

# Seeboard Former Tariff Customer Scheme



## WHEREAS:

At the date on which this Scheme is made, South Western Electricity plc supplies electricity on Tariff Terms 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 South Western Electricity plc pursuant to section 6(1)(c) of the Electricity Act 1989 shall have effect as if it were a Supply Licence granted to Sweb Ltd;

(D) The Utilities Act 2000 provides for customers supplied on Tariff Terms by South Western Electricity plc to be deemed to have contracted with Sweb Ltd 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 -

South Western Electricity 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 South Western Electricity 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 Sweb Ltd for a supply of electricity at the Relevant Premises in accordance with the Terms and Conditions.
- 2.2 Subject to paragraph 2.3, Sweb Ltd 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 Sweb Ltd 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 Sweb Ltd 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 Sweb Ltd 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 Sweb Ltd.
- 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 Sweb Ltd, 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 South Western Electricity plc in respect of Charges incurred before the Commencement Date shall be treated on and after that date as owing to Sweb Ltd.
- 3.3 Any Bill issued by Sweb Ltd 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 South Western Electricity plc) as if they were Charges arising under the Deemed Contract with Sweb Ltd.
- 3.4 Any payment to Sweb Ltd 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 South Western Electricity plc.
- 3.5 Sweb Ltd 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 South Western Electricity plc) on or after the Commencement Date.
- 3.6 Any sums of money held by South Western Electricity plc before the Commencement Date, to the credit of a Customer's account with South Western Electricity plc, for a supply of electricity on Tariff Terms, shall on and after that date be treated as held by Sweb Ltd 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 South Western Electricity 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 Sweb Ltd 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: **"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 Sweb Ltd or (where appropriate) by South Western Electricity 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 Sweb Ltd and a Customer by virtue of paragraph 23(2) of Schedule 7 to the Utilities Act 2000.

**“Distribution Licence”** means any licence granted to Western Power Distribution 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.

**“Sweb Ltd”** means Sweb Ltd, its successors and assigns.

**“Western Power Distribution”** means Western Power Distribution plc, its successors and assigns.

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

**“Parties”** means Sweb Ltd 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 III 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 Sweb Ltd 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 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, Sweb Ltd 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 Sweb Ltd 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 Sweb Ltd 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 Sweb Ltd

### 2. Charges and Payment

- 2.1** Customer shall, from the Commencement Date, pay to Sweb Ltd 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** Sweb Ltd 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** Sweb Ltd 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 Sweb Ltd to the Customer, including Bills based on estimated consumption, shall become due and owing as soon as they are issued.

- 2.6** Where Sweb Ltd has issued a Bill based on an estimate of the Customer's consumption, it shall correct any under-estimate or over-estimate 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.

### **3. Security Deposits**

- 3.1** Sweb Ltd may at any time require a reasonable Security Deposit from a non-Domestic Customer.
- 3.2** Sweb Ltd 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 Sweb Ltd to provide such a meter; or
  - (b) it is unreasonable in all the circumstances to do so.
- 3.3** Sweb Ltd 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 Sweb Ltd;
  - (b) agrees to such reasonable additional terms, and enters into (and procures that the other person enters into) any such reasonable additional agreements, as Sweb Ltd may propose; and

(c) indemnifies Sweb Ltd 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, Sweb Ltd 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 Sweb Ltd.
- 5.2** Where Sweb Ltd intends to vary any of the Terms or Conditions under Part III in relation to Deemed Contracts with Domestic Customers, it shall advertise its intention at least 21 days before the date on which that variation is to take effect, in a manner calculated to bring the variation to the attention of those likely to be affected by it.
- 5.3** Paragraph 5.2 shall cease to have effect on 31 January 2002.

### **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 Sweb Ltd 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 Sweb Ltd;
  - (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 Sweb Ltd.
- 6.3** Where the Customer is a non-Domestic Customer, and is in material breach of any of the Terms and Conditions:
- (a) Sweb Ltd 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 has remedied the breach (at his own expense) during that period.
- 6.4** Where the Customer is a non-Domestic Customer, Sweb Ltd 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** Sweb Ltd 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 Sweb Ltd ;
- (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 Sweb Ltd); and
- (d) the fault of the Customer.

