



**Platinum Fixed Energy**  
*A Guaranteed Deal*



Platinum Fixed Energy January 2014 Offer (v2)  
Pricing information August 2010



**SCOTTISHPOWER**  
The Energy People

# Enjoy the best of both worlds with our new Platinum Fixed Energy January 2014 Offer (v2)!

Our Platinum Fixed Energy January 2014 Offer (v2) provides you with extended levels of cover and protection not only on your energy prices, but also on your gas boiler until January 2014†.

Features & Benefits:

✓ **Fixed energy prices until January 2014**

Your gas and electricity prices are guaranteed not to rise before 31st January 2014.

✓ **HomeComfort Standard Boiler Care**

A boiler breakdown can be more hassle than you think, but with HomeComfort from ScottishPower you don't have to worry, so you can relax in the knowledge your boiler will be working again as soon as possible. Our HomeComfort service provides:

- An annual boiler service and safety check
- Unlimited call outs
- 24/7 emergency call centre operating 365 days a year
- All work will be carried out by qualified Gas Safe registered engineers
- Energy efficiency advice to make sure your system is operating efficiently
- 48 hour customer satisfaction call-back check

✓ **Convenience\***

As a combined gas and electricity customer you will receive one bill and our Gas & Electricity Offer discount of £16.80 (incl.VAT) each year.

✓ **Award winning Online Energy Service\*\***

Save an additional £15.75 per annum (incl. VAT) by choosing to manage your account online. It's easy to register by visiting our website at [www.scottishpower.co.uk](http://www.scottishpower.co.uk).

# What Happens Next?

It takes about 6 weeks to complete the transfer of your gas and electricity. When this transfer is complete we will write to confirm your energy start date. Your HomeComfort standard care will then be activated within 14 days of your energy start date.

We will write to you before the end of your Offer to let you know what will happen next. Depending on your preferred option at that time, this will involve moving to an alternative product offer or our Standard monthly Direct Debit prices.

And remember, we're here to help so if you'd like to discuss anything please call us on **0800 027 8484**

## Please Note:

- (1) Our Platinum Fixed Energy January 2014 Offer (v2) is not available for premises located in the geographic areas of the former public electricity suppliers, Scottish Hydro Electric (area 17) and London Electricity (area 12).
- (2) We may apply cancellation charges inclusive of VAT of £30.64 for electricity and £20.42 for gas if you switch to our Platinum Fixed Energy January 2014 Offer (v2) but then cancel your supply contract or switch to another of our tariff(s) before 31st January 2014. These charges will be amended, if there is a change in the VAT rate at any time or times before 31st January 2014, by an amount equivalent to the applicable change in the VAT rate. The charges will not be applied if the agreement is cancelled due to a home move.
- (3) If you cancel your supply contract with us or switch to another of our tariff(s) before 31st January 2014, you will immediately no longer be entitled to HomeComfort Standard Boiler Care or any other benefits offered under the Platinum Fixed Energy January 2014 Offer (v2).

## 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.



Standing Charge Options						
Pay monthly by Direct Debit						
Electricity Prices			excluding VAT			
Supply Area Code	Supply Area	Meter Type	Daily Service Charge	All/Day kWh	Night kWh	D Se Ch
10	Eastern	Single Rate	26.41p	10.793p	---	27
10	Eastern	Two Rate	28.72p	11.334p	5.923p	30
11	East Midlands	Single Rate	29.35p	10.366p	---	30
11	East Midlands	Two Rate	30.51p	11.186p	5.434p	32

  

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	30.41p	3.037p	
11	East Midlands	31.92p	3.010p	
13	Manweb	29.87p	3.024p	
14	Midlands	29.73p	3.290p	

### Are you an IGT customer?

Where your property is connected to a pipe-line system that is not owned and maintained by a Large Gas Transporter, mains gas will be transported to your home by an Independent Gas Transporter (IGT). Prices for gas transported by an IGT are subject to an additional annual charge of £40.00 (excl. VAT), £42.00 (incl. VAT), which will be shown separately on your gas bill.

# ScottishPower Gas and Electricity Prices

For domestic Platinum Fixed Energy January 2014 Offer (v2) customers effective from 5th August 2010.

## 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/Day kWh	Night kWh	Daily Service Charge	All/Day kWh	Night kWh
10	Eastern	Single Rate	26.41p	10.793p	---	27.73p	11.333p	---
10	Eastern	Two Rate	28.72p	11.334p	5.923p	30.16p	11.901p	6.219p
11	East Midlands	Single Rate	29.35p	10.366p	---	30.82p	10.884p	---
11	East Midlands	Two Rate	30.51p	11.186p	5.434p	32.04p	11.745p	5.706p
13	Manweb	Domestic 'S'	27.88p	11.223p	---	29.27p	11.784p	---
13	Manweb	Economy 7	32.60p	12.195p	4.839p	34.23p	12.805p	5.081p
14	Midlands	Single Rate	28.39p	9.333p	---	29.81p	9.800p	---
14	Midlands	Two Rate	33.32p	10.069p	4.856p	34.99p	10.572p	5.099p
15	Northern	Single Rate	30.79p	9.219p	---	32.33p	9.680p	---
15	Northern	Two Rate	35.10p	9.876p	4.816p	36.86p	10.370p	5.057p
16	Norweb	Single Rate	28.04p	9.030p	---	29.44p	9.482p	---
16	Norweb	Two Rate	33.61p	9.687p	4.535p	35.29p	10.171p	4.762p
18	ScottishPower	Domestic	26.92p	11.293p	---	28.27p	11.858p	---
18	ScottishPower	White Meter No.1	31.92p	11.613p	5.242p	33.52p	12.194p	5.504p
19	SEEBOARD	Single Rate	24.83p	10.346p	---	26.07p	10.863p	---
19	SEEBOARD	Two Rate	30.05p	10.396p	4.953p	31.55p	10.916p	5.201p
20	Southern	Single Rate	28.53p	10.575p	---	29.96p	11.104p	---
20	Southern	Two Rate	31.53p	11.229p	5.159p	33.11p	11.790p	5.417p
21	SWALEC	Single Rate	30.78p	10.693p	---	32.32p	11.228p	---
21	SWALEC	Two Rate	34.53p	11.700p	4.898p	36.26p	12.285p	5.143p
22	SWEB	Single Rate	28.91p	10.367p	---	30.36p	10.885p	---
22	SWEB	Two Rate	31.43p	11.046p	4.937p	33.00p	11.598p	5.184p
23	Yorkshire	Single Rate	28.99p	10.251p	---	30.44p	10.764p	---
23	Yorkshire	Two Rate	29.65p	9.591p	4.513p	31.13p	10.071p	4.739p

