

General terms and conditions for the supply of fixed line telephone service

For the supply of fixed line telephone service by SSE Energy Supply Limited (trading as "Scottish Hydro", "Southern Electric", "Atlantic", "SSE" or "SWALEC") to domestic customers.

1. Definitions and Explanation

1.1 Please refer to this section for our definitions and explanations of terms used throughout this document. "Address": the address(es) you want your Telecoms supplied to; "Agreement": the application you've either signed, agreed on the telephone or completed online; these terms and conditions as updated from time to time and published on our website(s); and any list of current charges and any package specific terms; "Charges": charges for the supply of Telecoms as detailed in the list of current charges as amended from time to time; "Contract Period": the minimum period of time for which you agreed to take Telecoms from us (as applicable to your specific contract package) commencing on the date you entered into this Agreement; "Network Operator": means the operator(s) of the telecommunications system that is used to provide Telecoms; "OFCOM" means the Office of Communications (or any other competent successor body or authority); "our": belonging to SSE Energy Supply Limited; "Start Date": means the date(s) that we tell you (in advance) that the supply of Telecoms will start or as soon as possible thereafter; "Telecoms": the service where calls (including voice, and/or fax and/or text) from your Address are routed to and/or from your local exchange over the telecommunications system(s) and the provision of a fixed line including access to emergency services and caller location information all as provided by our Network Operator; "we" and "us": SSE Energy Supply Limited and/or our permitted successors and assignees; "Website" means www.southern-electric.co.uk, www.hydro.co.uk, www.swalec.co.uk, www.sse.co.uk, www.atlanticceg.co.uk (as appropriate); "you": you, the customer with whom we've entered into this Agreement (includes other users at the Address.)

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

2. Telecoms

2.1 We'll supply Telecoms from the Start Date until termination if:

(a) an access line which is a British Telecommunications plc (Openreach) provided exchange line in the UK is in place at the Address; and

(b) we agree to accept you as a customer for Telecoms.

2.2 We shall exercise the reasonable skill and care of a competent telecommunications service provider and shall use reasonable endeavours to provide uninterrupted Telecoms.

2.3 Whilst we provide Telecoms to you, you authorise us to act on your behalf and appoint us as your agent in all dealings with any Network Operator or service provider (as applicable) in connection with such Telecoms.

2.4 If you entered into this Agreement for a Telecoms package with a Contract Period subject always to clause 9, the Agreement will last for the Contract Period and a further Contract Period each time you renew your Agreement with us. If you don't renew your Agreement, the Agreement will continue until either of us terminates in accordance with clause 9.

3. Change of Supplier

3.1 If we take over the supply of Telecoms you:

(a) authorise us to cancel your existing agreement(s) with your present supplier on your behalf; and

(b) allow us to ask for information about your previous supply and disclose this information to relevant parties in order to carry out our responsibilities.

3.2 You may have existing contracts for telecommunications services (i.e. line rental, or calls) with other service providers which have minimum notice periods in them. You're responsible for checking any such contracts and for paying any ongoing or termination charges you

may have to pay your other service providers.

These will be in addition to our charges.

4. Price and Payment

4.1 We'll normally send you bills and/or statements on a monthly or quarterly basis (depending on which option you have chosen) which will separately identify the Charges payable. For your information, we will send your first bill around 30 days after you entered into this Agreement regardless of your billing frequency. You must pay these Charges in full and part payment won't release you from your obligation.

4.2 If any payments are late we may charge you (i) interest at the rate of 4% per annum above the current Bank of England base rate and (ii) reasonable costs of trying to recover overdue payments.

4.3 If you choose to dispute any amount then you must pay the undisputed amount, and once the dispute is settled, pay any amount that is still owed.

4.4 If you don't provide or you withdraw a direct debit instruction we may alter your Charges accordingly.

4.5 If you make an appointment with us and cannot keep it, you must let us know by midday the day before, or we may charge you for the appointment.

4.6 If you change your frequency of bills and/or statements option you will receive a final bill up to the date that you've told us about the change and a new billing period will start for your new billing frequency option the day after.

4.7 If we suspend, disconnect or reconnect (except in terms of 19.1) the Telecoms we may make a reasonable charge.

4.8 We may vary the Charges and any other charges referred to in this Agreement at any time, subject to clause 12.

5. Security Deposit/ Credit Threshold for Telecoms

5.1 We may apply a credit threshold to your account(s) for each billing period. If you exceed this limit we may ask for immediate payment and/or suspend Telecoms. You'll still be liable for all Charges.

5.2 We may request a security deposit from you if (a) you don't meet our credit criteria;

(b) due to your conduct; or

(c) you fail to pay Charges due.

If you don't provide the security deposit requested we may suspend Telecoms and recover any costs reasonably incurred.