**7.2** Sweb Ltd 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** Sweb Ltd 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** Sweb Ltd shall not in any circumstances be liable to 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 Sweb Ltd 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 Sweb Ltd or of Western Power Distribution 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 Western Power Distribution) through which electricity is conveyed to such Premises.

**8.2** Western Power Distribution 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 Western Power Distribution is obliged by its Distribution Licence to comply).

**8.3** Subject to any contrary written agreement subsisting between Western Power Distribution and the Customer, Western Power Distribution 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 Western Power Distribution; 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 Western Power Distribution, the liability of Western Power Distribution 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** Western Power Distribution 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 Western Power Distribution.

## **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 enforce- ability of the remainder of the Terms and Conditions to be unaffected.

**9.3** No failure or delay on the part of London Energy Company 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 Sweb Ltd.

**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 Sweb Ltd.

**9.6** Subject to paragraph 9.7, Sweb Ltd 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 Sweb Ltd, Sweb Ltd 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 Sweb Ltd by delivering it by hand, post or fax to the address of Sweb Ltd shown on his last Bill.

**10.2** Sweb Ltd 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. Scheduled Price Rates and Associated Provisions

### General Provisions Applying to this Part III

1. Subject to paragraph 2, any variation of a scheduled price rate in accordance with paragraph 5.2 of Part II will apply to the electricity supplied after the date of the next regular meter reading for the Relevant Premises following the effective date of the variation.
2. Where supply is taken through a prepayment meter, any variation of a scheduled price rate in accordance with paragraph 5.2 of Part II will apply to electricity supplied to the Relevant Premises after the date which is six weeks following the effective date of the variation.
3. For any period of less than a quarter at the beginning or the end of a quarterly billed supply to Relevant Premises, the standing charge will be proportionately reduced or charged on a daily basis.
4. For any period of less than a month at the beginning or the end of a monthly billed supply to the Relevant Premises, the standing charge and availability charge will be charged on a daily basis.
5. Except where otherwise indicated, the scheduled price rates in this Part are separate and alternative rates, each applying to the whole supply to the Relevant Premises.
6. Without prejudice to its rights under paragraph 6.3 of Part II, if any provisions applicable under this Part to the scheduled price rate for supply to Relevant Premises are not complied with, then Sweb Ltd may charge the Customer at any other rate under this Part that it reasonably believes is applicable, and the Customer shall be liable to pay accordingly.
7. Except where indicated, or unless agreed otherwise with the Customer, all times shown in this Part as applying to a supply to the Relevant Premises are expressed by reference to Greenwich Mean Time, and no alteration will be made to timeswitches for British Summer Time.
8. Where supply to the Relevant Premises is charged, in part, by reference to the first block of 1,500 units supplied, Sweb Ltd reserves the right to charge for this block on a daily basis if the billing period for any reason is either more or less than 91 days.
9. A 'quarter' for billing purposes means approximately three months, and for charging purposes means 91 days.
10. 'Night' means any seven hours between 22.00 hours and 0.800 hours as specified from time to time by Sweb Ltd.
11. 'Daytime' means all hours other than those comprising 'night'.
12. A 'unit' is one kilowatt hour (1 kWh).
13. The following payment methods are valid, as indicated below, for Charges due for payment to Sweb Ltd:
  - (a) Charges arising under any of Schedules 2, 4, 11, 14, and 17: by prepayment meter
  - (b) Charges arising under any schedule other than one specified in (a): by cash at a ny post office, clearing bank, or Paypoint outlet.

(c) Charges arising under any schedule other than one specified in (a): by cheque at any post office, clearing bank, or Paypoint outlet.

(d) Charges arising under any schedule other than one specified in (a): by monthly standing order via any clearing bank

(e) Charges arising under any schedule other than one specified in (a) or under any of Schedules 23 to 28: by quarterly standing order via any clearing bank.

(f) Charges arising under any schedule other than one specified in (a): by monthly direct debit via any clearing bank.

(g) Charges arising under any schedule other than one specified in (a) or under any of Schedules 23 to 28: by quarterly direct debit via any clearing bank.

(h) Charges arising under any of Schedules 1, 3, 5, and 6 to 9: by a Fuel Direct arrangement with the Customer's benefits office.