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

# ScottishPower Gas and Electricity Prices

For domestic Platinum Fixed Energy January 2014 Offer (v2) customers effective from 5th August 2010.

## 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/Day remaining kWh	Night kWh	First 225kWh used each quarter	All/Day remaining kWh	Night kWh
10	Eastern	Single Rate	21.504p	10.793p	n/a	22.579p	11.333p	n/a
10	Eastern	Two Rate	22.982p	11.334p	5.923p	24.131p	11.901p	6.219p
11	East Midlands	Single Rate	22.270p	10.366p	n/a	23.384p	10.884p	n/a
11	East Midlands	Two Rate	23.561p	11.186p	5.434p	24.739p	11.745p	5.706p
13	Manweb	Domestic 'S'	22.531p	11.223p	n/a	23.658p	11.784p	n/a
13	Manweb	Economy 7	25.417p	12.195p	4.839p	26.688p	12.805p	5.081p
14	Midlands	Single Rate	20.848p	9.333p	n/a	21.890p	9.800p	n/a
14	Midlands	Two Rate	23.583p	10.069p	4.856p	24.762p	10.572p	5.099p
15	Northern	Single Rate	21.707p	9.219p	n/a	22.792p	9.680p	n/a
15	Northern	Two Rate	24.112p	9.876p	4.816p	25.318p	10.370p	5.057p
16	Norweb	Single Rate	20.402p	9.030p	n/a	21.422p	9.482p	n/a
16	Norweb	Two Rate	23.319p	9.687p	4.535p	24.485p	10.171p	4.762p
18	ScottishPower	Domestic	22.211p	11.293p	n/a	23.322p	11.858p	n/a
18	ScottishPower	White Meter No.1	24.560p	11.613p	5.242p	25.788p	12.194p	5.504p
19	SEEBBOARD	Single Rate	20.417p	10.346p	n/a	21.438p	10.863p	n/a
19	SEEBBOARD	Two Rate	22.584p	10.396p	4.953p	23.713p	10.916p	5.201p
20	Southern	Single Rate	22.147p	10.575p	n/a	23.254p	11.104p	n/a
20	Southern	Two Rate	24.017p	11.229p	5.159p	25.218p	11.790p	5.417p
21	SWALEC	Single Rate	23.177p	10.693p	n/a	24.336p	11.228p	n/a
21	SWALEC	Two Rate	25.705p	11.700p	4.898p	26.990p	12.285p	5.143p
22	SWEB	Single Rate	22.093p	10.367p	n/a	23.198p	10.885p	n/a
22	SWEB	Two Rate	23.794p	11.046p	4.937p	24.984p	11.598p	5.184p
23	Yorkshire	Single Rate	22.008p	10.251p	n/a	23.108p	10.764p	n/a
23	Yorkshire	Two Rate	21.617p	9.591p	4.513p	22.698p	10.071p	4.739p

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

# ScottishPower Gas and Electricity Prices

For domestic Platinum Fixed Energy January 2014 Offer (v2) customers effective from 5th August 2010.

## 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	30.41p	3.037p	31.93p	3.189p
11	East Midlands	31.92p	3.010p	33.52p	3.161p
13	Manweb	29.87p	3.024p	31.36p	3.175p
14	Midlands	29.73p	3.290p	31.22p	3.455p
15	Northern	30.28p	3.184p	31.79p	3.343p
16	Norweb	30.82p	3.247p	32.36p	3.409p
18	ScottishPower	28.77p	2.966p	30.21p	3.114p
19	SEEBOARD	28.77p	3.133p	30.21p	3.290p
20	Southern	30.41p	3.138p	31.93p	3.295p
21	SWALEC	27.81p	2.818p	29.20p	2.959p
22	SWEB	28.77p	3.133p	30.21p	3.290p
23	Yorkshire	31.37p	3.027p	32.94p	3.178p

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

For domestic Platinum Fixed Energy January 2014 Offer (v2) customers effective from 5th August 2010.

## 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 kWh kWh
10	Eastern	7.178p	3.037p	7.537p	3.189p
11	East Midlands	7.357p	3.010p	7.725p	3.161p
13	Manweb	7.092p	3.024p	7.447p	3.175p
14	Midlands	7.339p	3.290p	7.706p	3.455p
15	Northern	7.308p	3.184p	7.673p	3.343p
16	Norweb	7.444p	3.247p	7.816p	3.409p
18	ScottishPower	6.884p	2.966p	7.228p	3.114p
19	SEEBOARD	7.051p	3.133p	7.404p	3.290p
20	Southern	7.279p	3.138p	7.643p	3.295p
21	SWALEC	6.605p	2.818p	6.935p	2.959p
22	SWEB	7.051p	3.133p	7.404p	3.290p
23	Yorkshire	7.299p	3.027p	7.664p	3.178p

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

# Platinum Fixed Energy January 2014 (v2) 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**

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

It is also suitable for most customers who use direct acting electric heating (i.e. non-storage based systems).