5.3 In addition to any rights we may have under this Agreement, any security deposit held may be used to offset any unpaid monies due to us.

5.4 Any security deposit held (together with any applicable interest) may be refunded at our reasonable discretion.

6. Telecoms Faults

6.1 Unfortunately we're unable to guarantee that the Telecoms will be without faults or interruptions, timely or secure and therefore we have no liability if they occur.

6.2 If you experience a problem or suspect a fault, you should contact the relevant customer services department (contact numbers are printed on your bill).

7. Use of Telecoms

7.1 You will not use Telecoms:

(a) for any improper, immoral or unlawful purpose; or

(b) to send a communication which is, or is intended to be, a hoax call to the Emergency Services or which is defamatory, offensive, abusive, obscene or menacing; or

(c) to violate or infringe any rights of, or to cause inconvenience or anxiety to, any other person; or (d) in any such way which may damage or affect the operation or quality of Telecoms or any telecommunications system (whether belonging to our Network Operator or otherwise); or (e) fraudulently or illegally.

7.2 You're responsible for use of Telecoms by any other users.

7.3 You agree that you will not willfully, recklessly or negligently, damage or attempt to repair or interfere with your telephone line or other equipment that is required to enable you to receive Telecoms from us.

7.4 You agree that you will not use or improperly deal with Telecoms or (if applicable) any equipment so as to create a risk to health and safety or damage to property in respect of yourself or any other person.

7.5 If you breach any term of this Clause 7, you'll be liable for all liabilities, claims, damages, losses and costs we suffer as a result of your breach. This is regardless of the terms of Clause 14.

8. Telecoms Suspension

8.1 We can suspend Telecoms:

(a) if you're in breach of any term of this Agreement; or

(b) if we're entitled to terminate this Agreement; or

(c) if we or our Network Operator are required to do so by any regulatory or legal requirement, the Government, OFCOM, any emergency service or any other competent body or authority; or

(d) for operational reasons, such as maintenance or an emergency; or

(e) if the use of Telecoms is unusual (for example, the number and/or type of calls has changed significantly); or

(f) if we're requested to do so by you and we, at our discretion, agree to such request; or

(g) if we or our Network Operator are subject to an event beyond our reasonable control; or

(h) under any other provisions contained within this Agreement entitling us to do so.

8.2 If we suspend Telecoms you can still make calls to the emergency services (999).

9. Termination

9.1 The supply of Telecoms to the Address will be terminated:

a) on the date that fixed line telephone services are supplied to the Address by another Telecoms provider; or

b) on the date ten working days after you've given us notice (by letter, fax, email or telephone); or c) on the date you no longer own or occupy the Address, provided you give us at least 10 working days' prior notice (by letter, fax, email or telephone).

9.2 You'll remain liable for all monies due under this Agreement until the date of termination.

9.3(a) We may end this Agreement (in whole or in part) by written notice if:

(i) you're in material breach of this Agreement; or (ii) you haven't paid a security deposit when requested; or

(iii) we give you 28 days' notice of our intention to terminate this Agreement; or

(iv) you fail a credit or fraud prevention check or we've good reason to suspect fraud or money laundering; or

(v) we've good reason to believe that information you've given us is false or misleading; or

(vi) you're the subject of insolvency or bankruptcy proceedings; or

(vii) we're unable to provide Telecoms for more than 28 days for whatever reason; or

(viii) you've not used Telecoms for a period of twelve months; or

(ix) our agreement with our Network Operator is terminated.

(b) If we end this Agreement pursuant to clause 9.3(a) (i), (ii), (iii), (iv), (v), (vi) or (viii) inclusive above we'll recover our reasonable charges incurred in discontinuing the Telecoms.

9.4 If you've signed up to a contract package for a minimum Contract Period and you terminate this Agreement before the end of the Contract Period cancellation charges will apply. The applicable charges are set out in our current list of Charges. You will not incur cancellation charges for changing your Telecoms package with us as long as you remain on a relevant contract package for the Contract Period.

9.5 This Agreement may terminate (in whole or in part) with immediate effect if we or our Network Operator are directed by OFCOM to cease the provision of Telecoms (or any part of Telecoms).

9.6 If either we or you fail to fulfil any obligations under this Agreement (other than payment obligations) because of an event or circumstance outside its reasonable control, that failure will not be a breach of this Agreement for the duration of that event or circumstance. In relation to Telecoms this includes events or circumstances outside the

reasonable control of our Network Operator or any third party providing a service to us or our Network Operator.

9.7 The termination of this Agreement will not affect the rights and obligations of either party existing before such termination.

10. Transfer of Information/Charges

You agree that we may transfer any information in connection with your Telecoms:

- (a) from a previous supplier to us; and
- (b) by us to a subsequent supplier.

