

Your Gas Terms and Conditions

XLN/SSE Standard terms and conditions for the supply of gas 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 a licensed gas supplier and licensed gas shipper under Section 7A of the Act;
 - (e) For each Supply Point, SSE being a party to the Relevant Gas Transporter's Network Code;
 - (f) For each Supply Point each appropriate Agency Service having a confirmed Registration;
 - (g) SSE having a confirmed Registration as Shipper for each Supply Point;
 - (h) You confirming to Us that SSE are the sole Supplier of Gas to each Supply Point;
 - (i) The Metering Equipment at the Supply Point(s) not comprising a pre-payment meter;
 - (j) Us having received confirmation from the Relevant Gas Transporter of your Nominated Annual Consumption; and
 - (k) You providing Us and SSE with the emergency contact details required under clause 24.
 - 1.3 In the event that gas is supplied prior to satisfaction of each condition precedent for all Supply Points We shall be entitled to charge for Gas 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 gas 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 Gas to each Supply Point up to the relevant Nominated Annual Consumption or if applicable Maximum Consumption(s) provided that the Relevant Gas Transporter's network is capable of transporting the required volumes 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 of this Agreement or via XLN Energy My Account at least 60 days before the expiry of the Termination Date of your options for Your supply of gas at Your Supply Point(s).

3.2 All Gas passing through the Supply Point(s) 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 Gas supplied under this Agreement shall pass to You at the Supply Point.

3.4 In the event that You exceed the Nominated Annual Consumption or if applicable the Maximum Consumption and/or the Maximum Daily Capacity and/or the capacity of the Relevant Gas Transporter's Gas Supply Network or Installation Pipe work or both at any Supply Point then You shall pay to Us any costs, losses or expenses incurred by Us or SSE 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 Gas 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 cost.

3.6

(a) Subject to Clause 3.6(b), if SSE do not already supply a site at 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 start supplying You if You ask for 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 old supplier prevents Us or SSE from transferring the supply.

(ii) We 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

(B) the information You have provided is incorrect; and

(C) We cannot easily get that information from any other source.

- (iii) You are connected to a private gas network and 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
- (iv) Your old supplier has told You about the 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.
- (v) You do something that prevents SSE from taking over the supply. Ofgem prevents SSE from supplying you.
- (vi) 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 The characteristics of the supply will be in accordance with the relevant Network Code.

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 gas 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 You pay Us, any money We owe You or any security deposit You have provided to Us 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 administrative 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(b) and/or clause 7.12.
- (b) If you disagree with any amount We have charged You, You must tell us 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 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 Gas 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 enough United Kingdom tax, duty, levy, tariff or any government imposed charge on gas supplied because of 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 re-instated.
- (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 the relevant section 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 Gas which is not within Our or SSEs reasonable control, including but not limited to:
 - (i) any variation in or introduction of charges made by the Relevant Gas Transporter or as a result of a new tax, levy, duty or tariff of the United Kingdom;
 - (ii) any changes to the method of recovering Agency Services or associated costs;
 - (iii) the cost of installing at any Supply Point, Metering Equipment that at relevant consumption levels is capable of meeting the requirements for daily metering of the Gas supplied and or an Advanced Meter where the measured annual consumption of Gas is more than 732,000kWh; where there
 - (iv) 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 Gas 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 disconnected.
- (c) if it is found that any of the Registration details of any Supply Point differs from that specified in the Schedule.
- (d) to reflect any adjustment in the amounts payable by Us or SSE for Gas under any of the specified agreements as may be defined in Our or SSE's supply or shipper licence.

