For the supply of electricity and/or gas by SSE Energy Supply Limited (in relation to electricity) and Southern Electric Gas Limited (in relation to gas) (trading as “Scottish Hydro”, “Southern Electric”, “Atlantic”, “SSE” or “SWALEC”) to domestic premises.

1. Definitions and Explanation
1.1 Please refer to this section for our definitions and explanations of terms used throughout this document. “Address”: the address(es) you want your Energy supplied to; “Agreement”: the application you have either signed or agreed on the telephone; these terms and conditions as updated from time to time and published on our website(s); “Charges”: charges for the supply of Energy as detailed in the list of current charges as amended from time to time; “Electricity Distributor”: the licensed operator of the distribution system through which electricity is supplied to you; “Energy”: means gas and/or electricity; “Equipment”: meters, smart energy monitor display units, pipes, electrical plant, electric lines and all other apparatus at the Address to deliver, measure and control Energy; “Guaranteed Standards”: the guaranteed standards which apply if contracted quality service levels are not met are set out in our Guaranteed Standards.

2. Change of Supplier
3.1 Subject to clause 6, if you request the transfer of Energy to us from another supplier then we will complete such transfer within 21 days of the Relevant Date unless you:
(a) notify us that you want the transfer to be completed at a later date;
(b) notify us that you do not want to transfer to us;
(c) one of the Exceptions applies.
3.2 If we take over the supply of Energy you:
(a) authorise us to cancel your existing agreement(s) with your present supplier(s) on your behalf;
(b) allow us to ask for information about your previous supply and disclose this information to relevant parties in order to carry out our responsibilities; and
(c) will give us Energy meter readings at the Start Date, and wherever possible, as soon as possible thereafter; “Unit”: means a meter reading for Energy which is used to calculate the Charges payable; “Unit reading”: a reading for Energy which is used to calculate the Charges; “variable charge”: any variable component of the Charges payable; “variable element”: any variable component of the Charges payable; “variable rate”: the period during which units are measured; “variable tariff”: the tariff which is used to calculate the Charges payable; “variable tariff basis”: the period during which units are measured.

4. Price and Payment
4.1 We will receive your Energy based on the number of Units used and a standing charge where appropriate. You must pay VAT and any other taxes or duties at the applicable rate.

5. Security Deposit / Prepayment meter
5.1 We can request a security deposit from you or replace your meter(s) with a prepayment meter(s) if:
(a) you don’t meet your credit criteria;
(b) you fail to pay or are late in paying the Charges; or
(c) as a result of your conduct.
5.2 We may discontinue your supply and recover any costs reasonably incurred. In addition to any rights we may have under this Agreement, any security deposit held may be used to offset any unpaid monies due to us.
5.3 If you use a prepayment meter, it is your responsibility to look after the key and/or plastic card or other device for payment, keeping it clean, safe and free from damage. We may charge for replacements.

6. Termination
6.1 The supply of Energy to the Address will continue on a rolling basis but will be terminated:
(a) on the day requested, so long as you’ve given us at least 28 days’ written notice, provided that:
(i) on the day of termination, either another supplier has started to supply Energy to the Address or the Address has been disconnected; and
(ii) we agree that no monies remain outstanding for longer than 28 days (where we sent you a bill before you gave notice); or
(b) on the date you no longer own or occupy the Address, provided you give us at least 2 working days’ prior written notice. Otherwise it will terminate on the first to occur of:
(i) the second working day after you’ve given us written notice; or
(ii) the date that Energy is supplied to the Address under a contract or a deemed contract with someone else.
6.2 If you don’t give the necessary notice under clause 6.1 you’ll remain liable for all monies due under this Agreement until the date of termination.
6.3 We may end this Agreement (in whole or in part) by written notice if:
(a) you’re in material breach of this Agreement; or
(b) we’ve been unable to install a prepayment meter and you haven’t paid a security deposit when requested; or
(c) we give you 28 days’ notice of our intention to terminate this Agreement; or
(d) we’ve good reason to believe that information you’ve given us is false or misleading; or
(e) you’re the subject of insolvency or bankruptcy proceedings.
6.4 If we end this Agreement pursuant to clause 6.1, (b) or (d) above we will recover our reasonable charges incurred in discontinuing the supply.
6.5 This Agreement shall terminate immediately if OFGEM directs another Energy supplier to supply the Address.
6.6 If either we or you fail to fully perform any obligations under this Agreement (other than payment obligations) because of an event or circumstance outside our control, that failure will not be a breach of this Agreement for the duration of that event or circumstance.
6.7 The termination of this Agreement will not affect the rights and obligations of either party existing before such termination.

