

TERMS & CONDITIONS

1. GENERAL TERMS AND CONDITIONS

- 1.1 Electricity and gas prices are supplied for domestic purposes only at standard rates;
- 1.2 M&S Energy is available on a dual-fuel or all-electric basis, i.e. no mains gas (such as Economy 7, E10, THTC and Superdeal);
- 1.3 No extra cost is charged for electricity generated from renewable sources;
- 1.4 Only direct debit and quarterly credit payment methods apply;
- 1.5 No minimum term or exit penalties apply to M&S Energy;
- 1.6 Customers agree to receive regular M&S Energy information on energy efficiency, environmental updates and offers on energy and energy services;
- 1.7 M&S Energy is not available in conjunction with other domestic energy products. (These Terms and Conditions are in addition to The General Terms and Conditions – Supply of electricity and/or gas and shall apply for as long as you're on the M&S Energy tariff. Termination of the M&S Energy tariff, by either you or us, will not affect the validity of any M&S vouchers you've been provided with prior to the date of termination.);
- 1.8 The definitions and explanations in section 1 of your General Terms and Conditions for the Supply of Electricity and/or Gas will also apply in these Conditions;
- 1.9 SSE Energy Supply Limited, trading as SSE, Southern Electric, Scottish Hydro and SWALEC (SSE) reserves the right to change M&S Energy offers, Terms and Conditions at any time.
- 1.10 M&S Energy is unavailable in the Channel Islands, Isle of Man, Northern Ireland and Ireland.

2. HYDRO ELECTRICITY

- 2.1 SSE will match the aggregate annual consumption of electricity by M&S Energy Customers with the equivalent amount of electricity generated from large-scale hydro sources.

3. ENERGY REDUCTION AWARDS

- 3.1. You will be rewarded for reducing the amount of energy you use by 10% or more in a measurement period;
- 3.2. A measurement period is about 12 months depending on your billing cycle and starts with an actual or deemed meter reading and ends with an actual meter reading; Meter readings can be taken by you or us;
- 3.3. Customers will become eligible for review around 12-15 months from their M&S Energy start date, however this period will vary depending on your billing cycle and will always be following an actual meter reading; Meter readings can be taken by you or us;

- 3.4. You can earn an award if the combined level of electricity and gas usage (or electricity usage, in the case of all-electric or electricity only customers) in one measurement period is at least 10% less than that measured in the preceding full measurement period (calculated on the average daily usage);
- 3.5 The award level for dual fuel and all-electric customers is £30 of M&S gift vouchers. For electricity only customers it is £15 of M&S gift vouchers;
- 3.6. No award can be made if a measurement period is not concluded by an actual meter reading provided by you or us;
- 3.7. Weather correction adjustments are not included in energy use comparisons;
- 3.8. If you are an existing SSE customer and converting to M&S Energy, we will base the first annual energy consumption comparison on actual consumption data for the previous year (if it can be based on actual meter readings, otherwise see 3.9 below);
- 3.9. If you are a new customer to SSE switching to M&S Energy, we will base the first annual energy consumption comparison on the standard industry bases e.g. AA (annualised advance, the annual electricity consumption at a metered supply point based on known consumption and extrapolated using a profile) and AQ (annual quantity, the gas consumption at a metered supply point in one year);
- 3.10. If you move house, the measurement period is deemed to be cancelled and a new measurement period commences when you give us an actual meter reading from your new address;
- 3.11. After the initial comparison period, assessment for awards will be made on a year by year basis;
- 3.12. We aim to issue your award to you within 3 months of the end of any measurement period.

4. JOINING AWARDS

4.1 Customers will qualify for an award of £10 of M&S vouchers in respect of a qualifying M&S Energy Contract for electricity and £20 of M&S vouchers for dual fuel. The award becomes payable from the supply start date which will be provided to the Customer following the completed registration of their application. The transfer to M&S Energy can take up to 5 weeks from application. SSE will send the award vouchers to Customers with their M&S Energy welcome pack at this time; 4.2 If you cancel your M&S Energy contract and subsequently sign up again, you will not receive another Joining Award.