4.4 If the Agreement has been terminated in accordance with these terms and conditions and Your new Supplier has not 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 Rates from time to time to reflect the prevailing gas market
- 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) Our and SSE's own records;
 - (b) publicly available records; and
 - (c) personal and business records at credit reference agencies.
 - (i) 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.
 - (ii) 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.
 - (iii) 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 or provide You with data from Metering Equipment We shall be entitled to make a reasonable charge.
- 4.10 If the Relevant Gas Transporter imposes any additional charges in connection with the supply of Gas 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 to be 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 gas from that Micro Business customer (hereinafter a “charge recovery action”) in respect of:
- (a) units of gas 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 gas 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 gas 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 Services providers including AMR Service Provider You shall procure that:
- (a) any such Agency Service provider appointed is suitably qualified and accredited under 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 SupplyPoint 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 gas 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 and 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 plant, mains pipes, Metering Equipment or other apparatus used in connection with the supply of Gas to any Supply Point and You shall notify Us immediately where You have reason to believe there has been any such damage, removal/de-activation/replacement 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 Network Code which conforms to the requirements of Section 17 (1) of the Act and is of an appropriate type for registering the quantity of gas supplied.
- 5.7 If, in accordance with Section 17 of the Act You require a meter examiner to examine the Metering Equipment provided for the purposes of ascertaining the quantity of Gas supplied under this Agreement and then when so examined, the meter is found to register inaccurately to a degree exceeding that permitted by the regulations under such Section then:
- (a) the meter shall be assumed to have registered inaccurately to the degree so found since the
- (b) penultimate date on which (otherwise than in connection with the examination), the meter was read or such other date other than where it is proved to have begun to register inaccurately as We shall reasonably determine; and
- (c) the amount of the allowance to be made to, or the surcharge to be made on, You in consequence of the inaccurate registration shall be paid to or by You as the case may be within fourteen (14) days of such determination.
- 5.8 Where a meter is removed for the purpose of being examined in accordance with clause 5.7 above, the expenses incurred in removing, examining and re-installing the meter and fixing a substituted meter shall, if the meter is found to register accurately or inaccurately to a degree not exceeding that permitted by the regulations under section 17 of the Act, be paid by You but otherwise by Us.
- 5.9 If it is discovered that any meter reading has been inaccurate or the meters had omitted to register Gas supplied or the translation of reading into charges has been incorrect then the amount of money due from or to Us shall be paid within fourteen (14) days of such determination.

- 5.10 If it is found that 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.
- 5.11 We, SSE and/or the Relevant Gas Transporter may install, operate, maintain and renew such main and subsidiary meters and other apparatus, mains and pipes up to the Supply Point ("Equipment") together with further or subsidiary meters ("**Further Equipment**") beyond that point on Your Installation Pipe work as We and SSE and/or the Relevant Gas Transporter may reasonably require for the supply of Gas, the ascertainment of kWhs supplied, the control of Gas and the protection of the Relevant Gas Transporter's Pipeline System according to statutory requirements and the Network Code all of which, with the exception of Your Installation Pipe work, shall remain in the ownership of either the Relevant Gas Transporter and/or Us as appropriate.
- 5.12 You shall pay such contribution as may be agreed towards installation, maintenance and renewal of all or part of the Equipment and such contribution shall not give You any rights of ownership therein.
- 5.13 In the event that works have to be carried out in respect of the Equipment and/or Further Equipment then You shall provide Us, SSE and/or the Relevant Gas Transporter at any time upon request with the appropriate authority to carry out such works; power, water, drainage and associated facilities free of charge; safe, unimpeded and unlimited access in respect of the part of the Site Address in which the Equipment and/or Further Equipment is laid or to be installed.
- 5.14 You shall be responsible for all pipes and apparatus installed for the purposes of supply hereunder beyond the Supply Point unless We, SSE or the Relevant Gas Transporter shall notify You otherwise.

