clause 10.4, in addition to clause 10.1(c), You, as a Micro Business Customer, may provide a written instruction that We shall NOT collect electricity consumption data for a period relating to less than one month, (where a Remote Access device is present and capable) at any time during your contract with Us, and We will produce Your bill based upon standard settlement data associated to Your Supply categorization
- 10.4 Clause 10.3 only applies to NHH metered supplies with profile class 01 - 04.

11 Waiver

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 4.5, 6.1, 7.6, 7.7, 7.8 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 personally or sent by recorded delivery, facsimile transmission, email, or regular post, to Your address (as shown on Your last Bill or registered address) or to Our registered address. We may notify You via Our online service, XLN Energy My Account. Any notice or other communication shall be deemed to have been received: if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the next business day after posting or at the time recorded, by the delivery services or, if sent by regular post, at 9.00am on the third business day after posting; or if by Us via Our online service, XLN Energy My Account or by facsimile transmission or email, at 9.00am on the 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 such email or notification was sent to the correct number or email address and that confirmation shall have been kept.

13.2 Where You are obliged to provide any notification under this Agreement to Us, 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 No 1 Forbury Place, 43 Forbury Road, Reading RG1 3JHand marked for the attention of the White Label Product Manager.

14 Assignment and Subcontracting

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

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.

16.2 SSE Group shall have the right under the Contracts (Rights of Third Parties) Act 1999, or such other relevant legal right at law, to enforce the terms of this Agreement.

17 Verbal Agreements

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

- 18.1 You acknowledge that We and SSE may process information (including personal data) about You, obtained from You and/or other sources. If you would like further details about the way We use your personal data, please see our privacy notice available at www.xln.co.uk/privacy-policy. If you would like further details about the way SSE use your personal information, please see the privacy notice for SSE available at www.ssebusinessenergy.co.uk/privacy-policy/. If you would like a printed copy of our or SSE's privacy notice, please get in touch.
- 18.2 We and SSE may also monitor and record any communication We have with You, including phone conversations, webchats, Smart Meter, SMS and emails, to make sure We are providing a good service and to make sure We are meeting Our legal and regulatory responsibilities and to train Our staff.
- 18.3 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.
- 18.4 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; 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.

18.5 You are entitled to have a copy of the information We hold about You, and to have any inaccurate information corrected. We. For more information about this, please contact Your Account Manager at the address stated in 18.2.

19 Feed In Tariff

19.1 Where SSE is a Mandatory Feed in Tariff Licensee and as a result it is 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 On-line 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 XLN Energy My Account 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.

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

21 Connection Agreement

- 21.1 This clause 21 shall apply where there is no pre-existing 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.

22 Terms and conditions for Smart Meters (if applicable)

- 22.1 These additional terms and conditions apply to You if there is a Smart Meter at any of Your Supply Points (subject to compatibility with our systems).
- 22.2 Your account or invoice will be based on readings from Your Smart Meter so that We can send You a bill, offer You the most appropriate tariffs and energy saving products, and for the other purposes set out in clause 22.3. You will let SSE or Us collect this information while We supply Your Energy. If We or SSE cannot access readings from Your Smart Meter (for example because of a failure of the Smart Meter) We may estimate Your account or invoice.
- 22.3 We or SSE or Our/their agents own any Smart Meter equipment We install or provide You access to at all times.
- 22.4 The monitoring interface linked to Your Smart Meter may not work with another supplier. If You move property, You must leave the Smart Meter equipment at the property at which it was installed.
- 22.5 If We or SSE need to make changes to Your supply of electricity, We, or SSE, may do this using Your Smart Meter without having to visit Your premises / the Supply Point. This may include repairing or updating the Smart Meter or disconnecting Your electricity supply (all in accordance with the terms of this Agreement).
- 22.6 You shall let us know immediately if there is any reason why We or SSE may not receive information from a Smart Meter or if You think it has been tampered with.
- 22.7 While SSE supply electricity to You SSE will collect information about Your Energy usage from Your Smart Meter in accordance with Your meter reading frequency.
- 22.8 In addition to the monthly information SSE collect, if You have chosen to have your information about Your Energy usage collected from Your Smart Meter at half hourly intervals, We, and SSE Group, will use this information, to:
- (a) manage Your account and to Supply the services You have requested from Us; and
 - (b) collect Your half hourly readings once a day unless We or SSE notify You otherwise.
- 22.9 You can change your mind at any time about the frequency of Smart Meter consumption data collection, just let us or SSE know. You can do so at any time by emailing SmartHypercareservice@sse.com or calling the XLN Customer Service Telephone Number or e-mailing the XLN Customer Service E-mail Address and giving Your account details.
- 22.10 SSE, as registered supplier, may contact You directly regarding the installation and operation of any Smart Meter at Your Supply Points.
- 22.11 If You later wish to stop SSE collecting half hourly information please email SSE directly at SmartHypercareservice@sse.com or call the XLN Customer Service Telephone Number or e-mail the XLN Customer Service Email Address and give Your account details.
- 22.12 Further information on how SSE use your data in regard to Smart Meters is contained in the SSE Privacy Policy available on the SSE website at <https://ssebusinessenergy.co.uk/privacy-policy/> and