### Section A: Supplies to Domestic Customers

#### General Provisions: Schedules 1 to 12

1. The price rates scheduled below apply where an electricity supply is used exclusively for residential purposes:
  - (a) at premises comprising a single private residence, or
  - (b) at premises comprising more than one private residence where the maximum power required does not exceed 20kW after allowance for diversity, provided that the average of the three highest maximum demands at the premises in any period of 12 consecutive months since 1 January 1993 has not exceeded 100 kW.
2. Charges for supplies provided under these rates are billed quarterly except in the case of Schedules 2 and 4, where billing for payment is not required because the supplies are paid for in advance.
3. Where the Charges for supplies given under Schedules 1, 3, 5 or 6 are settled by monthly direct debit, a discount calculated at the rate of 3 per cent will apply.
4. Where the Charges for supplies given under Schedules 1, 3, 5 or 6 are settled within 10 days, a prompt payment discount of £1.50 will be applied to the next bill.

	Without VAT	With VAT
<b>Schedule 1: Domestic Tariff</b>		
Daily standing charge	7.97p	8.36p
Charge for each unit supplied	6.88p	7.22p
<b>Schedule 2: Domestic Tariff Prepayment Meter Rate</b>		
Daily standing charge	12.08p	12.68p
Charge for each unit	6.73p	7.07p
<b>Schedule 3: Economy 7 Tariff</b>		
Daily standing charge	12.25p	12.87p
Charge for each unit supplied in daytime	7.54p	7.92p
Charge for each unit supplied at night	2.67p	2.80p
<b>Schedule 4: Economy 7 Tariff Prepayment Meter</b>		
Daily standing charge	16.36p	17.18p
Charge for each unit supplied in daytime	7.38p	7.75p
Charge for each unit supplied at night	2.62p	2.75p

<b>Schedule 5: 3 Rate Heating Tariff</b>		
Daily standing charge	13.3p	13.97p
Charge for each unit supplied during the Weekday Daytime**	9.96p	10.46p
Charge for each additional unit so supplied	5.15p	5.41p
Charge for each unit supplied at night*	2.67p	2.80p
<b>Schedule 6: Domestic Seasonal Tariff</b>		
Daily standing charge	13.3p	13.97p
Charge for each unit supplied at other times	4.14p	4.35p
During the months of April-October		
Charge for each unit supplied at other times	11.20p	11.76p
During the months of November-March		
Charge for each unit supplied at night*	2.67p	2.80p
<b>Schedule 7: Domestic Offpeak (7 hour) Tariff</b>		
Daily standing charge	2.9p	3.05p
Charge for each unit supplied during a period or periods of supply totalling 7 hours between 21:00 and 09:00 GMT	2.67p	2.8p
<b>Schedule 8: Domestic Offpeak Night Only Tariff</b>		
Daily standing charge	3.22p	3.39p
Charge for each unit supplied during a Period or periods of supply totalling 8 Hours between 22:00 and 10:00 hours GMT	3.42p	3.59p
<b>Schedule 9: Domestic Offpeak Tariff 1</b>		
Daily standing charge	3.22p	3.39p
Charge for each unit taken only during a Period or periods totalling 8 hours between 22:00 and 10:00 hours GMT; and also during an additional period or periods totalling 3 hours each day	4.00p	4.20p
<b>Schedule 10: Domestic Offpeak Tariff 2</b>		
Daily standing charge	3.22p	3.39p
Charge for each unit taken only during a period or periods totalling 12.5 hours between 18:00 and 10:00 hours GMT; and all day on Sundays except for a period or periods totalling not less than 2.5 hours and not more than 4 hours between 10:30 and 14:30 GMT		
For each of the first 5,000 units per quarter	4.28p	4.49p
For each unit over 5,000 units per quarter	3.47p	3.64p
<b>Schedule 11: Domestic Offpeak Tariff 3</b>		
Daily standing charge	3.22p	3.39p
Charge for each unit taken only during a period or periods totalling 12.5 hours between 18:00 and 10:00 hours GMT; and also during an additional period or periods totalling 3 hours each day; and also all day on Sundays except for a period or periods totalling not less than 2.5 hours and not more than 4 hours between 10:30 and 14:30 GMT		
For each of the first 5,000 units per quarter	4.38p	4.60p
For each unit over 5,000 units per quarter	4.00p	4.20p

**Specific Provisions:**

\* A period or periods of supply totalling seven hours between 21:00 and 09:00 hours, or between 19:30 and 07:30 hours in respect of the 3 Rate Heating Tariff.

