



Unifi Capped Energy
A Guaranteed Deal



Unifi Capped Energy January 2014 Offer
Pricing information 27th February 2012



SCOTTISHPOWER
The Energy People

Revised Unifi Capped Energy January 2014 Offer prices as a result of a change to our domestic prices applicable from 27th February 2012 can be found on the following pages. All other terms and conditions remain as per the original Unifi Capped Energy January 2014 Offer.

Finding your prices

To help find your own prices for this offer you will need the following information.

1 Your local 'Supply Area' for both Gas & Electricity

This can be found on the first page of your electricity bill using the diagram opposite. Simply match your local area number against the same number in the table.

S	10				

Standing Charge Options					
Pay monthly by Direct Debit					
Electricity Prices			excluding VAT		
Supply Area Code	Supply Area	Meter Type	Daily Service Charge	All kWh	
10	Eastern	Single Rate	39.16p	10.590p	
11	East Midlands	Single Rate	39.68p	10.681p	
12	London	Single Rate	43.40p	10.857p	
13	Manweb	Single Rate	45.10p	11.546p	
14	Midlands	Single Rate	41.02p	10.882p	

Standing Charge Options					
Pay monthly by Direct Debit					
Gas Prices			excluding VAT		
Supply Area Code	Supply Area	Daily Service Charge	All kWh		D
10	Eastern	44.64p	3.382p		
11	East Midlands	44.64p	3.336p		
12	London	44.59p	3.371p		
13	Manweb	44.51p	3.369p		

ScottishPower Gas and Electricity Prices

For domestic Unifi Capped Energy January 2014 Offer customers effective from 27th February 2012.

Standing Charge Options

Pay monthly by Direct Debit

Electricity Prices			excluding VAT		including VAT	
Supply Area Code	Supply Area	Meter Type	Daily Service Charge	All kWh	Daily Service Charge	All kWh
10	Eastern	Single Rate	39.16p	10.590p	41.12p	11.120p
11	East Midlands	Single Rate	39.68p	10.681p	41.66p	11.215p
12	London	Single Rate	43.40p	10.857p	45.57p	11.400p
13	Manweb	Single Rate	45.10p	11.546p	47.36p	12.123p
14	Midlands	Single Rate	41.03p	10.882p	43.08p	11.426p
15	Northern	Single Rate	44.51p	10.425p	46.74p	10.946p
16	Norweb	Single Rate	39.82p	11.176p	41.81p	11.735p
17	Scottish Hydro	Single Rate	39.19p	12.123p	41.15p	12.729p
18	ScottishPower	Single Rate	37.46p	11.652p	39.33p	12.235p
19	SEEBOARD	Single Rate	37.26p	11.244p	39.12p	11.806p
20	Southern	Single Rate	42.64p	10.899p	44.77p	11.444p
21	SWALEC	Single Rate	43.33p	11.449p	45.50p	12.021p
22	SWEB	Single Rate	44.97p	11.496p	47.22p	12.071p
23	Yorkshire	Single Rate	43.20p	10.560p	45.36p	11.088p

The Gas & Electricity Offer annual discount* and the Online Energy Service annual discount** may apply.

No Standing Charge Options

Pay monthly by Direct Debit

Electricity Prices			excluding VAT		including VAT	
Supply Area Code	Supply Area	Meter Type	First 225kWh used each quarter	All remaining kWh	First 225kWh used each quarter	All remaining kWh
10	Eastern	Single Rate	26.471p	10.590p	27.795p	11.120p
11	East Midlands	Single Rate	26.773p	10.681p	28.112p	11.215p
12	London	Single Rate	28.458p	10.857p	29.881p	11.400p
13	Manweb	Single Rate	29.836p	11.546p	31.328p	12.123p
14	Midlands	Single Rate	27.522p	10.882p	28.898p	11.426p
15	Northern	Single Rate	28.476p	10.425p	29.900p	10.946p
16	Norweb	Single Rate	27.325p	11.176p	28.691p	11.735p
17	Scottish Hydro	Single Rate	28.016p	12.123p	29.417p	12.729p
18	ScottishPower	Single Rate	26.844p	11.652p	28.186p	12.235p
19	SEEBOARD	Single Rate	26.355p	11.244p	27.673p	11.806p
20	Southern	Single Rate	28.192p	10.899p	29.602p	11.444p
21	SWALEC	Single Rate	29.022p	11.449p	30.473p	12.021p
22	SWEB	Single Rate	29.734p	11.496p	31.221p	12.071p
23	Yorkshire	Single Rate	28.080p	10.560p	29.484p	11.088p

The Gas & Electricity Offer annual discount* and the Online Energy Service annual discount** may apply.

ScottishPower Gas and Electricity Prices

For domestic Unifi Capped Energy January 2014 Offer customers effective from 27th February 2012.

Standing Charge Options

Pay monthly by Direct Debit

Gas Prices		excluding VAT		including VAT	
Supply Area Code	Supply Area	Daily Service Charge	All kWh	Daily Service Charge	All kWh
10	Eastern	44.64p	3.382p	46.87p	3.551p
11	East Midlands	44.64p	3.336p	46.87p	3.503p
12	London	44.59p	3.371p	46.82p	3.540p
13	Manweb	44.51p	3.369p	46.74p	3.537p
14	Midlands	44.22p	3.317p	46.43p	3.483p
15	Northern	44.22p	3.317p	46.43p	3.483p
16	Norweb	44.31p	3.296p	46.53p	3.461p
17	Scottish Hydro	44.22p	3.317p	46.43p	3.483p
18	ScottishPower	43.91p	3.288p	46.11p	3.452p
19	SEEBOARD	44.31p	3.333p	46.53p	3.500p
20	Southern	44.50p	3.359p	46.73p	3.527p
21	SWALEC	44.50p	3.359p	46.73p	3.527p
22	SWEB	44.22p	3.317p	46.43p	3.483p
23	Yorkshire	43.88p	3.244p	46.07p	3.406p

The Gas & Electricity Offer annual discount* and the Online Energy Service annual discount** may apply.

No Standing Charge Options

Pay monthly by Direct Debit

Gas Prices		excluding VAT		including VAT	
Supply Area Code	Supply Area	First 670kWh used each quarter	All remaining kWh	First 670kWh used each quarter	All remaining kWh
10	Eastern	9.462p	3.382p	9.935p	3.551p
11	East Midlands	9.416p	3.336p	9.887p	3.503p
12	London	9.444p	3.371p	9.916p	3.540p
13	Manweb	9.431p	3.369p	9.903p	3.537p
14	Midlands	9.339p	3.317p	9.806p	3.483p
15	Northern	9.339p	3.317p	9.806p	3.483p
16	Norweb	9.330p	3.296p	9.797p	3.461p
17	Scottish Hydro	9.339p	3.317p	9.806p	3.483p
18	ScottishPower	9.268p	3.288p	9.731p	3.452p
19	SEEBOARD	9.368p	3.333p	9.836p	3.500p
20	Southern	9.419p	3.359p	9.890p	3.527p
21	SWALEC	9.419p	3.359p	9.890p	3.527p
22	SWEB	9.339p	3.317p	9.806p	3.483p
23	Yorkshire	9.220p	3.244p	9.681p	3.406p

The Gas & Electricity Offer annual discount* and the Online Energy Service annual discount** may apply.

Domestic Unifi Capped Price Energy January 2014 Offer customers (ScottishPower Area):

Descriptions and Recommended Applications

These descriptions cover general principles. Actual prices charged vary from time to time, depend on choice of payment method, and are listed separately.

Domestic

This tariff has a Daily Service Charge, which applies regardless of usage and a single kWh rate for all electricity used.

The Domestic tariff is intended for customers who make use of electricity for general domestic purposes only.

For customers who are supplied on the "No Standing Charge" option, there is a primary block rate which is applied to the first 900kWh used per annum.

The "No Standing Charge" option will be of financial benefit to customers who use up to the primary block limit per annum.

Domestic Unifi Capped Price Energy January 2014 Offer customers (Manweb Area):

Descriptions and Recommended Applications

Domestic 'S'

This tariff has a Daily Service Charge, which applies regardless of usage and a single kWh rate for all electricity used.

The Domestic 'S' tariff is intended for customers who make use of electricity for general domestic purposes only.

For customers who are supplied on the "No Standing Charge" option, there is a primary block rate which is applied to the first 900kWh used per annum.

The "No Standing Charge" option will be of financial benefit to customers who use up to the primary block limit per annum.

STATEMENT

The Unifi Capped Energy January 2014 Offer - Terms and Conditions

This leaflet sets out the following terms and conditions between ScottishPower and you which will apply together to the Unifi Capped Energy January 2014 Offer:

- **The ScottishPower Gas and Electricity General Terms and Conditions** relate to your mains gas and electricity supply from us;
- **The Unifi Capped Energy January 2014 Offer Terms and Conditions** relate to your rights to the Unifi Capped Energy January 2014 Offer prices set out in this leaflet; and
- **The Unifi System Terms and Conditions** relate to your use of the Unifi Product.