For customers who are supplied on the tariff, there is a primary block rate which is applied to the first 900kWh used per annum.

### **White Meter No. 1<sup>Y</sup> (WM1)**

'Day' means at all times other than night.

'Night' is formally defined as any period of 8.5 hours at ScottishPower's discretion between 2200 and 0830 GMT, but in practice should be one of the following:

2300 to 0730 GMT (i.e. 0000 to 0830 BST in summer),

2345 to 0815 Local Time (i.e. same clock time all year), or

0000 to 0830 Local Time

at the choice of ScottishPower

For customers who are supplied on the tariff, there is a primary block rate which is applied to the first 900kWh 'Day' units used per annum. All other 'Day' kWh are charged at the remaining kWh rate.

Compared to Domestic Tariff, the WM1 Day primary block kWh rate and the remaining Day kWh rate are slightly higher.

The Night kWh rate is, however, significantly lower. WM1 is intended for customers who make substantial use of electricity at Night. About 35% of the electricity used by continuously operating appliances such as freezers is automatically taken at night. Early morning use of lighting, heating and cooking is also likely to occur in the Night period, and other appliances such as washing machines and dishwashers can be deliberately operated at Night to take advantage of the low price.

Prior to 1991 customers could choose WM1 for operation of storage heaters, which were normally arranged to only use electricity at Night. Customers who choose WM1 following its re-introduction in 2004 may not use it for storage heating. WM1 customers who did use storage heaters prior to this may continue to do so.

# Platinum Fixed Energy January 2014 (v2) customers (Manweb Area):

## Descriptions and Recommended Applications

### Domestic 'S'

The Domestic 'S' Tariff is intended for customers who make use of electricity for general domestic purposes only. It is also suitable for most customers who use direct acting electric heating (i.e. non-storage based systems). For customers who are supplied on the tariff, there is a primary block rate which is applied to the first 900kWh used per annum.

### Economy 7

'Day' means at all other times other than night.

'Night' is formally defined as any period of 7 hours at ScottishPower's discretion between 24.00hrs and 08.00hrs, but in practice should be one of the following

24.00hrs to 07.00hrs GMT (i.e. 01.00hrs to 08.00hrs BST in summer)

24.30hrs to 07.30hrs GMT (i.e. 01.30hrs to 08.30hrs BST in summer)

Customers with old style mechanical timeswitches may experience variation from the above times depending on clock accuracy and settings.

For customers who are supplied on the tariff, there is a primary block rate which is applied to the first 900kWh 'Day' units used per annum. All other 'Day' kWh are charged at the remaining kWh rate.

Economy 7 is designed for customers who can make use of a period of off peak electricity during the night. Typically (but not exclusively) for customers with storage heating and/or electric water heating. Compared to Domestic Tariff, the Economy 7 day primary block kWh rate and remaining day kWh rate are slightly higher. The Night kWh rate is, however, significantly lower.

Economy 7 although principally designed for use with electrical heating can be to any customers benefit if they can transfer a reasonable percentage of their daily average consumption to the night rate. Typically the break-even figure has been around 15% however this is dependant on the prevailing prices. About 30% of the electricity used by continuously operating appliances such as freezers is automatically taken at night. Early morning use of lighting, heating and cooking is also likely to occur in the Night period and other appliances such as washing machines and dishwashers can be deliberately operated at Night to take advantage of the lower price rate. Storage water heating would normally be wired to take most or all energy at Night using either the water heating control incorporated in the metering equipment or some other time control system.

# 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>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>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>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>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 Conditions</i>	parts 1, 3 and 4 of these terms and conditions;
<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>Electricity Supplier</i>	a person authorised to supply electricity under the <i>Act</i> ;
<i>Authority</i>	the Gas and Electricity Markets Authority;	<i>Equipment</i>	in the <i>Gas Conditions</i> the meter(s) and pipes carrying, and the other apparatus using, gas in the <i>Premises</i> and in the <i>Electricity Conditions</i> the lines carrying, and the equipment using, electricity in the <i>Premises</i> ;
<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>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>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>Gas Conditions</i>	parts 1, 2 and 4 of these terms and conditions;
<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"><li>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 <i>Annual Reassessment</i>; and</li><li>your payment option requires you to pay by monthly direct debit;</li></ul>	<i>Gas Supplier</i>	a person authorised to supply mains gas 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>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>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>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>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";

# ScottishPower Gas and Electricity

## General Terms and Conditions for domestic customers

<i>Regulations</i>	the Electricity Safety, Quality and Continuity Regulations 2002 as amended or replaced from time to time;
<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 <i>our</i> 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 <i>us</i> ;
<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> ;
<i>Verbal Agreement</i>	the verbal agreement, incorporating some or all of these terms and conditions, between <i>us</i> and <i>you</i> 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);
<i>we, us, our</i>	ScottishPower Energy Retail Limited having its registered office at 1 Atlantic Quay, Glasgow G2 8SP;
<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;
<i>you, your, me, customer</i>	in respect of an <i>Application Form</i> the person 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".

### 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 Throughout the period of the *Agreement* *you* will be the owner or occupier of the *Premises*, which will be connected to the mains gas pipeline system.

