

SUPPLY AGREEMENT

PRIVATE RESIDENTIAL HEAT ENERGY

SSE HEAT NETWORKS

TERMS AND CONDITIONS OF YOUR ENERGY SUPPLY

These terms and conditions form the basis of the contract between SSE and the person responsible for the Property (“**You**”). These terms are important and We advise You to read through them carefully and keep them in a safe place, so that You can refer to them in the future.

1. Definitions and Explanations

1.1 Please refer to this section for the definitions and explanations of terms used throughout this Agreement.

“**Agreement**” refers to these terms and conditions and the Appendices thereto

“**Back-bill**” means a 'catch-up' bill sent to You by Us when You have not been correctly charged for the Energy delivered to You by Us. Back-bills can be for any amount but may only be issued in the circumstances set out in clause 6.7

“**Charges**” means the price for the supply of Energy and any associated costs as detailed in Appendix 1 and Appendix 2

“**Complaint**” means any expression of dissatisfaction made by You to Us, related to any one or more of Our products pursuant to this Agreement, services pursuant to this Agreement or the manner in which We have dealt with any such expression of dissatisfaction

“**Customer**” means the named end-user which receives or is to receive Energy being supplied by Us pursuant to this Agreement

“**Data Protection Legislation**” means all applicable statutes, laws, secondary legislation, rules, regulations and guidance from a Supervisory Authority (or its UK equivalent) relating to privacy, confidentiality, security, direct marketing or data protection of Personal Data or corporate data (including any national laws implementing any such legislation), including the General Data Protection Regulation 2016/679, the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI2003/2426) (as amended) and any other laws or regulations implementing Council Directive 2002/58/EC (ePrivacy Directive), the Regulation of Investigatory Powers Act 2000 and the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699)

“**Deadlock Letter**” means a written communication from Us setting out Our final position on a Complaint and which meets the requirements of clause 11.6

“**Direct Debit**” means an arrangement whereby We are able to debit money from Your account on agreed dates. Normally, You will be asked to sign a mandate that gives Us permission to take funds from Your account in an agreed way

“**Emergency**” has the meaning given to it in clause 8.9 of this Agreement

“**Energy**” means the energy (as detailed in Appendix 1) produced by Our Energy Centre and distributed to You via the Network as a source of energy to the Property. Energy may come in the form of at least one of the following:

- heated water (**Heating and Hot Water**)
- cooled water (**Cooling**)
- electricity (**Power**)

“Energy Centre” means a facility (which contains the Equipment) used wholly or mainly to generate Energy supplied by Us to You

“Energy Ombudsman” means the Ombudsman Service Limited, a company incorporated and registered in the United Kingdom with company number 04351294 whose registered office is at Wilderspool Park, Greenalls Avenue, Warrington, Cheshire, WA4 6HL

“Equipment” is detailed in Appendix 1

“Event” means an event of Planned Interruption or Unplanned Interruption of Energy supply at Your Property as detailed in Appendix 3. An Event may be a single or multiple interruption(s) caused by the same fault

“Final Demand Letter” means the last in a series of requests by Us for payment of money owed by You

“Force Majeure” means any event which is beyond the reasonable control of You or Us, and could not have been reasonably anticipated and which results in or causes the failure of the affected party to perform its obligations under this Agreement, including (but not limited to) natural disasters; extreme weather conditions; war (both declared or the threat of); acts of terrorism, rebellion or revolution; riots or blockades; public demonstration; national strikes or other form of industrial dispute; pandemics and epidemics, provided that such failure could not have been prevented, overcome, remedied in whole by the affected party through the exercise of diligence and reasonable care. For the avoidance of doubt, the lack of funds or financial resources shall not constitute Force Majeure. It is specifically understood that an event beyond the reasonable control of a party related to Coronavirus (Covid-19) shall amount to a Force Majeure

“Heat Season” means the period from 1st October to 31st March (inclusive) each year

“Head of Customer Services” means the manager responsible for the delivery of the Energy services to You

“Illegal Supply” means the taking a supply of Energy in a manner contrary to or in breach of the terms of this Agreement

“Indexation” means the method for adjusting the daily Charges for the supply of Energy and any associated Charges as detailed in Appendix 1 by means of a price index

“Landlord” refers to Your landlord, or any private legal owner of the Property who You have a Lease agreement with; or as otherwise defined in Appendix 1

“Law” means any applicable statute or proclamation or any delegated or subordinate legislation; any applicable guidance, direction or determination with this Agreement, We and/or You are bound to comply to the extent that the same are published and publicly available or the existence or contents of them have been notified to them; and any applicable judgement of a relevant court of law which is binding in Scotland or England or Wales

“Network” means the infrastructure (and associated plant and Equipment) used to transport Energy from an Energy Centre to You

“Ofgem” is the acronym for Office of Gas and Electricity Markets, which regulates the companies which run the gas and electricity networks

“Ombudsman” means the Energy Ombudsman service who can carry out a free, independent investigation on Your behalf if You have an unresolved Complaint

“Our”, “Ours” and “Us” means that which belong to SSE Heat Networks Limited. “Our” and “Ours” shall be construed accordingly

“Personal Data” has the meaning given to it in Data Protection Legislation

“Planned Interruption” means an interruption in the Energy supply where We provide You with at least five (5) Working Days’ written notice

“Prepayment Meter” means an instrument which measures the Energy taken by You from the Network which operates in a mode that requires You to pay Charges in advance

“Property” means the property or unit(s) of accommodation that We supply Your Energy to. Property and Properties shall be construed accordingly

“SSE” means SSE Heat Networks Limited a company incorporated in Scotland under company number SC0303682 and whose registered office is at Inveralmond House, 200 Dunkeld Road, Perth, Perthshire, PH1 3AQ

“SSE Group” means SSE or any subsidiary undertaking, any parent undertaking of SSE and any direct or indirect subsidiary undertaking of a parent undertaking of SSE (from time to time). The terms “subsidiary undertaking” and “parent undertaking” shall have the meanings given to them by section 1162 Companies Act 2006 shall include any joint venture company in which SSE or any member of the group of companies owns no less than fifty per cent of the share capital eligible to vote or has the right to appoint or remove no less than half of the board of directors

“SSE Service Standards” the standards of service set out in Appendix 3 with applicable SSE Service Standards Failure Payments, which may not apply if:

- a) You did not provide access to the Property for the maintenance checks referred to in condition 5.4; or
- b) The failure was not caused by Us, Our representatives or Our Equipment (subject to clause 7); or
- c) As otherwise set out in Appendix 3

“SSE Service Standards Failure Payments” means the payments as set out in Appendix 3 and which are only payable by Us to You on the happening of the circumstances set out in Appendix 3

“Start Date” means the date that You begin to take Our supply of Energy at the Property. This is typically the first (1st) day on which You occupy the Property or take responsibility for the supply of Energy to the Property and so long as responsibility for the Network and Energy Centre has been transferred to SSE

“Unplanned Interruption” means an interruption in the Energy supply where We have not provided You with at least forty-eight (48) hours’ notice of such interruption

“Vulnerable Situation” means personal circumstances and characteristics combined with aspects of the market to create situations where a person is:

- a) significantly less able than a typical consumer to protect or represent his or her interests in the energy market; and/or

- b) significantly more likely than a typical consumer to suffer detriment, or that detriment is likely to be more substantial

"We" means SSE and/or Our permitted successors and assignees

"Working Day" means Monday to Friday from 09:00 to 17:00, except bank or public holidays. Working Day and Working Days shall be construed accordingly

"You" and "Your" means You, the Customer who receives or is to receive the supply of Energy pursuant to this Agreement, and includes other users of the Energy at the Property. "You" and "Yours" shall be construed accordingly

The headings in this Agreement are for Your guidance only so do not affect the interpretation.

