

# kinex/SSE Standard Terms and Conditions for the Supply of Electricity to Metered Premises Standard terms and conditions for the supply of electricity to metered premises by SSE Energy Supply Ltd

## 1. Conditions Precedent The Parties' obligations are conditional upon:

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

## 2 Continuing Obligations

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

## 3 Supply and Term

3.1 SSE shall supply electricity to each Supply Point up to the relevant Available/Authorised Capacity from the Commencement Date until the First Termination Date and shall subject to clause 23 (if applicable to You) continue thereafter in accordance with the provisions of Clause 23 unless and until terminated by either Party in accordance with this Agreement or this Agreement is superseded by a new Agreement, or;

3.2 All electricity passing through the Supply Point with effect from the Commencement Date shall be deemed to be supplied under this Agreement unless and until the same is terminated or terminates in accordance with the terms of this Agreement.

3.3 The title and the risk in the electricity supplied under this Agreement shall pass to You at the Supply Point.

3.4 In the event that You exceed the Available/Authorised Capacity at any Supply Point then You shall pay to Us any costs (including but not limited to additional use of system charges), losses or expenses incurred by Us for the provision of and as a result of the provision of the excess.

3.5 In respect of any Supply Point where We are taking over the supply of electricity from another Supplier We may ask You to provide Us with meter readings obtained on the Commencement Date as confirmed by Us to You, or You must allow Us or SSE safe access for the purpose of obtaining such meter readings for which We may make a charge in respect of Our reasonable costs.

3.6(A) If we do not already supply a site when you and we agree this contract, we will usually start to supply you within 21 days of the day after we agree the contract details with you. We will tell you the precise date when we know it. If we have specifically agreed with you that you may cancel your contract with us (for example, if we tell you that you may cancel within the first 10 days after we agreed the contract details with you), the 21-day period will start on the day after the cancellation period ends.

3.6 (B) It may take longer than 21 days after the date of this contract for us to start supplying you if you ask for the transfer to take place over a longer period, or if we have difficulties taking over the supply from your previous supplier. For example, this can apply in the following circumstances:

- (a) Your old supplier prevents us from transferring the supply.
- (b) We do not have all the information we need from you to take over the supply and:
  - (i) we have taken reasonable steps to ask you for the information and you have not provided it or the information you have provided is incorrect; and
  - (ii) we cannot easily get that information from any other source.
- (c) You are connected to a private gas or electricity network and:
  - (i) a physical connection needs to be made to the distribution network for gas or electricity (or both) and that connection has not been made yet; or
  - (ii) your old supplier has told you about the way your metering needs to be arranged to allow another supplier to start supplying you and your metering has not yet been changed to allow this.
- (d) You do something that prevents us from taking over the supply.
- (e) Ofgem prevent us from supplying you.
- (f) We 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 Notification of Renewable Source Declaration under the Finance Act 2000 and the Climate Change Levy (General) Regulations 2001 (as amended).

(1). If Your Supply Point is supplied from Renewable Source Electricity (RSE) then the amount of RSE supplied by Us in each Averaging Period shall not exceed the difference between:

- (a) the total amount of RSE acquired or generated by Us during that Averaging Period; and
- (b) so much of that amount as is allocated by Us otherwise than to supplies of RSE made by Us in that Averaging Period.

(2) If Your Supply Point is supplied from Good Quality CHP (GQCHP) electricity then the amount of GQCHP electricity supplied by Us in each Averaging Period shall not exceed the difference between:

- (a) the total amount of GQCHP electricity acquired or generated by Us during that Averaging Period; and
- (b) so much of that amount as is allocated by Us otherwise than to supplies of GQCHP electricity made by Us in that Averaging Period.

For the purposes of this clause 3.7 A the following definitions apply:

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

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

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

In either case a new averaging period begins.

If We stop supplying you with RSE, the end of the Balancing Period in which your last exempt supply occurred is also the end of the Averaging Period.