#### 3. EQUIPMENT

- 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*.
- 3.2 *You* will allow the *Transporter* or any other person authorised by the *Transporter* or *us* at its expense to install, operate, maintain, repair or replace any *Equipment* on the *Transporter's* side of, but including, the meter(s), all of which shall remain the property of the *Transporter* or such authorised person.
- 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 *Premises*.
- 3.4 If *you* wish to acquire *your* own meter(s) by purchase, hire or loan (otherwise than from *us* or the *Transporter*) and/or make *your* own meter reading arrangements, that meter or those meters and/or the meter reading arrangements must be acceptable to *us*.
- 3.5 If *you* exercise *your* rights under Condition 3.4, *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 gas consumed at the *Premises* or otherwise in connection with the supply of gas 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.
- 3.6 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.

#### 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 You may end the *Agreement* by giving to us at least 28 days', or such lesser period as we may agree, notice in writing or in respect of an *Agreement* including the provision of the *Online Energy Service* by email but only if by the expiry of that notice:

- another *Gas Supplier* commences a supply of gas to the *Premises*; or
- the *Premises* are disconnected because you have ceased to require a supply of gas to the *Premises*.

Where the requirements of Condition 5.2 are satisfied in relation to any notice to end the *Agreement*, the *Agreement* will end upon the expiry of that notice.

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*, or
- the next day after you have vacated the *Premises* on which the meter(s) is or are due to be read.

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 within 65 *Working Days* of the increase or variation taking 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*, within 10 *Working Days* of receiving the notification from us. 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 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 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.

6.3 Throughout the period of the *Agreement* you will be the owner or occupier of the *Premises*, which will be connected at the *Connection Point*.

6.4 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*.

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### 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.
- 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 You may end the *Agreement* by giving to us at least 28 days', or such lesser period as we may agree, notice in writing or in respect of an *Agreement* including the provision of the *Online Energy Service* by email but only if by the expiry of that notice:
- another *Electricity Supplier* commences a supply of electricity to the *Premises*; or
  - the *Premises* are disconnected because you have ceased to require a supply of electricity to the *Premises*,
- and in each case, no charges for electricity supplied to you (whether at the *Premises* or at any properties previously occupied by you) having been demanded in writing prior to you giving that notice remain owing to us more than 28 days after that demand was made. Where the requirements of Condition 9.2 are satisfied in relation to any notice to end the *Agreement*, the *Agreement* will end upon the expiry of that notice.
- 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*, or
  - the next day after you have vacated the *Premises* on which the meter(s) is or are due to be read.
- 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

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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 within 65 *Working Days* of the increase or variation taking 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*, within 10 *Working Days* of receiving the notification from us. 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 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:
- 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.

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- 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, the reasonable costs incurred by us in relation to any breach by you of the *Agreement*, including any costs incurred in recovering any amount which is not paid by you on the date payment was due.
- 13.13 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.
- 13.14 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.
- 13.15 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.
- 13.16 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*.
- 13.17 The reading shown on the register of the meter(s) shall be regarded as prima facie evidence of the amount of *Fuel* 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.
- 13.18 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/ddbonus](http://www.scottishpower.co.uk/ddbonus), 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.

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## General Terms and Conditions for domestic customers

### 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 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*.
- 15.3 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.
- 15.4 *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 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.
- 15.5 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.
- 15.6 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*.
- 15.6 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*.
- 15.7 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.

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## General Terms and Conditions for domestic customers

### 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 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 fraud or loss; and
- to inform you about services and products which may be of interest to you (if you have consented to us doing so), and for all purposes reasonably ancillary to any of those purposes.

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

19.2 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.

19.3 When you apply to us to open an account, we may check the following records relating to you and others (see 19.4 below):

- a). our own;
- b). 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
- c). records held by Fraud Prevention Agencies ('FPAs').

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

19.4 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.

19.5 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.

19.6 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.

19.7 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.

19.8 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.

19.9 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 where permitted under the terms of the Data Protection Act 1998.

19.10 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 we and CRAs use your data by writing to: Data Protection Representative, ScottishPower Energy Retail, Section 4, 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 5US or call 0870 0100583.
- Experian, Consumer Help Service, PO Box 8000, Nottingham NG80 7WF or call 0870 2416212.

NOTE – Clauses 19.3 - 19.5 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](http://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

## HomeComfort Standard care Product General Terms & Conditions

### 1 DEFINITIONS

Where the following words and phrases appear in these terms and conditions, they will have the following meanings:

**Arrangement** means your application to us for a supply of combined gas and electricity under our Platinum Fixed Energy January 2014 Offer, and these terms and conditions;

**central heating system** includes the following components: gas boiler and standard controls; time clock or programmer; room thermostat; cylinder thermostat; frost thermostat; circulating pump; motorised valves; thermostatic radiator valves.

**home comfort product** means our HomeComfort Standard Care product.

**premises** means the private domestic residential premises where the equipment covered under this Arrangement is situated, as identified in your application referred to above;

**we and us** means ScottishPower Energy Retail Ltd, (company number SC190287) Cathcart Business Park, Spean Street, Cathcart, Glasgow, G44 4BE 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 Arrangement and **your** means belonging to you.

### 2 AGREEMENT

2.1 The *Agreement* is between you and us.

### 3 SERVICES

3.1 These terms and conditions apply to the maintenance and repair service provided by us for domestic gas *central heating systems*, consisting of a single mains gas boiler and a standard water-based *central heating system*.