2. EMERGENCIES AND SAFETY

If You are aware of any matter or incident that either causes danger or requires urgent attention in relation to the supply or distribution of Energy and/or affects and/or is likely to affect the maintenance of the security, availability and quality of services of the Network and/or Equipment, then You must contact Us immediately on 0800 316 2194.

3. ENERGY SUPPLY

- 3.1 You are responsible for the Charges and the fulfilment of the terms and conditions of this Agreement as soon as You use Our Energy.
- 3.2 You shall register Your details with Us within two (2) Working Days of the Start Date, or of Your legal occupation and/or ownership of the Property, or of becoming responsible for the Energy supply at the Property. We reserve the right to conduct credit checks on You.
- 3.3 You, or the owner or Landlord (as applicable) will give Us a meter reading at the Start Date or will allow Us access to obtain such readings.
- 3.4 If You have a Prepayment Meter, We shall reset Your Prepayment Meter within seventy-two (72) hours of the Start Date and make You aware of the amount owed for the period between the Start Date and the date on which the Prepayment Meter is reset.
- 3.5 Where there is a Prepayment Meter installed at the Property and You want to change to a credit meter, please contact Us on 0345 078 3215 or email community.energy@sse.com. You will be subject to a credit check in advance of this change in payment method.
- 3.6 We will supply Energy from the Start Date until termination provided that:
- (a) We have all necessary authorisations or exemptions required for the supply of Energy to Your Property;
 - (b) the Energy is supplied through a meter;
 - (c) the Property is connected to the Network;
 - (d) all bills for Energy are paid by You in accordance with this Agreement and where applicable, paid by the Landlord in accordance with their supply agreement with Us.

4. CONNECTION PROVISIONS

- 4.1 The Property will remain connected to the Network in accordance with any legal or regulatory requirements that apply from time to time, and the terms of this Agreement.
- 4.2 Our obligations under this Agreement are subject to the maximum capacity and any other design feature of Your connection. You must not make any significant change to Your pipes or equipment or do anything else that could affect the Network and/or Equipment or require alterations to Your connection without Our prior written consent.

5. ACCESS

- 5.1 You shall allow Us or any other person nominated by Us, access to the Property, at all reasonable times and upon reasonable notice of at least five (5) Working Days, and at any time in an Emergency. This is so that We can inspect, install, operate, replace, maintain or renew Equipment for any purpose under this Agreement (including taking meter readings and recovery actions such as the installation of a Prepayment Meter and disconnecting supply for non-payment).
- 5.2 By entering into this Agreement You agree to give Us consent to access the Property at all reasonable times if We have reasonable grounds for suspecting that You are taking a supply of Energy in a manner contrary to or in breach of the terms of this Agreement. If upon gaining access We find evidence that an Illegal Supply has taken at the Property, You agree to pay Us:
 - (a) any costs and expenses incurred in reinstating or repairing any Equipment to its state and condition prior to Your Illegal Supply;
 - (b) the estimated costs of any such Energy taken through the Illegal Supply; and
 - (c) consent to Us installing a Prepayment Meter which will be set to recover the costs in 5.2(a) and 5.2(b) as well as the costs of the continued supply of Energy to the Property.
- 5.3 We may not exercise the right in clause 5.2 of this Agreement if any amount is genuinely in dispute or We have not given You five (5) Working Days' notice of Our intention to exercise those rights.
- 5.4 If You fail to provide access to Us for Our biennial planned preventative maintenance on the Equipment, then after three (3) reasonable attempts to complete the maintenance You will forfeit Your right to any SSE Service Standards Failure Payments for fault responses until such time as You grant Us access to carry out the maintenance. We may also charge You Our demonstrable costs and expenses incurred for any further attempts to complete the maintenance. The charges for failed maintenance attempt due to no access can be checked with Our customer service team on 0345 078 3215 or by emailing community.energy@sse.com.
- 5.5 If You make an appointment with Us and cannot keep it, You must let Us know by midday on the Working Day before the appointment or We will be entitled to and may charge You for the appointment. These charges are detailed in the table in Appendix 1 and can be checked with Our customer service team on 0345 078 3215 or by emailing community.energy@sse.com.

6. PRICE, PAYMENT AND CHARGES

Price

- 6.1 The price You pay for Energy services is based on the number of Units used and Charges which are detailed in Appendix 2 to this Agreement. The actual Charges calculated in accordance with the formula in Appendix 2 will be notified to You on at least an annual basis by Us and become effective on 1st of May of each calendar year. You must also pay VAT and any other taxes or duties at the applicable rate.
- 6.2 Any changes to Your tariff will be notified to You in writing at least thirty-one (31) calendar days prior to the change taking effect.
- 6.3 Customers who do not sign up to a Direct Debit payment plan within one (1) calendar month from taking the supply of Energy to the Property or taking legal ownership/tenancy of the Property will automatically be changed to a non- direct debit tariff which will increase all Charges by 5%. At any time, if a Direct Debit is established, the Charges will revert back to 0% from the date that the Direct Debit is processed.
- 6.4 Customers who do not sign up to a paperless billing option within one (1) calendar month from taking the supply of Energy to the Property or taking legal ownership/tenancy of the Property will automatically be charged an additional fee detailed in Appendix 2.
- 6.5 We may vary the Charges by a reasonable amount in the following circumstances:
- (a) in accordance with Appendix 1 of this Agreement (if applicable); and
 - (b) in accordance with Appendix 2 of this Agreement; or
 - (c) if there is a change in Law that means We have to invest in new plant or Equipment and/or such new plant and Equipment increases the cost of operating the Energy Centre and/or the Network, or if local or national government increases or introduces any taxation that relates to the Energy Centre and/or the Network and/or Energy; or
 - (d) if there is a Prepayment Meter installed at the Property.