When an Averaging Period ends a new Averaging Period begins.

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

## 4 Price and Payment

4.1 As soon as practicable after the end of each Billing Period We shall deliver to You an invoice showing the amount payable under this Agreement, which shall be paid by You by direct bank transfer to such account as We may from time to time in writing notify to You.

4.2 (A) Invoices are due for payment by Direct Debit in accordance with the advance notice given on your invoice. If an invoice is not paid by Direct Debit, then the Usage Charges for Services to which that invoice relates, together with all other Usage Charges for Service to be invoiced for during the remainder of the Supply Period shall be charged at 4 per cent above the agreed contract rate.

4.2 (B) We shall (in addition to any other remedies We may have) charge interest on all unpaid invoices from the due date until payment at a rate of 1.5 per cent per month or part thereof. We may also invoke clause 7.3 and/or clause 7.7.

4.2 (C) If any amount payable is the subject of a bona fide dispute, the amount payable shall be paid in full in accordance with clause 4.2 (A). After an agreement is reached the adjustment (debit or credit) shall be included in the next or earliest account or invoice delivered.

4.2 (D) You shall make all payments without deduction or set off.

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

4.2 (F) Any payments made by the Customer to Us, including payments for other services that the Customer may receive from Us, may be applied by Us as We deem fit.

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

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

4.3 (B) to reflect any variation in any element of the costs to Us of facilitating the provision of electricity by SSE which are not within Our reasonable control, including but not limited to:

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

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

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

4.4 Subject to clauses 4.5, 4.6 and 7.1 upon giving You not less than 14 days notice in writing We shall be entitled to vary all or any of the Prices with effect from the First Termination Date or anniversary thereof, or;

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

4.6 With effect from the First Termination Date or anniversary thereof and only in the absence of any effective notice in accordance with clause 4.4 or 4.5 We shall be entitled to increase all the Prices in the schedule to Prices reflective of the market for retail electricity supply at the First Termination Date or the relevant anniversary thereof.

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

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

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

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

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

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

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

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

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

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

## 5 Agency Services, Access and Metering Equipment

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

(i) any such Agency Service appointed is suitably qualified and accredited to Ofgem's MAMCOP;

(ii) any AMR Service Provider appointed is suitably qualified, performs its obligations in accordance with good industry practices, is accredited, and complies fully with the relevant industry code of practice. You must notify Us in writing of the identity of the Party whom You wish to engage to provide all or any Agency Service for Our approval prior to appointment. SSE reserve the right to inspect and audit any work carried out at a relevant Supply Point by Your chosen Meter Operator or AMR Service Provider to ensure that such work has been carried out safely. Should the work carried out be deemed at SSE's sole discretion to be unsafe We reserve the right to temporarily suspend or disconnect the supply of electricity until the work has been rectified and deemed by SSE as safe. Where approval has been declined by SSE then You will be notified in writing. In the event that SSE become responsible for the appointment of any Agency Service provider We shall be entitled, at Our sole discretion, to either increase the Prices or impose a charge for the engagement of such service provider for which You shall be liable to pay in accordance with the provisions at clause 4.

**5.2** You shall indemnify and keep Us indemnified from and against any amounts, losses or damages which We 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 and SSE reserve the right to appoint a meter examiner to examine the Metering Equipment for the purposes set out in clause 5.8.

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

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

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

**5.7** Unless the accuracy of the Metering Equipment is disputed by notice in writing given by Us to You or You to Us the Metering Equipment shall be deemed to be accurate.