\*\* Periods between 07:30 and 19:30 on Monday to Friday inclusive.

The times stated under this rate are clock times.

Specific Provisions: The above five tariffs (Schedules 7, 8, 9, 10, 11) only apply: –

(a) where the customer's installation is so arranged to SWEB's satisfaction that the off peak circuits by which the supply on this tariff is taken are separate from all other circuits and are controlled by suitable switchgear.

(b) where the supply to the off-peak circuits is controlled by a timed controller and separately metered at the main services position on the premises.

(c) where there is no duplication of the off-peak circuits by other electrical circuits unrestricted as to time or use enabling another supply from SWEB to be used for a similar function.

(d) where the customer pays a contribution, if required, towards the extra cost, if any, of providing or increasing supply.

	Without VAT	With VAT
<b>Schedule 12: Domestic Day/Night (White Meter) Tariff</b>		
Daily standing charge	12.25p	12.87p
Charge for each unit supplied during a period or periods of supply totalling 8 hours between 21:00 and 09:00 GMT	3.42p	3.59p
Charge for each unit supplied at other times	7.65p	8.03p

Note: Where a Customer is supplied at the Relevant Premises under Schedule 1 or Schedule 3 but the rate does not include the standing charge component, the unit charges are as follows:

	Without VAT	With VAT
<b>Schedule 1: Domestic Tariff</b>		
Charge for each of the first 225 units supplied in each quarter	10.12p	10.63p
Charge for each additional unit so supplied	6.88p	7.22p
<b>Schedule 3: Economy 7 Tariff</b>		
Charge for each of the first 225 units supplied in each quarter in daytime	12.52p	13.15p
Charge for each additional unit so supplied	7.54p	7.92p
Charge for each unit supplied at night	2.67p	2.80p

**Section B: Quarterly Supplies to Non-Domestic Customers**

**General Provisions: Schedules 13 to 30**

- The price rates scheduled below apply where an electricity supply is used for other than exclusively residential purposes:
  - premises comprising a single private residence, or
  - at premises comprising more than one private residence where the maximum power required does not exceed 20kW after allowance for diversity, provided that the average of the three highest maximum demands at the premises in any period of 12 consecutive months since 1 January 1993 has not exceeded 100 kW.
- The Maximum Power must not exceed 50kW.
- Power factor greater than 0.9 lagging.
- Supply not to be used for standby purposes.
- Premises must be supplied at a voltage not exceeding 1000 volts.

6. Charges for supplies provided under these rates are billed quarterly except in the cases of Schedules 14 and 16, where billing for payment is not required because the supplies are paid for in advance.
7. Where the Charges for supplies given under Schedules 13, 15, 17, 18, 19, 20, 21 or 22 are settled by monthly direct debit, a discount calculated at the rate of 3 per cent will apply.
8. Where the Charges for supplied given under Schedules 13, 15, 17, 18, 19, 20, 21 or 22 are settled within 10 days of receiving the bill, a prompt payment discount of £1.50 will be applied to the next bill.
9. Prices exclude VAT. This will be added at the appropriate rate where applicable.

<b>Schedule 13: Block Tariff</b>	
Daily standing charge	10.79p
Charge for each of the first 1000 units supplied per quarter	7.99p
Charge for each unit over 1000 units supplied per quarter	7.00p
<b>Schedule 14: Block Tariff Prepayment Meter</b>	
Daily standing charge	14.9p
Charge for each of the first 1000 units supplied per quarter	7.99p
Charge for each unit over 1000 units supplied per quarter	7.00p
<b>Schedule 15: Economy 7 Block Tariff</b>	
Daily standing charge	14.12p
Charge for each of the first 1000 units supplied per quarter in daytime	8.3p
Charge for each each unit over 1000 units supplied per quarter in daytime	7.54p
Charge for each each unit supplied at night	2.67p
<b>Schedule 16: Economy 7 Tariff Prepayment Meter</b>	
Daily standing charge	18.22p
Charge for each of the first 1000 units supplied per quarter in daytime	8.3p
Charge for each each unit over 1000 units supplied per quarter in daytime	7.54p
Charge for each each unit supplied at night	2.67p
<b>Schedule 17: Bonus Block Tariff</b>	
Daily standing charge	13.3p
Charge for each of the first 1000 units supplied per quarter	8.96p
Charge for each of the next 2000 units supplied per quarter	7.66p
Charge for each unit over 3000 units supplied per quarter	6.45p
<b>Schedule 18: Economy 7 Bonus Block Tariff</b>	
Daily standing charge	15.92p
Charge for each of the first 1000 units supplied per quarter in daytime	9.35p
Charge for each of the next 2000 units supplied per quarter in daytime	8.25p
Charge for each unit over 3000 units supplied per quarter in daytime	7.11p
Charge for each each unit supplied at night	2.67p