7. Transfer of Information/Charges
You agree that we may transfer any outstanding charges, credit and information in connection with your Energy supply to:
(a) from a previous supplier to us;
(b) from us to a subsequent supplier;
(c) for dual fuel customers, between SSE Energy Supply Limited and Southern Electric Gas Limited.
We'll be entitled to recover any outstanding Charges and any reasonable costs of doing so.

8. Assignment
8.1 This Agreement is personal to you and you may only transfer it to someone else with our written agreement.
8.2 We may, without your agreement, assign or transfer all or any part of our rights or subcontract any of our obligations under this Agreement to a party who holds the necessary authorisation(s). Your rights under the Agreement cannot be transferred under this clause 8.1 (a) won't be affected.
8.3 On assignment or transfer, we may hand over your security deposit and any interest to the party mentioned in Clause 8.2.

9. Variation
9.1 We can vary the terms and conditions for the supply of Energy (including price) in this Agreement. If we vary the terms or conditions to your significant disadvantage, we'll publicise the variation in accordance with our Energy supply licence(s).
9.2 We may need to vary the terms and conditions to meet legal and regulatory requirements.

10. Enforcement of Rights
10.1 We can enforce any rights and obligations under this Agreement even if there is a delay in doing so.
10.2 If this Agreement is found to be unenforceable in part by any court of law or other regulatory or competent body, this will not affect any other part of this Agreement.
10.3 If there is a dispute in relation to the terms and conditions and/or supply of Energy please contact us on 08450717800. If you adviser can't help, please ask for a manager. If you remain unhappy, write to Head of Customer Service, Inveralmond House, 200 Dunkeld Road, Perth PH1 3AQ or send an email to headofcustomerservice@sse.com. For free, confidential and impartial advice, you can ask at any point visit www.adviceguide.org.uk or call the Citizens Advice helpline on 0845 4 05 05 06. If you are still unsatisfied, or if 8 weeks have passed since you first registered your complaint, you can contact the Ombudsman Services. Energy on 0845 055 0760 or www.os-energy.org.

11. Limitation of Liability
11.1 We don't limit or exclude liability for death or personal injury caused by our negligent acts or omissions.
11.2 We'll only be liable for loss or damage which is a reasonably foreseeable consequence of our breach of this Agreement up to a maximum liability of £100,000 in any calendar year. Neither you or we will be liable for any loss or damage which is indirect, consequential, economic or financial including loss of profit, revenue, goodwill, business, contract or wasted expenses.

12. Notices
Notices required under this Agreement will be in writing and delivered by hand, sent by post or by e-mail. We'll send notices to your billing address or by email. We'll assume you've received the notice 2 working days after we've sent it unless we receive evidence to the contrary. You must send notice(s) for any gas by post to: Sales Processing and Registration, SSE Energy Supply Limited, Grampian House, 200 Dunkeld Road, Perth, PH1 3AQ.