5. PAPERLESS BILLING AWARD

5.1 Where an M&S Energy Customer requests paperless billing an award of £10 of vouchers applies for dual fuel Customers and Customers who heat their homes with electricity. This award is reduced to £5 of M&S vouchers for electricity only Customers that do not heat their homes with electricity;

5.2 Customers can apply for paperless billing at the point of sale or at any time after they have been issued with a supply start date for M&S Energy. They can register at the appropriate regional website:- www.hydro.co.uk (Scotland), www.southern-electric.co.uk (England), www.swalec.co.uk (Wales). The award will be issued to the Customer within 21 days of successful registration;

5.3 If you cancel paperless billing and subsequently sign up again, you will not receive another Paperless Billing Award.

6. LOYALTY AWARDS

6.1 M&S Energy Customers will qualify for a Loyalty Award on, or about the anniversary of each full year that they have completed as an M&S Energy Customer. The awards will be as follows: Electricity-only £5 M&S vouchers, Dual Fuel £10 M&S vouchers. Due to the variation in meter reading cycles, the awards will be issued to qualifying Customers within 12 weeks of their anniversary.

M&S ENERGY SUPPLY TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF ELECTRICITY AND/OR GAS

The terms and conditions below along with the additional terms and conditions within your welcome pack, shall form the contract between you and SSE Energy Supply Limited for M&S Energy.

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

1. Definitions & Explanation

1.1 Please refer to this section for our definitions and explanations of terms used throughout this document.

"Address": the address(es) you want your Energy supplied to;

"Agreement": the application you've either signed or agreed on the telephone; these terms and conditions as updated from time to time and published on our website; and any list of current charges;

"Charges": charges for the supply of Energy as detailed in the list of current charges as amended from time to time;

"Electricity Distributor": the licensed operator of the distribution system through which electricity is supplied to you;

"Energy": means gas and/or electricity;

"Equipment": meters, smart energy monitor display units, pipes, electrical plant, electric lines and all other apparatus at the Address to deliver, measure and control Energy;

"Exceptions": means the conditions set out in Standard Licence Condition 14A.2 of our gas and electricity supply licences, examples of which include: if your previous supplier has prevented us from completing the supply transfer

because it has raised an objection to the supply transfer; if we do not have all the information we require in order to complete the supply transfer, despite having taken all reasonable steps to obtain the missing information from you and we cannot readily obtain that information from another source; or we are prevented from completing the supply transfer due to any other circumstances which is outside of our control and which we have taken all reasonable practicable steps to resolve;

"Gas Transporter": the licensed operator of the transportation network through which gas is transported to you;

"Guaranteed Standards": the guaranteed standards of service level available on our website or by calling us on 08450717800;

"OFGEM": means the Office of Gas and Electricity Markets (or any other competent successor body or authority);

"our": belonging to SSE Energy Supply Limited or Southern Electric Gas Limited;

"Smart Meter": means a gas or electricity meter which enables information to be communicated to or from that meter without us having to visit your home using an external electronic communications network;

"Start Date": means the date(s) that we tell you (in advance) that the supply of Energy will start or as soon as possible thereafter;

"Unit": means a kilowatt hour (for gas kilowatt hours supplied will be calculated in accordance with section 12(1) of the Gas Act); **"we"** and **"us"**: SSE Energy Supply Limited for electricity and Southern Electric Gas Limited for gas and/or our permitted successors and assignees;

"you": you, the customer with whom we've entered into this Agreement (you shall be responsible for other users at the Address.)

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

2. Energy

2.1 We'll supply Energy to the Address from the Start Date until termination if:

(a) we have authorisation under the Electricity Act 1989 (as amended) ("Electricity Act") and/or the Gas Act 1986 (as amended) ("Gas Act");

(b) we agree to accept you as our customer under this Agreement; and

(c) the transfer of your supply(ies) to us are successfully completed.

2.2 If the Address is connected to an independent gas transporter's network we may vary the terms and conditions including the price for the supply of gas.

2.3 You'll allow your Electricity Distributor and/or Gas Transporter, gas shipper or any other person nominated by us, access to the Address, at all reasonable times and at any time in an emergency. This is so they can inspect, install, operate, calibrate, replace, maintain, repair, renew, remove and disconnect Equipment for any purpose under this Agreement (including taking readings).

2.4 You're responsible for making sure the Equipment is protected, maintained in good working order and kept in safe condition. You must let us know immediately if the Equipment gets interfered with or damaged.

2.5 The service levels we are obliged to meet and the compensation arrangements which apply if contracted quality service levels are not met are set out in our Guaranteed Standards.