ScottishPower Gas and Electricity

General Terms and Conditions for domestic customers

The provisions of parts 1, 2 and 4 of these terms and conditions apply to the supply of mains gas, and the provisions of parts 1, 3 and 4 apply to the supply of electricity, all as specified below.

PART 1 - MEANINGS

1. The words listed below have the following meanings in these terms and conditions and in the Application Form or Verbal Agreement and Letter (as applicable):

<i>Act</i>	in the <i>Gas Conditions</i> the Gas Act 1986 as amended from time to time and in the <i>Electricity Conditions</i> the Electricity Act 1989 as amended from time to time;	<i>Economic Loss</i>	loss of profits, revenues, interest, business, goodwill or commercial, market or economic opportunity, whether direct or indirect and whether or not foreseeable;
<i>Agreement</i>	the <i>Application Form</i> completed by you as accepted by us and the <i>Gas Conditions</i> and/or the <i>Electricity Conditions</i> (as applicable) or the <i>Verbal Agreement</i> (as applicable);	<i>Electricity Conditions</i>	parts 1, 3 and 4 of these terms and conditions;
<i>Annual Reassessment</i>	the time(s) during the year at which we check the payments that you have made against the cost of energy that you have used to determine the balance on your account and assess whether your monthly direct debit payments need to be increased or decreased;	<i>Electricity Supplier</i>	a person authorised to supply electricity under the Act;
<i>Application Form</i>	the application, incorporating some or all of these terms and conditions, made by you to us in writing for a supply of <i>Fuel</i> at the <i>Premises</i> or the <i>Online Application</i> (as applicable);	<i>Equipment</i>	in the <i>Gas Conditions</i> the meter(s) valves, pressure regulators, pipes, and the other apparatus used to transport, measure and control the supply of gas to the <i>Premises</i> and in the <i>Electricity Conditions</i> the lines carrying, and the equipment transmitting, electricity in the <i>Premises</i> ;
<i>Authority</i>	the Gas and Electricity Markets Authority;	<i>Fuel</i>	if in the <i>Application Form</i> or the <i>Verbal Agreement</i> (as applicable) you selected a supply of gas means mains gas, if you selected a supply of electricity means electricity and if you selected both, means mains gas and electricity;
<i>Connection Point</i>	the point at which the <i>Premises</i> are connected to the system for the distribution of electricity operated and/or owned by the <i>Distributor</i> ;	<i>Gas Conditions</i>	parts 1, 2 and 4 of these terms and conditions;
<i>Cancellation Period</i>	the period beginning with the date on which you entered into the Agreement with us and ending on the date which is 14 days after (but not including) that date;	<i>Gas Supplier</i>	a person authorised to supply mains gas under the Act;
<i>Deposit</i>	shall have the meaning given to it in Article 5(2) of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001;	<i>Letter</i>	the written letter from us to you which records and details the agreement between you and us in the <i>Verbal Agreement</i> ;
<i>Direct Debit Bonus Scheme</i>	means our scheme by which you may be entitled to receive a bonus payment applied to your account in the event that: <ul style="list-style-type: none">• your account is, after all relevant deductions, at least one hundred pounds Sterling (£100) in credit, but not more than five hundred pounds Sterling (£500) in credit, at the time of your Annual Reassessment; and• your payment option requires you to pay by monthly direct debit;	<i>Licence</i>	in the <i>Gas Conditions</i> the gas supply licence granted to us under the <i>Act</i> and in the <i>Electricity Conditions</i> the electricity supply licence granted to us under the <i>Act</i> ;
<i>disconnect, disconnection, disconnected</i>	in the <i>Gas Conditions</i> to stop gas passing from the mains gas pipeline system to the <i>Equipment</i> at the <i>Premises</i> and in the <i>Electricity Conditions</i> to stop electricity passing from the system for the distribution of electricity operated and/or owned by the <i>Distributor</i> to the <i>Equipment</i> at the <i>Premises</i> ;	<i>National Terms of Connection</i>	the agreement on the <i>Distributor's</i> national terms of connection, reference to which is printed after the end of these terms and conditions;
<i>Distributor</i>	the electricity distributor that operates and/or owns the electricity distribution network connected to the <i>Connection Point</i> through which electricity is conveyed to the <i>Premises</i> ;	<i>Online Application</i>	the application, incorporating some or all of these terms and conditions, made by you to us over the Internet, our Intranet and/or digital television for a supply of <i>Fuel</i> at the <i>Premises</i> ;
		<i>Online Energy</i>	the administrative and information service detailed in the <i>Agreement</i> as the "Online Energy Service" and/or such other administrative and information services as may be provided by us to you over the Internet, our Intranet and/or digital television in respect of a supply of <i>Fuel</i> at the <i>Premises</i> and specified by us to you at any time and from time to time;
		<i>Premises</i>	in respect of an <i>Application Form</i> the property identified in the <i>Application Form</i> as the "premises" or in respect of a <i>Verbal Agreement</i> the property identified in the <i>Letter</i> as the "premises";
		<i>Regulations</i>	the Electricity Safety, Quality and Continuity Regulations 2002 as amended or replaced from time to time;
		<i>Relevant Date</i>	the date on which the Cancellation Period ends;

ScottishPower Gas and Electricity

General Terms and Conditions for domestic customers

<i>Taxes</i>	VAT and any other tax, levy, charge or duty related to, or on, the supply of <i>Fuel</i> and/or the provision of the <i>Online Energy Service</i> . In addition, in the <i>Gas Conditions</i> also includes any such VAT and others payable to our gas suppliers and transporters and in the <i>Electricity Conditions</i> also includes any such VAT and others as we have to pay to those who distribute or transmit electricity for us;	2.3 Throughout the period of the <i>Agreement</i> you will be the owner or occupier of the <i>Premises</i> , which will be connected to the mains gas pipeline system.
<i>Transporter</i>	the gas transporter that operates and/or owns the mains gas pipeline system through which gas is conveyed to the <i>Premises</i> ;	3. EQUIPMENT
<i>Verbal Agreement</i>	the verbal agreement, incorporating some or all of these terms and conditions, between us and you for a supply of <i>Fuel</i> at the <i>Premises</i> as recorded and detailed in the <i>Letter</i> (as applicable) and the <i>Gas Conditions</i> and/or the <i>Electricity Conditions</i> (as applicable);	3.1 The quantity of gas supplied in energy terms shall be calculated in the manner described in the Licence, details of which are available from us.
<i>we, us, our</i>	ScottishPower Energy Retail Limited having its registered office at 1 Atlantic Quay, Glasgow G2 8SP;	3.2 You will allow the <i>Transporter</i> or any other person authorised by the <i>Transporter</i> or us at its expense to install, operate, maintain, repair or replace any <i>Equipment</i> on the <i>Transporter's</i> side of, but including, the meter(s), all of which shall remain the property of the <i>Transporter</i> or such authorised person.
<i>Working Day</i>	means any day other than Saturday, Sunday, Christmas Day, Good Friday or a bank holiday within the meaning of the Banking and Financial Dealings Act 1971.	3.3 You will pay the costs of any provision and/or installation of any mains, pipes or other plant or equipment which require to be installed, replaced, enlarged, extended or renewed in order to allow you to receive the supply of mains gas you require at the <i>Premises</i> .
<i>you, your, me,</i>	in respect of an <i>Application Form</i> the person customer identified in the <i>Application Form</i> as the "customer" or in respect of a <i>Verbal Agreement</i> the person identified in the <i>Letter</i> as the "customer".	3.4 If you wish to acquire your own meter(s) by purchase, hire or loan (otherwise than from us or the <i>Transporter</i>) and/or make your own meter reading arrangements, that meter or those meters and/or the meter reading arrangements must be acceptable to us.

PART 2 – GAS SUPPLY CONDITIONS

2. BEFORE WE ARE ABLE TO SUPPLY YOU

- 2.1 Our obligation to supply you with gas shall only come into force once you have given to us such information and taken such action required of you in order to enable us to obtain, and we have obtained, all authorisations or registrations required under the Act to enable us to provide a supply of gas to you at the *Premises*. While we expect those conditions will be fulfilled, if they have not been fulfilled within 3 months of the date of the *Application Form* or *Verbal Agreement* (as applicable), we may end the *Agreement* in relation to the supply of gas without any liability by giving notice to you in writing or in respect of an *Agreement* including the provision of the *Online Energy Service* by e-mail.
- 2.2 We shall complete the transfer, using the relevant supply industry processes, of the mains gas supply to the *Premises* from your existing Gas Supplier to us within 21 days following the end of the Cancellation Period, but that is subject to the following qualifications:
- you request us to carry out the transfer within a longer period;
 - the existing *Gas Supplier* has prevented the transfer in a way in which it is permitted to do under its gas supply licence;
 - we do not have all of the information we need to complete the transfer and:
 - we have taken all reasonable steps to obtain the missing information from you and/or your existing *Gas Supplier* and you and/or your existing *Gas Supplier* has not provided that information, or the information provided is incorrect; and
 - that information is not readily available to us from another source; or
 - we are prevented from completing the transfer due to any other circumstances caused by you.
- In any event we shall complete the transfer within 21 days of the date on which the applicable qualification(s) of this Condition 2.2 no longer apply to the transfer.
- 2.3 For the carrying out of any of the additional work which you may ask us, or we may have, to carry out and/or in connection with any attempt to disconnect or re-connect your supply, we may charge you, and you will pay, reasonable charges.
- #### 4. SAFETY AND EMERGENCIES
- 4.1 You will not use gas in a way which is likely to create any risk to the health or safety of any person or risk of damage to property or affect the supply of gas to other consumers.
- 4.2 If you suspect an escape of gas, or damage to any *Equipment* which might result in the escape of gas, you must notify the *Transporter* immediately. The telephone number is 0800 111 999. We will notify you if the telephone number changes.
- 4.3 If we are given a direction under any act of parliament or regulation prohibiting or restricting the supply of gas to specified persons, then for so long as the direction is in force and so far as is necessary or expedient for the purposes of or in connection with the direction:
 - we shall be entitled to discontinue or restrict the supply of gas to you, and
 - you will refrain from using, or will restrict your use of, gas as required by our instructions.
- 4.4 We will not have to supply the *Premises* with more gas than can be supplied by the *Transporter* and in accordance with the Act to the *Premises*.

