

# Seeboard Former Tariff Customer scheme



## WHEREAS:

(A) At the date on which this Scheme is made, SEEBOARD plc supplies electricity on Tariff pursuant to sections 16 to 21, 23 and 24 of the Electricity Act 1989;

(B) The Secretary of State intends to bring into effect provisions of the Utilities Act 2000 under which the supply of electricity on Tariff Terms will cease;

(C) The Secretary of State has made a licensing scheme in accordance with the Utilities Act 2000 under which the licence held by SEEBOARD plc pursuant to section 6(1)(c) of the Electricity Act 1989 shall have effect as if it were a Supply Licence granted to SEEBOARD Energy Limited;

(D) The Utilities Act 2000 provides for customers supplied on Tariff Terms by SEEBOARD plc to be deemed to have contracted with SEEBOARD Energy Limited for the supply of electricity;

(E) A purpose of the Utilities Act 2000 is to secure the legal continuity of electricity supply for those customers - SEEBOARD plc, pursuant to and in accordance with paragraph 23 of Schedule 7 to the Utilities Act 2000, and with the approval of the Authority, HEREBY MAKES A SCHEME AS FOLLOWS.

## Part I. General Provisions of the Scheme

### 1. Commencement, Scope, and Application

- 1.1 This Scheme comes into effect on the Commencement Date and applies to each customer who is, on the date which falls immediately before the Commencement Date, supplied with electricity by SEEBOARD plc on Tariff Terms.
- 1.2 This Scheme shall be governed by the law of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction in relation to the Scheme.

### 2. Deemed Contract

- 2.1 With effect on and from the Commencement Date, each Customer shall be deemed to have contracted with SEEBOARD Energy Limited for a supply of electricity at the Relevant Premises in accordance with the Terms and Conditions.
- 2.2 Subject to paragraph 2.3, SEEBOARD Energy Limited may terminate all the Deemed Contracts, or any Deemed Contracts relating to a particular class of Customer, by giving to all of the affected Customers a notice which specifies:
  - (a) the date on which the Deemed Contracts will terminate (being at least 30 days after the date on which the notice is given);
  - (b) that upon the termination of the Deemed Contracts, each Customer may continue to obtain a supply of electricity from SEEBOARD Energy Limited under a new contract on terms no less favourable than those being offered by it to other comparable customers; and
  - (c) that if no new contract is agreed between SEEBOARD Energy Limited and a Customer, then any supply of electricity which that Customer continues to take will be on the terms of a contract deemed to arise by virtue of paragraph 3 of Schedule 6 to the Electricity Act 1989 (as amended by the Utilities Act 2000).
- 2.3 Notice under paragraph 2.2 may not be given by SEEBOARD Energy Limited before the date which is six months after the

Commencement Date or such earlier date as the Authority may agree.

- 2.4 No collateral agreement between the Parties shall have the effect of varying any of the Terms and Conditions unless:
  - (a) it is expressly contemplated in the Terms and Conditions; and
  - (b) it is in the form of a written document signed by a duly authorised representative of SEEBOARD Energy Limited.
- 2.5 Nothing in this Scheme:
  - (a) is intended to qualify, limit, or exclude any rights to which either Party is entitled by virtue of any provision of an enactment or of the Supply Licence held by SEEBOARD Energy Limited, or shall be treated as having any such effect; or
  - (b) is intended to go beyond or be incompatible with the purposes for which this Scheme may be made, or shall be treated as doing so.

### 3. Transitional Provisions

- 3.1 Paragraphs 3.2 to 3.7 shall have effect for making consequential and transitional provision in relation to Charges and Security Deposits.
- 3.2 Any sums of money owed by a Customer to SEEBOARD plc in respect of Charges incurred before the Commencement Date shall be treated on and after that date as owing to SEEBOARD Energy Limited.
- 3.3 Any Bill issued by SEEBOARD Energy Limited on or after Commencement Date may require payment of the sums referred to at paragraph 3.2 (whether or not a Bill in respect of them was previously issued by SEEBOARD plc) as if they were Charges arising under the Deemed Contract with SEEBOARD Energy Limited.
- 3.4 Any payment to SEEBOARD Energy Limited on or after Commencement Date of the sums referred to at paragraph 3.2 shall be treated as satisfaction by the Customer of the debt owed to SEEBOARD plc.
- 3.5 SEEBOARD Energy Limited shall be entitled to retain for its own benefit - to the extent necessary to meet Charges owed, or treated under this Scheme as owed, to it by a Customer - any payment made by that Customer (whether to it or to SEEBOARD plc) on or after the Commencement Date.
- 3.6 Any sums of money held by SEEBOARD plc before the Commencement Date, to the credit of a Customer's account with SEEBOARD plc, for a supply of electricity on Tariff Terms, shall on and after that date be treated as held by SEEBOARD Energy Limited to the credit of that Customer's account for a supply of electricity under the Deemed Contract.
- 3.7 Any sums of money held by SEEBOARD plc before the Commencement Date by way of a Security Deposit in respect of a Customer shall, on and after that date, be held by SEEBOARD Energy Limited in respect of that Customer and in accordance with the Terms and Conditions.

