



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):**

#### **Act**

in the *Gas Conditions* the Gas Act 1986 as amended from time to time and in the *Electricity Conditions* the Electricity Act 1989 as amended from time to time;

#### **Agreement**

the *Application Form* completed by you as accepted by us and the *Gas Conditions* and/or the *Electricity Conditions* (as applicable) or the *Verbal Agreement* (as applicable);

#### **Annual Reassessment**

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;

#### **Application Form**

the application, incorporating some or all of these terms and conditions, made by you to us in writing for a supply of *Fuel* at the *Premises* or the *Online Application* (as applicable);

#### **Authority**

the Gas and Electricity Markets Authority;

#### **Connection Point**

the point at which the *Premises* are connected to the system for the distribution of electricity operated and/or owned by the *Distributor*;

#### **Cancellation Period**

the period beginning with the date on which you entered into the Agreement with us and ending on the date which is 14 days after (but not including) that date;

#### **Deposit**

shall have the meaning given to it in Article 5(2) of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001;

#### **Direct Debit Bonus Scheme**

means our scheme by which you may be entitled to receive a bonus payment applied to your account in the event that:-

- your account is, after all relevant deductions, at least one hundred pounds Sterling (£100) in credit, but not more than five hundred pounds Sterling (£500) in credit, at the time of your *Annual Reassessment*; and
- your payment option requires you to pay by monthly direct debit;

#### **disconnect, disconnection, disconnected**

in the *Gas Conditions* to stop gas passing from the mains gas pipeline system to the *Equipment* at the *Premises* and in the *Electricity Conditions* to stop electricity passing from the system for the distribution of electricity operated and/or owned by the *Distributor* to the *Equipment* at the *Premises*;

#### **Distributor**

the electricity distributor that operates and/or owns the electricity distribution network connected to the *Connection Point* through which electricity is conveyed to the *Premises*;

#### **Economic Loss**

loss of profits, revenues, interest, business, goodwill or commercial, market or economic opportunity, whether direct or indirect and whether or not foreseeable;

#### **Electricity Conditions**

parts 1, 3 and 4 of these terms and conditions;

#### **Electricity Supplier**

a person authorised to supply electricity under the *Act*;

#### **Equipment**

in the *Gas Conditions* the meter(s) valves, pressure regulators, pipes, and the other apparatus used to transport, measure and control the supply of gas to the *Premises* and in the *Electricity Conditions* the lines carrying, and the equipment transmitting, electricity in the *Premises*;

#### **Fuel**

if in the *Application Form* or the *Verbal Agreement* (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;

#### **Gas Conditions**

parts 1, 2 and 4 of these terms and conditions;

#### **Gas Supplier**

a person authorised to supply mains gas under the *Act*;

#### **Letter**

the written letter from us to you which records and details the agreement between you and us in the *Verbal Agreement*;

#### **Licence**

in the *Gas Conditions* the gas supply licence granted to us under the *Act* and in the *Electricity Conditions* the electricity supply licence granted to us under the *Act*;

#### **National Terms**

the agreement on the *Distributor's* national of *Connection* terms of connection, reference to which is printed after the end of these terms and conditions;

#### **Online Application**

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 *Fuel* at the *Premises*;

#### **Online Energy**

the administrative and information service detailed in the *Agreement* 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 *Fuel* at the *Premises* and specified by us to you at any time and from time to time;

#### **Premises**

in respect of an *Application Form* the property identified in the *Application Form* as the "premises" or in respect of a *Verbal Agreement* the property identified in the *Letter* as the "premises";

#### **Regulations**

the Electricity Safety, Quality and Continuity Regulations 2002 as amended or replaced from time to time;

#### **Relevant Date**

the date on which the *Cancellation Period* ends;

#### **Taxes**

VAT and any other tax, levy, charge or duty related to, or on, the supply of *Fuel* and/or the provision of the *Online Energy Service*. In addition, in the *Gas Conditions* also includes any such VAT and others payable to our gas suppliers and transporters and in the *Electricity Conditions* also includes any such VAT and others as we have to pay to those who distribute or transmit electricity for us;

#### **Transporter**

the gas transporter that operates and/or owns the mains gas pipeline system through which gas is conveyed to the *Premises*;

## Verbal Agreement

the verbal agreement, incorporating some or all of these terms and conditions, between us and you for a supply of Fuel at the Premises as recorded and detailed in the Letter (as applicable) and the Gas Conditions and/or the Electricity Conditions (as applicable);

## we, us, our

ScottishPower Energy Retail Limited having its registered office at 1 Atlantic Quay, Glasgow G2 8SP;

## Working Day

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.