ScottishPower Gas and Electricity

General Terms and Conditions for domestic customers

5. ENDING THE AGREEMENT

- 5.1 References in Condition 5 to the ending of the *Agreement* are in relation to the ending of the supply of gas.
- 5.2 The *Agreement* shall end on the date a new *Gas Supplier* is permitted by the relevant supply industry processes to supply gas to the *Premises*.
- 5.3 You may end the *Agreement* if you cease to either own or occupy the *Premises* and you give us 2 *Working Days*, or such lesser period as we may agree, notice prior to so ceasing, and the *Agreement* will end upon the expiry of such notice.
- 5.4 If you cease to own or occupy the *Premises* without giving us at least 2 *Working Days*' notice the *Agreement* will end on whichever of the following occurs sooner:
- the second *Working Day* after you do give notice to us that you have ceased either to own or occupy the *Premises* and have provided us with a completed lease or such other relevant documents as we may reasonably request from you, or
 - a new owner or occupier enters into a contract for the supply of gas to the *Premises*.
- 5.5 We may end the *Agreement* and/or disconnect your supply of gas at any time on giving 28 days' notice of our wish to end the *Agreement*, or at any time on giving you notice to that effect: if you fail to pay any amount due to us by the date upon which such amount was due, or
- if you are using gas for a different purpose than that for which we agreed to supply it, or
 - if you commit a material breach of the *Agreement*, and in each case the *Agreement* will end and/or we may disconnect your supply upon the expiry of such notice.
- 5.6 The *Agreement* may be ended immediately by either you or us by giving written notice to that effect to the other at any time after the *Authority* or the Secretary of State has revoked the *Licence*.
- 5.7 If a gas supply continues to be available at the *Premises* after the end of the *Agreement*, without another *Gas Supplier* obtaining all authorisations or registrations required under the *Act* to enable that *Gas Supplier* to provide a supply of gas to the *Premises*, or our commencing a supply of gas to the *Premises* under another arrangement, we will be entitled to charge you, and upon demand you will immediately pay to us, such amount as we may reasonably determine in respect of such supply until another *Gas Supplier* has obtained all authorisations or registrations required under the *Act* to enable that *Gas Supplier* to provide, or we under another arrangement commence, a supply of gas to the *Premises*.
- 5.8 If we increase the price or vary other terms of the *Agreement* to your significant disadvantage we will notify you of that increase or variation by giving you at least 30 calendar days' notice before the date the increase or variation takes effect. If you do not accept the increase or variation you are entitled to end the *Agreement* by giving us notice to end the *Agreement*, at any time prior to that increase or variation taking effect. If you give us that notice, the increase or variation will not take place. However the increase or variation will come into effect if, within 15 *Working Days* of you giving that notice to us, we do not receive notification through the relevant supply industry processes that another *Gas Supplier* will begin to supply the *Premises* within a reasonable period of time after that notice has been given by you.

PART 3 – ELECTRICITY SUPPLY CONDITIONS

6. BEFORE WE ARE ABLE TO SUPPLY YOU

- 6.1 Our obligation to supply you with electricity shall only come into force once you have given to us such information and taken such action required of you in order to enable us to obtain, and we have obtained, all authorisations or registrations required under the *Act* to enable us to provide a supply of electricity to you at the *Premises*. While we expect those conditions will be fulfilled, if they have not been fulfilled within 3 months of the date of the *Application Form* or *Verbal Agreement* (as applicable), we may end the *Agreement* in relation to the supply of electricity without any liability by giving notice to you in writing or in respect of an *Agreement* including the provision of the *Online Energy Service* by e-mail.
- 6.2 We shall complete the transfer, using the relevant supply industry processes, of the electricity supply to the *Premises* from your existing Electricity Supplier to us within 21 days of the end of the Cancellation Period, but that is subject to the following qualifications:-
- (i) you request us to carry out the transfer within a longer period;
 - (ii) the existing *Electricity Supplier* has prevented the transfer in a way in which it is permitted to do under its electricity supply licence;
 - (iii) we do not have all of the information we need to complete the transfer and:
 - (a) we have taken all reasonable steps to obtain the missing information from you and/or your existing *Electricity Supplier* and you and/or your existing *Electricity Supplier* has not provided that information, or the information provided is incorrect; and
 - (b) that information is not readily available to us from another source;
 - (iv) we are prevented from completing the transfer due to any other circumstances caused by you.
- In any event we shall complete the transfer within 21 days of the date on which the applicable exception(s) of this Condition 6.2 no longer apply to the transfer.
- 6.3 If the electricity meter(s) at the *Premises* are not of a type suitable for your payment option, you agree that we shall not be under any obligation to seek registration as the *Electricity Supplier* for the *Premises* and where those circumstances come to our attention:
- when we are in the process of being registered, we may seek to withdraw from that registration process; or
 - after we have been registered, we may seek our de-registration and the re-registration of your previous supplier of electricity, and we may end the *Agreement* in relation to a supply of electricity without any liability by giving notice to you in writing or in respect of an *Agreement* including the provision of the *Online Energy Service* by e-mail.
- 6.4 Throughout the period of the *Agreement* you will be the owner or occupier of the *Premises*, which will be connected at the *Connection Point*.
- 6.5 We will not be under any obligation to supply any electricity to the *Premises* at any time or from time to time in excess of the maximum amounts which you are entitled to take through the *Connection Point*.
- #### 7. EQUIPMENT
- 7.1 The quantity of electricity supplied to the *Connection Point* shall be measured by the meter(s).
- 7.2 You will allow the *Distributor* or any other person authorised by the *Distributor* or us at its expense to install, operate, maintain, repair or replace any of the *Distributor*'s apparatus on the *Distributor*'s side of, but including, the meter(s), all of which shall remain the property of the *Distributor* or such authorised person.