3. Change of Supplier

3.1 Subject to clause 6, if you request the transfer of Energy to us from another supplier then we will complete such transfer within 21 days of [the Relevant Date] unless you:

- (a) notify us that you want the transfer to be completed at a later date;
- (b) notify us that you do not want the transfer to happen; or
- (c) one of the Exceptions applies.

3.2 If we take over the supply of Energy to your Address, you shall:

- (a) authorise us to cancel your existing agreement(s) with your present supplier on your behalf;
- (b) allow us to ask for information about your previous supply and disclose this information to relevant parties in order to carry out our responsibilities; and
- (c) (in the case of Energy supply) will give us Energy meter readings at the Start Date or allow us to obtain one.

4. Price and Payment

4.1 The price you pay for Energy is based on the number of Units used and a standing charge where appropriate. You must pay VAT and any other taxes or duties at the applicable rate.

4.2 Meter readings will normally be assumed to be correct. Where we believe the meter readings are inaccurate or they're not available we'll make a reasonable estimate and send you a bill.

4.3 We'll send you regular bills and/or statements which will separately identify the Charges payable. You must pay these in full and part payment won't release you from your obligation to pay any outstanding Charges.

4.4 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) our reasonable costs of trying to recover overdue payments.

4.5 If, for any reason, we have been at fault by either significantly underestimating the amount of Energy you use or by not sending your bills, we will accept responsibility for this by not charging you for any additional Energy you used more than a year before we discovered the mistake.

4.6 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.

4.7 If you pay us without telling us which Charges the payment is for, we'll pay the Charges in the order in which they became due; and credit your account with any balance.

- 4.8 If you don't provide or you withdraw a direct debit instruction we may bill you quarterly and alter your Charges accordingly.
- 4.9 If you make an appointment and cannot keep it, you must let us know, by midday the day before, or we may charge you for the appointment.
- 4.10 If you dispute the accuracy of any Energy meter and if it is tested at your request and found to be sufficiently accurate under the Electricity and/or Gas Act(s) you must pay the cost of the test. However if the Energy meter is found to be inaccurate then we may adjust the Charges as appropriate and always in accordance with our Energy supply licence(s) and general legislation.
- 4.11 If the Address has common Energy services which aren't metered (for example stair lighting) we may estimate the annual amount of Energy used and calculate the Charges accordingly. You'll be required to pay us an appropriate share of those Charges.
- 4.12 If we suspend, disconnect or reconnect your Energy supply or reposition your meter we may make a reasonable charge.
- 4.13 If your chosen pricing structure is incompatible with your existing meter, we'll be happy to reprogramme and/or replace your meter for a reasonable charge.
- 4.14 If you request a visit to the Address to check the Equipment we may make a reasonable charge.
- 4.15 We may vary the above charges at any time subject to clause 9 (variations).
- 4.16 You must inform us of any change in your circumstances which may affect your electricity and/or gas consumption including any structural changes to your property. We reserve the right to recover payment for any additional Energy used where you fail to do so.
- 4.17 Up to date information on all of our applicable tariffs and charges can be obtained by calling us on 08450717800.

5. Security Deposit / Prepayment meter for Energy

5.1 We can request a security deposit from you or replace your meter(s) with a prepayment meter(s):

- (a) if you don't meet our credit criteria;
- (b) if you fail to pay or are late in paying the Charges; or
- (c) as a result of your conduct.

If you don't provide a security deposit and it is not safe and/or practical to install a prepayment meter(s) we may disconnect your supply and recover any costs reasonably incurred.

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

5.3 If you use a prepayment meter, it is your responsibility to look after the key and/or plastic card or other device for payment, keeping it clean, safe and free from damage. We may charge for replacements.

6. Termination

6.1 The supply of Energy to the Address will continue on a rolling basis but will be terminated:

(a) on the day requested, so long as you've given us at least 28 days written notice, provided that:

(i) on the day of termination, either another supplier has started to supply Energy to the Address or the Address has been disconnected; and

(ii) we agree that no monies remain outstanding for longer than 28 days (where we sent you a bill before you gave notice); or

(b) on the date you no longer own or occupy the Address, provided you give us at least 2 working days' prior written notice. Otherwise it will terminate on the first to occur of:

(i) the second working day after you've given us written notice; or

(ii) the date that Energy is supplied to the Address under a contract or a deemed contract with someone else.

6.2 If you don't give the necessary notice under clause 6.1 you'll remain liable for all monies due under this Agreement until the date of termination.