## you, your, me,

in respect of an Application Form the person customer identified in the Application Form as the "customer" or in respect of a Verbal Agreement the person identified in the Letter 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 We shall complete the transfer, using the relevant supply industry processes, of the mains gas supply to the Premises from your existing Gas Supplier to us within 21 days following the end of the Cancellation Period, but that is subject to the following qualifications:-

- (i) you request us to carry out the transfer within a longer period;
- (ii) the existing Gas Supplier has prevented the transfer in a way in which it is permitted to do under its gas supply licence;
- (iii) we do not have all of the information we need to complete the transfer and:

(a) we have taken all reasonable steps to obtain the missing information from you and/or your existing Gas Supplier and you and/or your existing Gas Supplier has not provided that information, or the information provided is incorrect; and

(b) that information is not readily available to us from another source; or

- (iv) we are prevented from completing the transfer due to any other circumstances caused by you.

In any event we shall complete the transfer within 21 days of the date on which the applicable qualification(s) of this Condition 2.2 no longer apply to the transfer.

2.3 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.

### 5. ENDING THE AGREEMENT

5.1 References in Condition 5 to the ending of the Agreement are in relation to the ending of the supply of gas.

5.2 The Agreement shall end on the date a new Gas Supplier is permitted by the relevant supply industry processes to supply gas to the Premises.

5.3 You may end the Agreement if you cease to either own or occupy the Premises and you give us 2 Working Days', or such lesser period as we may agree, notice prior to so ceasing, and the Agreement will end upon the expiry of such notice.

5.4 If you cease to own or occupy the Premises without giving us at least 2 Working Days' notice the Agreement will end on whichever of the following occurs sooner:

- the second Working Day after you do give notice to us that you have ceased either to own or occupy the Premises and have provided us with a completed lease or such other

relevant documents as we may reasonably request from you, or

- a new owner or occupier enters into a contract for the supply of gas to the Premises.

5.5 We may end the Agreement and/or disconnect your supply of gas at any time on giving 28 days' notice of our wish to end the Agreement, or at any time on giving you notice to that effect:

- if you fail to pay any amount due to us by the date upon which such amount was due, or
- if you are using gas for a different purpose than that for which we agreed to supply it, or
- if you commit a material breach of the Agreement, and in each case the Agreement will end and/or we may disconnect your supply upon the expiry of such notice.

5.6 The Agreement may be ended immediately by either you or us by giving written notice to that effect to the other at any time after the Authority or the Secretary of State has revoked the Licence.

5.7 If a gas supply continues to be available at the Premises after the end of the Agreement, without another Gas Supplier obtaining all authorisations or registrations required under the Act to enable that Gas Supplier to provide a supply of gas to the Premises, or our commencing a supply of gas to the Premises under another arrangement, we will be entitled to charge you, and upon demand you will immediately pay to us, such amount as we may reasonably determine in respect of such supply until another Gas Supplier has obtained all authorisations or registrations required under the Act to enable that Gas Supplier to provide, or we under another arrangement commence, a supply of gas to the Premises.

5.8 If we increase the price or vary other terms of the Agreement to your significant disadvantage we will notify you of that increase or variation by giving you at least 30 calendar days' notice before the date the increase or variation takes effect. If you do not accept the increase or variation you are entitled to end the Agreement by giving us notice to end the Agreement, at any time prior to that increase or variation taking effect. If you give us that notice, the increase or variation will not take place. However the increase or variation will come into effect if, within 15 Working Days of you giving that notice to us, we do not receive notification through the relevant supply industry processes that another Gas Supplier will begin to supply the Premises within a reasonable period of time after that notice has been given by you.

## PART 3 – ELECTRICITY SUPPLY CONDITIONS

### 6. BEFORE WE ARE ABLE TO SUPPLY YOU

6.1 Our obligation to supply you with electricity shall only come into force once you have given to us such information and taken such action required of you in order to enable us to obtain, and we have obtained, all authorisations or registrations required under the Act to enable us to provide a supply of electricity to you at the Premises. While we expect those conditions will be fulfilled, if they have not been fulfilled within 3 months of the date of the Application Form or Verbal Agreement (as applicable), we may end the Agreement in relation to the supply of electricity without any liability by giving notice to you in writing or in respect of an Agreement including the provision of the Online Energy Service by e-mail.

6.2 We shall complete the transfer, using the relevant supply industry processes, of the electricity supply to the Premises from your existing Electricity Supplier to us within 21 days of the end of the Cancellation Period, but that is subject to the following qualifications:-

- (i) you request us to carry out the transfer within a longer period;
- (ii) the existing Electricity Supplier has prevented the transfer in a way in which it is permitted to do under its electricity supply licence;

(iii) we do not have all of the information we need to complete the transfer and:

(a) we have taken all reasonable steps to obtain the missing information from you and/or your existing Electricity Supplier and you and/or your existing Electricity Supplier has not provided that information, or the information provided is incorrect; and

(b) that information is not readily available to us from another source;

- (iv) we are prevented from completing the transfer due to any other circumstances caused by you.