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- 7.3 If you wish to acquire your own meter(s) by purchase, hire or loan (otherwise than from us or the *Distributor*) and/or make your own meter reading arrangements, that meter or those meters and/or the meter reading arrangements must be acceptable to us.
- 7.4 If you exercise your rights under Condition 7.3, you will arrange that you are entitled, or have the consent of any relevant third party to allow you, to use any meter(s) or other similar equipment installed at the *Premises* which will be used for measuring the amount of electricity consumed at the *Premises* or otherwise in connection with the supply of electricity to the *Premises*. Where you arrange for your meter(s) to be read or operated by any other person, you will indemnify us against any loss or damage suffered by us in consequence of an act or omission of that person.
- 7.5 You will allow any operational metering equipment which the *Distributor* or any other person authorised by the *Distributor* or us installs at the *Premises* to remain in place.
- 7.6 For the carrying out of any of the additional work which you may ask us, or we may have, to carry out and/or in connection with any attempt to disconnect or re-connect your supply, we may charge you, and you will pay, reasonable charges.
- 8. SAFETY AND EMERGENCIES**
- The supply of electricity to the *Connection Point* may be disconnected or altered at our sole discretion if we consider it necessary to do so:
- to avoid danger, or because failure to disconnect or to alter that supply would involve us being in breach of the Act or the Regulations; or
 - to avoid failure of or interference with our supply of electricity to any other person caused by any failure by you to comply with your obligations under the Regulations; or
 - if and to the extent that the *Distributor* disconnects or reduces the maximum capacity of the *Connection Point*; or
 - in the event of any breach of the Agreement by you,
- and the supply of electricity to the *Connection Point* may be disconnected or altered on each occasion for such period as we in our sole discretion may consider necessary. Where the disconnection of the supply of electricity to the *Connection Point* is due to your act or omission, any restoration of that supply may be conditional upon you paying a reasonable restoration charge.
- 9. ENDING THE AGREEMENT**
- 9.1 References in Condition 9 to the ending of the Agreement are in relation to the ending of the supply of electricity.
- 9.2 The Agreement shall end on the date a new *Electricity Supplier* is permitted by the relevant supply industry processes to supply electricity to the *Premises*.
- 9.3 You may end the Agreement if you cease to either own or occupy the *Premises* and you give us 2 Working Days', or such lesser period as we may agree, notice prior to so ceasing, and the Agreement will end upon the expiry of such notice.
- 9.4 If you cease to own or occupy the *Premises* without giving us at least 2 Working Days' notice the Agreement will end on whichever of the following occurs sooner:
- the second Working Day after you do give notice to us that you have ceased either to own or occupy the *Premises* and have provided us with a completed lease or such other relevant documents as we may reasonably request from you, or
 - a new owner or occupier enters into a contract for the supply of electricity to the *Premises*.
- 9.5 We may end the Agreement and/or disconnect your supply of electricity at any time on giving 28 days' notice of our wish to end the Agreement, or at any time on giving you notice to that effect:
- if you fail to pay any amount due to us by the date upon which such amount was due, or
 - if you are using electricity for a different purpose than that for which we agreed to supply it, or
 - if you commit a material breach of the Agreement, and in each case the Agreement will end and/or we may disconnect your supply upon the expiry of such notice.
- 9.6 The Agreement may be ended immediately by either you or us by giving written notice to that effect to the other at any time after the Authority or the Secretary of State has revoked the Licence.
- 9.7 If an electricity supply continues to be available at the *Premises* after the end of the Agreement, without another *Electricity Supplier* obtaining all authorisations or registrations required under the Act to enable that *Electricity Supplier* to provide a supply of electricity to the *Premises*, or our commencing a supply of electricity to the *Premises* under another arrangement, we will be entitled to charge you, and upon demand you will immediately pay to us, such amount as we may reasonably determine in respect of such supply until another *Electricity Supplier* has obtained all authorisations or registrations required under the Act to enable that *Electricity Supplier* to provide, or we under another arrangement commence, a supply of electricity to the *Premises*.
- 9.8 If we increase the price or vary other terms of the Agreement to your significant disadvantage we will notify you of that increase or variation by giving you at least 30 calendar days' notice before the date the increase or variation takes effect. If you do not accept the increase or variation you are entitled to end the Agreement by giving us notice to end the Agreement, at any time prior to the increase or variation taking effect. If you give us that notice, the increase or variation will not take place. However the increase or variation will come into effect if, within 15 Working Days of you giving that notice to us, we do not receive notification through the relevant supply industry processes that another *Electricity Supplier* will begin to supply the *Premises* within a reasonable period of time after that notice has been given by you.
- 10. NATIONAL TERMS OF CONNECTION**
- You agree that by entering into the Agreement, you are also entering into an agreement with the *Distributor* on the terms and conditions of the *National Terms of Connection*.
- PART 4 - OTHER CONDITIONS**
- 11. COMMENCEMENT AND CONTINUATION OF AGREEMENT**
- 11.1 You appoint us as your agent for the purpose of allowing us on your behalf to terminate other gas and/or electricity contracts (if any) as may be required in order to allow the Agreement to come into force.
- 11.2 Subject to Condition 11.3, if you have selected a supply of gas and electricity then even if our obligation to supply gas or electricity does not come into force or we end the Agreement in relation to a supply of gas or electricity the Agreement will continue in full force and effect in relation to the other Fuel.
- 11.3 If you have selected a supply of gas and electricity and we are not registered, or we are de-registered, as the *Electricity Supplier* for the electricity supply to the *Premises* in the circumstances described in Condition 6.2, and you no longer wish us to supply gas to the *Premises*, at your request:

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- unless we have done so already, we will not seek registration as the *Gas Supplier* for the *Premises*; or
 - if we are in the process of being registered as the *Gas Supplier* for the *Premises*, we will seek to withdraw from that registration process; or
 - after we have been registered as the *Gas Supplier* for the *Premises*, we will seek our de-registration and the re-registration of your previous supplier of gas,
- and we may end the *Agreement* in relation to a supply of gas without any liability by giving notice to you in writing or in respect of an *Agreement* including the provision of the *Online Energy Service* by e-mail.

12. TRANSFER OF CHARGES

- 12.1 If we have made any payment to your previous supplier(s) of gas or electricity in respect of charges for the supply of gas or electricity to you at the *Premises* then we will be entitled to recover from you the amount of those charges together with our reasonable costs in recovering this amount. We will either add that sum to your next invoice(s) or at our option spread it over such number of invoices as we may decide, except where you have any prepayment meter(s) when we may adjust the prepayment meter(s) to recover that sum.
- 12.2 If you end the *Agreement* in relation to the supply of gas and/or electricity and leave unpaid charges payable under the *Agreement* for gas and/or electricity which we have supplied to you, then (where we are entitled to do so in terms of the *Licence*) we may transfer the right to recover those unpaid charges to another supplier who has, or other suppliers who have, commenced the supply of gas or electricity to you at the *Premises*.

13. ACCESS, PAYMENT AND EQUIPMENT

- 13.1 You will allow the *Transporter*, *Distributor* or any other person authorised by the *Transporter*, *Distributor* or us full, free and safe rights of access to the *Premises* at all times if the *Transporter*, *Distributor* or we think it is necessary to cut off and/or disconnect the supply of *Fuel* to avoid danger to life or property and at all reasonable times for any other purpose authorised by the *Act*.
- 13.2 Subject to Condition 13.3, we will bill you and you will pay us for a supply of *Fuel* made by us in accordance with the payment option, and at the price applying to that payment option, as specified in the *Application Form* or in the *Verbal Agreement* and recorded and detailed in the Letter (as applicable).
- 13.3 When you fail to make a payment at any time or from time to time under the terms of the payment option agreed between you and us, we will be entitled to replace that payment option with an alternative payment option, and you will pay us in accordance with that alternative payment option, at the price applicable to that alternative payment option, as specified by us to you at that time.
- 13.4 In relation to a supply of gas where the *Transporter* is not the gas transporter whose transportation charges our prices are based on, you will also pay the additional amount (if any) specified as being payable in those circumstances in the *Application Form* or in the *Verbal Agreement* and recorded and detailed in the Letter (as applicable).
- 13.5 We may increase any of the prices and/or charges at any time or from time to time and we may reduce any of the prices and/or charges at any time or from time to time. If we so increase any of the prices and/or charges, we will notify you in accordance with Condition(s) 5.8 and/or 9.8 (as applicable).

- 13.6 In addition to the price and/or any charge, you will pay any *Taxes* other than any tax payable by us on our income or profits.
- 13.7 When your payment option does not require you to pay by direct debit or prepayment meter(s), you will pay to us the full amount of the charges payable under the *Agreement*, within 7 days of the date of a bill, (a) in respect of an *Agreement* other than an *Agreement* including the provision of the *Online Energy Service*, by post with a cheque or postal order, or at any place which has facilities for receiving such payments on our behalf, (b) in respect of an *Agreement* including the provision of the *Online Energy Service*, over the internet and/or digital television by debit card or (c) as otherwise agreed between us and you.
- 13.8 Where we bill you, if information on the quantity of *Fuel* supplied by us is not available we may bill you on the basis of estimated readings for your likely consumption. When that information is available, we will make the appropriate adjustment, if any, to your next bill. Where you have any prepayment meter(s), if the amount you pay to us by use of prepayment meter card(s) or key(s) is less than the charge for the consumption taken through the prepayment meter(s), you will pay us the difference by our adjusting the prepayment meter(s) or requiring you to pay a lump sum to us.
- 13.9 If you pay to us at any time or from time to time an amount which is less or more than the amount due we may apply that payment as we decide.
- 13.10 On each occasion that you pay to us in full and final settlement of the amount due an amount which is less than the amount due, should we accept such payment that does not mean that we agree to that payment being full and final settlement of the amount due. You agree that:
- we can retain such payment as part-payment towards the amount due without the requirement for us to notify you of our rejection of that part-payment as full and final settlement of the amount due; and
 - our retention of such payment will not prevent us recovering from you the amount due which we consider remains to be paid.
- 13.11 We will be entitled at any time and from time to time to set off any liability that you have to us against any liability that we have to you.
- 13.12 We may charge you, and you will pay us, all reasonable costs, charges and expenses (including, without limiting the generality, all legal costs) incurred by us in relation to any breach by you of the *Agreement*, including any such costs, charges, expenses and legal costs) incurred in recovering any amount which is not paid by you on the date payment was due.
- 13.13 If we find that you were previously a customer of ours and that there are still amounts outstanding to us in respect of your previous account(s) with us, we may apply those outstanding amounts to any amounts due to us in terms of the *Agreement* and we will confirm this in writing to you. This sub-clause 13.13 will not apply to you if you are a prepayment customer unless you consent to it.
- 13.14 If any charges are outstanding from the date of the first reminder we can charge you interest from the date payment was due at the annual rate of 2% above the base lending rate of The Royal Bank of Scotland plc from time to time (or its equivalent if a base lending rate is not quoted by The Royal Bank of Scotland plc) on those charges.
- 13.15 If the customer comprises more than one person, all agreements and obligations entered into in the *Agreement* by the customer are entered into

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jointly and severally by each of the persons comprising the *customer*. We may take action against any one or more of the persons comprising the *customer* and/or may release in whole or in part the liability of any one or more of those persons under the *Agreement* or grant any relaxation without affecting the liability of the other of those persons.