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 Gas 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 an agreement with Us or another Supplier for the supply of Gas 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 1.2 (conditions precedent) and clauses 4.1 to 4.13 (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 gas to the relevant Supply Point.
- 6.3 In the event that any information, including but not limited to, Supply Point Meter Point Reference Number data, Supply Point address, contract Start Date, Nominated Annual Consumption,

Maximum Consumption and anticipated consumption volume or the Maximum Hourly Consumption or the Maximum Daily Consumption (if applicable), provided by You is incorrect then:

- (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 gas 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 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 Gas 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 Gas 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 at a relevant Supply Point as detailed in the Schedule to an alternative pricing structure at the same relevant Supply Point provided You have been charged under the former pricing structure 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 pricing structure at the relevant Supply Point is as the result of Us or SSE carrying out Our statutory duties; or
- (b) where the change in 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 at any relevant Supply Point any future variations of the pricing structure 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 above:
- (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, this Agreement will, subject to clause 4.4 continue 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 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 (as the case may be) until Your Supply Points are taken over by another supplier, or You enter into a new contract with Us which replaces this Agreement; and
 - (c) where you are being supplied under our Variable Business Rates, 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.
 - (d) Our latest Variable Business Prices that are applicable at any particular time will be provided 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 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 gas or committed theft of gas; 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 the Gas 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 de-energisation.
- 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) re-register 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 gas supply.
- 7.14 We shall be entitled to (without prejudice to any rights or remedies that We may have under this Agreement) suspend or interrupt the supply of Gas to the Site Address(es): if,
- (a) SSE are unable to supply Gas due to an event of Force Majeure; or
 - (b) You are in breach of any of the terms of this Agreement and fail to remedy such breach within the period stated in the written notice; or
 - (c) to avoid danger or for safety reasons; or
 - (d) as a result of legal or regulatory requirements.
- 7.15 The Relevant Gas Transporter may instruct You to stop using or restrict Your use of Gas and You shall comply with any instruction.
- 7.16 Upon termination You shall allow Us and/or SSE the right to enter the Site Address(es)) to remove any of Our equipment and/or to disconnect 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 Gas and

any debt recovery costs.

- 7.17 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 gas plant, cables or Metering Equipment used in connection with the supply of gas to each Supply Point, the removal and/or replacement of any such equipment, disconnection 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 Gas 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 Relevant Gas Transporter disconnects that Supply Point pursuant to its Network Code or otherwise; or
 - (c) if at any time and for so long as the conditions precedents set out in clause 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 need to test emergency or safety procedures (including energy industry procedures).
- 8.2 If the supply of Gas 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 or SSE as a result of such discontinuance and the subsequent resumption of the supply of Gas (including any payments which We are required to make to the Relevant Gas Transporter).

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 however and whenever 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 Relevant Gas Transporter in the performance of its duties; and
 - (b) any modifications to the Pipeline System or Metering Equipment. In the event that You or any third party, modifies or removes any of (or any part of) the Pipeline System and /or the Metering Equipment You shall hold us harmless and 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 shall be 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 , 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 gas 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 or Shipper 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 Gas to the Supply Point; and
 - (b) to the disclosure to any person of information relating to the supply of Gas 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 Gas to any Supply Point.
 - (c) to Us and SSE receiving gas 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 In addition to clause 10.1(c), You, as a Micro Business Customer, may provide a written instruction that SSE shall NOT collect Gas 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 SSE, and We will produce Your bill based upon standard settlement data associated to Your Supply categorisation.

10.4 Clause 10.3 only applies to Gas supplies with an Annual Quantity of less than 732,000kWh.

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 4.54.4, 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, e-mail, 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 on-line 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 service or, if sent by regular post, at 0.00am on the third business date after posting; or if by Us via Our on-line service XLN Energy My Account or by facsimile transmission or email, at 9.00am on the actual day of delivery or transmission provided that in the r case of the e-mail 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, 21-24 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 3JH and marked for the attention of the White Label Product Manager.

14 Assignment and Sub-Contracting

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 sub-contract any of Our obligations hereunder 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.
- 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 gas 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 Not used.
- 18.3 We may also monitor and record any communication We have with You, including phone conversations, webchats, Smart Meter, SMS and e-mails, 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.
- 18.4 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 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.

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.

(c) 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.

We and other organisations may access and use, from other countries, information recorded by

(d) fraud prevention agencies.