<b>Schedule 19: Non Domestic Seasonal Tariff</b>	
Daily standing charge	15.21p
Charge for each of the first 1000 units supplied per quarter in daytime during the months of April–October	6.88p
Charge for each unit over 1000 units supplied per quarter in daytime during the months of April–October	3.98p
Charge for each of the first 1000 units supplied per quarter in daytime during the months of November–March	14.05p
Charge for each unit over 1000 units supplied	11.14p
Charge for each unit supplied at night	2.67p
<b>Schedule 20: Economy 7 Day &amp; Night Tariff</b>	
Daily standing charge	15.21p
Charge for each unit supplied on Weekdays**	10.00p
Charge for each unit supplied at night	2.67p
Charge for each unit supplied at other times	4.48p
<b>Schedule 21: Farm Tariff</b>	
Daily standing charge	14.39p
Charge for each unit supplied	6.97p
<b>Schedule 22: Economy 7 Farm Tariff</b>	
Daily standing charge	17.71p
Charge for each unit supplied in daytime	7.39p
Charge for each unit supplied at night	2.67p
Specific Provisions:	
*A period or periods of supply totalling seven hours between 21:00 and 09:00 hours. **A period or periods of supply totalling 12 hours between 07:00 and 21:00 Monday–Friday.	
<b>Schedule 23: Non-Domestic Offpeak (7 Hour) Tariff</b>	
Daily standing charge	2.90p
Charge for each unit supplied during a period or periods of supply totalling 7 hours between 21:00 and 09:00 GMT	2.67p
<b>Schedule 24: Non-Domestic Offpeak Night Only Tariff</b>	
Daily standing charge	3.22p
Charge for each unit supplied during a period or periods of supply totalling 8 hours between 22:00 and 10:00 hours GMT	3.42p
<b>Schedule 25: Non-Domestic Offpeak Tariff 1</b>	
Daily standing charge	3.22p
Charge for each unit taken only during a period or periods Period or periods totalling 8 hours between 22:00 and 10:00 hours GMT; and also during an additional period or periods totalling 3 hours each day	4.00p
<b>Schedule 26: Non-Domestic Offpeak Tariff 2</b>	
Daily standing charge	3.22p
Charge for each unit taken only during a period or periods totalling 12.5 hours between 18:00 and 10:00 hours GMT; and all day on Sundays except for a period or periods totalling not less than 2.5 hours and not more than 4 hours between 10:30 and 14:30 GMT	
For each of the first 5,000 units per quarter	4.28p
For each unit over 5,000 units per quarter	3.47p

<b>Schedule 27: Non-Domestic Offpeak Tariff 3</b>	
Daily standing charge	3.22p
Charge for each unit taken only during a period or periods totalling 12.5 hours between 18:00 and 10:00 hours GMT; and also during an additional period or periods totalling 3 hours each day; and also all day on Sundays except for a period or periods totalling not less than 2.5 hours and not more than 4 hours between 10:30 and 14:30 GMT	
For each of the first 5,000 units per quarter	4.38p
For each unit over 5,000 units per quarter	4.00p

Specific Provisions: The above five tariffs (Schedules 23, 24, 25, 26, 27) only apply:

(a) where the customer's installation is so arranged to SWEB's satisfaction that the off peak circuits by which the supply on this tariff is taken are separate from all other circuits and are controlled by suitable switchgear.

(b) where the supply to the off-peak circuits is controlled by a timed controller and separately metered at the main services position on the premises.

(c) where there is no duplication of the off-peak circuits by other electrical circuits unrestricted as to time or use enabling another supply from SWEB to be used for a similar function.

(d) where the customer pays a contribution, if required, towards the extra cost, if any, of providing or increasing supply.