13.16 *You* will pay to *us* such reasonable deposit by way of security as *we*, consistent with the *Licence*, may at any time or from time to time request. If *we* make such a request prior to the commencement of the supply of *Fuel* under the *Agreement*, that supply will not start until that deposit has been provided.

13.17 *You* will be responsible at all times for the *Equipment* on *your* side of the meter(s) and at *your* expense will procure that it is maintained in good working order and condition, and is operated in compliance with the *Act*.

13.18 The reading shown on the register of the meter(s) shall be regarded as prima facie evidence of the amount of *Fuels* supplied to the *Premises*. However, if either *you* or *we* dispute the accuracy of such reading, arrangements shall be made for such meter to be inspected and tested under the *Act*. If a meter is found to be operating within the limits of accuracy required by the *Act*, the cost of inspection and testing that meter will be borne by whoever disputed the accuracy of that meter.

13.19 *You* must take reasonable care to keep the meter(s) measuring the supply of *Fuel* to the *Premises* free from damage or interference. If *you* do not *you* must pay *us* for the reasonable costs:

- paid or incurred by *us* to repair or replace it or them; or
- incurred by *us* or any person authorised by *us* in responding to a request for any attendance due to a failure by *you* to take reasonable care of the meter(s).

14. DIRECT DEBIT BONUS SCHEME

14.1 In the event that *your* payment option is monthly direct debit, at *your Annual Reassessment* *we* shall calculate the bonus, if any, payable to *you* under the *Direct Debit Bonus Scheme* in accordance with the criteria available by contacting *us* and as detailed on *our* website at www.scottishpower.co.uk/dbonus, as may be amended by *us* from time to time. Any bonus payable to *you* shall be detailed on *your Annual Reassessment* statement.

14.2 In the event that *we* are unable to determine the net amount of credit in *your* account due to technical issues or failure by *you* to provide an accurate up-to-date meter reading on request, *we* shall be entitled to delay paying *you* any applicable bonus until such issues are resolved.

14.3 Only one bonus payment under the *Direct Debit Bonus Scheme* may be payable to *you* in a twelve (12) month period.

14.4 In the event that *you*:

- have left *us* or *we* are notified that *you* intend to leave *us* prior to the *Annual Reassessment* date; or
- are in breach of any of *your* obligations under these terms and conditions; or
- *you* default in *your* direct debit payments,

you shall not be entitled to any bonus payment under the *Direct Debit Bonus Scheme*.

14.5 For the avoidance of doubt, the *Direct Debit Bonus Scheme* shall only apply to credit which has accumulated as a direct result of overpayment in accordance with direct debit instruction, as required by *us*. Any sums paid directly into *your*

account by *you* at *your* request will be disregarded for the purposes of calculating any bonus payable.

14.6 In the case of any dispute with regard to the amount of any bonus paid to *you* in accordance with the *Direct Debit Bonus Scheme*, *our* decision will be final and binding.

14.7 Any overpayment received by *us* from *you* shall not constitute a deposit.

14.8 *We* reserve the right to withdraw the *Direct Debit Bonus Scheme* at any time. Any such withdrawal will be notified to *you*.

15. GENERAL

15.1 If requested by *us* at any time *you* will give to *us* all the information *we* reasonably require to enable *us* to operate the *Agreement*.

15.2 *You* can obtain details of *our* products and prices by going to *our* website: www.scottishpower.co.uk, or by writing to *us* at "ScottishPower Energy Retail, Customer Care, Cathcart Business Park, Spean Street, Glasgow, G44 4BE".

15.3 *We* will provide *you*, on an annual basis, in writing or by e-mail, with details of the guaranteed standards which *we* have to comply with by law. Those details include information on the compensation arrangements to enable *you* to make a claim for the occasions when *we* fail to meet the guaranteed standards. Those details of the guaranteed standards are available on *our* website: www.scottishpower.co.uk or by writing to *us* at "ScottishPower Energy Retail, Customer Care, Cathcart Business Park, Spean Street, Glasgow, G44 4BE".

15.4 *We* will provide *you*, in writing or by e-mail, on each bill or statement of account, which *we* send to *you*, with details of *our* procedures to enable *you* to make a complaint against *us*. In addition *our* Complaints Handling Charter is available on *our* website: www.scottishpower.co.uk or by writing to *us* at "ScottishPower Energy Retail, Customer Care, Cathcart Business Park, Spean Street, Glasgow, G44 4BE".

15.5 So long as events or circumstances outside *our* or *your* reasonable control prevent either *us* or *you* from complying with any of *our* or *your* respective obligations under the *Agreement*, other than with respect to payment, *we* or *you*, as the case may be, will be excused for such failure. The performance by *you* or by *us* of obligations under the *Licence* or the *Act* or any other relevant legislation will not constitute breach of any provision of the *Agreement*.

15.6 Notices under the *Agreement* (a) shall be in writing and shall be delivered by hand or post to *you* at the *Premises* or *us* at ScottishPower Energy Retail, PO Box 7111, Cathcart Business Park, Glasgow G44 4BE or such other address notified to *us* or *you* for this purpose or (b) in respect of an *Agreement* including the provision of the *Online Energy Service* where notice can be given by e-mail, may alternatively be sent to *us* or *you* at the e-mail address given for *us* or *you* in the *Agreement* or such other e-mail address notified to *us* or *you* for this purpose.

15.7 *We* may assign and transfer any or all of *our* whole rights and obligations under and in terms of the *Agreement* (including any monies payable to *us*) to another party provided they have obtained all the licences and approvals from the Authority or other regulatory authorities necessary for them to supply *Fuel* to *you* at the *Premises*. As a result that party will acquire the rights and assume the obligations as if it had been the original party to the *Agreement* with *you*. *We* will be released from all of *our* obligations under the *Agreement* so assigned and transferred, and, from then on, *your* dealings will be with that party in respect of

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the rights and obligations assigned and transferred. *You* cannot assign or transfer any of *your* rights or obligations under the *Agreement* without first of all obtaining *our* consent in writing or in respect of an *Agreement* including the provision of the *Online Energy Service* by e-mail.

- 15.8 If we are required by any court, competent authority or the *Authority* to amend the *Agreement*, or need to do so to reflect any change in the *Licence* or any order made in terms of the *Act*, we may do so and will notify *you* of the changes.
- 15.9 In respect of a *Verbal Agreement* (a) the details recorded in the Letter shall be conclusive as to the terms of the *Verbal Agreement*, (b) *you* confirm that the information given by *you* in the *Verbal Agreement* as recorded and detailed in the *Letter* is complete and correct and (c) *you* accept that the supply of gas and the supply of electricity will each start as soon as is practicable after the date of the *Verbal Agreement*.
- 15.10 It is our intention that all the terms of the contract between *us* and *you* are contained in these terms and conditions and in the brochures and specifications provided to *you* which relate to the *Agreement*.
- 15.11 The *Agreement* shall be construed and implemented in accordance with English law if the *Premises* are in England and Wales and in accordance with Scots law if the *Premises* are in Scotland.

16. ONLINE ENERGY SERVICE

In respect of an *Agreement* including the provision of the *Online Energy Service*:

- to use the *Online Energy Service*, *you* must at *your* own cost and expense provide a suitable personal computer and modem and any other hardware and software necessary to enable *you* to access the *Online Energy Service* at any time or from time to time;
- *you* must provide *us* with an up to date e-mail address at all times;
- *you* will be required to enter a username and a password in order to gain access to the *Online Energy Service*. *You* are solely responsible for maintaining the security of *your* username and password;
- *you* must follow the rules for the use of the *Online Energy Service* detailed on *our* web site at any time and from time to time. Should *you* not do so, *we* shall be entitled to charge *you* the reasonable charge for each instance of *your* not following a rule specified on *our* web site at that time;
- *you* or *we* may at any time withdraw from the *Agreement* in relation to the *Online Energy Service* by giving notice to that effect to the other and the *Agreement* will continue in full force and effect in relation to an *Agreement* not including the provision of the *Online Energy Service*;
- *we* can suspend any or all of the *Online Energy Service* at any time and from time to time for such period as *we* in *our* sole discretion consider necessary to allow *us* to inspect, maintain, renew, repair or revise *our* web site;
- in performing the *Online Energy Service* *our* obligation is only to exercise the reasonable care and skill which would be exercised by a competent provider of such services in the same circumstances.

17. CONTINUING OBLIGATIONS

The ending of the *Agreement* shall not affect any of *your*, the *Distributor's* or *our* rights, remedies or obligations which may have accrued before or as a result of the ending of the *Agreement* and shall not affect any of *your*, the *Distributor's* or *our* rights, remedies or obligations which either expressly or by implication in the *Agreement* are stated to continue after the ending of the *Agreement*.