### 4. Definitions and Interpretation

- 4.1 In this Scheme, unless the contrary intention appears:

**"Authorised Area"** means the area defined within the SEEBOARD plc Public Electricity Supply Licence on the date which falls immediately before the Commencement Date.

**"Authority"** means the Gas and Electricity Markets Authority established under section 1 of the Utilities Act 2000.

**“Bill”** means a bill in respect of Charges for electricity supplied by SEEBOARD Energy Limited or (where appropriate) by SEEBOARD plc, and includes any demand, invoice, statement of account or other similar instrument by which a Customer is required to pay such Charges.

**“Commencement Date”** means the date on which section 45 of the Utilities Act 2000 is brought into force.

**“Charges”** means charges due in respect of the supply of electricity to a Customer at premises, and includes charges which, immediately prior to Commencement Date, are recoverable from him for the provision of any electricity meter, electric line, or electrical plant.

**“Customer”** means a customer to whom this Scheme applies, as defined at paragraph 1.1.

**“Deemed Contract”** means a contract deemed to be made between SEEBOARD Energy Limited and a Customer by virtue of paragraph 23(2) of Schedule 7 to the Utilities Act 2000.

**“Distribution Licence”** means any licence

**“Distribution Licence”** means any licence granted to SEEBOARD Power Networks plc under section 6(1)(c) of the Electricity Act 1989 (as amended by the Utilities Act 2000), or treated as being so granted by virtue of the provisions of Part II of Schedule 7 to the Utilities Act 2000.

**“Domestic Customer”** means a Customer supplied at premises which are domestic premises (as defined from time to time in the standard conditions of the Supply Licence).

**“Economic Loss”** means any loss of profits, revenues, interest, business goodwill, or commercial, market, or economic opportunity, whether direct or indirect, and whether or not foreseeable.

**“SEEBOARD Energy Limited”** means SEEBOARD Energy Limited its successors and assigns.

**“SEEBOARD Power Networks plc”** means SEEBOARD Power Networks plc, its successors and assigns.

**“non-Domestic Customer”** means a Customer who is not a Domestic Customer.

**“Parties”** means SEEBOARD Energy Limited and the Customer, and **“Party”** shall be construed accordingly.

**“Relevant Premises”** means, in relation to any Customer, the premises at which that Customer is supplied with electricity.

**“Scheme”** means the scheme made pursuant to paragraph 23 of Schedule 7 to the Utilities Act 2000, as set out fully at Parts I to IV of this document.

**“Security Deposit”** means a payment made by a Customer to be held as security in respect of charges for the supply of electricity.

**“Supply Licence”** means any licence granted to SEEBOARD Energy Limited under section 6(1)(d) of the Electricity Act 1989 (as amended by the Utilities Act 2000), or treated as being so granted by virtue of the provisions of Part II of Schedule 7 to the Utilities Act 2000.

**“Tariff Terms”** means a statutory arrangement for the supply of electricity arising under section 16 of the Electricity Act 1989 on prices determined under section 18 of that Act (in each case, prior to any amendment or repeal of such section on or after the Commencement Date).

**“Terms and Conditions”** means the terms and conditions set out at Part II and the scheduled price rates and associated provisions set out at Part III of this Scheme.

**4.2** Unless the contrary intention appears, words or expressions used in this Scheme:

(a) which are also used in the Electricity Act 1989 or the Utilities Act 2000 shall have the same meaning as is given in the relevant Act; and

(b) shall be construed as if they were words or expressions in an Act of Parliament to which the provisions of the Interpretation Act 1978 apply.

**4.3** References in this Scheme to “he”, “his”, and “him” in relation to a Customer shall be treated, where the Customer is not a private individual, as including references to “it” and “its” as appropriate.

**4.4** Unless the contrary intention appears, references in this Scheme to a numbered paragraph shall be read as a reference to the paragraph which bears that number within the Part of this Scheme in which the reference Seeboard Former Tariff Customer Scheme Terms and Conditions 2 appears, and a reference to a numbered Part shall be to the part of this Scheme which bears that number.

## Part II. Terms and Conditions of each Deemed Contract

### 1. General Obligations

**1.1** Until the Deemed Contract expires or is terminated, SEEBOARD Energy Limited shall supply the Customer with electricity at the Relevant Premises.

**1.2** The Customer shall pay Charges in respect of the supply of electricity in accordance with the provisions of paragraphs 2.1 to 2.7.

**1.3** The Deemed Contract will continue in effect until whichever of the following first occurs:

(a) a contract between SEEBOARD Energy Limited and the Customer for the supply of electricity to the Relevant Premises comes into effect;

(b) the Relevant Premises are cut off because the Customer has ceased to require a supply of electricity;

(c) the Deemed Contract is validly terminated by SEEBOARD Energy Limited in accordance with paragraph 2.2 of Part I;

(d) the Deemed Contract is validly terminated by either Party in accordance with any provision of paragraphs 6.1 to 6.4; or

(e) it is unreasonable in all the circumstances for SEEBOARD Energy Limited to be required to continue to supply the Customer with electricity.