Billing

- 6.6 We will endeavour to take a daily reading from the Energy meter at Your Property which are assumed to be correct. Where We believe the meter readings are inaccurate, or they are not available We will make a reasonable estimate and send You a bill. You may supply Your own meter reading at any time by contacting Us on 0345 078 3215, or e-mailing community.energy@sse.com, or via Our customer self-serve portal <https://login.sseandme.co.uk/login>.
- 6.7 If We have been at fault by either significantly underestimating the amount of Energy You use or by not sending You bills, We will not Back-bill You for a period that exceeds twelve (12) months. We will also offer You a suitable repayment plan for any outstanding amount within a twelve (12) month period.
- 6.8 If You dispute the accuracy of any Energy meter You must contact Us on 0345 078 3215 or e-mail community.energy@sse.com and We shall arrange for the accuracy of the meter to be tested by an independent meter examiner. The meter accuracy shall be assessed within a tolerance range of +/- 5% in accordance with the manufacturer's guidelines. If, following testing, the meter is found to be sufficiently accurate and within

the tolerance range You must pay the reasonable cost of the test. However, if the Energy meter is found to be inaccurate under the manufacturer's guidelines, We will be responsible for the cost of the test and subject to clause 6.7, We will adjust the Charges as appropriate for such period in which the inaccuracy is reasonably expected to have occurred.

- 6.9 The expected cost of the independent meter exam can be checked with Our customer service team on 0345 078 3215 or e-mail community.energy@sse.com, in advance of any meter accuracy test appointments.
- 6.10 If You have a credit meter, We will send You bills and/or statements at quarterly intervals (from the Start Date) which will provide a breakdown of the Charges payable. You must pay the Charges in full if You do not have an adequate Direct Debit arrangement with Us. Part payment will not release You from Your obligation. Payments are to be made within fourteen (14) calendar days from the bill issue date. This is clearly stated on Your bills.
- 6.11 If any payment is late, We are entitled to charge You:
- (a) interest at the rate of four (4.0) % per annum above the current Bank of England base rate from the date that the payment became due until the date that payment is received; and
 - (b) the reasonable costs of trying to recover overdue payments.
- 6.12 We will detail any Energy You have used and the Charges in as simple a format as possible and provide information on working out the total bill.
- 6.13 We will provide clear contact details on Our bills. If You have a question about any part of Your bill, please contact Us by calling 0345 078 3215 or e-mailing community.energy@sse.com. We aim to resolve billing queries within five (5) Working Days but if We think Your query will take longer, We will explain this to You.
- 6.14 If You choose to dispute any amount in a bill then You must first pay the disputed amount, in full, along with any other charges due. If, once the dispute is settled, We owe You any amount We will credit this amount against the next invoice raised by Us, or if requested by You, pay You directly. The refund shall be made through a method agreed with You.
- 6.15 Where You have not paid Us the Charges due within fourteen (14) calendar days of Your bill and where it is safe to do so, We may install a Prepayment Meter and We may charge You for the costs of doing so (including the cost of supplying the Prepayment Meter). We will arrange for someone to explain to You how to use the Prepayment Meter. We may allocate a portion of any payment by way of a Prepayment Meter for the supply of Energy toward the recovery of existing debt with respect to the Property.
- 6.16 If You have a Prepayment Meter, We will produce a statement each year giving details of the Energy You have used, and the amount recovered in respect of any arrears.
- 6.17 In all cases where You owe money to Us, We will bill You directly. In all cases where You owe no further payments to Us, and We are no longer Your supplier, We will settle the outstanding balance by paying You directly using a method agreed with You.
- 6.18 If You pay Us without telling Us which bill the payment is for, We will allocate each payment to the bill(s) in the order in which they became due and credit Your account with any balance.

Payment and Default

- 6.19 If You fail to pay the Charges in accordance with this Agreement and Your bill, then We will take appropriate action.
- 6.20 This includes, but is not limited to, a series of letters, calls, text messages and e-mails to advise You to contact Us in order to agree a repayment plan and/or pay the unpaid Charges.
- 6.21 Subject to clause 6.27 and where You have been issued a Final Demand Letter, if there is an interruption in the supply of Energy to the Property and You have not paid Your bill nor entered into a repayment arrangement with Us, We reserve the right not to respond to the fault where the fault is not widespread and does not affect majority of the addresses connected to Our Network.
- 6.22 If You fail to contact Us and/or pay the unpaid Charges, then We may pass the outstanding debt to a specialist debt collection agency who may visit the Property.
- 6.23 Debt collection visits are chargeable to You. The charge for which is detailed in the table in Appendix 1.
- 6.24 The current outstanding charges will be stated on any reminder letter and can also be checked with Our customer service team on 0345 078 3215 or community.energy@sse.com.
- 6.25 Until such time as We receive all unpaid Charges and there are no arrears on Your account, You may be subject to clause 6.21.
- 6.26 We will send You a Final Demand Letter which sets out the deadline for payment of all outstanding charges. If the deadline for payment specified in the Final Demand Letter has expired and You have not paid nor entered into a payment agreement, then Our final action will be to disconnect Your supply of Energy, subject to clause 6.27.
- 6.27 We will not disconnect the Energy supply during the months of the Heat Season to any Property where the customer or any of its occupants is in a Vulnerable Situation.
- 6.28 Before any disconnection takes place, We agree to provide You with seven (7) calendar days' notice of Our intention to disconnect and, during the aforementioned seven (7) calendar day period, You may agree to pay the unpaid Charges, agree an affordable repayment plan or elect to have a Prepayment Meter installed.
- 6.29 In most cases, We have the ability and may disconnect Your supply of Energy remotely without the need to gain access to the Property to do so.
- 6.30 There is no entitlement to reconnect Your supply of Energy unless You can prove that You are absolved from the liability of the existing debt.
- 6.31 Reconnection to the Network will only take place when a repayment plan for arrears and a payment plan for ongoing usage has been agreed, any reconnection charges (if applicable) have been paid, or a Prepayment Meter has been installed at the Property. The cost of the reconnection charge is detailed in the table in Appendix 1.
- 6.32 If You have agreed a payment plan with Us but You fail to adhere to it, We reserve the right to amend the service plan with seven (7) calendar days' notice. If a smart meter supplies Energy to Your Property, We reserve the right to switch the meter from credit to prepayment mode if You fail to adhere to Your payment plan.

- 6.33 When We have received the cleared payment, the supply of Energy will resume within twenty-four (24) hours' during months of the Heat Season and within seventy-two (72) hours at any time other than the Heat Season. We may apply default marker on Your account for late payments.
- 6.34 Subject to clause 6.31, access to the Property is required for reconnection to the Network. We shall need to recommission the Equipment and ensure it is safe and fit for purpose. You must give Us access to the Property to reconnect Your supply of Energy.

7. DAMAGE TO EQUIPMENT

- 7.1 You must not interfere with, damage, or allow others to interfere with or damage the Equipment. If We have reasons to believe that any damage was caused by You or a third party (not on behalf of Us) then You will be liable for the cost of repair or restoring the Equipment to its original operating condition.
- 7.2 If the Equipment is damaged in the manner described in 7.1, We may install a Prepayment Meter at the Property and charge You the costs We incur in remedying the damage.
- 7.3 We are responsible for making sure the Equipment is protected and maintained in a safe and efficient working condition. You are responsible for keeping the Equipment free from damage and vandalism. You must let Us know immediately if the Equipment gets interfered with, damaged, or appears not to be working correctly.