18. LIMITATION OF LIABILITY

If *we* fail to comply with any term of the *Agreement*, or are negligent, *you* may be entitled under the general law to recover compensation from *us* for any loss or damage *you* have suffered. However, *we* will not be required to compensate *you* for loss or damage caused by anything beyond *our* reasonable control, or for any loss or damage which is consequential, indirect or financial or arises from or amounts to Economic Loss or wasted expenses, other than where *you* are entitled to recover compensation for such loss or damage under the general law in relation to death, personal injury or fraudulent misrepresentation. Provided that *our* total liability in respect of all claims for such loss or damage, save for that occurring through death, personal injury or fraudulent misrepresentation, arising in any one calendar year shall not exceed £1,000,000.

19. USE OF PERSONAL INFORMATION

- 19.1 Information *you* provide to *us* or *our* agents or contractors or *we* otherwise hold (whether or not under the *Agreement*) may be used by *us* and/or given to and used by other companies in *our* group of companies, *our* agents and/or *our* contractors:
- to identify *you* when *you* make enquiries or to contact *you* through mail, telephone, e-mail, SMS text or other electronic means;
 - to help administer any accounts, services and products provided by *our* group of companies now or in the future;
 - for market research and analysis or for demonstrating and testing computer systems;
 - to help *us*, other companies in *our* group of companies, *our* agents and/or *our* contractors to detect debt, fraud or loss;
 - use information to identify offers tailored to *your* needs including but not limited to, tailored energy efficiency advice;
 - to inform *you* about services and products which may be of interest to *you* (if *you* have consented to *us* doing so), including by visit, email, phone SMS text or other forms of electronic communications; and
 - for all purposes reasonably ancillary to any of those purposes.

We may also transfer *your* data to countries outwith the EEA (European Economic Area) for the purposes of managing *your* account, for the provision of *our* services and products to *you* and for marketing purposes.

- 19.2 For the purposes of managing *your* account and tailoring *our* services to *your* needs, *we* may use an automated scoring system which uses information about *you* from credit reference agencies.
- 19.3 *We* may monitor and/or record communications with *you* (including telephone conversations and e-mails) to confirm *your* identity, ensure security, help maintain service quality and for training purposes.
- 19.4 When *you* apply to *us* to open an account, *we* may check the following records relating to *you* and others (see 19.5 below):
- our* own;
 - records held by Credit Reference Agencies ('CRAs') and when CRAs receive a search from *us*, they will place a search footprint on *your* credit file and that may be seen by other lenders/organisations. CRAs supply to *us* both public (including the electoral register) and shared credit and fraud prevention information; and
 - records held by Fraud Prevention Agencies ('FPAs').

Such checks may be used for assessing applications, verifying identity and for preventing crime and money laundering. *We* may also make periodic searches at CRAs and FPAs to manage *your* account/s with *us*.

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- 19.5 If you tell us that you have a spouse or financial associate, we will link you together so you must be sure that you have their agreement to disclose information about them. CRAs also link you together and these links will remain on your and their files until such time as you or your spouse or financial associate successfully file for disassociation with the CRAs.
- 19.6 Information on applications may be sent to CRAs and recorded by them. Where you receive products and/or services from us, we may give details of your account/s and how you manage it/them to CRAs and if you do not pay for the products/services in full and on time, CRAs may record the outstanding debt. This information can be supplied to other organisations by CRAs and FPAs to perform similar checks and to trace your whereabouts and recover debts that you owe. Records remain on file for 6 years after they are closed, whether settled by you or defaulted.
- 19.7 If you give us false or inaccurate information and we suspect or identify fraud, we will record this and may also pass this information to FPAs and other organisations involved in crime and fraud prevention to prevent fraud and/or money laundering. If we suspect or detect theft of mains gas and/or electricity from the Premises, we will record the details and we may share them with the police and/or other law enforcement bodies. In such circumstances, we may record details of any relevant criminal offences that you have or may have committed.
- 19.8 If you have received products and/or services from us and do not make payments that you owe us, we will trace your whereabouts and recover debts. Such tracing may include sharing information about you with other mains gas and/or electricity suppliers.
- 19.9 We may transfer any debt that you owe us, to another organisation, by providing them with relevant details, and that organisation will become the owner of that debt.
- 19.10 Where we are advised that you owe any debt to your previous supplier(s) of gas and/or electricity (as applicable), you permit us to contact your previous supplier(s) for details of the debt you owe. Where we are advised that another Gas Supplier and/or Electricity Supplier has received a request to supply gas and/or electricity (as applicable) to the Premises, we may provide details of any debt you owe us to that Gas Supplier and/or Electricity Supplier. We may ask your previous Gas Supplier and/or Electricity Supplier(s) for information about you to help us take over your gas and/or electricity supply. We may also provide your new Gas Supplier and/or Electricity Supplier with information about you to help them take over your gas and/or electricity supplies. We may provide information about you to another gas and/or electricity supplier to help settle disputes about the supply of gas and/or electricity to your Premises.
- 19.11 Your data may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law, or by a regulatory body. We will seek to provide anonymised or aggregated data but there may be circumstances where it is necessary to provide personal information and in those circumstances we shall do so.
- 19.12 Information about you may have to be shared with government bodies where required for the purpose of government initiatives. Such sharing of personal information will only be done where it is necessary and wherever possible, we will make sure appropriate safeguards are in place.
- 19.13 If we reasonably believe that you (or any member of your household) has particular needs which are relevant to the supply of gas and/or electricity to your Premises, we may record relevant information about you and/or such member. We will use this information to make sure that your circumstances are recognised in our dealings with you. We may disclose such information for relevant purposes to:
- social service departments, charities, health-care and other support organisations if we believe it is in your vital interests to do so;
 - another Gas Supplier and/or Electricity Supplier if we believe you are considering changing Gas Supplier and/or Electricity Supplier; and
 - the applicable Transporter, Distributor, or metering agents.
- 19.14 You are entitled to a copy of the data held about you on our systems on payment of a fee. You can also be given more detail of how your data is used by us, CRAs and FPAs by writing to: Data Protection Representative, ScottishPower Energy Retail, Section 5, Cathcart Business Park, Spean Street, Glasgow G44 4BE. You can contact the CRAs currently operating in the UK. The information they hold may not be the same so it may be worth contacting them all. They will charge you a small fee.
- Call Credit, Consumer Services Team, PO Box 491, Leeds LS3 1WZ or call 0870 0601414.
 - Equifax, Credit File Advice Centre, PO Box 3001, Bradford BD1 5JS or call 0870 0100583.
 - Experian, Consumer Help Service, PO Box 8000, Nottingham NG80 7WF or call 0870 2416212.

NOTE: Clauses 19.4 - 19.6 apply only to those customers who applied for products and/or services from us since 1 October 2001.

ScottishPower Gas and Electricity

General Terms and Conditions for domestic customers

This comprises the ScottishPower Gas and Electricity General Terms and Conditions for Domestic Customers.

NATIONAL TERMS OF CONNECTION

Your supplier is acting on behalf of your network operator to make an agreement with you. The agreement is that you and your network operator 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 network operator 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,
6th Floor, Dean Bradley House,
52 Horseferry Road,
London, SW1P 2AF
Phone 0207 706 5137,
or see the website at www.connectionterms.co.uk

FOR INFORMATION: SUPPLY CHARACTERISTICS

The electricity delivered to the Premises through the electricity distribution network system will normally be at one of the voltages stated below and will have the frequency, number of phases, and margins of variation associated with it:

- Connection voltage and permitted variations: at 400/230, 460/230, and 230 volts – plus 10% or minus 6%;
- Number of phases of supply: at 400/230 volts – three; at 460/230 volts and 230 volts – one.
- Frequency of supply and permitted variations: at all voltage levels – 50 hertz, plus or minus 1%.

ScottishPower Energy Retail Limited
Registered Office 1 Atlantic Quay, Glasgow G2 8SP
Registered in Scotland No. 190287

ScottishPower Gas and Electricity

Unifi System Terms & Conditions

These Unifi System Terms and Conditions ("**Terms**") are in addition to the ScottishPower Gas and Electricity General Terms and Conditions for Domestic Customers (as supplemented by the Unifi Capped Energy January 2014 Offer Terms and Conditions) (together the "**Unifi Terms**").

1 DEFINITIONS

Where we use these words in the *Unifi Terms*, they will have the following meanings:

Agreement means your application form to us for a supply of combined gas and electricity under our Unifi Capped Energy January 2014 offer, together with the *Unifi Terms* and the *Letter* from us to you (as applicable) and the accompanying direct debit notification (as applicable) or the *Verbal Agreement* (as applicable);

Applicable Laws means any and all laws, common laws, statutes, bye laws, EU directives, regulations, orders or rules of court or delegated or subordinate legislation whether now or hereafter in effect which in any way applies to, affects or impinges upon the matters referred to in this *Agreement* or the performance of obligations under this *Agreement*;

Description means the following description of the Unifi System:

The *Unifi System* provides information on the electricity your household uses in either kilowatt hours or in pounds and pence and it allows you to track up to six individual appliances to see how much electricity they use. It allows you to set targets for reducing the amount of electricity you use. Where switchable plugs are used you can control your appliances from your in-home display, from your iPhone or the *Unifi Website*. The display holds up to 4 weeks of consumption and information but the website holds a complete record over several months and years.