**5.8** If, following a test pursuant to Schedule 7 of the Act it is found that:

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

(A) (i) the Metering Equipment shall be re-calibrated or replaced and the cost of such test and recalibration or replacement shall be paid by the Party which appointed the Meter Operator; and

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

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

## 6 Variation in Supply Points

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

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

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

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

**6.3 (A)** We shall be entitled to vary the Prices and You shall be liable to pay the revised prices; and/or;

**6.3 (B)** You shall be liable to pay the supply charges associated to the incorrect information; and/or;

**6.3 (C)** You shall pay Our administrative charges for the handling and rectification associated with the incorrect information; and/or

**6.3 (D)** We may terminate this Agreement in accordance with clause 7.3 (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 practical 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 in selling back into the GB wholesale market any volume of electricity purchased or deemed purchased under this Agreement that will not be consumed by You at any or all relevant Supply Points. For the avoidance of doubt, fees, costs, losses and expenses shall be amounts We determine in good faith to be the total loss in connection with but not limited to, the disposal of the volumes of electricity purchased or deemed purchased in the GB wholesale market and remaining undelivered to You as a direct result of this termination. Furthermore SSE shall not be required to enter into any agreements to sell electricity in order for Us to determine such losses.

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

**6.6** We reserve the right to allow such variations:

(i) where the change in profile at the relevant Supply Point is as the result of SSE carrying out our respective duties (whether statutory or otherwise); or

(ii) where the change in profile and/or pricing structure at any relevant Supply Point is part of a program of change previously agreed by Us and incorporated in this agreement.

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

## 7 Termination, Disconnection, De-energisation and Suspension

**7.1** You can terminate this Agreement by giving Us not less than 30 days written notice to expire on the First Termination Date or any anniversary thereof; or

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

**7.3** We shall be entitled to terminate this Agreement and/or request that SSE de-energise any Supply Point immediately upon giving written notice to You if:

**7.3 (A)** You fail to pay any amount properly due and payable to Us under this Agreement; or

**7.3 (B)** without prejudice to (A) above, You are in breach of any term of this Agreement and/or a Connection Agreement and (if it is capable of remedy) You fail to remedy such breach within 14 days; or

**7.3 (C)** You, in Our reasonable belief, have made unauthorised use of electricity or committed theft of electricity; or

**7.3 (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 proof of which must be provided mandatorily in all cases in form of a letter from a solicitor firm or a licensed insolvency practice or an accountancy firm currently registered with and regulated by the respective regulatory authority 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;

**7.3 (E)** SSE would be breaching regulations made under Section 29 of the Electricity Act 1989; or;

**7.3 (F)** You do not provide any security deposit guarantee or bond to Us in terms of clauses 1.3 and 4.7 within 14 days of being so requested; or;

**7.3 (G)** any information that You provided Us is incorrect; or;

**7.3 (H)** You are in any other breach and fail to remedy such breach in accordance with this Agreement.

**7.4** SSE shall be entitled to terminate this Agreement and/or de-energise any Supply Point immediately upon giving written notice to You if any of the specified termination circumstances as may be defined in Our Agreement with SSE or SSE's supply licence. **7.4** Upon termination of this Agreement, disconnection or de-energisation for whatever reason You shall pay to Us all sums then due and payable or accrued under this Agreement and any costs incurred by Us and SSE as a result of such termination or de-energisation.

**7.5** In the absence of any valid termination notice by any of the Parties this Agreement shall be extended in accordance with Clause 23 from the end of the First Termination Date or any anniversary thereof or;

**7.6** 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 shall provide us with all reasonable assistance required to either, at Our discretion,

(i) raise an objection to such registration

(ii) re-register the Supply Point, or

(iii) pay Us a sum calculated as the average monthly amount (which amount shall be determined by Us) times the number of months left in the Agreement (subject to a maximum of twelve(12) months).

**7.7** In the event that any amount due remains unpaid 14 days after the notice given on your invoice then We shall be entitled to object to the registration by another supplier of any supply point SSE supply under this Agreement.

**7.8** We or SSE shall be entitled to terminate this Agreement immediately if Ofgem directs another supplier to take over your electricity supply.

**7.9** Upon termination You shall allow SSE the right to enter the Site Address(es)) to remove any of its equipment and/or to de-energise 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 in relation to the discontinuance of the supply of electricity.