### 2. Charges and Payment

**2.1** The Customer shall, from the Commencement Date, pay to SEEBOARD Energy Limited the Charges determined in accordance with the provisions of Part III.

**2.2** The Customer shall pay the Charges in accordance with the payment method, being a method available under the provisions of Part IV, used by the Customer immediately prior to the Commencement Date.

**2.3** SEEBOARD Energy Limited shall (where applicable) send to the Customer a Bill or statement of account, as appropriate to the Charges and method of payment applying to the Customer,

at such intervals as are determined in accordance with the provisions of Part III.

- 2.4 SEEBOARD Energy Limited may issue any Bill on the basis of its own meter reading, of a meter reading taken by or for the Customer, or of a reasonable estimate of electricity consumption by the Customer during the period to which the Bill relates.
- 2.5 Bills issued by SEEBOARD Energy Limited to the Customer, including Bills based on estimated consumption, shall become due and owing as soon as they are issued.
- 2.6 Where SEEBOARD Energy Limited has issued a Bill based on an estimate of the Customer's consumption, it shall correct any under-estimate or overestimate in the next Bill based on an actual meter reading.
- 2.7 The Customer shall be obliged to pay the Charges until the Deemed Contract is terminated in accordance with the Terms and Conditions, but shall not be liable to pay any Charges relating to the consumption of electricity which have been paid by the Customer's successor in ownership or occupation of the Relevant Premises.
- 2.8 We have the right to ask you for, and you must pay, any reasonable expenses we incur in obtaining the money you owe us under this contract, including costs associated with disconnecting, reconnecting or replacing a meter (or both)

### 3. Security Deposits

- 3.1 SEEBOARD Energy Limited may at any time require a reasonable Security Deposit from a non-Domestic Customer.
- 3.2 SEEBOARD Energy Limited may at any time require a Security Deposit from a Domestic Customer, unless:
  - (a) the Customer is prepared to be supplied through a prepayment meter and it is reasonably practicable in all the circumstances (including in particular the risk of loss or damage) for SEEBOARD Energy Limited to provide such a meter; or
  - (b) it is unreasonable in all the circumstances to do so.
- 3.3 SEEBOARD Energy Limited shall be entitled to set off a Security Deposit, and any interest accrued on it, against Charges:
  - (a) which are due and owing to it by the Customer who gave the Deposit; and
  - (b) remain unpaid by that Customer 28 days after a Bill was sent to him which included the Charges.

### 4. Meters and Metering

- 4.1 Except where paragraph 4.5 applies, any meter installed on the Relevant Premises shall be made available to the Customer by SEEBOARD Energy Limited (whether or not the meter is owned by it) in consideration of the payment by the Customer of the Charges.
- 4.2 The Customer shall exercise all due and reasonable care to ensure that any meter made available to him by SEEBOARD Energy Limited is kept free from damage and interference.
- 4.3 The Customer shall indemnify SEEBOARD Energy Limited against the reasonable costs of replacing or repairing any meter which has been damaged or interfered with as a result of any act or omission of the Customer in contravention of paragraph 4.2.
- 4.4 SEEBOARD Energy Limited, and any person duly authorised by it, shall have access to the Relevant Premises at all reasonable

times for the purposes of reading, inspecting, installing, repairing, recalibrating, or replacing any meter at the premises.

- 4.5 The Customer may arrange for any meter at the Relevant Premises to be provided by himself or by any other person, in so far as he obtains the consent of SEEBOARD Energy Limited and agrees to such reasonable additional terms in relation to the provision of the meter as SEEBOARD Energy Limited may propose.
- 4.6 Where the Customer is a non-Domestic Customer, he may arrange for any meter at the Relevant Premises to be read or operated by any other person, provided that he:
  - (a) obtains the consent of SEEBOARD Energy Limited;
  - (b) agrees to such reasonable additional terms, and enters into (and procures that the other person enters into) any such reasonable additional agreements, as SEEBOARD Energy Limited may propose; and
  - (c) indemnifies SEEBOARD Energy Limited against any loss or damage suffered by it in consequence of an act or omission of that person.