13. Use of Personal Information
13.1 Information you provide or we hold may be used by us, our employees and/or our agents, including companies within the SSE group to help:
(a) identify you when you call;
(b) detection and prevention of crime, fraud or loss; and
(c) administration of accounts, services and products.
If you have a Smart Meter we will use your information as described in this clause 13.2. Clause 18 provides more details on how we may use information collected by Smart Meters. You may also find our data privacy charter useful. This is on our website.
13.2 By entering into this Agreement you are permitting us and companies within the SSE Group to contact you in writing or by phone for information on our other products and services. The consent level in your latest agreement with us will prevent withdrawal of permission at any time by writing to us at PO Box 7506, Perth, PH1 3AQ.
13.3 Information can be shared between us and third parties (including our regulator) who provide, review and/or receive services in relation to this Agreement.
13.4 We may carry out credit and fraud prevention checks with licensed credit reference and fraud prevention agencies and they'll retain a copy of the search. Information from your application and payment details of your account may be recorded by these agencies and may be shared with other organisations to help make credit and insurance decisions about you and members of your household and for debt collection and fraud prevention purposes.
13.5 We may monitor or record telephone calls, to help improve our customer service, for security purposes, for administering accounts and for debt recovery purposes.

14. Governing Law
14.1 If the Agreement is in Scotland this Agreement shall be governed by Scots Law. Any disputes arising shall be dealt with by the Scottish Courts.
14.2 If the Address is in England or Wales this Agreement shall be construed in line with the Laws of England and Wales. Any disputes arising shall be dealt with by the English Courts.

15. Emergencies and Safety - Gas
15.1 If you suspect or are aware of a gas leak you must immediately call the Gas Emergency Number (0800 111 999). You'll find this number printed on all accounts and/or statements. We'll make every reasonable effort to rectify any gas leaks. Any gas leak can be a health and safety risk or is likely to cause damage to your property.

16. Emergencies and Safety - Electricity
You must tell your Electricity Distributor immediately if you're aware of any matter or incident that either:
(a) causes danger or requires urgent attention regarding the supply of electricity; or
(b) affects or is likely to affect the maintenance of the security, availability and quality of service of the electricity distribution network. Contact details are printed on all statements.

17. Connections and National Terms of Connection
17.1 We are acting on behalf of your Electricity Distributor to make an agreement with you. The agreement is that you and your Electricity Distributor will enter into this Agreement and the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that you enter into this contract and will continue until the termination of your legal rights. The NTC is a legal agreement. It sets out your rights and duties in relation to the connection at which your Electricity Distributor 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, 52 Horseyfield Road, London, SW1P 1PH and email 0207 706 5157, or see the website at www.connectionterms.co.uk. 17.2 If you require an electricity and/or gas supply connection to your Address you will need to contact your Electricity Distributor or Gas Transporter (or both) for your area.

18. SPECIAL TERMS AND CONDITIONS
18.1 Paperless billing is mandatory for certain tariffs including the following: oplan and plan. Other tariffs may require paperless billing which will be stated in the specific product rules.
18.2 (A) TERMS AND CONDITIONS for energypass Argos/Avis/Energy (If applicable)
For the purposes of this clause ‘Awards’ means Argos, Avis Points or similar third party customer loyalty or bonus schemes. Depending on your pricing plan you may be entitled to Awards by taking domestic supply of Energy (not available in the Channel Islands, Northern Ireland, and for some meter types) under this Agreement. You cannot transfer your Awards to anyone else. Awards cannot be redeemed until they’ve been recorded on your personal Awards account maintained by the Awards Partners. We and/or the Awards Partner will be entitled to withdraw your entitlement to earn Awards at any time. You agree that we can pass information to the Awards Partners relating to the supply of Energy from us to you to allow the Awards Partner to make Awards to you and to other companies who participate in the Awards scheme.

The Awards Partners:
1. Avis: The Avis Scheme is operated by The Mileage Company Limited. Avis and conditions are available at www.avis.co.uk.
2. Argos Points: the energypass Argos Points Scheme is operated by Argos Business Solutions Limited. Terms and conditions are available at www.argos.co.uk