also in the SSE Smart Meter Data Guide which is available on the SSE website at <https://www.ssebusinessenergy.co.uk/smart-data-guide>

22.13 If you have a Smart Meter installed by another supplier You should tell us this before you transfer to us. After You transfer to Us You may not be able to use all the functions of the Smart Meter.

22.14 If you subsequently cease to take electricity from SSE then you may not be able to use all or any of the Smart Meter functions.

23 Terms and conditions for Green Deal (if applicable)

23.1 These terms and conditions are in addition to the Standard Terms and Conditions of Supply and apply to you if there is a Green Deal Plan at the premises.

23.2 Green Deal Charges are set by the Green Deal Provider and agreed with the original occupier who arranged the Green Deal Plan.

23.3 Your Green Deal Charges will be included in Your electricity bills and/or statements which will be sent to You (or where applicable, will be available online).

23.4 Your Green Deal Charges will be paid by the same method of payment as Your electricity prices. We will pass these payments, once collected, to Your Green Deal Provider (or their nominated recipient).

23.5 We will only collect Green Deal Charges from You that become due from the Commencement Date and You agree to allow Us to collect Green Deal Charges until such time as You have arranged for a new Supplier (who must be a Green Deal Licensee) to supply electricity to the Property.

23.6 You agree that if You do not pay your bill as agreed under this Contract, any electricity prices and Green Deal Charges shall be split pro rata between Us and the Green Deal Provider (or their nominated recipient) according to the ratio of electricity prices to Green Deal Charge irrespective of Your intentions or instructions on how the electricity prices and Green Deal Charges should be treated or dealt with.

23.7 Should You remain the Green Deal Bill Payer after the Standard Terms and Conditions of supply under this Contract have terminated, You will still be required to pay any Green Deal Charges due under the Green Deal Plan

24 Definitions and Interpretations

24.1 In this Agreement:

Act means the Electricity Act 1989 as amended by the Utilities Act 2000 and regulations made there under as amended extended consolidated or re-enacted from time to time.

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

Advanced Meter (AMR) 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.

Agency Services 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 SSE and the term "**Agency Service**" shall refer to any of the service providers.

AMR Service Provider means Agency Service for the provision and maintenance of AMR metering services.

Agreement means Contract together with these standard terms and conditions including any Schedules and any special conditions, in each case as agreed between the Parties.

Available/Authorised Capacity means the capacity in kVA normally kept available as may be specified by the Distributor in the relevant connection agreement.

Billing Period means either quarterly or monthly or any other period that may be agreed whichever is the payment method for each relevant Supply Point specified in the Contract.

Business Day means any other day than a Saturday, Sunday, Bank or Public Holiday in the United Kingdom.

Capacity Market has the meaning ascribed to the term "the capacity market" in the Electricity Capacity Regulations 2014.