### 5. Variation

- 5.1 Subject to paragraph 8.6 and paragraph 5.3 below, SEEBOARD Energy Limited may vary any of the Terms and Conditions, subject only to any consent of the Authority that may be required under the provisions of the Supply Licence, by a document which refers to this paragraph and is signed by a duly authorised representative of SEEBOARD Energy Limited.
- 5.2 Where SEEBOARD Energy Limited varies any of the Terms or Conditions in relation to Part III, it shall publish notice of the variation in such a manner as in its opinion will secure adequate publicity for it provided that, in relation to any variations to the Terms and Conditions of Domestic Customers which will take effect prior to the 31st January 2002 (the "Derogation Expiry Date"), SEEBOARD Energy shall publish a full page notice in every major local and regional newspaper circulating in the Authorised Area at least 21 days prior to the date when the relevant variation will take effect. Such notice shall identify the significant elements of the variation and include a reminder of the right of Domestic Customers to seek to obtain a supply of electricity from an alternative authorised electricity supplier.
- 5.3 With effect from the Derogation Expiry Date, any variation to the Terms and Conditions made by SEEBOARD Energy Limited pursuant to Clause 5.1 which increases the charges for the supply of electricity to Domestic Customers or otherwise varies any of the Terms and Conditions to the significant disadvantage of the Domestic Customer shall, in addition to the provisions of paragraph 5.1, be subject to the provisions of standard condition 44(6) of the Supply Licence.

### 6. Termination

- 6.1 Where the Customer ceases to own or occupy the Relevant Premises, the Deemed Contract will terminate on the first in time of:
  - (a) where the Customer has given to SEEBOARD Energy Limited at least two working days' notice before quitting the premises, the date on which the Customer quits the premises;
  - (b) the second working day after the Customer gives notice to SEEBOARD Energy Limited;
  - (c) the date on which the meter is next due to be read; and

(d) the date on which any subsequent owner or occupier begins to take a supply of electricity at the premises under a contract with any electricity supplier

**6.2** The Deemed Contract shall terminate immediately when the Customer commences to take a supply of electricity at the Relevant Premises under a contract with any authorised electricity supplier other than SEEBOARD Energy Limited..

**6.3** Where the Customer is a non-Domestic Customer, and is in material breach of any of the Terms and Conditions:  
(a) SEEBOARD Energy Limited may give 14 days' written notice to the Customer of its intention to terminate the Deemed Contract; and

(b) the Deemed Contract shall terminate on the expiry of the notice period unless the Customer.

**6.4** Where the Customer is a non-Domestic Customer, London Energy Company may terminate the Deemed Contract immediately on written notice to the Customer, if:

- (a) the Customer becomes subject to an order for his winding-up (except for the purpose of any bona fide solvent reconstruction or amalgamation);
- (b) an administrator or a receiver is appointed in respect of the whole or part of the Customer's business;
- (c) the Customer makes or offers to make any composition with his creditors; or
- (d) the Customer is declared bankrupt or insolvent by a court of competent jurisdiction.

## **7. Liability**

**7.1** London Energy Company shall not be obliged to supply electricity to the Relevant Premises at any time when it is unable to do so because of circumstances beyond its reasonable control, including (without limitation):

- (a) the failure of any electric lines, plant, or apparatus which are not owned or operated by London Energy Company ;
- (b) any default by the Customer which results in any necessary agreement for the connection of the premises to an electricity distribution system ceasing to continue in full force and effect;
- (c) the premises being cut off by an electricity distributor (other than through the fault of London Energy Company); and
- (d) the fault of the Customer.

**7.2** SEEBOARD Energy Limited shall not be obliged to supply electricity:

- (a) free of qualitative problems, including, without limitation, transient fluctuations in voltage; or
- (b) In quantities which are beyond the capacity of the Customer's connection at the Relevant Premises to an electricity distribution system.

**7.3** SEEBOARD Energy Limited shall not be obliged to supply electricity to the Relevant Premises at any time when it has cut off the premises, and they remain cut off, in the valid exercise of any statutory power or in accordance with any code or agreement with which it is obliged by the Supply Licence to comply.

**7.4** SEEBOARD Energy Limited shall not in any circumstances be liable to Terms and Conditions 3 the Customer for any loss or damage which amounts to, or arises from, Economic Loss resulting from negligence (whether arising under this Deemed Contract or otherwise) by SEEBOARD Energy Limited in respect of the supply of electricity.

**7.5** For the avoidance of doubt, no provision in these Terms and Conditions is intended to:

- (a) restrict or limit the liability of SEEBOARD Energy Limited or of SEEBOARD Power Networks plc for death or personal injury resulting from the negligence of either of them, their servants or agents; or
- (b) affect the statutory rights of any Customer who takes a supply of electricity at premises otherwise than in the course of a business, and these Terms and Conditions shall be construed accordingly.

**7.6** In particular, but without prejudice to the generality of paragraph 7.5, nothing in these Terms and Conditions is intended to restrict or limit liability:

- (a) for breach of Part I of the Consumer Protection Act 1987; or
- (b) for breach of an implied warranty (if any) under the Supply of Goods and Services Act 1982.

## **8. Connection Provisions**

**8.1** This paragraph 8 applies in respect of each connection of the Relevant Premises to the distribution system (as defined from time to time in the standard conditions of the Distribution Licence held by SEEBOARD Power Networks plc) through which electricity is conveyed to such Premises.