## 8 Failure or Temporary Discontinuance of Supply

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

**8.1 (A)** in the event of Force Majeure; or

**8.1 (B)** in respect of any particular Supply Point, at any time and for so long as the Distributor disconnects or de-energises that Supply Point pursuant to a Connection Agreement or otherwise; or

**8.1 (C)** if at any time and for so long as the conditions precedent set out in clauses 1.2 to 1.9 cease to be satisfied.

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

## 9 Limitation of Liability

**9.1** No Party shall be liable for any breach of this Agreement directly or indirectly caused by Force Majeure.

**9.2** Subject to clause 9.3 no Party shall be liable to the other Parties 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 Parties or to the property of any third party for which the other Parties are adjudged liable.

PROVIDED that:

**9.2 (A)** the liability of all Parties under this clause 9.2 shall be limited to £100,000 for each incident or series of related incidents; and

**9.2 (B)** no Party shall in any circumstances be liable to the other Parties 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 any 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 and SSE shall not be liable to You, Your officers, employees or agents in any circumstances whatsoever for:

**9.4 (A)** any loss of profit, loss of revenue, loss of use, loss of contract or loss of goodwill; or

**9.4 (B)** any indirect or consequential loss; or

**9.4 (C)** loss resulting from the liability of any Party howsoever and whensoever arising save as provided in clause 9.2.

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

9.5 (A) loss or damage arising out of any act or omission of the Distributor in the performance of its duties; and

9.5 (B) any modifications to the Distribution or metering system. In the event that You modify the Equipment and/or Further Equipment then You warrant that You shall indemnify Us and SSE against all costs, losses, claims or demands and expenses including (without limitation) legal expenses which We or SSE may suffer or incur as a result of such modification.

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 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.

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

## 10 Disclosure

10.1 By signing this Agreement, You consent:-

10.1(A) to the disclosure to Us and SSE by Your previous Supplier of any information it has in relation to the Metering Equipment installed at any Supply Point or otherwise to enable SSE to take over the supply of electricity to the Supply Point; and

10.1(B) to the disclosure to any person of information relating to the supply of electricity to enable them, Us or SSE to properly perform our respective obligations under or in relation to this Agreement or the supply of electricity to any Supply Point.

10.2 Subject to clause 10.1 all 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 Parties business which the disclosing Party may (by written notice) reasonably designate as confidential.

## 11 Waiver

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

## 12 Variation

12.1 Subject to clause 6.1 and 12.2 this Agreement may not be varied except by an instrument in writing signed by the authorised representatives of each of the Parties to this Agreement.

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

## 13 Notice

13.1 Written notice under this Agreement shall be given or sent by hand, a recorded delivery, facsimile transmission, e-mail, or post, to Your address or to Our registered address. Any notice given by post shall be deemed to have been given 3 days after it was sent and a notice delivered by hand, by e-mail or by facsimile transmission shall be deemed to be served upon actual day of delivery or transmission provided that in the latter case and e-mail it was sent to the correct number or address and that confirmation shall have been kept.

## 14 Assignment and Sub-Contracting

14.1 This Agreement is personal to You and may not be assigned by You without Our and SSE's prior written consent. We may assign or novate all or part of our or SSE's respective rights under this Agreement and sub-contract any of our respective obligations here under without Your consent.

## 15 Entire Agreement

15.1 This Agreement and any document referred to herein represent 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, England which the majority of the Supply Points are situated.