8. INTERRUPTIONS TO SUPPLY

- 8.1 Our supply commitments to You are backed by SSE Service Standards.
- 8.2 We do not guarantee that delivery of Energy delivered through Our Network will be free of brief variations in temperature, pressure or supply (as the case may be). However, where Energy is not available due to the circumstances detailed in Appendix 3, We offer applicable SSE Service Standards Failure Payments to those Customers as detailed in the definition table and as specified in Appendix 3.
- 8.3 The payments referred to in 8.2 are not automatically credited to Your account when a failure occurs. The failure must be reported, and payments claimed by You or the occupier of the Property. Such payment can only be claimed once for each Event.
- 8.4 Any SSE Service Standards Failure Payments must be claimed within three (3) months from the date of the occurrence, otherwise the right to claim for payment will be forfeited. You can do this by calling 0345 078 3215 or by e-mailing community.energy@sse.com. You will then be sent a claim form to complete and return (by post or e-mail).
- 8.5 Any payments due to You will be processed within ten (10) Working Days of Your claim and will be credited to Your account. If You prefer to receive the payment in any other form then You must advise this at the time of the claim.
- 8.6 We shall not be liable for any SSE Service Standards Failure Payments where the Event has been triggered by any equipment which is not Ours or maintained by Us or where Our service provision has been affected by an event of Force Majeure.
- 8.7 We may interrupt the Energy supply to the Property for reasons including but not limited to:

- (a) any fault on any Equipment within the Property and/or the Property or any other Equipment used in connection with the Energy supply; or
 - (b) a need to carry out maintenance, repair or replacement on or of any such Equipment; or
 - (c) a risk of injury to any person or damage to property; or
 - (d) if We are required to do so by Law or in terms of industry arrangements under which We operate; or
 - (e) any disconnection for non-payment under the terms of this Agreement
- 8.8 Except in an Emergency and provided that it is possible to do so, We will give You at least five (5) Working Days' prior written notice of any Planned Interruptions to Your supply of Energy.
- 8.9 Where there is interruption in the supply of Energy and it is an Emergency You should contact Us on 0800 316 2194 twenty-four (24) hours' a day, seven (7) days a week. An Emergency for these purposes may include circumstances where injury to life and/or serious damage to property are threatened, such as a flood or electrical failure or shock risk. It may also include an outage required to rectify an issue which may imminently impact the service provided to Customers.
- 8.10 If there is an interruption in the supply of Energy to the Property for which We are responsible and which cannot be resolved within twelve (12) hours of receiving notification, We shall arrange for an alternative supply of Energy to the Property of all customers in Vulnerable Situation(s) that have registered with Us at Our cost until the Energy is restored.

9. CUSTOMERS IN VULNERABLE SITUATIONS

- 9.1 We keep a priority service register of customers in Vulnerable Situations. If You think You may be entitled to be on this register and qualify for any of the services described in clauses 9.2 and 9.3, please contact Our customer service team by calling 0345 078 3215 or by e-mailing community.energy@sse.com in order for Us to explain the assistance available to You.
- 9.2 We provide special services for customers on the register, such as:
- password schemes
 - assistance with understanding bills
 - submitting meter readings
 - large-print or audio bills.
- 9.3 We can also provide contact details for advice agencies, support services and charities to support with:
- Energy consumption; and
 - debt management.
- 9.4 We know that some customers may take comfort from a family member or friend checking their bills and letters. If You provide Us with written instruction, We can send Your bills and any correspondence to a family member or a friend You have chosen.

10. USE OF PERSONAL INFORMATION

10.1 We may collect information about You when You use Our website; correspond with Us by phone, letter, email, SMS or otherwise; or in the course of providing You with services/products. We may receive information about You from third parties, such as credit reference agencies and other energy suppliers. Information We collect includes, but is not limited to, name, postal address, phone numbers, e-mail addresses, date of birth, financial information (including bank account details), credit history, and information about use of Our services/products, personal requirements and lifestyle.

10.2 Information You provide or We hold (whether under this Agreement or otherwise) may be used by Us, Our employees and/or Our agents, contractors, and companies within the SSE Group in accordance with the Data Protection Legislation (as from time to time amended or replaced) to:

- (a) provide You with online services;
- (b) identify You when You call;
- (c) assist in the detection and prevention of crime, fraud or loss;
- (d) assist in the administration of accounts, services and products offered by the SSE Group now or in the future;
- (e) contact You or authorised third parties to administer any Energy accounts, services or products. If You provide Us with an email address, We may use it to send contract fulfilment and other account or services related information;
- (f) contact You to collect feedback, for example through surveys or questionnaires;
- (g) train Our staff and improve Our services or products;
- (h) conduct, and contact You in relation to, market research which may include analysis of information not limited to energy usage, aspects of Your lifestyle, and payment history; and
- (i) identify offers and energy or payment advice tailored to Your needs.

10.3 For more information on how We process Your Personal Data, please refer to Our privacy policy which can be found at: <https://www.sseutilitysolutions.co.uk/privacy-notice>.

Marketing

10.4 If You provide consent, We may occasionally contact You regarding Our products and services. We may use third parties to send marketing communications. You may opt out at any time from receiving marketing messages by contacting Us via phone 0345 078 3215 or email community.energy@sse.com and providing Your account details.

10.5 Information You provide or We hold may be shared with third parties, including:

- (a) companies that provide, review and/or receive services in relation to Our website or Our services or products;
- (b) regulators or legally appointed bodies, such as Ofgem, for regulatory or legal purposes;

- (c) where appropriate and subject to Your consent, individuals such as family members or cohabitants, previous tenants, landlords, or organisations such as letting agents, who/which may require, or provide, information about You or Your premises or who introduced You to SSE;
- (d) organisations involved in the prevention or detection of crime or collection of taxes or similar impositions. If We have a reasonable suspicion an offence is being, or has been, committed We will investigate and may record information on Your account and share the information with relevant third parties (such as the police);
- (e) if You fail to make payments We may share information with debt collection and tracing agents; and
- (f) authorised third parties or named account holders on any account You hold with Us.

Fraud and Theft of Energy

- 10.6 To help Us identify fraud and Illegal Supplies, We will give details of Your account to fraud prevention agencies which will use the information to check public and other databases they hold and may provide information to Us to help identify fraud and Illegal Supplies. Checks will be performed on a regular basis whilst You hold an account with Us.
- 10.7 If We suspect or can confirm an Illegal Supply has occurred, a record will be kept by fraud prevention agencies which may include sensitive information about alleged criminal offences. The fraud prevention agencies may provide the information to other energy companies to help identify fraud and detect Illegal Supplies but only in limited circumstances where You have an account with them. Where an Illegal Supply has been identified, Your account terms may change, but We will notify You separately if this is the case.
- 10.8 We may carry out credit and fraud prevention checks with licensed credit reference and fraud prevention agencies and they will 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/or for debt collection and fraud prevention purposes. If You have a spouse or financial associate the agencies may link information about You to those individuals.
- 10.9 We may monitor and record any communications, including phone conversations, emails, text messages and web chats for security purposes, in order to improve Our standards of customer service, to meet Our regulatory and legal responsibilities, and to train Our staff.