The *Unifi Website* allows you to set timers for your controllable uniplugs so you can schedule each of your uniplugs to switch appliances on and off at certain times. The *Unifi Website* can allow you to set up email alerts.

The Unifi iPhone app can (subject to terms and conditions) be downloaded from iTunes or the App Store. The Unifi app gives you access to the key features of the *Unifi System*, such as the power to turn your uniplugs on and off or view your electricity consumption. All other tasks, such as changing your profile or managing your schedule can be done on the *Unifi Website*;

Intellectual Property Rights means any and all intellectual property rights of whatever nature and in whatever form including without limitation inventions, patents, trade marks, service marks, registered designs, domain names, pending applications for any of the foregoing, trade and business names, brand names, unregistered trade marks and service marks, unregistered designs and rights in designs, copyrights and rights in the nature of copyright, database rights, moral rights, performers rights, know-how, trade secrets and all other similar or equivalent industrial, intellectual or commercial rights or property subsisting under the laws of each and every jurisdiction throughout the world whether registered or not, and whether vested, contingent or future, and all reversions, renewals and extensions of any of the foregoing, and all rights under licences, consents, orders, statutes or otherwise in relation to any of the foregoing;

Letter means the written letter from us to you which records and details the agreement between you and us including any *Verbal Agreement*;

Premises means your private domestic residential premises as identified in the application form and / or the *Letter*;

Products means the following components of the *Unifi System*:

Display – the centre of your *Unifi System*. It shows how much electricity your home uses as well as how much the individual monitored appliances use. You can use the display to control the power to the appliances.

1 x Uniplug – measures the consumption of the appliance plugged into it and allow you to control the appliance remotely;

Bridge – allows you to connect your *Unifi System* to the web where you can manage your system remotely;

Ethernet cable – to connect the Bridge to your Internet router.

Transmitter – the transmitter that, along with the Sensor, measures the consumption of your entire house and transmits it to the display.

Sensor – a clip-on sensor for measuring the consumption of the house.

Batteries – 3 x AA batteries for the transmitter.

2 x Power Supplies – these are identical, one for the display and one for the bridge;

Services means the access to and use of the *Unifi Website* and access to the Unifi iPhone app;

Start Date means the date when you receive written confirmation of the *Agreement*.

Term means the period beginning on the date of the *Agreement* and ending 31st December 2013 unless earlier terminated in accordance with these *Terms*;

Unifi System means the *Products* and *Services* provided under this *Agreement*;

Unifi Website means <http://www.scottishpower.co.uk/myaccount>; and select "Unifi";

Verbal Agreement means the verbal agreement, incorporating some or all of the *Unifi Terms*, between us and you for the The Unifi Capped Energy January 2014 Offer and detailed in the *Letter*;

we and **us** means ScottishPower Energy Retail Ltd, (company number SC190287) having its registered office at 1 Atlantic Quay, Glasgow, G2 8SP and/or our successors and assignees, and our means belonging to us; and

you and **customer** means you, the individual customer with whom we have entered into this *Agreement* and your means belonging to you.

2 OUR AGREEMENT WITH YOU

2.1 This *Agreement* is between you and us.

2.2 Use of the *Unifi System* is subject to you agreeing to and complying with the *Unifi Terms* which apply at all times in full to your use of the *Unifi System*. In the event of any inconsistency between these *Terms* and the ScottishPower Gas and Electricity General Terms and Conditions for Domestic Customers (as supplemented by the Unifi Capped Energy January 2014 Offer Terms and Conditions) these *Terms* shall prevail.

2.3 Any samples, illustrations, descriptions or advertising we issue are issued or published solely to provide you with an approximate idea of the *Products* and *Services* they describe. They do not form part of this *Agreement*.

3 UNIFI SYSTEM: IMPORTANT REQUIREMENTS

3.1 The following criteria are required for you to be able to use and connect to the *Unifi System*:

3.1.1 you have a spare port on your broadband router to connect to the bridge device.

3.1.2 your electricity meter is accessible and the mains cables are not tightly fixed against a wall to enable the sensor to go around them (if your meter is outside, the cabinet must be made of plastic)

3.2 You agree to comply with all instructions provided by us in relation to installation and use of the *Unifi System*;

3.3 You agree to indemnify us for any and all losses, damages, costs, claims, liabilities and expenses incurred or arising in respect of your misuse of the *Products* and *Services*;

3.4 You acknowledge and agree that you are responsible for the provision, cost and maintenance of the items of hardware listed in clause 3.1.1.

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- 3.5 In the event that *you* meet the criteria listed in clauses 3.1.1 and 3.1.2 and the *Unifi System* does not work please refer to Clause 8 (Problems with the *Unifi System*).
- 3.6 We only supply the *Products* and *Services* for domestic and private use, and *you* agree not to use the *Products* and *Services* for any commercial purpose.
- 3.7 Further terms govern the use of the *Unifi Website*.
- 4 UNIFI SYSTEM: THE PRODUCTS PROVIDED TO YOU**
- 4.1 We warrant that on delivery to *you* and for the *Term* the *Products* will:
- 4.1.1 conform in all material respects with the *Description*;
- 4.1.2 be of satisfactory quality and fit for the purpose provided;
- 4.1.3 be free of material defects associated with the manufacture of the same subject to the following provisions of this Clause; and
- 4.1.4 comply with all *Applicable Laws*;
- 4.2 This warranty is in addition to your legal rights in relation to *Products* which are faulty or which otherwise do not conform with this *Agreement*.
- 4.3 This warranty does not apply to any defect in the *Products* arising from fair wear and tear, wilful damage, accident, negligence by *you* or any third party, if *you* use the *Products* in a way that we do not recommend, your failure to follow our instructions, or any alteration or repair *you* carry out without our prior written approval.
- 4.4 These *Terms* apply to any repaired or replacement products we supply to *you* in the unlikely event that the original *Products* are faulty or do not otherwise conform with this *Agreement*.
- 5 UNIFI SYSTEM: THE SERVICES PROVIDED TO YOU**
- 5.1 Subject to Clause 5.2, we warrant for the *Term*,
- 5.1.1 the *Services* will correspond with their *Description*;
- 5.1.2 we shall use reasonable skill and care in the provision of the *Services*;
- 5.1.3 the *Services* shall be provided in accordance with any relevant supplier's instructions and guidance; and
- 5.1.4 the *Services* shall comply with all *Applicable Laws*.
- 5.2 We will make every effort to ensure that the *Services* are available but do not guarantee uninterrupted access as the service may be unavailable from time to time due to system repair or maintenance. We will let *you* know in advance of any planned significant maintenance to the *Services* unless it is an emergency or there are circumstances beyond our reasonable control.
- 6 DELIVERY OF THE PRODUCT TO YOU**
- 6.1 We will deliver the *Products* to *you* within 14 working days of the date *you* electricity and gas supply commences. Delivery shall be completed when we deliver the *Products* to *you*.
- 6.2 We will take all reasonable steps to meet the delivery date for the *Products* as agreed between us. However, occasionally delivery of the *Products* may be affected by factors reasonably considered beyond our control and so cannot be guaranteed. We will let *you* know if we become aware of an unexpected delay and will arrange a new delivery date with *you*.
- 6.3 If *you* fail to take delivery of the *Products* we shall have no liability for late delivery.
- 7 OWNERSHIP OF THE PRODUCTS AND RISK**
- 7.1 Risk of loss or damage to the *Products* will be your responsibility from the time of delivery. Ownership of the *Products* will only pass to *you* when we receive full payment of all sums due in respect of the *Products*.
- 8 PROBLEMS WITH THE UNIFI SYSTEM**
- 8.1 If *you* are concerned that any element of the *Unifi System* does not conform to these *Terms* (including our warranties set out at Clause 4) please let us know as soon as possible after delivery by contacting us on 0845 094 2803 or if easier for *you* by email to our supplier of support services at unifi.support@greenenergyoptions.co.uk.
- 8.2 Please note that Clause 3 notifies *you* of your *Premises'* requirements in advance of receiving the *Products* and therefore *you* agree to check your *Products* work in *your Premises* within 10 working days of receipt of the *Products*. *You* agree that after this time *you* will not be entitled to return the *Products* or otherwise cancel your *Unifi System* on the basis of non-compliance in your *Premises*.
- 9 INTELLECTUAL PROPERTY**
- 9.1 Any and all *Intellectual Property Rights* in the *Products* any materials and other documents or items that we provide in connection with the *Products* and *Services* shall belong to us or our third party licensors absolutely.
- 9.2 We grant *you* a non-exclusive, revocable and non-transferable licence to use the *Intellectual Property Rights* for the purposes of the *Agreement* and for the *Term*.
- 10 YOUR RIGHT TO CANCEL**
- 10.1 *You* have a right to cancel this *Agreement*:
- 10.1.1 at any time within 7 working days of the *Start Date*;
- 10.1.2 at any time within 7 working days after the date *you* receive the *Product*; However, *you* will be responsible for returning the *Products* to *us* and the *Products* and packaging must be packed securely and returned to *us* undamaged. If the *Products* are not returned or are returned damaged or incomplete, *you* will be liable for *our* losses in respect of the cost of the *Products* supplied to *you*.
- If *you* cancel this *Agreement* under this Clause we will charge *you* for any gas and electricity supplied to your *Premises* before the cancellation takes effect.
- 10.2 *You* or we may cancel this *Agreement* at any time by giving at least 28 days written notice. If *you* cancel the *Agreement* under this clause we may charge *you* the cancellation charges set out in Clause 10.4.