**8.2** SEEBOARD Power Networks plc will maintain, and may interrupt, and shall be entitled to cut off the supply of electricity to, any such connection as is mentioned in paragraph 8.1 in accordance with and subject to the provisions of the Electricity Act 1989 and any other legal requirements or rights that apply from time to time (including those arising under any code or agreement with which SEEBOARD Power Networks plc is obliged by its Distribution Licence to comply).

**8.3** Subject to any contrary written agreement subsisting between SEEBOARD Power Networks plc and the Customer, SEEBOARD Power Networks plc shall not be liable to the Customer under this Deemed Contract or otherwise for any loss or damage to the Customer which:

- (a) is beyond the reasonable control of SEEBOARD Power Networks plc; or
- (b) is consequential or indirect, or arises from or amounts to Economic Loss.

**8.4** Where the Customer is a non-Domestic Customer, and subject to any contrary written agreement that he may have with SEEBOARD Power Networks plc, the liability of SEEBOARD Power Networks plc to that Customer under this Deemed Contract or otherwise shall be limited to a maximum sum of £100,000 in respect of all claims arising in any calendar year.

**8.5** Paragraphs 8.3 and 8.4 shall apply regardless of the termination of this Deemed Contract.

**8.6** SEEBOARD Power Networks plc is entitled to enforce the provisions of this paragraph 8 by virtue of the Contracts (Rights of Third Parties) Act 1999, and such provisions may not be varied without the prior written consent of SEEBOARD Power Networks plc.

## **9. Miscellaneous**

**9.1** These Terms and Conditions shall be read, interpreted, and have effect in accordance with the provisions of Part I of the Scheme.

**9.2** Where any provision of these Terms and Conditions is held to be unlawful or unenforceable under any enactment, or by any

court of competent jurisdiction, such provision shall be deemed not to be part of these Terms and Conditions to such extent as is necessary for the enforceability of the remainder of the Terms and Conditions to be unaffected.

- 9.3 No failure or delay on the part of SEEBOARD Energy Limited in enforcing any of its rights under these Terms and Conditions shall be treated as a waiver of those rights, unless they are also expressly waived in writing by a duly authorised representative of SEEBOARD Energy Limited.
- 9.4 The termination of the Deemed Contract shall not affect any rights or liabilities accrued under these Terms and Conditions, and they shall remain enforceable after the termination as if the Deemed Contract were still in force.
- 9.5 The Customer may not assign any of his rights or liabilities under the Deemed Contract without the written consent of SEEBOARD Energy Limited.
- 9.6 Subject to paragraph 9.7, SEEBOARD Energy Limited may assign its rights and liabilities under the Deemed Contract, to the extent permitted by law, to any authorised electricity supplier.
- 9.7 Where the Charges under the Deemed Contract are in any way controlled or limited by the provisions of any special condition incorporated into Part IV of the Supply Licence held by SEEBOARD Energy Limited, SEEBOARD Energy Limited may not assign the Deemed Contract without the prior consent of the Authority.

## 10. Notices

- 10.1 The Customer may serve any notice or request on SEEBOARD Energy Limited by delivering it by hand, post or fax to the address of SEEBOARD Energy Limited shown on his last Bill.
- 10.2 SEEBOARD Energy Limited may serve any notice or request on the Customer by delivering it to him in person, or by hand, post, or fax (where available) to the Relevant Premises.
- 10.3 In the absence of contrary evidence, any notice or request shall be deemed to be Served:
  - (a) where it is delivered personally or by hand, at the time of delivery;
  - (b) where it is sent by post, 48 hours after posting; and
  - (c) where it is sent by fax, at the beginning of the first working day after the day of transmission.

## Part III. Terms and Conditions Applying to Certain Tariff Types

### General Provisions Applying to this Part III

1. Customers supplied pursuant to this Scheme will be supplied at the Deemed Contract tariffs indicated in Part IV of this Scheme for the corresponding tariff type on which they were being supplied immediately before the Commencement Date.
2. All tariffs are subject to suitable metering arrangements having been made. If at any time the metering equipment fails to register correctly or has for any reason not been read on behalf of SEEBOARD Energy Limited, at the relevant time, the amount of electricity consumed in the period concerned will be estimated having regard to previous or subsequent registrations.
3. Where the relevant metering equipment comprises of multi-rate kilowatt hour meters, each of the registers on these meters shall be used for ascertaining the number of Units supplied

between the hours specified for each tariff. If at any time the meter fails to register correctly the number of Units supplied in any period concerned between the hours specified as aforesaid the number of Units supplied in that period and at other times shall be estimated by SEEBOARD Energy Limited by reference to previous or subsequent registrations.