<b>Schedule 28: Day and Night Tariff</b>	
Daily standing charge	14.12p
Charge for each unit supplied in the period of day supply (a 12 hour period normally starting at 07:00 hours GMT Mondays to Fridays inclusive, but this starting time may at SWEB's discretion be deferred or advanced by up to one hour)	11.01p
Charge for each unit supplied at other times	4.71p
Schedule 29: Farm Day/Night Tariff	
Daily standing charge	17.71p
Charge for each unit supplied during a period or periods of supply totalling 8 hours between 21:00 and 09:00 GMT	3.42p
Charge for each unit supplied at other times	7.64p
Schedule 30: Flat Rate Tariff	
RATE 1: For lighting per unit 19.5p RATE 2: For thermostatically Controlled Water Heating and Cooking per unit	7.22p
RATE 3: For each of the first 500 units supplied per quarter per unit	9.17p
For all over 500 units supplied per quarter per unit	8.35p

Specific Provisions: This tariff is subject to:

(a) a minimum payment of £7.27 for each supply of electricity whether or not electricity to that value has been consumed, and

(b) the customer's installation being arranged so as to enable electricity used for the above purposes to be separately metered at the point of delivery.

Commercial cooking includes the ancillary processes of food preparation, food storage and cleaning of utensils and food baking in electrically heated ovens, but excludes industrial operations whether of food manufacture and processing or otherwise.

## Section C: Monthly Supplies to Non-Domestic Customers

### General Provisions: Schedules 31 to 41

- The Monthly Supply Tariff does not apply where:
  - there is on-site generation including top-up and standby supplies and Customers With Own Generation (CWOOG).
  - The supply is used solely for domestic purposes in premises used exclusively as a private dwelling.
  - Maximum power is less than 50kW unless the power factor is 0.9 or less lagging or tariff is applied at customer's request provided that the average of the three highest maximum demands at the premises in any period of 12 consecutive months since 1 January 1993 has not exceeded 100 kW.
- Charges for supplies provided under these rates are billed monthly.
- Prices exclude VAT. This will be added at the appropriate rate where applicable.
- Within this tariff range there are several sets of prices which are dependant on the configuration of supply and profile:

#### High Voltage Supplies

Where supply is delivered to the customer's substation and metered at High Voltage

#### Low Voltage Substation Supplies

Where supply is delivered at Low Voltage and the customer has provided free accommodation for WPD's transformer and other apparatus within the customers premises from which SWEB may also supply other customers

#### Low Voltage Supplies

Where supply is delivered and metered at Low Voltage from WPD's low voltage system

- The allocation of the profile is determined by the electricity supplier subject to national guidelines set by the Electricity Pool and will normally be reviewed once a year.

	Without VAT			
<b>Schedule 31: Classic Tariff (LV)</b>				
Monthly Standing charge	£67.43			
Monthly Metering Charge	£8.59			
Charge for each unit supplied during the following periods				
<b>Profile</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
1. March–October	4.10p	3.98p	3.78p	3.57p
2. November–February	6.98p	6.79p	6.32p	6.98p
<b>Schedule 32: Classic Tariff (LV sub)</b>				
Monthly Standing charge	£89.90			
Monthly Metering Charge	£8.61			
Charge for each unit supplied during the following periods				
<b>Profile</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
1. March–October	3.75p	3.74p	3.54p	3.35p
2. November–February	6.37p	6.36p	5.93p	5.58p
<b>Schedule 32: Classic Tariff (HV)</b>				
Monthly Standing charge	£240.30			
Monthly Metering charge	£13.11			
Charge for each unit supplied during the following periods				
<b>Profile</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
1. March–October	3.61p	3.60p	3.33p	3.14p
2. November–February	5.86p	5.85p	5.46p	5.14p