11. COMPLAINTS

- 11.1 We have a helpline where You can talk to Our customer service team by calling 0345 078 3215 or by e-mailing community.energy@sse.com. Our customer service team is ready to help and answer any questions You may have. If the helpline team cannot answer Your question, You can ask to talk to a supervisor or manager.
- 11.2 If You have a Complaint, We have a formal Complaints process in place to support You. This can be viewed on www.sseutilitysolutions.co.uk/customer-services. We will first try

to fully understand the nature of Your concern and shall seek to resolve any issue You raise. We will do this by reviewing the circumstances of the Complaint and propose a mutually satisfactory solution.

- 11.3 We aim to contact You within five (5) Working Days of receiving Your Complaint.
- 11.4 If the customer services team cannot resolve the problem to the mutual satisfaction of both You and Us, You can ask to talk to a manager. One of Our managers will then work to understand Your concerns and attempt to agree a mutually agreeable solution.
- 11.5 If You are still not satisfied following the intervention of one of Our managers, You can raise the matter with Our Head of Customer Services, who You can contact at Head of Customer Service, Enterprise Utilities, 4 Penner Road, Havant PO9 1QH or community.energy@sse.com.
- 11.6 If the Complaint has not been resolved within eight (8) weeks of the date on which We received Your Complaint, We will issue a Deadlock Letter to You. Such Deadlock Letter shall set out:
- a) Our final offer in terms of resolution of the Complaint; and
 - b) details of the independent Ombudsman which You may contact if You do not accept Our final offer and wish to pursue the Complaint further.
- 11.7 If You feel that Your Complaint has not been resolved following Our Complaint handling process detailed above, or where there is a deadlock situation, You may refer Your Complaint to the Ombudsman by contacting them at the below address;
- Write to: PO Box 966, Warrington WA4 9DF
- Phone: 0330 440 1624
- Fax: 0330 440 1625
- Textphone: 0330 440 1600
- Email: osenquiries@os-energy.org
- Website: www.ombudsman-services.org
- 11.8 Our Complaint procedure may be updated from time to time. Full details of Our Complaint procedure can be found on www.sseutilityolutions.co.uk/customer-services or by calling 0345 078 3215 or by e-mailing community.energy@sse.com.

12. LIMITATION OF LIABILITY

- 12.1 Except for death or personal injury caused by Our negligent acts or omissions or any other liability that cannot be excluded by Law, We will only be liable to You for any loss or damage which is a reasonably foreseeable consequence of a breach of this Agreement, up to a maximum liability as defined in Appendix 1.
- 12.2 Except for death or personal injury caused by Your negligent acts or omissions or any other liability that cannot be excluded by Law, You will only be liable to Us for any loss or damage which is a reasonably foreseeable consequence of a breach of this Agreement, up to a maximum liability as defined in Appendix 1

- 12.3 Neither You nor We are liable, to the other, for any indirect, consequential, economic or financial loss or damage (including but not limited to loss of profit, revenue, goodwill, business, contract or wasted expenses).

13. TERMINATION

- 13.1 Subject to clause 13.4, the supply of Energy to the Property will be terminated on the date You are no longer responsible for the Property. You shall give Us at least two (2) Working Days' written notice of such termination and also provide a final meter reading.
- 13.2 If You are moving out of the Property, You must provide Your forwarding address to Us, in order for Us to send You Your final bill.
- 13.3 If You remain the lawful owner of the Property and let, sub-let or lease the Property, then You shall:
- (a) within at least five (5) Working Days before the occupant moves in, advise Us of the letting details, letting agency (if any) and the name and contact details of the occupant;
 - (b) notify the occupant of supply requirements and Charges;
 - (c) require the occupant to enter into a separate supply agreement with Us; and
 - (d) comply with clause 14.

You shall remain liable for all Charges arising under this Agreement if the Property is not occupied for any period of time.

- 13.4 If You do not give the necessary notice under clauses 13.1, 13.2 and/or 13.3, You will remain liable for all Charges arising under this Agreement until the date on which Energy is supplied to the Property by Us under a supply contract with a person other than You. Any amounts due to Us by You for the relevant period will be pursued through a debt collection agency. This may affect Your credit rating.
- 13.5 This Agreement will terminate with immediate effect if We lose the right to provide Energy to the Property for whatever reason. Notification of which will be sent in line with clause 16 of this Agreement.
- 13.6 The expiry or termination of this Agreement will not affect the accrued rights of either party prior to such expiry or termination.

14. SUB-LETTING

- 14.1 You shall not let, sub-let or lease Your Property without informing Us.
- 14.2 If You intend to let, sub-let or lease Your Property, You shall notify Us by calling 0345 078 3215 or by emailing community.energy@sse.com.
- 14.3 Subject to clauses 13.2 and 13.3, if You have moved out of the Property and You intend to let, sub-let or lease Your Property, and the Property is not occupied by a tenant, We will issue an invoice to You for the relevant period where the Property is not occupied until You notify Us by calling 0345 078 3215 or by emailing community.energy@sse.com in accordance with clause 14.6 and subject to clause 14.4.

- 14.4 If the new tenant does not register their details with Us, all Charges will be payable by You. Where the new tenant has registered their details with Us, We will carry out a change of tenancy on the supply account into the tenant's name and the bills will be paid by the new tenant from the date they moved in to the Property.
- 14.5 Where a Property has been vacant or unoccupied for at least thirty (30) calendar days after You or Your tenant moved out of the Property, We reserve the right to disconnect supply of Energy to the Property until the new tenant has registered their details with Us, or unless You tell Us to keep the supply on and the corresponding bills will be paid by You.
- 14.6 Within five (5) Working Days of the tenant moving in to Your Property:
- a) You shall inform Us details of incoming and/or outgoing tenancy (including dates, tenant name and contact details)
 - b) You shall inform Us of the details of the letting agency (if there are any)
 - c) You shall provide Us the moving in and/or moving out meter readings
 - d) You shall provide details of any known periods of when the Property is unoccupied (start and end date)
- 14.7 If You comply with all the specified requirements in clause 14.6, We will continue to supply Energy to the Property subject to clauses 14.4 and 14.5.
- 14.8 If You let, sub-let or lease Your Property and Your tenant moves out of Your Property, You shall inform Us of the moving out date and provide a meter reading within five (5) Working Days of Your tenant moving out.
- 14.9 If You sub-let Your Property and You did not move out of the Property, the Energy account shall remain in Your name and You will pay the applicable bills accordingly, unless Your tenant registers their details with Us.