3.2 The *Arrangement* is based on the ScottishPower HomeComfort Standard Care product. We apply some limitations on boiler makes and models which we can support, and can only include *central heating systems* that comply with the relevant British Standards. We will confirm whether we can support your *central heating system* during the initial inspection. Where we cannot support your *central heating system*, we will cancel the *Arrangement* in terms of clause 6.5. below.

### 4 WHAT'S INCLUDED?

4.1 Subject to the limitations set out in this *Arrangement*, the *home comfort product* includes:

- (a) An initial inspection of your *central heating system*, normally performed within 28 days of the *Arrangement* start date (please see the 'Initial Inspection and Remedial Works' section below for more details).
  - (b) An annual service and operational safety check (please see the 'Service and Operational Safety Checks' section below for more details).
  - (c) The cost of labour and parts for repairs needed to maintain your *central heating system* in working order in accordance with your service option (please see the "Limitations" section below for more information on when we may not be able to keep your *central heating system* in working order, and other limitations). If we have to replace any parts to maintain your *central heating system* we may use parts of a similar or standard specification.
  - (d) An unlimited number of call outs to perform repairs covered by the *Arrangement*.
  - (e) Access to our 24 hour, 365 day freephone emergency customer helpline.
  - (f) All work performed by Gas Safe Registered engineers. We may authorise suitably qualified (Gas Safe Registered) contractors to perform the work for us.
  - (g) A customer satisfaction call following each completed visit.
- This *home comfort product* covers the following *central heating system* elements:
- (a) Gas boiler (maintenance and repair only, not replacement) and standard controls

- (b) Time clock or programmer
- (c) Room thermostat
- (d) Cylinder thermostat
- (e) Frost thermostat
- (f) Circulating pump
- (g) Motorised valves
- (h) Thermostatic radiator valves

### 5 START DATE

We aim to have the *Arrangement* start on the date which is 14 days after the date your combined gas and electricity account with us comes into full force and effect. We will write to you to let you know the start date of the *Arrangement*.

### 6 INITIAL INSPECTION AND REMEDIAL WORKS

6.1 We will undertake an initial inspection of the *central heating system* covered by the *Arrangement* to make sure that we can support it and that it is in good working order and safe to use. We aim to undertake this initial inspection within 28 days of the *Arrangement* start date subject to your appointment preferences and our workforce availability. If for any reasons we will not be able to carry out the initial inspection within the 28 day period, we will let you know as soon as possible. Where the *central heating system* passes our initial inspection, we will also carry out your first annual service and operational safety check at the same time as the initial inspection.

6.2 If you call with a breakdown or emergency prior to our initial inspection or if the initial inspection has been carried out but we have notified you that remedial works are required, we reserve the right to charge you for any work carried out, including labour and parts. We also reserve the right not to carry out any such work requested.

6.3 At the initial inspection, we will complete an inspection checklist and provide you with a copy.

6.4 If we identify a problem at the initial inspection:

- (a) We will identify any remedial work required to bring your *central heating system* up to a satisfactory standard that we can support, and will provide you with a notification letter setting out the remedial work required. The cost of any necessary remedial work is not included in this *Arrangement*, and you will be required to have such remedial work carried out and pay for such work.
- (b) If you agree to the remedial work being carried out by our service provider, then they will agree with you when such remedial work is to be carried out. The cost of any such remedial work undertaken by our service provider must be agreed with our service provider or your own supplier, and paid directly to them. Any such remedial work will be outside of this *Arrangement* and is not carried out by us or on our behalf, but will be under a separate contract between you and the service provider, or your own supplier.
- (c) All remedial work identified in the notification letter must be carried out satisfactorily within 14 days from the date of the initial inspection.

6.5 If your *central heating system* fails the initial inspection and cannot be supported under this *Arrangement*, and either (a) you decline to undertake any remedial work identified as necessary to bring the *central heating system* up to the required standard to pass the initial inspection; or (b) you have not notified us that such remedial work has been carried out within 14 days of the date of the initial inspection, then you and we hereby agree that the *Arrangement* will then end immediately.

6.6 If you notify us that the remedial works required following the initial inspection have been carried out, we reserve the right to carry out a further inspection and if such work is not to our satisfaction then you and we hereby agree that the *Arrangement* will then end immediately.

# ScottishPower Gas and Electricity

## HomeComfort Standard care Product General Terms & Conditions

### 7 SERVICE AND OPERATIONAL SAFETY CHECKS

- 7.1 We will aim to undertake the first service and operational safety check at the same time as the initial inspection where the *central heating system* passes our initial inspection.
- 7.2 We will carry out a service and operational safety check annually. We will aim to carry out the checks at roughly the same time each year to *your* appointment preferences and *our* workforce availability.
- 7.3 The service and operational safety check will include a full strip down service of *your* boiler where *our* flue gas analysis test indicates this is necessary.

### 8 APPOINTMENTS

- 8.1 Initial inspections and annual service and operational safety check visits will be carried out at an agreed date and time, either between the hours of 0800 to 1300 or the hours of 1300 to 1800, Monday to Friday excluding bank/public holidays and will be subject to *our* workforce availability. We can offer a limited number of 'first call' appointments between the hours of 0800 to 0915, subject to *our* workforce availability. Please note that breakdown calls will be treated as a priority over annual service calls.
- 8.2 If you will not be able to keep an agreed appointment for any reason, *you* should contact *us* as soon as possible to make a new appointment. Where we have agreed an appointment window with *you*, we will make every effort to arrive on time. Where we are delayed for reasons outside *our* control, we will contact *you* as soon as possible to advise *you* of the delay and to arrange an alternative time and/or date suitable for *you*.
- 8.3 *You* must provide *us* with reasonable access to *your central heating system* to allow *us* to carry out these checks. If we do not receive access to *your* premises we will tell *you* and arrange another appointment. If we do not receive access on three or more occasions, or if we make three or more attempts to arrange an appointment and *you* do not respond, we reserve the right to cancel the *Arrangement*, and will notify *you* if we do so.