(e) If You are a director of a company, We will contact credit reference agencies to confirm that the

(f) 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. For more information about this, please contact your Account Manager at the address stated in 18.2.

19 **Nominated Annual Consumption(s)**

19.1 You undertake to provide Us with Your Nominated Annual Consumption(s):

(a) prior to and effective from the Start Date;

(b) at least one calendar month prior to and effective from the anniversary of the Commencement Date and every anniversary thereafter until the Termination Date or for so long as We continue to supply your Supply Points;

19.2 Unless We have agreed to supply You Gas up to the Maximum Consumption(s)) You warrant that You shall not consume Gas in excess of the Nominated Annual Consumption(s)) and, if in breach, You shall pay Us all reasonable costs we incur as a result (without prejudice to our right to terminate this Agreement).

20 **Maximum Consumption(s) (applicable where the Nominated Annual Consumption exceeds 732,000 kWhs (25,000 therms))**

20.1 You warrant that You shall not in any Hour, Day or Contract Term consume Gas in excess of any of the nominated levels of Maximum Consumption(s)) and that You shall provide Us with Your nominated levels of Maximum Consumption:

(a) prior to and effective from the Commencement Date:

(b) at least one calendar month prior to and effective from the anniversary of the Commencement Date and every anniversary thereafter until the Termination date.

(c) by r Termination Date for each successive Contract Term.

20.2 In the event that You anticipate requiring Gas in excess of any of the nominated levels of Maximum Consumption(s)) then You shall give Us not less than forty nine (49) days written notice of Your requirements and we shall ensure that SSE endeavour to supply the excess Gas

subject to terms being agreed by the Parties provided that neither We nor SSE shall not be under any obligation to do so.

If You consume Gas in excess of any of the nominated levels of Maximum Consumption(s), Maximum

20.3 Daily Consumption or Maximum Hourly Consumption without Our consent, then:

- (a) We shall be entitled to vary the charges in order to recover any costs, charges and expenses which We reasonably determine to have been incurred as a result thereof; and/or;
- (b) We may request that SSE cut off or limit Your supply or terminate this Agreement.

20.4 Any amounts payable by You under this clause 20 shall be made by You within fourteen (14) days of the date of an invoice from Us.

20.5 If you are a Daily Meter Customer the following additional clauses shall apply:

- (a) You will provide us with an estimated forecast of the Gas that will be consumed for each Day of the Contract term (including any periods of shut down or where the consumption requirement significantly differs). You are required to inform us immediately if the forecast is no longer accurate for any period and provide a revised forecast;
- (b) You warrant that You shall not in any Hour, Day or Contract term consume Gas in excess of any of the nominated levels of Maximum Consumption and that You shall provide Us with Your nominated levels of Maximum Daily Consumption: at least 5 Working days prior to the Day you require the Gas;
- (c) Where you fail to notify Us in accordance with clause 20.5(a) and a forecast is not provided the Gas Transporter reserves the right use your Maximum Daily Consumption stated for the previous weeks booked consumption;
- (d) You acknowledge and agree that the Maximum Daily Capacity and the Maximum Hourly Capacity and
- (e) any changes you may request to the same are subject always to the conditions of the Network Code;
- (f) You acknowledge and agree that your requested changes to the Maximum Daily Capacity or the Maximum Hourly Capacity are subject to the terms of the Network Code and may be passed to the Gas Transporter whose decision shall be final and binding on You. Any change to the Maximum Daily Capacity or the Maximum Hourly Capacity may result in a change to the Prices and/or the charges of the Gas Transporter. You will pay any costs of the Gas Transporters as a result of any change in accordance with Clause 6.3 and this clause 20.5;
- (g) You acknowledge that the Gas Transporter reserves the right to amend the Maximum Daily Capacity and the Maximum Hourly Capacity in accordance with the Network Code and We reserve the right to revise Your Prices as a consequence of the Gas Transporter's actions; and
- (h) You must notify Us prior to the Start Date if you have participated in a distribution network interruptible capacity auction and you intend to continue to participate in such auctions during the Contract term.