15. FORCE MAJEURE

- 15.1 Neither party shall be liable to the other for any delay in performing or failure to perform any of its obligations under this Agreement (other than for payment) which is due to Force Majeure. The affected party's obligations under this Agreement shall be suspended for so long as the event of Force Majeure continues and to the extent that it is so delayed. For the avoidance of doubt any act or omission by any sub-contractor shall not be an event of Force Majeure (unless it constitutes an event of Force Majeure for that sub-contractor).
- 15.2 If either We or You are prevented from performing any of Our respective obligations under this Agreement because of an event of Force Majeure, that party shall give notice to the other party as soon as reasonably practicable following the occurrence of the Force Majeure and shall be excused from such obligations to the extent that and for so long as the event of Force Majeure prevents the relevant party from performing them. Both parties shall minimise any delay in performance of such obligations. Notification of which will be sent in line with clause 16 of this Agreement.
- 15.3 The party affected by the event of Force Majeure shall as soon as possible after the end of the event of Force Majeure, notify the other party when the event of Force

Majeure has ended and recommence performance of the affected obligations as soon as reasonably practicable.

16. NOTICES

- 16.1 Notices required under this Agreement will be in writing and delivered by hand, sent by post or by e-mail (where available).
- 16.2 We will send notices to Your billing address (or to such address as You notify to Us). You must send notice(s) by post to: SSE Heat Networks Limited, Inveralmond House, 200 Dunkeld Road, Perth PH1 3AQ.
- 16.3 We will assume You have received the notice two (2) Working Days after We have sent such notice unless We receive evidence to the contrary.

17. ENFORCEABILITY

- 17.1 For the avoidance of doubt, both Our and Your obligations under this Agreement shall not be effective until the Start Date and neither We nor You shall have any liability to the other for any breaches of this Agreement before the Start Date.
- 17.2 If any part of this Agreement is not permitted or is held to be ineffective by any court of Law or other regulatory or competent body, this will not affect any other part of this Agreement.

18. ASSIGNMENT

- 18.1 You cannot transfer, assign, novate or charge this Agreement to another person without Our prior written consent.
- 18.2 We may subcontract any of Our obligations under this Agreement without Your consent provided that such subcontractor is suitably skilled and qualified, and We may assign or transfer all or any part of Our rights and obligations under this Agreement without Your consent.

19. WAIVER

Any delay on Our part in enforcing any term, condition, right or remedy in respect of this Agreement shall not be deemed to be a waiver of any such term, condition, right or remedy.

20. VARIATION

Following no less than thirty-one (31) days' prior written notice to You of Our amendments, We can reasonably vary (without obtaining Your consent) the terms and conditions for the supply of Energy (including Charges).

21. JURISDICTION

This Agreement and any disputes arising from it shall be governed by the Laws of England and Wales in the exclusive jurisdiction of the courts of England and Wales.

APPENDICES

SUPPLY AGREEMENT PRIVATE RESIDENTS (DOMESTIC HEAT ENERGY)

APPENDIX 1: NETWORK SPECIFIC TERMS AND CONDITIONS

1. Your Energy

We will supply Heating Energy to Your Property situated at Orchard Village, London Borough of Havering, subject to the terms and conditions of this Agreement.

2. Additional Definition of Terms

The following take precedence to the terms contained in Schedule 1 of this Agreement:

“Capital Replacement Fund” or **“CRF”** refers to the money which shall be used to pay for the repair and replacement (as reasonably required) of all apparatus and the Equipment in the Energy Centre and/or the significant items of the Network plant when they reach the end of their service life;

“Capital Replacement Fund Charge” or **“CRFC”** means the money You pay towards the Capital Replacement Fund;

“Consumer Price Index” or **“CPI”** is the official measure of inflation of consumer prices of the United Kingdom;

“Contract Year” means a period of twelve (12) months commencing at 00:00 hours on 1st of May in a calendar year and ending at 24:00 hours on the 30th of April in the immediately following calendar year;

“Developer” means Clarion Housing Association Limited; whose office is at Level 6, 6 More London Place, London, SE1 2DA;

“Equipment” means Our meters, pipes, electrical plant, electric lines, heat plant and all other apparatus at the Property to deliver, measure and control Heating;

“Finalled Account” means an account that has been closed in our billing system because:

- a. The Customer moved out of the property; or
- b. The Customer has changed energy supplier; or
- c. The Energy supply has been disconnected; or
- d. The property has been demolished

“Heat” or **“Heating”** means heated water produced by Our Energy Centre and distributed to You via the Network as a source of heating and hot water at the Property. ‘Heating’ and ‘Heat’ shall be construed accordingly;

“Heat Interface Unit” or **“HIU”** means the Equipment that connects Your Heating system to Our energy centre and the Network. This includes larger skids and/or plate heat exchangers, if applicable;

“Indexation” means the price index that will be used to adjust the Charges as specified in Appendix 2 and Appendix 3;

“kWh” means kilowatt hour;

“Landlord” refers to Your Landlord Clarion Housing Association, or any private legal owner of the Property who You have a Lease agreement with;

“Lease” means the lease or rental agreement between You and the Landlord (or an intermediate Landlord) relating to the Property;

“Liabilities” means, except in the case death or personal injury or any other liability that cannot be excluded by Law, each parties maximum liability for any loss or damage which

is a reasonably foreseeable consequence of a breach of this Agreement, is limited to ten thousand pounds (£10,000.00) in any calendar year;

“**Respond**” or “**Response**” is where We or Our representatives acknowledge an Unplanned Interruption that You have reported to Us. Our Response can include, but is not limited to, telephone advice to You to identify whether the issue is on SSE Equipment. The Response time shall commence from the time you call Us to notify Us of a supply interruption. Respond and Response shall be construed accordingly;

“**Retail Price Index**” or “**RPI**” is an index of the variation in the prices of retail goods and other items in the UK;

“**Standing Charge**” or “**SC**” covers the costs We incur to supply the Energy to You;

“**Tax**” means any kind of tax, duty, levy or other charge whether or not similar to any in force at the Start Date and whether imposed by a local authority or governmental authority in the United Kingdom or elsewhere, including any Tax Authority;

“**Tax Authority**” means any governing body or organisation in any country having authority in relation to Tax;

“**Variable Heat Charge**” or “**HC**” means the pence per kWh amount for the supply of Heating which is determined in accordance with Appendix 2, and in all cases, as may be varied in accordance with clause 6.5 of this Agreement;

3. Charges

3.1 The price You pay for Energy is subject to term 3.3 of this Appendix 1 and the Charges detailed in Appendix 2.

3.2 The table below shows a list of associated charges being applied to You for the supply of Energy to Your Property as of 1st April 2021 and are subject to RPI. We reserve the right to review the associated charges as We deem appropriate. For current prices, contact Us on telephone number 0345 078 3215 or e-mail community.energy@sse.com.