In any event we shall complete the transfer within 21 days of the date on which the applicable exception(s) of this Condition 6.2 no longer apply to the transfer.

6.3 If the electricity meter(s) at the Premises are not of a type suitable for your payment option, you agree that we shall not be under any obligation to seek registration as the Electricity Supplier for the Premises and where those circumstances come to our attention:

- when we are in the process of being registered, we may seek to withdraw from that registration process; or
- after we have been registered, we may seek our de-registration and the re-registration of your previous supplier of electricity, and we may end the Agreement in relation to a supply of electricity without any liability by giving notice to you in writing or in respect of an Agreement including the provision of the Online Energy Service by e-mail.

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

6.5 We will not be under any obligation to supply any electricity to the Premises at any time or from time to time in excess of the maximum amounts which you are entitled to take through the Connection Point.

### 7. EQUIPMENT

7.1 The quantity of electricity supplied to the Connection Point shall be measured by the meter(s).

7.2 You will allow the Distributor or 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 The *Agreement* shall end on the date a new *Electricity Supplier* is permitted by the relevant supply industry processes to supply electricity to the *Premises*.
- 9.3 *You* may end the *Agreement* if *you* cease to either own or occupy the *Premises* and *you* give *us* 2 *Working Days*, or such lesser period as *we* may agree, notice prior to so ceasing, and the *Agreement* will end upon the expiry of such notice.
- 9.4 If *you* cease to own or occupy the *Premises* without giving *us* at least 2 *Working Days* notice the *Agreement* will end on whichever of the following occurs sooner:
- the second *Working Day* after *you* do give notice to *us* that *you* have ceased either to own or occupy the *Premises* and have provided *us* with a completed lease or such other relevant documents as *we* may reasonably request from *you*, or
  - a new owner or occupier enters into a contract for the supply of electricity to the *Premises*.
- 9.5 *We* may end the *Agreement* and/or *disconnect your* supply of electricity at any time on giving 28 days' notice of *our* wish to end the *Agreement*, or at any time on giving *you* notice to that effect:
- if *you* fail to pay any amount due to *us* by the date upon which such amount was due, or
  - if *you* are using electricity for a different purpose than that for which *we* agreed to supply it, or
  - if *you* commit a material breach of the *Agreement*, and in each case the *Agreement* will end and/or *we* may *disconnect your* supply upon the expiry of such notice.
- 9.6 The *Agreement* may be ended immediately by either *you* or *us* by giving written notice to that effect to the other at any time after the *Authority* or the Secretary of State has revoked the *Licence*.
- 9.7 If an electricity supply continues to be available at the *Premises* after the end of the *Agreement*, without another *Electricity Supplier* obtaining all authorisations or registrations required under the *Act* to enable that *Electricity Supplier* to provide a supply of electricity to the *Premises*, or *our* commencing a supply of electricity to the *Premises* under another arrangement, *we* will be entitled to charge *you*, and upon demand *you* will immediately pay to *us*, such amount as *we* may reasonably determine in respect of such supply until another *Electricity Supplier* has obtained all authorisations or registrations required under the *Act* to enable that *Electricity Supplier* to provide, or *we* under another arrangement commence, a supply of electricity to the *Premises*.
- 9.8 If *we* increase the price or vary other terms of the *Agreement* to *your* significant disadvantage *we* will notify *you* of that increase or variation by giving *you* at least 30 calendar days' notice before the date the increase or variation takes effect. If *you* do not accept the increase or variation *you* are entitled to end the *Agreement* by giving *us* notice to end the *Agreement*, at any time prior to the increase or variation taking effect. If *you* give *us* that notice, the increase or variation will not take place. However the increase or variation will come into effect if, within 15 *Working Days* of *you* giving that notice to *us*, *we* do not receive notification through the relevant supply industry processes that another *Electricity Supplier* will begin to supply the *Premises* within a reasonable period of time after that notice has been given by *you*.
- 10. NATIONAL TERMS OF CONNECTION**
- You* agree that by entering into the *Agreement*, *you* are also entering into an agreement with the *Distributor* on the terms and conditions of the *National Terms of Connection*.
- PART 4 - OTHER CONDITIONS**
- 11. COMMENCEMENT AND CONTINUATION OF AGREEMENT**
- 11.1 *You* appoint *us* as *your* agent for the purpose of allowing *us* on *your* behalf to terminate other gas and/or electricity contracts (if any) as may be required in order to allow the *Agreement* to come into force.