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

(a) you're in material breach of this Agreement; or

(b) we've been unable to install a prepayment meter and you haven't paid a security deposit when requested; or

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

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

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

(f) our agreement with our Electricity Distributor is terminated; or

(g) if our agreement with Marks and Spencer plc is terminated (in this circumstance, we will offer you an alternative product)

6.4 If we end this Agreement pursuant to clause 6.3(a), (b) or (d) inclusive above we'll recover our reasonable charges incurred in discontinuing the supply.

6.5 This Agreement shall terminate immediately if OFGEM directs another Energy supplier to supply the Address.

6.6 If either we or you fail to 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.

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

7. Transfer of Information/Charges

You agree that we may transfer any outstanding charges, credit and information (including, but not limited to, bank account details and payment instructions) in connection with your Energy supply(s)

(a) from a previous supplier to us;

(b) from us to a subsequent supplier;

(c) for dual fuel customers, between SSE Energy Supply Limited and Southern Electric Gas Limited; and
(d) amongst trading names of SSE Energy Supply Limited.
We'll be entitled to recover any outstanding Charges and any reasonable costs of doing so.

8. Assignment

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

8.2 We may, without your agreement, assign or transfer all or any part of our rights and subcontract any of our obligations under this Agreement to a party who holds the necessary authorisation(s). Your rights under clause 6.1 (a) won't be affected.

8.3 On assignment or transfer, we may hand over your security deposit and any interest to the party mentioned in Clause 8.2.

9. Variation

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

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

10. Enforcement of Rights

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

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

10.3 If there is a dispute in relation to the terms and conditions and/or supply of Energy please call us on 08450717800. If our adviser can't help, please ask for a manager. If you remain unhappy, write to Head of Customer Service, Inveralmond House, 200 Dunkeld Road, Perth PH1 3AQ or send an email to headofcustomerservice@sse.com. For free, confidential and impartial advice you can at any point visit www.adviceguide.org.uk or call the Citizens Advice helpline on 08454 04 05 06. If you are still unsatisfied, or if 8 weeks have passed since you first registered your complaint you can contact the Ombudsman Services: Energy on 0845 055 0760 or www.os-energy.org.

11. Limitation of Liability

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

11.2 We'll only be liable for loss or damage which is a reasonably foreseeable consequence of our breach of this Agreement up to a maximum liability of

£100,000 in any calendar year. Neither you or us 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.

12. Notices

12.1 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 or by email. We'll assume you've received the notice 2 working days after we've sent it unless we receive evidence to the contrary. You must send notice(s) for electricity and gas by post to: Sales Processing and Registration, SSE Energy Supply Limited, Grampian House, 200 Dunkeld Road, Perth, PH1 3GH.

13. Use of Personal Information

13.1 Information you provide to us or that we hold about you may be used by us, our employees and/or our agents, including companies within our group for the purposes specified in the M&S Energy privacy policy (available at mandsenergy.com, including: (a) to identify you when you call; (b) to help detection and prevention of crime, fraud or loss and to assist in debt recovery; (c) to help with the administration of your account, services and products; and (d) with your consent, to contact you by post, phone (including by automated calling units), fax, e-mail and SMS with information about other services and products offered by us and/or our carefully selected partners. If you have a Smart Meter we will use your information as described in this clause 13. Clause 18 provides more details on how we may use information collected by Smart Meters. You may also find our data privacy charter useful. This is on our website.

13.2 Your personal information will be shared between us and our third party data processors (including your Electricity Distributor) who provide services in relation to this Agreement in order to fulfil our obligations.

13.3 Information can be shared between us and third parties (including our regulator) who provide, review and/or receive services in relation to this Agreement.

13.4 We will pass your personal information to Marks and Spencer plc who will use it for the purposes specified in the Marks and Spencer privacy policy available on the Marks and Spencer website at www.marksandspencer.com, which may include contacting you by post and phone with information about other services and products offered by M&S.

13.5 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 for debt collection and fraud prevention purposes.

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

14. Governing Law

14.1 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.

14.2 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.

15. Emergencies and Safety - Gas

15.1 If you suspect or are aware of a gas leak you must immediately call the Gas Emergency Number (0800 111 999). You'll find this number printed on all accounts and/or statements.

15.2 We can discontinue or restrict the supply of gas to you in the event of an emergency, a safety issue or as a result of legal or regulatory requirement, and you'll stop using or restrict the use of gas upon our or the relevant Gas Transporter's instruction.