21 **Minimum Annual Consumption(s) (applicable where the Nominated Annual Consumption(s) is or exceeds 732,000 kWhs (25,000 therms))**

21.1 You warrant that You shall not take less than eighty per cent (80%) of Your Nominated Annual

Consumption(s) ("**Minimum Annual Consumption**") in respect of each Site Address.

- 21.2 In the event that Your actual consumption for any Site Address falls short of the Minimum Annual Consumption(s)) then;
- (a) We shall be entitled to charge You for the difference between Your actual consumption(s) and Your Minimum Annual Consumption(s) at the minimum price of the Price detailed in the Schedule(s) subject to You indemnifying Us in respect of any fees, costs, losses, or expenses incurred by Us in selling back into the GB wholesale market any Gas purchased by Us to meet Our obligations to You under this agreement that will not be consumed by You at any or all Supply and/or;
- (b) We may request that SSE cut off or limit Your supply or terminate this Agreement.
- 21.3 Any amounts payable by You under this clause shall be made by You within fourteen (14) days of the date of an invoice from Us.

22 **Quality and Pressure**

- 22.1 The Gas supplied to You under this Agreement shall conform to the quality standards provided for under Section 16 of the Act and shall be at the pressure laid down in Relevant Gas Transporter's Network Code.

23 **Calculation of Kilowatt Hours Supplied**

- 23.1 The volume of Gas registered by the meter at each Supply Point corrected for temperature and pressure as appropriate shall be prima facie evidence of the quantity of Gas supplied under the Agreement subject to clause 5.1.
- 23.2 You shall be charged by reference to the number of kWhs calculated in accordance with the prescribed methods under Section 12 of the Act.

24 **Force Majeure**

- 24.1 If either Party is by reason of an event or circumstance of Force Majeure is unable wholly or in part to carry out its obligations under this Agreement (to include in Our case failure to make available for supply at the Supply Point which failure results from a failure of any of its suppliers of Gas to deliver the quantity of Gas nominated by ourselves or SSE for delivery on that Day, or of the failure of the Relevant Gas Transporter to transport such Gas to the Supply Point and excluding in Your case Your payment obligations), then upon serving written notice of the nature and the extent of the circumstances being relied upon from the affected party ('Affected Party') to the other Party within forty eight (48) hours of the occurrence of the cause being relied upon, then the Parties shall be released from its obligations and suspended from the exercise of its rights hereunder to the extent which they are affected by the circumstances of Force Majeure and for the period during which those circumstances exist, provided that the Affected Party shall have used reasonable endeavours to terminate or circumvent the circumstances of force majeure as soon as reasonably practicable and the Affected Party shall not be released by reason of force majeure from any obligations to indemnify or to make any payment hereunder .

25 **Emergency Contacts**

- 25.1 In the event that You suspect or are aware of a Gas leak then You must immediately notify the Relevant Gas Transporter on 0800 111 999 or such other number as may vary from time to time that shall be printed on the reverse of all invoices.
- 25.2 You shall provide Us and SSE a list with the details of three (3) of Your representatives familiar with the location of all the Supply Points on each Site Address to include their job titles and their telephone numbers at which they can be contacted at all times in the case of an emergency or the details of a twenty four (24) hour contact point. If a Site Address consumes more than 50,000 therms (1,464,000 kWh) then You must also provide a fax number capable

of 24 hour receipt.