## 17 Verbal Agreements

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

## 18 Definitions and Interpretations

18.1 In this Agreement:

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

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

**Advanced Meter (AMR)** an electricity meter that, either on its own or with an ancillary device, and in compliance with the requirements of any relevant industry code measures Your electricity consumption data for multiple time periods at least half hourly and provides Us and SSE with remote access to such data;

**Agency Services** means the services of the following accredited service providers: Meter Operator(s), AMR service provider, Data Retriever(s), Data Collector(s), Data Aggregator, and prepayment infrastructure provider(s) to include any of their successors and permitted assigns

provided that each Agency Service shall have received prior approval from Us and the term "Agency Service" shall refer to any of the service providers;

**AMR Service Provider** Means Agency Service for the provision and maintenance of AMR metering services;

**Agreement** means the Supply Application Form and/or Contract, together with these standard terms and conditions including any Schedules and special conditions;

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

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

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

**Commencement Date** is the Day specified when all the conditions precedents set out in clause 1 are satisfied and or when notified by the appropriate settlement system, whichever is the later and SSE commence supplying electricity at the relevant Supply Point;

**Contract** means the document so titled and annexed to this Agreement;

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

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

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

**Deemed Contract** means where SSE supply electricity to a Supply Point or a consumer otherwise than in pursuance of a contract, SSE shall be deemed to have contracted with the consumer for the supply of electricity from the time when SSE began to supply that electricity;

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

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

**First Termination Date** is the date specified on the Supply Application Form or Contract;

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

**Feed-in Tariff Payments** means payments for generation and/or export;

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

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

**MAMCOP** means Meter Asset Manager's Code of Practice;

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

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

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

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

**Metering Equipment** means the meters, data collection devices and ancillary equipment (including communication lines where appropriate) used to measure the flow of electricity through each relevant Supply Point;

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

**Non-Half Hourly Metering Equipment** means Metering Equipment which does not measure and record electricity usage on a non half hourly basis

**Our/Us/We** means Verastar Ltd, a company registered in England and Wales (number 3667643) whose registered office is at No. 1 Dovecote, Old Hall Road, Sale, M33 2GS, its employees, sub-contractors and agents and its successors and permitted assigns;

**Party** means either You, Us, or SSE as the context provides and Parties means You, Us and SSE together;

**Prices** means the unit rates and other charges as specified in the Schedule(s);

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

**Renewal Date** is the First Termination Date or the Termination Date as defined;

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

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

**SSE** means SSE Energy Supply Limited, a company registered in England and Wales (number 3757502) whose registered office is at 55 Vastern Road, Reading, RG1 8BU, its employees, sub-contractors and agents and its successors and permitted assigns;

**Start Date** is the Day specified when the Agreement starts;

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

**Supply Application Form** means the document so titled and annexed to this Agreement;

**Supply Point(s)** means the point(s) at which the flow of electricity is metered at the premises, as listed in the Schedule, unless otherwise agreed in accordance with clause 6.1;

**Termination Date** means in the context of a Micro Business the date specified on the Contract;

**You/Your** means the Party named as the customer in the Contract or Supply Application Form;

**18.2** Reference to any statute or statutory provision includes a reference to:

**18.2 (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

**18.2 (B)** all statutory instruments made pursuant to it.

## 19 Connection Agreement

19.1 This clause 19 shall apply where there is no pre-existing connection agreement between You and Your Network Operator in relation to a specific Supply Point.

19.2 Your supplier is acting on behalf of Your network operator to make an agreement with You. The agreement is that You and Your network operator both accept the **National Terms of Connection (NTC)** and agree to keep to its conditions. This will happen from the time that You enter into this Agreement and it effects Your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which Your Network Operator delivers electricity to, or accepts electricity from, Your home or business. If You want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London, SW1P 2AF: phone 0207 706 5137, or see the website at [www.connectionterms.co.uk](http://www.connectionterms.co.uk).

# kinex/SSE Standard Terms and Conditions for the Supply of Electricity to Metered Premises Standard terms and conditions for the supply of electricity to metered premises by SSE Energy Supply Ltd

## 20 Microbusinesses

### 20 Conditions Precident: The Parties' obligations are conditional upon:

- 20.1** You being a Microbusiness as defined in clause 25.  
**20.2** You having properly given notice of termination to Your previous Supplier where required to do so, or if the agreement with Your previous Supplier has properly come to an end.