Details	Costs/Charges
Meter Accuracy	£250.00
Meter replacement – Credit meter to Prepayment Meter	£250.00* *£250 if meter needs to be replaced due to vandalism, or if You requested a meter replacement. £0 if the update can be completed remotely.
Failure to keep an appointment with Us where a realistic window for the appointment had been provided, and You have not given Us 24 hours' notice to cancel the appointment	£30.00
Debt collection visit – active account	15% of debt balance

Debt collection visit – Finalled Account	£25.00
Disconnection charge	£100.00
Reconnection charge	£100.00
Notes to this table	
<ul style="list-style-type: none"> • Our costs will always be based on Our cost to provide the service (these costs will never represent a penalty) • For works requested by You, We will always agree prices with You in advance of carrying out any work 	

3.3 We may vary the Charges:

- (a) if there is a change in benchmarking practices
- (b) if there is a change in technology used to produce Energy
- (c) if the cost of operating and maintaining the Energy Centre or the Network are increased, or We incur costs that were not reasonably foreseen at the date of this Agreement
- (d) if there is a change in Law
- (e) if a Tax Authority varies or introduces any Taxes that relate to Our Energy Centre and/or Network and/or Energy
- (f) as otherwise agreed with the Developer (e.g. as a result of a change in the annual cashflow)

that means We have to invest in new plant or Equipment and/or such new plant and Equipment increases the cost of operating the energy centre and/or the Network, or if there is a reasonable need to recover costs, or if local or national government increases or introduces any taxation that relates to the Energy Centre and/or the Network then We may increase the Charges.

4. Other Specifications

- 4.1 If there is any discrepancy between the clauses of this Agreement and the terms of this Appendix, this Appendix shall take precedence.

APPENDIX 2: YOUR TARIFF

1. General Provisions

- 1.1 The following Charges apply to the supply of Your Energy subject to clause 6.1 of this Agreement. These Charges may be adjusted in line with this Appendix 2 and otherwise in accordance with clause 20 of this Agreement:
- Variable Heat Charge (HC)
 - Standing Charge (SC)
 - Capital Replacement Fund Charge (CRFC)
- 1.2 *Direct Debit vs non-Direct Debit*
- The details specified in the Charges below apply when You have signed up to a Direct Debit payment plan with Us. Otherwise an additional five percent (5%) shall be applied to Your tariff.
- 1.3 To help the environment, We encourage You to sign up to a paperless billing. If You do not opt to a paperless option, a paper bill Charge of one pound and fifty pence (£1.50) plus VAT shall apply to each bill issued by Us.
- 1.4 The Charges specified below apply to credit meters and Prepayment Meters. If You have a Prepayment Meter, the Variable Heat Charge is subject to change and You will be informed in line with clause 6.2 of this Agreement.

2. Variable Heat Charge (HC)

$$\text{Variable Heat Charge} = A/0.75 \times DD$$

Where:

$$A = \frac{a+b+c+d+e+f}{6}$$

Where

DD = 100.0% for Direct Debit Customers and 105.0% for non-Direct Debit Customers

a = standard variable single fuel gas tariff, excluding the standing charge, from the largest supplier as defined by percentage of market share published by Ofgem in pence per kWh (higher Heating value basis) for the London supply area, including any direct debit and paperless bill discounts, as at 1st April and/or 1st October in the relevant year and as published on the supplier's website.

b = standard variable single fuel gas tariff, excluding the standing charge, from the second largest supplier as defined by percentage of market share published by Ofgem in pence per kWh (higher Heating value basis) for the London supply area, including any direct debit and paperless bill discounts, as at 1st April and/or 1st October in the relevant year and as published on the supplier's website.

c = standard variable single fuel gas tariff, excluding the standing charge, from the third largest supplier as defined by percentage of market share published by Ofgem in pence per kWh (higher Heating value basis) for the London supply area, including any direct

debit and paperless bill discounts, as at 1st April and/or 1st October in the relevant year and as published on the supplier's website.

d = standard variable single fuel gas tariff, excluding the standing charge, from the fourth largest supplier as defined by percentage of market share published by Ofgem in pence per kWh (higher Heating value basis) for the London supply area, including any direct debit and paperless bill discounts, as at 1st April and/or 1st October in the relevant year and as published on the supplier's website.

e = standard variable single fuel gas tariff, excluding the standing charge, from the fifth largest supplier as defined by percentage of market share published by Ofgem in pence per kWh (higher Heating value basis) for the London supply area, including any direct debit and paperless bill discounts, as at 1st April and/or 1st October in the relevant year and as published on the supplier's website.

f = standard variable single fuel gas tariff, excluding the standing charge, from the sixth largest supplier as defined by percentage of market share published by Ofgem in pence per kWh (higher Heating value basis) for the London supply area, including any direct debit and paperless bill discounts, as at 1st April and/or 1st October in the relevant year and as published on the supplier's website.

- 2.1 Letters 'a' to 'f' provided in this tariff methodology refer to the "largest suppliers" as defined by market share of retail customers, published monthly by Ofgem. We shall keep this basket under review and may amend this list from time to time.
- 2.2 The gas to heat conversion factor of 0.75, equivalent to seventy-five percent (75.0%), is the assumed full life cycle efficiency factor of a traditional boiler (on a higher Heating value basis). We use this factor to work out what the equivalent variable charge for gas would be to produce the heat You use if You had a traditional gas boiler heating system. This ensures that Your variable HC is directly comparable with prevailing variable gas charges.

3. Standing Charge (SC)

- 3.1 The Heating SC will be £25.00 per month plus VAT (this is the base rate calculated as at 1st August 2010).
- 3.2 The SC will be indexed on the 1st of April of each year to take account of CPI in accordance with the following indexation formula:

CPI indexation formula:

$$P_y = \left(\frac{CPI_y}{CPI_0} \right) \times P_0 \times DD$$

Where:

DD = 100.0% for Direct Debit Customers and 105.0% for non-Direct Debit Customers

P₀ is the value of the Standing Charge (SC) for August 2010.

P_Y is the value of the relevant figure as adjusted and applicable from 1st May in each year for a twelve (12) month period.

CPI_0 is the value of CPI published for August 2010, and

CPI_Y is the value of CPI published for the month of March immediately preceding the 1st April in the current Contract Year.

- 3.3 If CPI ceased to be published, We will inform You of the replacement index to be used in calculating the adjustment to the SC. The CPI will be re-based from time-to-time and the relevant calculations will be adjusted in order to ensure that price adjustments are based on consistent index data.

4. Capital Replacement Fund Charge (CRFC)

- 4.1 The monthly CRFC will be £7.25 per month plus VAT (this is the base rate calculated as at 1st August 2010).
- 4.2 The CRFC will be indexed on the 1st April of each year to take account CPI in accordance with the following indexation formula:

CPI indexation formula:

$$P_Y = \left(\frac{CPI_Y}{CPI_0} \right) \times P_0 \times DD$$

Where:

DD = 100.0% for Direct Debit Customers and 105.0% for non-Direct Debit Customers

P_0 is the value of the CRFC for August 2010.