4. Where the relevant metering equipment comprises of a key or token operated payment meter the Customer shall be responsible for obtaining/ purchasing tokens or credit on to the key and shall pay to SEEBOARD Energy Limited on demand any account by which the sum payable for the supply in accordance with that appropriate electricity tariffs exceeds the sum of the payments made to purchase tokens or credit on to the key. The Customer shall be responsible for the safe keeping of the key or unused tokens and SEEBOARD Energy Limited will not be liable for any loss of or damage to the key or unused tokens unless due to negligence by SEEBOARD Energy Limited. The Customer shall be liable for the cost of replacing the key or unused tokens.
5. SEEBOARD Energy Limited reserves the right to change prices listed in Part IV by applying an indexation factor to the quoted prices if the price of electricity SEEBOARD Energy Limited buys changes as a result of factors beyond SEEBOARD Energy Limited's control. All taxes or levies will be passed through to the Customer.

In addition to the above, the following Special Conditions apply to the tariff types set out in Part IV.

### General

#### Standing Charges

Where a tariff includes a standing charge, the standing charge will be made in respect of each electricity service provided and will be made and applied on a daily basis between one Bill and the next.

### Domestic

#### General

These tariffs are only available for a supply of electricity to a Domestic Customer. Preserved tariffs are only available where electricity is already being continuously supplied at that particular rate immediately before the Commencement Date. A Customer may apply to change from the Economy 7 Domestic Deemed Contract Tariff to the Standard Domestic Deemed Contract Tariff in respect of continuous occupation of any premises provided that the Customer has taken supply for not less than twelve consecutive months on that tariff. A Customer may apply to change from the WARMWISE Deemed Contract Tariff to the Standard Domestic Deemed Contract Tariff or Economy 7 Domestic Deemed Contract Tariff in respect of a continuous occupation of any premises provided that the Customer has taken supply for not less than twelve consecutive months on that tariff.

#### 1. Domestic Standard - Credit and Direct Debit

SEEBOARD Energy Limited will charge Band A rates for the first 182 Units per Quarter or pro rata for the number of days covered by the Bill. All further Units supplied during that period will be charged at the Band B rate. Until the Customer's Direct Debit facility has been set up the equivalent Credit Deemed Contract tariff will apply.

#### 2. Domestic Standard - Prepayment

For prepayment customers a special discount is deducted from the prepayment metering charge before VAT is applied.

#### 3. Domestic Economy 7 - Credit and Direct Debit

Night Units are supplied for a total of seven hours between 10.30pm GMT and 8.00am GMT. Actual times are set by SEEBOARD Energy Limited and are available on request. Units used at other times will be charged as follows:-

The first 274 Units per Quarter or pro rata for the number of days covered by the Bill will be charged at the Band A rate. All further Units used during that period will be charged at the Band B rate. Until the Customer's Direct Debit facility has been set up the equivalent Credit Economy 7 Deemed Contract tariff will apply.

#### **4. Domestic Economy 7 - Prepayment**

For prepayment customers a special discount is deducted from the prepayment metering charge before VAT is applied. Night Units are supplied for a total of seven hours between 10.30pm GMT and 8.00am GMT. Actual times are set by SEEBOARD Energy Limited and are available on request.

#### **5. WARMWISE**

The WARMWISE Deemed Contract Tariff only applies where storage space heating and/or water heating systems are supplied through separate restricted circuits. The WARMWISE Deemed Contract Tariff does not apply if a prepayment meter is installed. Heating Units will be supplied for a total Terms and Conditions 4 of eight hours. Six of these hours will be between 10.00pm and 8.00am and the remaining two hours will be between 12.00 midday and 5.00pm.

The actual times of supply within these time bands are at SEEBOARD Energy Limited's discretion and can vary day by day. Heating Units are only available for storage heating and water heating supplied on separate restricted circuits to which no other equipment is connected. All Units used at other times (including Units used for additional heating needs) will be charged as follows:-

Units supplied between 7.00pm and 12.00 midnight Monday to Friday inclusive and between 7.00am and 12.00 midnight on Saturdays, Sundays and public holidays will be charged at the Evening and Weekend Unit rate.

Units supplied between 7.00am and 7.00pm Monday to Friday inclusive will be charged at the Weekday Unit rate. Units supplied between 12.00 midnight and 7.00am will be charged at the Night Unit rate. The above times quoted for the WARMWISE Deemed Contract Tariff are Clocktime.

However, customers at premises where a time-switch other than a radio teleswitch is installed (or where a radio teleswitch is receiving time information only) will be unable to receive the Evening/Weekend Unit rate between 7.00am and 7.00pm on public holidays, except for three phase supplies where the Evening/Weekend Unit rate will apply on Christmas Day,

Boxing Day and New Year's Day. Where a time-switch other than a radio teleswitch is installed on a single phase supply, the time of availability of the WARMWISE Deemed Contract Tariff will be at GMT.

Special Conditions applying to WARMWISE heating circuits

- (i) The installed load shall not normally exceed 19kW.
- (ii) The supply shall be used only during the hours of availability of the restricted circuit tariff.

(iii) The circuits must be separate from all other circuits on the premises and must not include any socket outlets.

(iv) The supply shall only be used for the purposes approved by SEEBOARD Energy Limited.