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10.3 We may cancel the *Agreement* immediately by giving written notice in the following circumstances:

- 10.3.1 *you* cancel your supply of gas and / or electricity;
- 10.3.2 *You* provide false information (on your application form or otherwise);
- 10.3.3 we reasonably believe that *you* have misused the *Products* and *Services*; or
- 10.3.4 for any other reason set out in the *Unifi Terms*;

and we may charge *you* the cancellation charges set out in Clause 10.4.

10.4 If *you* cancel your Unifi Capped Energy January 2014 Offer contract by switching to another gas and/or electricity supplier or requesting to change your gas and/or electricity to another of our tariffs before 31st December 2013, we may apply a cancellation charge. The maximum that *you* will pay is £152.06, inclusive of VAT at the current rate of 20%, which is broken down into 2 parts:

- 1. A sliding scale cancellation charge for the Unifi system element of the charge, which is £101 if *you* cancel between July 2011 and January 2012 inclusive. The £101 will reduce by £4.21 each month from February 2012 until December 2013 inclusive;
- 2. A cancellation charge of £30.64 for electricity and a cancellation charge of £20.42 for gas.

These charges will be amended, if there is a change in the VAT rate at any time or times before 31st December 2013, by an amount equivalent to the applicable change in the VAT rate. These charges will not be applied if the agreement is cancelled due to a home move.

10.5 In addition to your right under clause 10.1 and 10.2, *you* may cancel this *Agreement* by giving written notice in the following circumstances:

- 10.5.1 within 28 days from receipt of a notice from us notifying *you* of a change in the *Unifi Terms* except to the extent such changes are made to take into account any changes of industry agreements under which we operate or any other changes required by any *Applicable Laws* or codes of practice. As *you* pay by monthly direct debit, if *you* cancel the *Agreement* in this case, the cancellation of the *Agreement* will be effective from the end of the period in respect of which *you* have made your last payment and the changes to the *Agreement* will not apply in the period before the cancellation is effective; or
- 10.5.2 if we have failed to do something under the *Agreement* which we should have done to comply with the *Agreement*.

11 YOUR PERSONAL DATA

11.1 The terms of Clause 19 of the ScottishPower Gas and Electricity General Terms and Conditions for domestic customers shall apply to our use of your Personal Data and information provided by *you* under this *Agreement*.

11.2 In addition, information about your consumption will be available to ScottishPower in near real time. This will include overall household electricity consumption and appliance-specific information about any appliances *you* use with uniplugs. We use this information to enable *you* to access it through your Unifi web portal or smart phone application. We may use information about your consumption to tailor our services to *you*. Access to consumption information will be strictly controlled and we will keep your information secure.

12 OUR LIABILITY TO YOU

12.1 The terms of Clause 18 of the ScottishPower Gas and Electricity General Terms and Conditions for domestic customers shall apply to this *Agreement*.

13 GENERAL LEGAL

13.1 We will carry out our obligations under the *Agreement* within a reasonable time unless this is impossible due to circumstances which are beyond our reasonable control.

13.2 The *Agreement* does not affect your legal rights under consumer protection legislation and under the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982. *You* can obtain advice about your legal rights from a Citizens Advice Bureau or Trading Standards Department.

13.3 We may sub-contract any of our obligations under the *Agreement*.

13.4 We may from time to time make changes to this *Agreement* by providing written notice to *you*. If we are required by any court or competent authority to amend the *Agreement*, or need to do so to reflect any change in the law or relevant industry guidance or codes of practice, we will do so, and will notify *you* of the changes.

13.5 We may assign and transfer any or all of our whole rights and obligations under and in terms of the *Agreement* (including any monies payable to us) to another party. As a result that party will acquire the rights and assume the obligations as if it had been the original party to the *Agreement* with *you*. We will be released from all of our obligations under the *Agreement* so assigned and transferred, and, from then on, your dealings will be with that party in respect of the rights and obligations assigned and transferred. *You* cannot assign or transfer any of your rights or obligations under the *Agreement* without first of all obtaining our consent in writing. We will not unreasonably withhold our consent.

13.6 If requested by us at any time *you* will give to us all the information we reasonably require to enable us to operate the *Agreement*.

13.7 So long as events or circumstances outside our or your reasonable control unavoidably prevent either us or *you* from complying with any of our or your respective obligations under the *Agreement*, other than with respect to payment, we or *you*, as the case may be, will be excused for such failure. If we are unavoidably prevented from providing any services due to events outside our reasonable control for 4 weeks we will refund 1 month's payment to *you* for each such successive 4 week period. The performance by *you* or by us of obligations required by any relevant legislation will not constitute breach of the *Agreement*.

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

13.9 If the customer comprises more than one person, all agreements and obligations entered into in the *Agreement* by the customer are entered into jointly and severally by each of the persons comprising the customer. We may take action against any one or more of the persons comprising the customer and/or may release in whole or in part the liability of any one or more of those persons under the *Agreement* or grant any relaxation without affecting the liability of the other of those persons.

13.10 Any notices to be given under this *Agreement* should be in writing and delivered by hand or sent by post or email. We will send any notices to the *Premises* and will assume *you* have received any notice 2 working days after we have sent it unless we receive evidence that *you* have not. *You* must send any notices by post to ScottishPower Energy Retail Ltd, Section 25, PO Box 7111, Cathcart Business Park, Cathcart, Glasgow G44 4BE, or any other address notified to *you* for this purpose.

13.11 If any part of this *Agreement* is not permitted or is held to be ineffective by any court of law or other regulatory or competent body, this will not affect any other part of this *Agreement*.

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- 13.12 It is *our* intention that all the terms of the contract between *us* and *you* are contained in your application form, the confirmation letter setting out the price we will send to *you*, the direct debit notification and these *Unifi Terms* which will accompany the *Letter*.
- 13.13 In respect of a *Verbal Agreement*: (a) the details recorded in the *Letter* shall be conclusive as to the terms of the *Verbal Agreement*, (b) you confirm that the information given by you in the *Verbal Agreement* is complete and correct; and (c) if *you* are a new customer, *you* accept that the supply of gas and the supply of electricity may start as soon as is practicable after the date of the *Verbal Agreement* as set out in Clause 15.9 of the ScottishPower Gas and Electricity General Terms which cover this supply (see page 13).
- 13.14 This *Agreement* and any matters or disputes arising from or in connection with it shall be governed by:
- 13.14.1 The laws of England and Wales in the non-exclusive jurisdiction of the Courts of England and Wales, if the *Premises* are in England or Wales; or
- 13.14.2 The laws of Scotland in the non-exclusive jurisdiction of the Scottish Courts, if the *Premises* are in Scotland.
- ScottishPower Energy Retail Limited (company number SC190287), having its registered office at 1 Atlantic Quay, Glasgow, G2 8SP.**

General Notes

All prices shown apply to (i) domestic electricity customers and (ii) domestic mains gas customers.

*The Gas & Electricity Offer Products annual discount is available to dual fuel customers. Dual fuel customers paying monthly by Direct Debit shall receive an annual discount of £16.00 (excl. VAT), £16.80 (incl. VAT).

**The Online Energy Service discount is only available to customers with up to three meters & three registers (ScottishPower and Manweb supply areas), or with either a single or two rate meter (all other supply areas). Annual discounts are £5.00 (excl. VAT), £5.25 (incl. VAT), for gas and £10.00 (excl. VAT), £10.50 (incl. VAT), for electricity. The annual discount is shown on your bill as a daily amount of 1.369p (excl. VAT), 1.437p (incl. VAT) for gas and 2.740p (excl. VAT), 2.877p (incl. VAT) for electricity.

Your bill will show prices excluding VAT, with VAT at the then current relevant rate from time to time being added to the total charges to calculate the total amount payable. VAT inclusive prices are shown at the current rate of VAT, for illustrative purposes only. These prices will be amended, if there is a change in the VAT rate at any time or times before 31st December 2013, by an amount equivalent to the applicable change in the VAT rate.

Prices correct as at 27th February 2012.

www.scottishpower.co.uk

ScottishPower Energy Retail Ltd Registered Office: 1 Atlantic Quay, Glasgow G2 8SP
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