Capacity Market Regulations means the Electricity Capacity Regulations 2014 and the associated Capacity Market Rules 2014 as amended by the Capacity Market (Amendment) Rules 2014.

Central FIT Register has the meaning ascribed to the term central FIT register in the FIT Order.

CHP Declaration Supply means electricity supplied from this Agreement from GQCHP.

Commencement Date has the meaning set out in clause 2.1 of this Agreement.

Contract means the document so titled and annexed to this Agreement.

Data Aggregator means the accredited person appointed to summate meter readings received from Data Collector(s) to include any of their successors and permitted assigns.

Data Collector means the accredited person(s) appointed to retrieve, validate, and process meter readings to be forwarded to the Data Aggregator and to include any of their successors and permitted assigns
Data Retriever means the accredited person(s) appointed to retrieve, and process meter readings to be forwarded to the Data Collector and to include any of their successors and permitted assigns.

Deemed Contract 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.

Distributor/Network Operator means either the Electricity Distributor (in England and Wales) or the Network Operator (in Scotland) as defined below.

Electricity Distributor/Network Operator means the person(s) who operates the distribution system(s) through which the supply of electricity is delivered at any relevant Supply Point.

Eligible Installation any Plant located at a Site Address which is capable of small-scale low-carbon electricity generation (as defined under the FIT Order); and except as provided otherwise in the FIT Order all such Plant at the same Site Address which is capable of generating electricity from the same type of eligible low-carbon energy source is to be treated as a single Eligible Installation.

Feed-in Tariff Scheme means the environmental programme introduced by the government to promote the use of small-scale renewable and low-carbon electricity generation technologies.

FIT Order Feed-in Tariffs Order 2012 (SI 2012/2782) as amended from time to time.

Force Majeure means any event or circumstance which is beyond the reasonable control of a Party and which results in or causes the failure of that Party to perform any of its obligations under the Agreement, provided that lack of funds shall not constitute Force Majeure.

Feed-in Tariff Payments means payments for generation and/or export Good Quality CHP(GQCHP) has the meaning ascribed to it in the CHP Quality Assurance programme (as amended from time to time).

Green Deal Arrangement Agreement means the Green Deal Arrangements Agreement dated 1st October 2012 (as amended and updated from time to time) which establishes a mechanism for the collection of Green Deal Charges through electricity bills.

Green Deal Bill Payer means a person responsible for paying the Green Deal Charges in respect of the Green Deal Premises.

Green Deal Charges means the charges that are due under a Green Deal Plan by the Green Deal Bill Payer; **Green Deal Licensee** means a licensed electricity supplier that has either: (i) been instructed under its Supply Licence to collect, or (ii) voluntarily agreed to collect, Green Deal Charges as an agent and trustee on behalf of a Green Deal Provider.

Green Deal Plan means a plan arranged by the owner or occupier of the Green Deal Premises (and agreed by the Green Deal Provider) to pay for the energy efficiency improvements which are to be installed at the Green Deal Premises, where such energy efficiency improvements are to be paid for wholly or partially in instalments through the electricity bills.

Green Deal Premises means the property where energy efficiency improvements are to be installed under a Green Deal Plan.

Green Deal Provider means an accredited person or party registered as a Green Deal Provider who may offer a Green Deal Plan.

Half Hourly Metering Equipment means Metering Equipment which measures and records electricity usage on a half hourly basis

MAM or **Meter Asset Maintenance** means all site activities including but not limited to the installation, commissioning, testing, repair, maintenance, removal and replacement of Metering Equipment.

MAMCOP means Meter Asset Manager's Code of Practice.

Mandatory Feed-In Tariff Licensee means a licensed electricity supplier required to join the Feed-in Tariff scheme.

MAP or **Meter Asset** provision means the supply of Metering Equipment.

Margins of Error means the permitted margins of error specified in the regulations made under the Act or the relevant code of practice issued pursuant to the Balancing and Settlement Code, Settlement Agreement for Scotland or Master Registration Agreement (as applicable).