<b>Schedule 33: Night Saver Tariff (LV)</b>				
Monthly standing charge	£67.43			
Monthly Metering charge	£8.59			
Charge for each unit supplied during the following periods				
Profile	5	6	7	8
1. Daytime March–October	4.39p	4.37p	4.26p	4.17p
2. Daytime November–February	7.55p	7.51p	7.24p	7.08p
3. Night	2.13p	2.05p	2.04p	2.03p
<b>Schedule 34: Night Saver Tariff (LV sub)</b>				
Monthly standing charge	£89.90			
Monthly Metering charge	£8.61			
Charge for each unit supplied during the following periods				
Profile	5	6	7	8
1. Daytime March–October	4.15p	4.07p	4.06p	4.03p
2. Daytime November–February	7.25p	7.08p	6.76p	6.52p
3. Night	1.99p	1.95p	1.94p	1.93p
<b>Schedule 35: Night Saver Tariff (HV)</b>				
Monthly standing charge	£240.30			
Monthly Metering charge	£13.11			
Charge for each unit supplied during the following periods				
Profile	5	6	7	8
1. Daytime March–October	3.90p	3.88p	3.87p	3.85p
2. Daytime November–February	6.46p	6.45p	6.40p	6.31
3. Night	1.94p	1.92p	1.90p	1.88p
<b>Schedule 36: Multi Rate Saver Tariff (LV)</b>				
Monthly standing charge	£67.43			
Monthly Metering charge	£8.59			
Charge for each unit supplied during the following periods				
Profile	5	6	7	8
1. Weekday Nov & Feb	7.74p	7.72p	7.71p	7.69p
2. Weekday Dec & Jan	9.17p	9.16p	9.15p	9.14p
3. Night	2.13p	2.05p	2.04p	2.03p
4. Other times	4.36p	4.35p	4.34p	4.33p
<b>Schedule 37: Multi Rate Saver Tariff (LV sub)</b>				
Monthly standing charge	£89.90			
Monthly Metering charge	£8.61			
Charge for each unit supplied during the following periods				
Profile	5	6	7	8
1. Weekday Nov & Feb	7.24p	7.23p	7.22p	7.21p
2. Weekday Dec & Jan	8.54p	8.53p	8.52p	8.50p
3. Night	1.99p	1.95p	1.94p	1.93p
4. Other times	4.15p	4.07p	4.06p	4.03p

<b>Schedule 38: Multi Rate Saver Tariff (HV)</b>				
Monthly standing charge	£240.30			
Monthly Metering charge	£13.11			
Charge for each unit supplied during the following periods				
Profile	5	6	7	8
1. Weekday Nov & Feb	6.27p	6.26p	6.19p	6.15p
2. Weekday Dec & Jan	7.88p	7.84p	7.81p	7.79p
3. Night	1.94p	1.92p	1.90p	1.88p
4. Other times	3.53p	3.50p	3.49p	3.47p
<b>Schedule 39: SMART Tariff (LV)</b>				
Monthly standing charge	£67.43			
Monthly Metering charge	£8.59			
Charge for each unit supplied during the following periods				
Profile	5	6	7	8
1. Weekday Nov & Feb	6.48p	6.45p	6.44p	6.43p
2. Weekday Dec & Jan	7.40p	7.38p	7.35p	7.33p
3. Weekday Peak Nov & Feb	12.82p	12.81p	12.79p	12.75p
4. Weekday Peak Dec & Jan	16.64p	16.51p	16.50p	16.45p
5. Night	2.13p	2.05p	2.04p	2.03p
6. Other times	4.36p	4.35p	4.34p	4.33p
<b>Schedule 40: SMART Tariff (LV sub)</b>				
Monthly standing charge	£89.90			
Monthly Metering charge	£8.61			
Charge for each unit supplied during the following periods				
Profile	5	6	7	8
1. Weekday Nov & Feb	6.20p	6.18p	5.74p	5.70p
2. Weekday Dec & Jan	7.23p	7.17p	6.62p	6.60p
3. Weekday Peak Nov & Feb	12.65p	12.63p	12.16p	12.14p
4. Weekday Peak Dec & Jan	15.98p	15.90p	15.69p	15.60p
5. Night	1.99p	1.95p	1.94p	1.93p
6. Other times	4.15p	4.07p	4.06p	4.03p
<b>Schedule 41: SMART Tariff (HV)</b>				
Monthly standing charge	£240.30			
Monthly Metering charge	£13.11			
Charge for each unit supplied during the following periods				
Profile	5	6	7	8
1. Weekday Nov & Feb	5.61p	5.59p	5.47p	5.45p
2. Weekday Dec & Jan	6.19p	6.08p	6.05p	6.03p
3. Weekday Peak Nov & Feb	11.21p	11.19p	11.05p	11.03p
4. Weekday Peak Dec & Jan	14.89p	14.77p	14.63p	14.58p
5. Night	1.94p	1.92p	1.90p	1.88p
6. Other times	3.53p	3.50p	3.49p	3.47p

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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