11. Assignment

11.1 This Agreement is personal to you and you may only transfer it to someone else with our written agreement.

11.2 We may, without your agreement, assign or transfer all or any part of our rights and subcontract any of our obligations under this Agreement to a party who holds the necessary authorisation(s). Your rights under Clause 9.1 (a) won't be affected.

11.3 On assignment or transfer, we may hand over your security deposit and any interest to the party mentioned in Clause 11.2.

12. Variation

12.1 We can vary the terms and conditions for the supply of Telecoms (including price) in this Agreement. If we vary the terms or conditions for Telecoms to your significant disadvantage, we'll publicise notice of the variation prior to it taking effect. If, within 28 days of our publicising notice of the variation, you notify us that you no longer wish Telecoms to be provided in accordance with Clause 9.1, then such variation shall not be effective in respect of this Agreement and no cancellation charges will apply.

12.2 We may need to vary the terms and conditions to meet legal and regulatory requirements.

12.3 We may need to vary the Charges from time to time if there is a change to the applicable rate of value added tax (VAT) on the Telecoms or the imposition by the government or any applicable regulatory body of additional or alternative taxes or charges by statute, regulatory authority regulations or guidelines or otherwise. If the Charges are varied by virtue of this clause 12.3, the VAT or alternative tax element will be clearly shown on your bill.

13. Enforcement of Rights

13.1 We can enforce any rights and obligations under this Agreement even if there is a delay in doing so.

13.2 If this Agreement is found to be unenforceable in whole or in part by any court of law or other regulatory or competent body, this will not affect any other part of this Agreement.

14. Limitation of Liability

14.1 We don't limit or exclude liability for death or personal injury caused by our negligent acts or omissions.

14.2 We'll only be liable for loss or damage which is a reasonably foreseeable consequence of our breach of this Agreement up to a maximum liability of £100,000 in any calendar year. Neither you nor we will be liable to the other for any loss or damage which is indirect, consequential, economic or financial including loss of profit, revenue, goodwill, business, contract or wasted expenses.

14.3 Although certain signals, such as your security alarm signals, can be carried across the telecommunications system, for the avoidance of doubt, we are not responsible for lack of service or failure to deliver any signal due to:

- (a) your use of Telecoms;
- (b) the telephone line being unavailable;
- (c) suspension of your account under Clause 8;
- (d) failure arising from any misuse of the phone line or telephone equipment; or
- (e) for reasons outside our control (including without limitation disruption due to technical failure or testing and/or maintenance being carried out by our Network Operator).

15. Notices

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

16. Further information for Telecoms

16.1 Full copies of our codes of practice for Telecoms are available on our Website or by calling customer services.

16.2 Latest Charges for Telecoms are detailed on charges lists available on our Website or by calling customer services.

16.3 If any dispute arises about the provision of Telecoms, we will try to work through it with you. However if we cannot resolve the dispute, details of our complaint handling process including the availability of our independent dispute resolution service, are set out in our customer complaints code. This is available on our Website or by contacting customer services, who can send out a copy of the code, if requested.

17. Use of Personal Information

17.1 Information you provide or we hold may be used by us, our employees and/or our agents, including companies within the SSE group to help:

- (a) identify you when you call;
- (b) detection and prevention of crime, fraud or loss; and
- (c) administration of accounts, services and products.

17.2 By entering into this Agreement you are permitting us and companies within the SSE Group to contact you in writing or by phone with information on our other products and services (unless you have specified otherwise). The consent level in your latest agreement with us will prevail. You may withdraw this permission at any time by writing to us at PO Box 7506, Perth, PH1 3AQ.

17.3 Information can be shared between us and third parties (including our Network Operator) who provide and/or receive services in relation to this Agreement in order to fulfil our obligations.

17.4 We may use information about your use of Telecoms in order to advise you of services and products and/or discounts which may be available.

17.5 We may carry out credit and fraud prevention checks with licensed credit reference and fraud prevention agencies and they'll retain a copy of the search. Information from your application and payment details of your account may be recorded by these agencies and may be shared with other organisations to help make credit and insurance decisions about you and members of your household and for debt collection and fraud prevention purposes.

17.6 We may monitor or record telephone calls, to help improve our customer service, for security purposes, for administering your account and debt recovery purposes.

18. Governing Law

18.1 If the Address is in Scotland this Agreement shall be governed by Scots Law. Any disputes arising shall be dealt with by the Scottish Courts.

18.2 If the Address is in England or Wales this Agreement shall be governed by the Laws of England and Wales. Any disputes arising shall be dealt with by the English Courts.

19. Emergencies and Safety in relation to Telecoms

19.1 In the event that you suspect or are aware of any matter or incident that either causes danger or requires urgent attention in relation to Telecoms or affects or is likely to affect the maintenance of the security, availability and quality of Telecoms then you must immediately notify us by contacting us at the telephone number detailed on your latest account and/or statement.