Meter Operator means the person(s) appointed to provide MAP and/or MAM services and/or Meter Operator Services as appropriate at each relevant Supply Point.

Meter Operator Services means the provision of MAP and/or MAM services which may be provided by separate entities and Meter Operator Services shall be construed accordingly.

Metering Equipment 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.

Micro Business A Supply Point at which a supply is taken by a 'relevant consumer', as defined in section 2(1) of the Gas and Electricity Regulated Providers (Redress Scheme) Order 2008.

Micro Business Customer Contract means the document titled "Contract" or "Confirmation Contract" or "Matrix Contract" as the case may be and annexed to this Agreement.

Micro Business Statement of Renewal Terms A statement advising You of the fixed term period; Relevant Date; Your right to prevent automatic extension of the fixed term and the address for such communication and an explanation of the consequences of not renewing the Micro Business Customer Contract or agreeing a new contract before the Relevant Date.

Network Operator means the company licensed to run the electricity distribution network in the area that delivers electricity to any relevant supply point.

Non-Half Hourly Metering Equipment (NHH) means Metering Equipment which does not measure and record electricity usage on a half hourly basis.

Our/Us/We means the Party named as XLN Energy Limited in the Contract, its employees, sub-contractors and agents and its successors and permitted assigns.

Party means either You or Us, and Parties means You and Us.

Plant means any equipment, apparatus or appliance.

Prices means the unit rates and other charges as specified in the Schedule(s) and/or Contract, and shall include standing charges and Distribution Use of System (DUoS) charges.

Registration means the recording on the Supplier Metering Registration System of a person as being responsible for the provision of a supply of electricity or an Agency Service with effect from a particular date.

Relevant Date means a date which is at least 30 days, and no longer than 90 days, before the date any fixed term period of a Micro Business Customer Contract is due to end.

Remote Access means the access from a remote location to electricity consumption data.

Renewal Notice means a notice provided by You to Us confirming your intention to renew this Agreement pursuant to the terms of the Statement of Renewal Terms, or Statement of Micro Business Renewal Terms (as the case may be).

Renewable Source Electricity or RSE has the meaning ascribed to in Paragraph 19, Schedule 6, Finance Act 2000.

Renewable Source Supply means electricity supplied under this Agreement from RSE.

Schedule(s) means a schedule annexed to this Agreement and the term "Schedules" shall be construed accordingly.

Site Address means the premises specified in the Contract and Schedule to be supplied with electricity under this Agreement.

Smart Meter means Metering Equipment which enables Us or SSE to remotely communicate with Your electricity meter and collect Your electricity consumption data without us or SSE having to physically visit your premises.

SSE means SSE Energy Supply Limited registered in England and Wales No 03757502 whose registered office is at No 1 Forbury Place, 43 Forbury Road, Reading RG1 3JH, its employees, sub-contractors and agents and its successors and permitted assigns.

Start Date is the Day specified on the Contract when the Parties anticipate supply will commence at the Supply Points pursuant to the terms of the Agreement starts and which may be also referred to as "Supply Start Date" "Contract Start Date" or "Anticipated Start Date" or "Registration Start Date".

Supplier means in relation to a Supply Point a person You have appointed to supply You with electricity.

Supply Point(s) 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.

Statement of Renewal Terms A statement provided to You approximately ten (10) weeks, before the Termination Date containing the terms of Your Contract with Us should You renew cancel without appointing a new supplier or do nothing, and containing all the key terms that will apply after the Termination Date.

Termination Date means the termination or expiry date specified on the Contract (or Micro Business Customer Contract), or any Statement of Renewal Terms/Micro Business Statement of Renewal Terms accepted by You or such other date as may be agreed in writing by the Parties.

You/Your means the Party named as the customer in the Contract.

Variable Business Rates Our variable business rate that are applicable at any particular time will be notified to You in writing.

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

- (a) that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated from time to time whether before or after the date of this Agreement; and

(b) all statutory instruments made pursuant to it