- 25.3 In the event of escape of Gas at a Site Address then either the Relevant Gas Transporter, Ourselves and/or SSE shall have the right of access at all times to the affected Site Address and make safe such Site Address by performing such repairs or cutting off or restricting the supply of Gas to the Site Address at either Our and/or the Transporters and/or SSE's sole discretion.
- 25.4 You shall reimburse Us in respect of any repairs to the Site Address' Installation downstream of the supply point and/or other remedial work reasonably and necessarily performed provided that You shall not be liable for the cost of such repairs or remedial work if the source of any escape of Gas is located on or upstream of the Supply Point or is any way attributable to Ourselves and/or the Transporter.
- 25.5 Pursuant with section Q 1.6, (Priority Consumers), of the Network Code, You will complete and return to us a questionnaire titled 'priority gas details' to enable Us to ascertain the priority category of Your supply in an emergency situation. Information supplied will be passed to Transco who may in turn pass it to the relevant Government department. Information provided will be treated as confidential and complies with the Data Protection Act 1998.

26 **Safety**

- 26.1 You must not misuse your supply of Gas so it becomes a health and safety risk or is likely to damage people or property.
- 26.2 We, SSE or the Gas Transporter may contact you in the event of an emergency.
- 26.3 If requested by any person under clause 26.2 to restrict use of or stop using Gas you shall use best endeavours to refrain from using or restrict your Gas use as instructed.

27 **Use of On-Line Services**

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

- 27.1 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;
- 27.2 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 usernames and passwords;
- 27.3 You, Your authorised representatives or agents must provide Us with an up to date
- 27.4 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;
- 27.5 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;
- 27.6 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 on-line services by use of XLN Energy My Account.
- 27.7 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.

- 27.8 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.
- 27.9 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.
- 27.10 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.

28 **Terms and conditions for Smart Meters (if applicable)**

- 28.1 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).
- 28.2 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 28.3 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.
- 28.3 We or SSE or Our/their agents own any Smart Meter equipment We install or provide You access to at all times.
- 28.4 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.
- 28.5 If We or SSE need to make changes to Your supply of gas, 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 gas supply (all in accordance with the terms of this Agreement).
- 28.6 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.
- 28.7 While SSE supply gas to You SSE will collect information about Your Energy usage from Your Smart Meter in accordance with Your meter reading frequency.
- 28.8 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.
- 28.9 You can change your mind at any time about the frequency of Smart Meter consumption data collection, just let us know. You can do so at any time by emailing SSE directly 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.
- 28.10 SSE, as registered supplier, may contact You directly regarding the installation and operation of any Smart Meter at Your Supply Points.

- 28.11 If You later wish to stop SSE collecting half hourly information please email SSE directly at SmartHypercareservice@sse.com or call the Customer Service Telephone Number or e-mail the Customer Service Email Address and give Your account details.
- 28.12 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>.
- 28.13 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.
- 28.14 If you subsequently cease to take gas from SSE then you may not be able to use all or any of the Smart Meter functions.

29 Terms and conditions for Green Deal (if applicable)

- 29.1 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.
- 29.2 Green Deal Charges are set by the Green Deal Provider and agreed with the original occupier who arranged the Green Deal Plan.
- 29.3 Your Green Deal Charges will be included in Your gas bills and/or statements which will be sent to You (or where applicable, will be available online).
- 29.4 Your Green Deal Charges will be paid by the same method of payment as Your gas prices. We will pass these payments, once collected, to Your Green Deal Provider (or their nominated recipient).
- 29.5 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 gas to the Property.
- 29.6 You agree that if You do not pay your bill as agreed under this Contract, any gas 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 gas prices to Green Deal Charge irrespective of Your intentions or instructions on how the gas prices and Green Deal Charges should be treated or dealt with.
- 29.7 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

30 Definitions and Interpretations

- 30.1 In this Agreement:

Act	means the Gas Act 1986 as amended and regulations made thereunder as amended extended consolidated or re-enacted from time to time
Advanced Meter(AMR)	means a Gas meter that, either on its own or with an ancillary device, and in compliance with the requirements of any relevant industry code measures Your Gas 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: MeterOperator(s), AMR service provider, Data Retriever(s), Data Collector(s), DataAggregator, Daily