### 9 EMERGENCY AND BREAKDOWN CALLS

- 9.1 For emergencies and breakdowns *you* can contact *our* 24-hour, 365 days a year manned freephone helpline. We will treat breakdown calls as a priority over annual service calls.
- 9.2 If we agree the breakdown is an emergency, we will treat it as a priority, including on weekends and public holidays. We classify emergency breakdowns as those with:
- Total loss of both heating and hot water; or
  - An uncontrollable water leak to *your* gas central heating or hot water system which may cause damage to the *premises*; or
  - gas escape, after *you* have called Transco.

- Emergency calls will be treated as priority over breakdown calls.
- 9.3 **We will treat calls to the following households as priority breakdown calls:**
- households with persons aged 60 or over;
  - households with infirm persons – where a person is: blind, deaf, disabled, bedridden, wheelchair bound, or either suffering or in a state of convalescence from a serious illness or injury; or
  - households with children under six months old.
- Priority breakdown calls will be treated as a priority over other breakdown calls.

### 10 LIMITATIONS

- 10.1 These terms and conditions include domestic gas *central heating systems* with boilers running on natural gas (not liquid propane gas or oil). The heat input capacity of boilers included under this *Arrangement* is limited to 60kW.
- 10.2 Replacing *your* boiler is not covered under this *Arrangement*. Limitations on the age of *your* boiler are not applied provided spare parts are still readily available. Limitations on availability of spare parts may mean it is not possible to repair a particular fault. If we find we cannot repair *your* boiler as spare parts are no longer available, or in *our* opinion the cost of carrying out a necessary

repair to *your* boiler is more than the cost of replacing the boiler, then *you* will be required to replace the boiler (at *your* own cost). If *you* do not have the boiler replaced, we may cancel the *Arrangement*. *You* must notify *us* when the boiler has been replaced. Following that notification we reserve the right to carry out an inspection and if the boiler is not to *our* satisfaction then we reserve the right to cancel the *Arrangement* and will notify *you* if we do so.

- 10.3 If improvements are needed to ensure *your central heating system* complies with current legislation and industry standards (such as upgrading *your* ventilation to meet current standards), any associated costs and work are not included in this *Arrangement*. *You* may need to have such improvement work completed before we can undertake other repairs to *your central heating system* – we will let *you* know if that is the case.
- 10.4 There may be costs incurred by *us* in accessing all relevant parts to *your central heating system* to make a repair (for example getting to pipes built in to walls). Any repair and access costs over £1000 (inclusive of VAT) are not covered by this *Arrangement*. *You* may need to have such improvement work completed before we can undertake other repairs to *your central heating system* – we will let *you* know if that is the case.
- 10.5 The cost and work for repairs needed as a result of design faults, or faults or defects that existed before *you* entered into the *Arrangement* but which we could not identify at the initial inspection, using reasonable skill and care, (such as defective pipework) but which if identified would have required to have been rectified under section 7 by *you*, are not included under this *Arrangement*.
- 10.6 The cost and work for repairs that are needed as a result of *your* own misuse, intentional damage, negligence or any damage caused by a third party, is not included in the *Arrangement*.
- 10.7 The cost and work for repairs needed where the *central heating system* has been damaged as a result of *your* failure to carry out repairs to the *central heating system* which are not covered by this *Arrangement*, but which we have advised *you* to carry out (for example a radiator flush, or work required to remove an airlock) is not included in this *Arrangement*.
- 10.8 Radiator system flushes are not covered under this *Arrangement*. If this service is required and *you* request that this work be undertaken by *our* service provider this will be subject to a separate agreement between *you* and the service provider.
- 10.9 The cost and work for faults to the *central heating system* caused by the following are not included in the *Arrangement*:
- external damage such as damage caused by flood, storms, freezing, lightning, fire, accident, explosion, subsidence or other structural changes. We recommend that *you* check that *your* home insurance covers these risks; or
  - issues with or changes in, utility supplies (eg electricity, gas or water), howsoever arising.
- 10.10 The cost of damage to other property caused by a fault in the *central heating system* (for example where the boiler leaks and causes water damage to carpets) is not covered under this *Arrangement* unless caused by *our* negligence or by *us* breaching this *Arrangement*.
- 10.11 Work required to rectify physical blockages (such as sludge in the system) or remove airlocks is not included in the *Arrangement*. If this work is needed and *you* request that this work be undertaken by *our* service provider this will be subject to a separate agreement between *you* and the service provider.
- 10.12 Clearing hazardous materials (eg asbestos) related to repairing the *central heating system* is not included in the *Arrangement*. When *you* have had any such materials cleared, we will not carry out any further work at the *premises* unless *you* give *us* satisfactory evidence of removal.
- 10.13 The *Arrangement* includes the cost of repairing copper or approved plastic (i.e. plastic pipework and components which are suitable for use as pipes in a *central heating system*) system and pipework. Replacing system pipework is

# ScottishPower Gas and Electricity

## HomeComfort Standard care Product General Terms & Conditions

not included. Domestic water supply pipes and gas supply pipes from gas meter to appliance connection are not covered by this *Arrangement* (please see section "What's Included?").