15.3 You must not misuse your supply of gas so it becomes a health and safety risk or is likely to damage people or property.

16. Emergencies and Safety - Electricity

You must tell your Electricity Distributor immediately if you're aware of any matter or incident that either:

- (a) causes danger or requires urgent attention regarding the supply or distribution of electricity; or
- (b) affects or is likely to affect the maintenance of the security, availability and quality of service of the electricity distribution network. Contact details are printed on all statements and bills.

Contact details are printed on all statements and bills.

17. Connections and National Terms of Connection

17.1 We are acting on behalf of your Electricity Distributor to make an agreement with you. The agreement is that you and your Electricity Distributor both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that you enter into this contract and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which your Electricity Distributor delivers electricity to, or accepts electricity from, your home or business. If you want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 52 Horseferry Road, London, SW1P: phone 0207 706 5137, or see the website at www.connectionterms.co.uk.

17.2 If you require an electricity and/or gas supply connection to your Address you will need to contact your Electricity Distributor or Gas Transporter (or both) for your area.

18. Terms and Conditions for Smart Meter (if applicable)

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

18.2 Your bills will be based on readings from your Smart Meter so that we can send you a bill, offer you the most appropriate tariffs and energy-saving products and for the other purposes set out in this clause 18. You will let us collect this information while we supply your Energy. If we cannot access readings from your Smart Meter (for example because of a failure of the Smart Meter) we may estimate your bills.

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

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

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

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

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

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

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

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

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

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

18.13 If you subsequently cease to take Energy from us then you may not be able to use all or any of the Smart Meter functions

January 2013

M&S ENERGY FIX & SAVE TERMS AND CONDITIONS

1. These terms and conditions are in addition to the M&S Energy Terms and Conditions and SSE Energy Supply Terms and Conditions with the exception that Terms 2, 3, 5 and 6 of the M&S Energy Terms and Conditions shall not apply which means **you will not be eligible for Energy Reduction, Paperless Billing or Loyalty Awards and there will not be a hydro electricity matching guarantee.** In addition for those customers who have joined M&S Energy Fix & Save through an internet comparison site, Term 4 of the M&S Energy Terms and Conditions shall also not be applicable which means **you will not be eligible for Joining Awards.** In the event of a conflict between these terms and conditions and the M&S Energy Terms and Conditions or SSE Supply Terms and Conditions for Domestic Customers, these terms and conditions shall prevail. Any terms defined in the M&S Energy Terms and Conditions and the SSE Supply Terms and Conditions will have the same meaning in these terms and conditions.

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

3. Our prices for the supply of your electricity and gas on the Fix & Save tariff will be fixed from the date of either, the transfer of your existing tariff with us, or transfer of your supply(s) from your previous supplier(s) to us (whichever is the latest) until 30 September 2014.

4. The Fix & Save tariff is available to Dual Fuel Standing Charge and Electric with Heat (Domestic Economy, THTC, Superdeal, Economy 7 or Economy 10) Standing Charge customers, who pay by fixed monthly Direct Debit, variable Direct Debit or quarterly billing only. For customers who have joined M&S Energy Fix & Save through an internet comparison site, signing up to paperless billing is mandatory.

5. The Fix & Save tariff ends on 30 September 2014. After this date you will switch to our cheapest standard tariff at that time. We will write to you before the end date to remind you of this.

6. If you leave the Fix & Save tariff at any time on or before 30 September 2014 an exit fee of £50 will be applied to your energy account. If you are a Dual Fuel customer we reserve the right to apply the exit fee to either your electricity or gas account.

7. If you leave the Address to which the Fix & Save tariff applies you will usually be able to transfer the tariff to another property.

8. We reserve the right to amend the tariffs relevant to the Fix & Save tariff if there is a cost imposed by a governmental or statutory body (including a change in VAT).

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

Last updated August 2013

M&S Energy is supplied under Southern Electric, Scottish Hydro, SWALEC and SSE which are all trading names of SSE Energy Supply Limited Registered in England & Wales No. 03757502 and Southern Electric Gas Limited Registered in England & Wales No. 02716495, both members of the SSE Group. The Registered Office of SSE Energy Supply Limited and Southern Electric Gas Limited is 55 Vastern Road Reading Berkshire RG1 8BU. Marks and Spencer plc. Registered Office: Waterside House 35 North Wharf Road London W2 1NW Registered in England & Wales No. 0214436.