Where these Special Conditions are not complied with SEEBOARD Energy Limited may discontinue the WARMWISE Deemed Contract Tariff and substitute another Deemed Contract tariff. For customers paying by Direct Debit once the Customer's Direct Debit facility has been set up the Direct Debit discount will be applied and will be discounted before the application of VAT.

#### **6. Domestic White Meter**

Night Units are supplied for a total of nine hours between 10.30pm GMT and 7.30am GMT. For customers paying by Direct Debit once the Customer's Direct Debit facility has been set up the Direct Debit discount will be applied and will be discounted before the application of VAT.

### **Quarterly Business Tariffs**

#### **General**

These tariffs are only available for electricity supplies to non-Domestic Customers where the maximum power is up to about 40kVA or the annual Unit consumption is up to around 60,000kWh. Preserved Deemed Contract tariffs are only available when electricity is already being continuously supplied at that particular rate. A Customer in continuous occupation of any premises may apply to change to the Economy 7 Business Deemed Contract Tariff, or Evening, Weekend and Night Business Deemed Contract Tariff at any time. Other changes may only be made after taking supply for not less than twelve consecutive months on a particular Deemed Contract tariff. Changes will only be made once suitable metering equipment is available and may only be made following written notice by the Customer to SEEBOARD Energy Limited. However, SEEBOARD Energy Limited may change the Customer to a Maximum Demand Deemed Contract tariff at any time should the Customer's maximum power requirement be in excess of 40kVA.

#### **1. Business Standard - Credit and Direct Debit.**

The Business Standard Credit and Direct Debit Deemed Contract Tariffs are each made up of a daily standing charge and a Unit rate. For customers paying by Direct Debit once the Direct Debit facility has been set up the Direct Debit discount will be applied and will be discounted before the application of VAT.

#### **2. Business Standard - Prepayment.**

For prepayment customers a special discount is deducted from the sum of the prepayment metering charge and standing charge, before VAT is applied.

#### **3. Business Economy 7 - Credit and Direct Debit**

Night Units will be supplied for a total of seven hours between 10.30pm GMT and 8.00am GMT. The actual times are set by SEEBOARD Energy Limited and are available on request.

#### **4. Business Economy 7 - Prepayment**

Night Units will be supplied for a total of seven hours between 10.30pm GMT and 8.00am GMT. The actual times are set by SEEBOARD Energy Limited and are available on request. For prepayment customers a special discount is deducted from the sum of the prepayment metering charge and standing charge, before VAT is applied.

## 5. Evening, Weekend & Night

The Standing Charge applies to each separate supply. Night Units are those supplied between 11.30pm and 6.30am. Peak Units are those supplied between 6.30pm and 7.00am, Monday to Friday inclusive. Evening/Weekend Units are all Units supplied at other times. All times quoted for the Evening, Weekend & Night Deemed Contract Tariff are Clocktime. For customers paying by Direct Debit once the Customer's Direct Debit facility has been set up the Direct Debit discount will be applied and will be discounted before the application of VAT.

## 6. Business White Meter.

Night Units are supplied for a total of nine hours between 10.30pm GMT and 7.30am GMT. For customers paying by Direct Debit once the Direct Debit facility has been set up the Direct Debit discount will be applied and will be discounted before the application of VAT.

## Quarterly Business Tariffs

### General

These tariffs are only available for electricity supplies to non-Domestic Customers where the maximum power is up to about 40kVA or the annual Unit consumption is up to around 60,000kWh. Preserved Deemed Contract tariffs are only available when electricity is already being continuously supplied at that particular rate. A Customer in continuous occupation of any premises may apply to change to the Economy 7 Business Deemed Contract Tariff, or Evening, Weekend and Night Business Deemed Contract Tariff at any time. Other changes may only be made after taking supply for not less than twelve consecutive months on a particular Deemed Contract tariff. Changes will only be made once suitable metering equipment is available and may only be made following written notice by the Customer to SEEBOARD Energy Limited. However, SEEBOARD Energy Limited may change the Customer to a Maximum Demand Deemed Contract tariff at any time should the Customer's maximum power requirement be in excess of 40kVA.

### 1. Business Standard - Credit and Direct Debit.

The Business Standard Credit and Direct Debit Deemed Contract Tariffs are each made up of a daily standing charge and a Unit rate. For customers paying by Direct Debit once the Direct Debit facility has been set up the Direct Debit discount will be applied and will be discounted before the application of VAT.

### 2. Business Standard - Prepayment.

For prepayment customers a special discount is deducted from the sum of the prepayment metering charge and standing charge, before VAT is applied.

### 3. Business Economy 7 - Credit and Direct Debit

Night Units will be supplied for a total of seven hours between 10.30pm GMT and 8.00am GMT. The actual times are set by SEEBOARD Energy Limited and are available on request.

### 4. Business Economy 7 - Prepayment

Night Units will be supplied for a total of seven hours between 10.30pm GMT and 8.00am GMT. The actual times are set by SEEBOARD Energy Limited and are available on request. For prepayment customers a special discount is deducted from the sum of the prepayment metering charge and standing charge, before VAT is applied.