- 10.14 The cost and work required for redecoration, or repair/replacement of any fixtures and fittings, surface or floor coverings following *our work* is *your* responsibility and is not included in this *Arrangement*, unless caused by *our* negligence or by *us* breaking this *Arrangement*.
- 10.15 We will not carry out any work at the premises where, in *our* reasonable opinion, there is a health and safety risk. Work at the premises cannot be carried out until we are satisfied that the relevant risk has been removed. A health and safety risk may include, for example, risk of physical danger to *our* employees or presence of hazardous materials on the *premises*.
- 10.16 This *Arrangement* only includes the single boiler *central heating system* located at the *premises*, unless otherwise agreed with *us* when *you* apply. If the *premises* have more than one boiler, a separate agreement will be required in respect of the additional boiler.
- 10.17 This *Arrangement* only includes domestic (non-commercial) premises owned and occupied by *you*. Tenanted properties cannot be covered under this *Arrangement*.
- 10.18 **The following are not included in this Arrangement:**
- (a) Repairs or replacements of decorative parts of the *central heating system* (for example decorative radiator covers);
  - (b) Repairs to flues which are not part of the *central heating system* (for example flues for focal point fires); and
  - (c) Resetting of controls (for example timer settings), unless required as part of the repair or replacement of a faulty component that is covered under this *Arrangement*.

### 11 SAFETY RECOMMENDATION

- 11.1 If, in *our* professional opinion, permanent repairs, improvements or upgrades to *your central heating system* are necessary to ensure that it is safe (for example, in order to comply with gas safety regulations, such as upgrading *your* ventilation to meet current standards) or for *us* to be able to continue to support *your central heating system* under this *Arrangement*, due to the availability of spare parts, we may tell *you* this.
- 11.2 *You* should arrange for the required work to be completed by a Gas Safe registered engineer. If this work is required and *you* request that this work be undertaken by *our* service provider, this will be subject to a separate agreement between *you* and the service provider.
- 11.3 If *you* do not take *our* advice, and fail to have the necessary work carried out, it may mean that we cannot carry out all of *our* obligations under the *Arrangement*. If that happens, we reserve the right to cancel the *Arrangement*, and will notify *you* if we do so.
- 11.4 **We may cancel the Arrangement immediately by giving written notice in the following circumstances:**
- (a) *You* cease to be a customer of *us* under *our Platinum Fixed Energy January 2010 Offer*
  - (b) *You* provide false information as part of *your* application or otherwise;
  - (c) We are unable to find spare parts to allow *us* to maintain *your central heating system*, or in *our* opinion the cost of carrying out a necessary repair to *your* boiler is more than the cost of replacing the boiler;
  - (d) Circumstances arise (including health and safety issues such as asbestos being discovered) which prevent *us* from maintaining *your central heating system* in safe working order.
  - (e) *Your central heating system* does not pass the initial inspection, and *you* decline to undertake the necessary remedial work or the remedial work is not carried out to *our* satisfaction (see section 'Initial Inspection' for more details); or
  - (f) We have given *you* *our* professional opinion that permanent repairs,

improvements or upgrades (not covered by this *Arrangement*) are needed to make sure *your central heating system* works safely and complies with safety regulations, or have advised *you* that a boiler replacement is required, and *you* have not taken *our* advice to *our* satisfaction within a reasonable period.

### 12 USE OF PERSONAL INFORMATION

- 12.1 Information *you* provide to *us* or *our* agents or contractors or *we* otherwise hold (whether or not under the *Arrangement*) 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:
- (a) to identify *you* when *you* make enquiries or to contact *you* through mail, telephone or other electronic means;
  - (b) to help administer and provide any accounts, services and products provided by *our* group of companies now or in the future;
  - (c) to help *us*, other companies in *our* group of companies, *our* agents and/or *our* contractors to detect fraud or loss; and
- and for all purposes reasonably ancillary to any of those purposes. We may also transfer *your* data to countries outside the EEA for the purposes of managing *your* account for the provision of *our* services and products to *you* and for marketing purposes.
- 12.2 We may monitor and/or record *our* communications with *you* (including telephone conversations and emails) to confirm *your* identity, ensure security, help maintain service quality and for training purposes.

### 13 LIMITATION OF LIABILITY

If we fail to comply with any term of the *Arrangement*, 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 not reasonably foreseeable as a consequence of the breach of the *Arrangement*, 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.

### 14 GENERAL LEGAL

- 14.1 We will carry out *our* obligations under the *Arrangement* within a reasonable time unless this is impossible due to circumstances which are beyond *our* reasonable control.
- 14.2 The *Arrangement* 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.
- 14.3 We may sub-contract any of *our* obligations under the *Arrangement*. We will only use a sub-contractor which holds the appropriate Gas Safe registration as *our* service provider.
- 14.4 We may assign and transfer any or all of *our* whole rights and obligations under and in terms of the *Arrangement* (including any monies payable to *us*) to another party provided they hold the appropriate Gas Safe registration. As a result that party will acquire the rights and assume the obligations as if it had been the original party to the *Arrangement* with *you*. We will be released from all of *our* obligations under the *Arrangement* 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 *Arrangement* without first of all obtaining *our* consent in writing. We will not unreasonably withhold *our* consent.
- 14.5 If requested by *us* at any time *you* will give to *us* all the information we reasonably require to enable *us* to operate the *Arrangement*.
- 14.6 So long as events or circumstances outside *our* or *your* reasonable control

# ScottishPower Gas and Electricity

## HomeComfort Standard care Product General Terms & Conditions

unavoidably prevent either *us* or *you* from complying with any of *our* or *your* respective obligations under the *Arrangement*, we or *you*, as the case may be, will be excused for such failure. The performance by *you* or by *us* of obligations required by any relevant legislation will not constitute breach of the *Arrangement*.