(B) TERMS AND CONDITIONS for Moneysavers (the “Scheme”) (If applicable)
18.3 These terms and conditions are additional to and take precedence over the standard terms and conditions of supply and shall apply only for as long as you’re on Standard Energy (inc. Moneysavers). Your eligibility for the Scheme will continue until the earlier of a) you informing us that you wish to be supplied on a pricing plan that is incompatible with the Scheme; or b) you cease to take your supply(s) from us for whatever reason. We may terminate the Scheme at anytime on notice to you. Termination of the Scheme will not affect the validity of any vouchers at face value purchased at the date of Termination. We accept no liability for a) the failure of any third party to comply with any offer made under the Scheme or b) any loss you suffer as a result (whether direct or indirect) of you redeeming any vouchers or accepting any offers made by third parties under the Scheme. Your acceptance of any such offers is at your own risk and subject to the third parties’ terms and conditions. To the extent that there is any inconsistency or conflict between the terms and conditions above and this clause 18, the conditions contained in this clause 18 shall prevail.

(C) Product rules for betterplan / betterplan plus (if applicable)
betterplan and betterplan plus are available on a dual fuel or all-electric basis i.e. no mains gas (General domestic, Economy 7, THTC, Superdeal) and not Atlantic. Payment is quarterly or by direct debit. You agree to receive regular betterplan / betterplan plus information on energy efficiency, environmental updates and information and offers on other products and services from us and our group companies. No minimum term or exit penalty applies. betterplan / betterplan plus are not available in conjunction with other domestic energy products. Product rules apply which are available on request or on our website. SSE Energy Supply Limited, trading as Southern Electric, Scottish Hydro, SWALEC and SSE reserves the right to change betterplan / betterplan plus offers and product rules at any time.

1. These terms and conditions are in addition to the General Terms and Conditions for the supply of energy. In the event of a conflict between these terms and the General Terms and conditions for Domestic Customers, these terms shall prevail.

2. An online iplan account and paperless billing are required.

3. By selecting iplan, you acknowledge that we may monitor your energy use (including time of day usage) via your online iplan account and you agree to receive regular iplan information on energy efficiency, environmental updates and offers on energy and energy services from us and our group companies which may be based on the information collected from your online iplan account.

4. In order to monitor your energy use you will require an online iplan account which you must set up at your earliest convenience.

5. You will be responsible for providing us with an up-to-date email address and notify us if you change it.

6. You will receive a Smart Energy Kit ("SEK") no later than 4 weeks after the allocation of your Supply Start Date. You must take reasonable care of the SEK. You are responsible for the installation of the SEK in accordance with the User Guide enclosed with your SEK. If you are unable to install the SEK due to your meter type (or any other reason), you can contact us and we can switch you to an alternative tariff. If you decide to change your energy supply you will be entitled to keep the SEK, but you will not have access to the online iplan account features.

8. Your bills will be based on actual meter readings, not SEK results.

9. You acknowledge that you will follow the iplan Starter Guide and the SEK User Guide including, but not limited to, for installation of the SEK.

10. iplan is available to Scottish Hydro, Southern Electric, SWALEC and SSE Dual Fuel and Electricity only (General Domestic Standing Charge) customers. This product is not available for some tariff/meter types. This product is available for domestic supplies only, with availability in the UK only excluding Channel Islands and Northern Ireland.

11. This offer is available in conjunction with Standard Energy, Fixed Discount tariffs and Fixed Price tariffs. We reserve the right to refuse the offer at any time.

12. TERMS AND CONDITIONS for SMART METERS (if applicable)

1. These terms and conditions are in addition to the General Terms and Conditions of supply and apply to you if there is a Smart Meter at the Address.

2. Your bills will be based on readings from your Smart Meter so that we can send you a bill, offer you the most appropriate tariffs and energy-saving products and for the other purposes set out in this section (E). You will let us collect this information while we supply your Energy. If we cannot access readings from your Smart Meter (for example because of a failure of the Smart Meter) we may estimate your bills.

3. We or our agents own any Smart Meter and smart energy monitor we install at all times.

4. The smart energy monitor is linked to your Smart Meter and will not work with any other meters. If you move house, you must leave the Smart Meter and smart energy monitor at the property at which it was installed.

5. If we need to make changes to your supply of Energy we may do this using your Smart Meter without having to visit your Address. This may include repairing or updating the Smart Meter, changing your Smart Meter from a credit meter to a prepayment meter or disconnecting your supply (all in accordance with the terms of this Agreement).