P_Y is the value of the relevant figure as adjusted and applicable from 1st May in each year for a twelve (12) month period.

CPI_0 is the value of CPI published for August 2010, and

CPI_Y is the value of CPI published for the month of March immediately preceding the 1st April in the current Contract Year.

- 4.3 If CPI ceased to be published, We will inform You of the replacement index to be used in calculating the adjustment to the CRFC. The CPI will be re-based from time-to-time and the relevant calculations will be adjusted in order to ensure that price adjustments are based on consistent index data.
- 4.4 In the event that the CRFC is not sufficient to meet the cost of replacement plant and equipment in the forthcoming twelve (12) month period, We reserve the right to review and adjust the CRFC on 1 April each year. We shall not make any amendment to the CRFC without providing at least one month's prior notice.

APPENDIX 3: SSE SERVICE STANDARDS

1. Temperature

We shall ensure that for each Property that We supply:

- 1.1. Sufficient Energy is supplied to reach or exceed the minimum design parameters for the Network for the efficient delivery of Energy to You on the registered Property.

2. Continuity of Service

- 2.1 Unless otherwise designated, We shall endeavour that, for each Property that We supply, Heat Energy will be supplied 24 hours a day 7 days a week 365 days a year (or 366 days a year during a leap year) (a "Twenty Four Hour Service"), other than during a Planned Interruption or an Unplanned Interruption. For the avoidance of doubt, disconnected supplies will not benefit from the continuity of service.

3. SSE Service Standards Failure Payments for Heat Energy

- 3.1 You are eligible to claim for SSE Service Standards Failure Payments as set out in paragraph 3.4 subject to paragraph 3.3 of this Appendix 3.
- 3.2 You cannot make multiple claims relating to the same Event where the failure to meet the SSE Service Standards (specified in paragraph 3.4 below) has occurred.
- 3.3 We will not pay SSE Service Standards Failure Payments if:
 - a) We are not the supplier of Your Heat Energy; or
 - b) You inform Us that You do not wish to claim in regard to such failure; or
 - c) You did not claim the payment within 3 months of the date on which the Event occurred; or
 - d) We reasonably requested specific information from You and this information has not been provided (by telephone, post or email), subject to such information being relevant to the delivery of SSE Service Standards; or
 - e) Performing the SSE Service Standards would cause Us to break the Law or which would lead to imminent danger of death or personal injury; or
 - f) It was not reasonably practicable to meet the requisite standard due to Force Majeure; or
 - g) We have reasonable grounds to believe that the information You provided Us is of a frivolous or vexatious nature; or
 - h) You did not give Us access to the Property to undertake either planned or unplanned maintenance; or
 - i) The Equipment is not owned or maintained by Us; or
 - j) The failure was not caused by Us or Our representative; or
 - k) The shutdown is in relation to an Emergency situation; or
 - l) The shutdown is due to disconnection of supply for non-payment of account; or

m) You did not provide the evidence(s) We required from You for the claim

3.4 The payment for failing to meet SSE Service Standards shall be:

SSE Service Standards Failure Event	SSE Service Standards Failure Payment	Condition
Planned Interruptions		
Failure to provide at least 5 Working Days written notice to each Heat Customer at a Registered Site which is to be subject to a Planned Interruption.	£24.00	This is a one-off payment. The payment for both the failures on Planned Interruptions (combined) shall be capped at £500.
Planned interruptions that last longer than 5 days	£30.00	This payment will be paid out for each 24-hour period (beginning at 00:00 on day 6 following the commencement of the Planned Interruption). The payment for both the failures on Planned Interruptions (combined) shall be capped at £500.
Unplanned Interruptions		
Failure to Respond within four (4) hours of the first notification from You	£10.00	This is a one-off payment. The payment for all the failures on Unplanned Interruptions (combined) shall be capped at £500.
Winter (1 st October – 31 st March) Failure to restore Energy within 12 hours of the first notification from You	£30.00	This will be paid out per Event for each 24-hour period from the date and time from which the failure has been notified to Us. The payment for all the failures on Unplanned Interruptions (combined) shall be capped at £500.
Summer (1 st April – 30 th of September) Failure to restore Energy within 24 hours of the first notification from You	£30.00	This will be paid out per Event for each 24-hour period from the date and time from which the failure has been notified to Us. The payment for all the failures on Unplanned Interruptions (combined) shall be capped at £500.

Multiple Interruptions		
Where You notify Us of 4 or more Unplanned Interruptions during any 12-month period and each Unplanned Interruption is accepted and verified by Us and lasts for over 12 hours	£54.00	This is a one-off payment made on annual basis.
Customers in Vulnerable Situation		
Where a planned or unplanned interruption exceeds 12 hours (in any 12-month period)	£24.00	This is a one-off payment made on each Event and is in addition to any payment due under normal circumstances. The customer in Vulnerable Situation must be registered with Our priority register in advance of any event to qualify for this payment.
Keeping Appointments		
Failure to keep an appointment with You where access had been granted by You and a realistic window for the appointment has been provided, and We have not given You 24 hours' notice to cancel the appointment	£30.00	This will be paid out per Event We did not turn up for the appointment and We did not give You 24 hours' notice of appointment cancellation. This shall be capped at £500.

Notes to the table above	Description
Claiming SSE Service Standards Failure Payment	Payments for SSE Service Standards failures are not automatic. Subject to paragraph 3.3 of this Appendix 3, You have the option as to whether to credit the payment to Your Energy account or other reasonable method(s) of payment such as bank transfer or cheque.

- 3.5 The prices of the SSE Service Standards Failure Payments are applicable as of 1st April 2021 and are subject to change from time to time as may be required by the Heat Trust or the regulator, if applicable. Any changes to SSE Service Standards Failure Payments shall be communicated to You through Your preferred means of communication.
- 3.6 We reserve the right to review the SSE Service Standard Failure Payments as We deem appropriate.

APPENDIX 4: NETWORK SPECIFICATIONS

1. SSE Obligations

Supply Temperature: We will provide a supply of Heat Energy up to Our HIU for use by the occupant. Heating supply to the Property is to have a minimum hourly mean supply temperature of 60°C. Temperature of the Energy will not have an impact on the kWh supplied.

2. Your Obligations

- 2.1 Maximum return temperature: Return temperatures to the Network from the HIU at Your property should be no greater than 53°C. If the return temperatures are regularly recorded at a higher temperature, then there could be a fault that is causing inefficiencies in the Network. If this is the case We may send an engineer to service the Equipment at Your property.
- 2.2 Minimum return pressure: We expect the integrity of Your system to be such that network system pressures are not compromised as per clause 7.1 of this Agreement. If there is sustained evidence for the system pressure being compromised, then there could be a fault (e.g. a leak) that is causing inefficiencies in the Network. If this is the case We may send an engineer to service the Equipment at Your property.