	Metered Service Provider 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
Agreement	means the Supply Application Form and/or Contract together with these standard terms and conditions including any Schedules and special conditions, in each case as agreed between the parties;
AMR Service Provider	means Agency Service for the provision and maintenance of AMR metering services
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
Commencement Date	The actual date of commencement of supply at the Supply Points as determined in accordance with clause 2.1 of this Agreement
Contract	means the document so titled and annexed to this Agreement
Daily Meter Customer	is a customer who procures Gas to its Supply Point or Site Address and who is registered in full or in parts as a daily meter customer in accordance with the Network Code
Daily Meter Service Provider	means the agency responsible for the rental of the data log service and the daily read register for Gas.
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 Gas 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 Gas from the time when SSE began to supply that Gas
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
Gas	means any substance in a gaseous state which satisfies the definition within the Gas Act
Gas Supply Network	means the pipeline system operated by the Gas Transporter for the conveyance of Gas
Gas Transporter	means the licensed operator of the Gas Supply Network

	through which the gas is transported to you
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 gas 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 gas 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 gas 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;
Hour	means a period of sixty (60) minutes
Installation Pipework	means all pipe work, fittings, recording devices, appliances and other apparatus installed downstream of the Metering Equipment at the Site Address
kWh(s)	means kilowatt hour(s)
MAMCOP	Ofgem Meter Asset Manager's Code of Practice
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
MAP or Meter Asset provision	means the supply of Metering Equipment
Maximum Consumption(s)	where the Nominated Annual Consumption exceeds 732,000 kWhs (25,000 therms) then You shall nominate Your genuine and accurate levels of maximum consumption of Gas You require per Day and per Hour for each Site Address and relevant Supply Point specified in the Schedule pursuant to clause 6
Maximum Daily Capacity	means the maximum daily capacity registered against a Supply Point in respect of a Daily Meter Customer
Maximum Hourly Capacity	means the maximum hourly capacity registered against a Supply Point in respect of a Daily Meter Customer
Margins of Error	means the permitted margins of error specified in the regulations made under the Act or the relevant code of practice
Meter Operator	means the person(s) appointed to provide MAP and/or MAM 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
Meter Point Reference Number	means the unique meter point reference number for the Supply Point (s)
Metering Equipment	means such mains and subsidiary meters, apparatus, data logs, pipes and other apparatus required for the measurement and recording of the volume of Gas taken by You at the Supply Point and to provide information about consumption for, but not limited to, billing at any 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;
Nominated Annual Consumption(s)	is Your genuine and accurate estimate of the annual consumption of Gas You nominate You require from Us for each Site Address specified in the Schedule pursuant to clause 5
Network Code	in relation to a relevant transporter's pipe-line system, means the code prepared by the transporter for the purposes of its licence
Our/Us/We	means the Party named as gy 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
Prices	means the unit rates and other charges as specified in the Contract and/or Schedule(s) and shall include standing charges and Distribution Use of System (DUoS) charges;
Registration	means the recording on the Metering Registration System of a person as being responsible for the provision of a supply of Gas or an Agency Service with effect from a particular date
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 Miro Business Renewal Terms (as the case may be);
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 gas consumption data;
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 Gas under this Agreement
SSE	means SSE Energy Supply Limited registered in England and Wales No. 03757502 whose registered address is at No.1 Forbury Place, 43 Forbury Road, Reading, United Kingdom, RG1 3JH
SSE Group	means SSE and any company which is a holding company and/or subsidiary of SSE and any company which is a subsidiary of such holding company, where the terms "holding company" and "subsidiary" are defined in Section 1159 of the Companies Act 2006 as updated from time to time;
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 Gas
Supply Application Form	means the document so titled and annexed to this Agreement
Supply Point(s)	means the final outlet of a control valve on the service pipe of the primary metering installation of a Transporter at the Site Address at which point We will procure that Gas is available for off take by You in accordance with this Agreement
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 or Supply Application Form
Variable Business Rates	Our variable business rate that are applicable at any particular time will be notified to You in writing.

30.2 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.