### 5. Evening, Weekend & Night

The Standing Charge applies to each separate supply. Night Units are those supplied between 11.30pm and 6.30am. Peak Units are those supplied between 6.30pm and 7.00am, Monday to Friday inclusive. Evening/Weekend Units are all Units supplied at other times. All times quoted for the Evening, Weekend & Night Deemed Contract Tariff are Clocktime. For customers paying by Direct Debit once the Customer's Direct Debit facility has been set up the Direct Debit discount will be applied and will be discounted before the application of VAT.

## 6. Business White Meter.

Night Units are supplied for a total of nine hours between 10.30pm GMT and 7.30am GMT. For customers paying by Direct Debit once the Direct Debit facility has been set up the Direct Debit discount will be applied and will be discounted before the application of VAT.

## Monthly Business Tariffs

These tariffs are available for electricity supplied at one point on any premises.

### Voltage of Delivery and Metering

Low Voltage is 1,000 Volts or less, High Voltage is more than 1,000 volts.

### Available Capacity

The Available Capacity charge will be charged by reference to the Available Capacity for the Customer's premises as notified to SEEBOARD Energy Limited by SEEBOARD Power Networks plc.

### Maximum Demand

The Maximum Demand charge is applied for each kW of Maximum Demand in each month, November to February inclusive.

### Night Units

Night Units are those supplied between 12.00 midnight GMT and 7.00am GMT.

### Excess Reactive Power Charge.

This is applied for each kVArh in each month numerically in excess of 50% of the total Unit consumption in that month.

### Power Factor

The Customer shall maintain his Power Factor as close to unity as practicable but in any event not lower than 0.9 on average between one meter reading and the next. The average Power Factor will be used to determine the Available Capacity required. In the event that no reactive meter is fitted, then the average Power Factor will be deemed to be 0.9.

### Off-Peak Tariffs (Domestic and non-Domestic)

The following Special Conditions apply:-

- (i) The installed load shall not normally exceed 40kVA.
- (ii) The supply shall be used only during the hours of availability under the tariff applicable. Details of the hours of availability are available on request from SEEBOARD Energy Limited.
- (iii) The circuits must be separate from all other circuits on the premises and must not include any socket outlets.
- (iv) The supply shall only be used for purposes approved by SEEBOARD Energy Limited.
- (v) Where these Special Conditions are not complied with SEEBOARD Energy Limited may discontinue the Off-Peak supply and substitute another Deemed Contract tariff.



For customers paying by Direct Debit once the Direct Debit facility has been set up the Direct Debit discount will be applied and will be discounted before the application of VAT.

#### **Additional Daily Charge.**

An additional daily charge will apply where the only supply is at one of these rates.

#### **Extensions to Existing Installations.**

Extensions to existing installations will be supplied on the same tariff applying to the existing installation, providing that the foregoing Special Conditions are Observed.

#### **Change of Rate**

A Customer in continuous occupation of a premises may apply to change to an alternative tariff as follows:-

(i) from the existing Off-Peak Deemed Contract Tariff to an alternative Off-Peak Deemed Contract tariff providing reduced availability of supply at any time, by written notice to SEEBOARD Energy Limited.

(ii) where the Customer is a Domestic Customer, from the existing Off-Peak Deemed Contract Tariff to the WARMWISE Deemed Contract Tariff, Domestic Standard Deemed Contract Tariff or Domestic Economy 7 Deemed Contract Tariff at any time, by written notice to SEEBOARD Energy Limited.

(iii) where the Customer is a non-Domestic Customer from the existing Off-Peak Deemed Contract Tariff to Evening, Weekend, Night Deemed Contract Tariff, Standard Business Deemed Contract Tariff, Economy 7 Business Deemed Contract Tariff or Maximum Demand Deemed Contract tariffs at any time, by written notice to SEEBOARD Energy Limited.

#### **Combination of Tariffs**

The following Deemed Contract tariffs shall not be used in conjunction with one another.

(i) Domestic Deemed Contract tariffs, Business Deemed Contract tariffs and Maximum Demand Deemed Contract tariffs shall not be used in conjunction with one another.

(ii) The Economy 7 Domestic Deemed Contract Tariff, WARMWISE Deemed Contract Tariff, Economy 7 Business Deemed Contract Tariff and Maximum Demand Deemed Contract tariffs with an Economy 7 Unit rate shall not be used in conjunction with any Off-Peak Deemed Contract tariff.

(iii) The WARMWISE Deemed Contract Tariff shall not be used in conjunction with any other tariff in respect of any premises

Calls to UK wide numbers are included in any inclusive call plan you may have. If you don't have an inclusive call plan, calls are charged at a national rate. Please check with your service provider if you're unsure.

EDF Energy is a trading name used by EDF Energy Customers Ltd, Reg. No. 02228297 whose Registered Office is at 90 Whitfield Street, London, W1T 4EZ, incorporated in England and Wales.

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