## 21 Supply and Term

**21.1** Notwithstanding clause 3.1 we shall supply Electricity to each Supply Point up to the relevant Available/Authorised Capacity from the Commencement Date until the Termination Date.

## 22 Variation

**22.1** Subject to clauses 4.5; 4.6, and 7.1 we shall be entitled to vary the Prices with effect from the Termination Date, such variations shall be notified to You.

## 23 Termination

**23.1** Clause 7 Termination, Dis-connection, De-energisation and Suspension applies in full to a Microbusiness Customer Contract other than for sub clause 7.1 which is amended such that, You may terminate a Microbusiness Customer Contract at any time from the Commencement Date until the First Termination Date but the contract will run its full term.

**23.2** If on the Termination Date of this Agreement Your subsequent Supplier has not completed Registration for each Supply Point, the provisions of this Agreement will, subject to clause 4.5, remain in force for any Supply Point for which We are still the registered Supplier.

**23.3** If you fail to provide a termination notice or renew Your Agreement for supply with Us as set out in Your notice, We will transfer you to Our variable business rates after the First Termination Date. The remainder of our Standard Terms and Conditions will apply.

**23.4** In the event of You having provided the appropriate notification before the Relevant date then the Agreement will be deemed to automatically terminate at the Termination Date from the Termination Date at prices notified to you.

**23.5** With effect from the Termination Date We shall be entitled to charge Prices reflective of the out of contract position until a new Agreement is reached with Us or an alternative Supplier (during the out of contract period You are free to negotiate and arrange a new agreement with any Supplier of Your choice).

**23.6** You may give notice at any time during a Microbusiness Customer Contract fixed term before the Relevant Date. Written notification must be sent to either kinex, No. 1 Dovecote, Old Hall Road, Sale, M33 2GS or E-mailed to: [service@kinex.co.uk](mailto:service@kinex.co.uk). However, You will remain bound by these Terms & Conditions of Contract for the duration of the fixed term.

**23.7** We will notify you in writing in accordance with clause 13 above at least 60 days before the expiry of the First Termination Date (and where you have not terminated or renewed your Agreement with Us each anniversary of the First Termination Date) of your options for Your supply of electricity at Your Supply Points.

**23.8** If you have not renewed Your Agreement with us and You are transferred onto Our variable business rates You may cancel this Agreement upon providing Us with 30 days notice in accordance with Clause 13 above.

**23.9** With effect from the First Termination Date and only in the absence of any effective notice in accordance with 23.8 We reserve the right to change the Prices in the variable business rate from time to time to reflect the market for retail electricity supply.

## 24 Miscellaneous

**24.1** If you do provide notice to terminate the fixed term of Your Microbusiness Customer Contract before the Relevant Date, but fail to appoint a new Supplier by the termination date, then We will continue to supply You with electricity charging You at Our prevailing out of contract prices.

**24.2** We reserve the right not to renew Your Microbusiness Customer Contract and to terminate the Agreement at the end of the fixed term.

**24.3** You will be bound by the obligations of the Statement of Renewal Terms when We issue it to You.

## 25 Definitions and Interpretation applying to additional clauses and sub-clauses relation to Microbusiness Contracts.

**25.1** In this Agreement:

**Statement of Renewal Terms** A statement advising of the terms of your Contract should you renew, cancel without appointing a new supplier or do nothing.

**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 Contract is due to end;

**Microbusiness** means a Microbusiness as defined in Article 2 (1) of The Gas and Electricity Regulated Providers (Redress Scheme) Order 2008. In the context of this Agreement a Microbusiness shall be defined as a customer, not part of a group or other association, consuming less than 293,000kWh of Gas annually OR 100,000kWh of Electricity annually, or has fewer than 10 employees and an annual turnover not exceeding Euros 2 million where supplied under this Agreement. A business only has to meet one of these criteria to qualify as a Microbusiness.