- 14.7 Any delay on *our* part in enforcing any term, condition, right or remedy in respect of this *Arrangement* will not be deemed to be a waiver of any such term, condition, right or remedy.
- 14.8 If the customer comprises more than one person, all agreements and obligations entered into in the *Arrangement* 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 *Arrangement* or grant any relaxation without affecting the liability of the other of those persons.
- 14.9 Any notices to be given under this *Arrangement* 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.
- 14.10 If any part of this *Arrangement* 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 *Arrangement*.
- 14.11 If we are required by any court or competent authority to amend the *Arrangement*, 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.
- 14.12 This *Arrangement* and any matters or disputes arising from or in connection with it shall be governed by:
- (a) 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
  - (b) 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), has a place of business at Cathcart Business Park, Spean Street, Cathcart, Glasgow G44 4BE.

## General Notes

All prices shown apply to (i) domestic electricity customers and (ii) domestic mains gas customers with annual usage not exceeding 73,268kWh, with eligible postcodes.

Two Rate Meter and Economy 7 and White Meter No. 1\* means that units used at night are charged at a lower rate than those used during the day.

'Night' means 7 hours that the local distribution company in your area chooses (8 hours in Scottish Hydro Electric area and 8 1/2 in ScottishPower area) between 10pm and 10am. 'Day' means at all other times.

Our Two Rate Meter prices are best suited to customers who are currently supplied on Domestic economy 7 Rate (Domestic Economy in Scottish Hydro Electric area and White Meter No. 1\* in ScottishPower area). Advice for customers who are currently supplied on other electricity rates is available free by calling 0800 400 200.

\*The Gas & Electricity Offer annual discount of £16.00 (excl. VAT), £16.80 (incl. VAT) is available for Dual Fuel customers paying monthly by Direct Debit.

\*\*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), 1.437 (incl. VAT) for gas and 2.740p (excl. VAT), 2.877p (incl. VAT) for electricity.

VAT inclusive prices are shown at the current rate of VAT, for illustrative purposes only. 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. These prices will be amended, if there is a change in the VAT rate at any time or times before 31st January 2014, by an amount equivalent to the applicable change in the VAT rate.

## Platinum Fixed Energy January 2014 Offer (v2) Notes

†The prices shown in this leaflet will be the maximum prices you pay, guaranteed until 31st January 2014. For customers who take both gas and electricity paying monthly by Direct Debit. This offer is not available to customers who use more than 73,268kWh of mains gas per annum. A gas or electricity only product is not available. Figures shown are inclusive of VAT at the current applicable rate of 5%. These prices will be amended, if there is a change in the VAT rate at any time or times before 31st January 2014, by an amount equivalent to the applicable change in the VAT rate. Prices correct as at 5th August 2010.

## Platinum Fixed Energy January 2014 Offer (v2)

### Terms and Conditions

1. Supplies of mains gas and electricity from ScottishPower under the Platinum Fixed Energy January 2014 Offer (v2) (the "Offer Product") must be applied for from 21st March 2011 until the date when the Offer Product is withdrawn by us. All applicants must be aged 18 years or over and must contract to pay, and continue to pay, for the energy supply under the Offer Product by monthly Direct Debit.
2. ScottishPower guarantees that the prices quoted in this leaflet for the Offer Product will remain fixed at those prices until 31st January 2014.
3. The Offer Product is only available for customers who take both gas and electricity from ScottishPower where their electricity meter is either a single or two rate meter (excludes heating tariffs).

4. If you cancel the Offer Product agreement either by switching to another gas and/or electricity supplier or by requesting to change your gas and/or electricity supplies to another of our tariff(s) before 31st January 2014, we may apply a cancellation charge. The current cancellation charges are £30.64 for electricity and £20.42 for gas, each inclusive of VAT at the current rate of 20%. These charges will be amended, if there is a change in the VAT rate at any time or times before 31st January 2014, 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. **Please also see condition 5.**
5. If you cancel your supply contract for the Offer Product or switch to another of our tariff(s) before 31st January 2014, you will no longer be entitled to the HomeComfort Standard Boiler Care or any other of the benefits offered under the Offer Product.
6. ScottishPower reserves the right, on providing you with written confirmation, to transfer your supplies to (i) the closest equivalent offer we have available when that notice is issued, or (ii) to our standard electricity prices or standard combined mains gas and electricity offer when the Offer Product comes to an end.
7. The prices given in this leaflet are those you pay as an Offer Product customer and replace any mains gas and electricity prices which you may currently pay.
8. The obligations on ScottishPower under the Offer Product and these terms and conditions will not come into effect until we have been registered as the supplier of mains gas and electricity to the property.
9. If an applicant leaves the property to which an Offer Product applies, that customer will not be able to transfer that Offer Product to another property. However, such a customer will be entitled to apply for the version (if any) of the Offer Product on offer from ScottishPower for that other property.
10. ScottishPower will meet the Offer Product price fix guarantee unless it is prevented from doing so by the actions or requirements of any governmental, statutory or licensing authority.
11. Your payment method under the Offer Product is by monthly Direct Debit. If at any time or from time to time any payment due is not made via monthly Direct Debit, you agree that we shall be entitled to transfer your account to a standard non Offer Product service package. A cancellation charge as detailed in Condition 4 above may be applied if we receive a cancellation notice for your Direct Debit instruction.
12. These terms and conditions are in addition to the ScottishPower Gas and Electricity General Terms and Conditions for Domestic Customers.

[www.scottishpower.co.uk](http://www.scottishpower.co.uk)

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The Energy People