6. The information on the smart energy monitor display unit will provide an indication of the cost of the Energy you are using (excluding VAT) but it may not always match your bill. For example the information on the smart energy monitor may not reflect discounts or charges which are applied to your bill.

7. You must let us know immediately if there is any reason why we could not get information from a Smart Meter or if you think it has been tampered with.

8. We will provide a 12 month warranty for the smart energy monitor display unit that we provide. This will terminate early if you switch to another supplier, remove the Smart Meter or change to a tariff which is not supported by Smart Meters.

9. While we supply Energy to you we will collect information about your Energy usage from your Smart Meter monthly. This information will be used in the way described in clause 13.

10. In addition to the monthly information we collect, you may choose to allow us to collect information about your Energy usage from your Smart Meter more regularly. The information would be recorded every half hour and collected by us once a day. This information will be used by us and companies within the SSE group to contact you in writing or by phone with information on other products and services offered by the SSE group. You can give us permission to collect this half hourly information at any time by writing to us at PO Box 7506, Perth, PH1 3AQ.

11. If you later wish to withdraw your permission to us collecting this half hourly information please write to us at PO Box 7506, Perth, PH1 3AQ. If you wish to continue to receive general information on our products and services please say this when you write to us, otherwise we will assume you do not want to receive any such information.

12. If you have a Smart Meter installed by another supplier you should tell us this before you transfer to us. After you transfer to us you may not be able to use all the functions of the Smart Meter but we will explain what functions (if any) will be affected before you transfer to us based on the information that we have.

13. If you subsequently cease to take Energy from us then you may not be able to use all or any of the Smart Meter functions.
Discount Energy
Bonus October 2014
Terms and Conditions
1. These terms and conditions are in addition to our General Terms and Conditions for Domestic Customers. In the event of a conflict between these terms and the General Terms and Conditions for Domestic Customers, these terms shall prevail. Any terms defined in the General Terms and Conditions for Domestic Customers will have the same meaning in these terms and conditions.

2. During the period that these terms apply, neither you nor us will be permitted to alter these terms, other than as expressly set out in these terms.

3. Our unit prices for the supply of your electricity and gas will be at a discount of 10% off our Standard General Domestic unit rates for your region from the date of transfer of your supply(s) from your previous supplier(s) to us until 1st October 2014. A standing charge will apply to the electricity and gas in addition to the unit rates.

4. This product is available to Dual Fuel standing charge customers only who pay by variable or fixed monthly Direct Debit or quarterly billing and where the electricity component is a General Domestic, Economy 7 or Domestic Economy meter type. This product is not available under the Atlantic brand.

5. The Discount Energy Bonus October 2014 product is only available to new customers signing up via a participating internet comparison site. This product is not available to existing customers.

6. The Discount Energy Bonus October 2014 product ends on 1st October 2014. After this date you will revert to our Standard General Domestic unit prices. We will write to you before the end date to remind you of this and advise you of the cheapest tariff available at this time based on the average dual fuel customer paying by direct debit and averaged across Britain.

7. If you leave the Discount Energy Bonus October 2014 product before the 1st October 2014 an exit fee of £50 will be applied to your energy account. The Discount Energy Bonus October 2014 product is only available to Dual Fuel customers, so if you wish to leave the product for one fuel you must leave for both fuels and the exit fee will apply. We reserve the right to apply this exit fee to either your electricity or gas account. We will not apply the termination fee if this tariff is terminated because you are moving house.

8. Discount Energy Bonus October 2014 is not available with any other offer or promotion, including (but not limited to) iplan, energyplus Argos, Avios Energy, Moneysavers, betterplan and any joining offers or incentives for new customers.

9. We reserve the right to amend or withdraw the Discount Energy Bonus October 2014 product and amend these terms and conditions if required in order to comply with a change imposed by a governmental or statutory body.

10. This offer is not available for use in conjunction with any other offer. We reserve the right to refuse or withdraw the offer at any time.