**Microbusiness Customer Contract** means the document titled 'Contract' and annexed to this Agreement;

**Termination Date** means in the context of a Micro Business the date specified on the Contract.

## 26 Personal Information

Except for clause 26.5, this clause applies to personal information we hold about individual people, people registered as sole traders, and partnerships. It does not apply to information we hold about companies and other organisations.

**26.1** We or our agents may use your information to do the following.

- Provide you with the services you have asked for (which may include loyalty and incentive schemes we may run).
- Offer you accounts, services and products from us and our partners.
- Help run, and contact you about improving the way we run, any accounts, services and products we have provided before, now or in the future.
- Create statistics, test computer systems, analyse customer information, create profiles and create marketing opportunities (including using information about what you buy from us and how you pay for it. For example, the amount of gas or electricity you use and any discounts we have offered you).
- Help to prevent and detect debt, fraud or loss.

(f) Help train our staff.

(g) Information you provide or we hold may be used by us, our employees and/or our agents to:

(i) help identify you when you call;

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

(iii) contact you, and administer your accounts, services and products; and

(iv) unless you have asked us not to, to contact you in writing, by phone and (where you have agreed) via digital media with information on other products and services that we offer including but not limited to any of our loyalty programmes and promotions, competitions, customer surveys and questionnaires. This may occasionally include details of offers available from our carefully selected partners.

**26.2** You may opt out at any time by writing to us at kinex, No. 1 Dovecote, Old Hall Road, Sale, M33 2GS

**26.3** We may also monitor and record any communication we have with you, including phone conversations and e-mails, to make sure we are providing a good service and to make sure we are meeting our legal and regulatory responsibilities.

**26.4** 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.

**26.5** This clause applies to individuals, sole traders and partnerships and to the directors of corporate organisations as well as limited companies and other corporate organisations. We will check your details with one or more credit-reference and fraud-prevention agencies to help us decide whether there is a risk that you may not pay your bills, to help us make decisions about the goods and services we can offer you and to help us manage your account.

(a) We will ask credit-reference and fraud-prevention agencies for information about you, your business, any people you are applying with and directors of your business (if you are providing information about others on a joint application, you must make sure they agree that we can use their information to do this.) If you provide false or incorrect information and we suspect fraud, we will pass your details to credit-reference and fraud-prevention agencies. Law-enforcement agencies (for example, the police and HM Revenue & Customs) may use this information.

(b) We and other organisations may also access and use the information credit-reference and fraud-prevention agencies give us to, for example:

(i) check details on applications you make for credit and credit-related services;

(ii) check your identity;

(iii) prevent and detect fraud and money laundering;

(iv) manage credit and credit related accounts or services;

(v) recover debt;

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

(c) When we ask credit-reference agencies to carry out a search for us, they will record this on your credit file whether your application for a contract with us is successful or not.

(d) We will send information on your account to credit-reference agencies and they will record it. If you have an account with us, we will give details of it and how you manage it to credit reference agencies. If you have an account and do not repay money you owe in full or on time, credit-reference agencies will record this debt. They may give this information to other organisations and fraud prevention agencies to carry out similar checks, find out where you are and deal with any money you owe. The credit-reference agencies keep records for six years after your account has been closed, you have paid the debt or action has been taken against you to recover the debt.

(e) We and other organisations may access and use, from other countries, information recorded by fraud-prevention agencies.

(f) If you are a director of a company, we will contact credit reference agencies to confirm that the residential address you provide is the same as that shown on the restricted register of directors' usual addresses at Companies House.

**26.6** You are entitled to have a copy of the information we hold about you, and to have any inaccurate information corrected. We may charge you a small fee for providing a copy of any information we hold about you. For more information about this, please contact your Account Manager at the address stated in 18.2.

## 27 Feed In Tariff

27.1 SSE are a Mandatory Feed-in Tariff Licensee and as a result we are obliged to accept a request for Feed-in Tariff Payments from you if you own an Accredited Feed-in Tariff Installation. For further information please visit <http://www.sse.co.uk/BeingGreen/FeedInTariff/>.