- 11.2 Subject to Condition 11.3, if *you* have selected a supply of gas and electricity then even if *our* obligation to supply gas or electricity does not come into force or *we* end the *Agreement* in relation to a supply of gas or electricity the *Agreement* will continue in full force and effect in relation to the other *Fuel*.
- 11.3 If *you* have selected a supply of gas and electricity and *we* are not registered, or *we* are de-registered, as the *Electricity Supplier* for the electricity supply to the *Premises* in the circumstances described in Condition 6.2, and *you* no longer wish *us* to supply gas to the *Premises*, at *your* request:
- unless *we* have done so already, *we* will not seek registration as the *Gas Supplier* for the *Premises*; or
  - if *we* are in the process of being registered as the *Gas Supplier* for the *Premises*, *we* will seek to withdraw from that registration process; or
  - after *we* have been registered as the *Gas Supplier* for the *Premises*, *we* will seek *our* de-registration and the re-registration of *your* previous supplier of gas,
- and *we* may end the *Agreement* in relation to a supply of gas without any liability by giving notice to *you* in writing or in respect of an *Agreement* including the provision of the *Online Energy Service* by e-mail.
- 12. TRANSFER OF CHARGES**
- 12.1 If *we* have made any payment to *your* previous supplier(s) of gas or electricity in respect of charges for the supply of gas or electricity to *you* at the *Premises* then *we* will be entitled to recover from *you* the amount of those charges together with *our* reasonable costs in recovering this amount. *We* will either add that sum to *your* next invoice(s) or at *our* option spread it over such number of invoices as *we* may decide, except where *you* have any prepayment meter(s) when *we* may adjust the prepayment meter(s) to recover that sum.
- 12.2 If *you* end the *Agreement* in relation to the supply of gas and/or electricity and leave unpaid charges payable under the *Agreement* for gas and/or electricity which *we* have supplied to *you*, then (where *we* are entitled to do so in terms of the *Licence*) *we* may transfer the right to recover those unpaid charges to another supplier who has, or other suppliers who have, commenced the supply of gas or electricity to *you* at the *Premises*.
- 13. ACCESS, PAYMENT AND EQUIPMENT**
- 13.1 *You* will allow the *Transporter*, *Distributor* or any other person authorised by the *Transporter*, *Distributor* or *us* full, free and safe rights of access to the *Premises* at all times if the *Transporter*, *Distributor* or *we* think it is necessary to cut off and/or *disconnect* the supply of *Fuel* to avoid danger to life or property and at all reasonable times for any other purpose authorised by the *Act*.
- 13.2 Subject to Condition 13.3, *we* will bill *you* and *you* will pay *us* for a supply of *Fuel* made by *us* in accordance with the payment option, and at the price applying to that payment option, as specified in the *Application Form* or in the *Verbal Agreement* and recorded and detailed in the *Letter* (as applicable).
- 13.3 When *you* fail to make a payment at any time or from time to time under the terms of the payment option agreed between *you* and *us*, *we* will be entitled to replace that payment option with an alternative payment option, and *you* will pay *us* in accordance with that alternative payment option, at the price applicable to that alternative payment option, as specified by *us* to *you* at that time.
- 13.4 In relation to a supply of gas where the *Transporter* is not the gas transporter whose transportation charges *our* prices are based on, *you* will also pay the additional amount (if any) specified as being payable in those circumstances in the *Application Form* or in the *Verbal Agreement* and recorded and detailed in the *Letter* (as applicable).
- 13.5 *We* may increase any of the prices and/or charges at any time or from time to time and *we* may reduce any of the prices and/or charges at any time or from time to time. If *we* so increase any of the prices and/or charges, *we* will notify *you* in accordance with Condition(s) 5.8 and/or 9.8 (as applicable).
- 13.6 In addition to the price and/or any charge, *you* will pay any *Taxes* other than any tax payable by *us* on *our* income or profits.
- 13.7 When *your* payment option does not require *you* to pay by direct debit or prepayment meter(s), *you* will pay to *us* the full amount of the charges payable under the *Agreement*, within 7 days of the date of a bill, (a) in respect of an *Agreement* other than an *Agreement* including the provision of the *Online Energy Service*, by post with a cheque or postal order, or at any place which has facilities for receiving such payments on *our* behalf, (b) in respect of an *Agreement* including the provision of the *Online Energy Service*, over the Internet and/or digital television by debit card or (c) as otherwise agreed between *us* and *you*.
- 13.8 Where *we* bill *you*, if information on the quantity of *Fuel* supplied by *us* is not available *we* may bill *you* on the basis of estimated readings for *your* likely consumption. When that information is available, *we* will make the appropriate adjustment, if any, to *your* next bill. Where *you* have any prepayment meter(s), if the amount *you* pay to *us* by use of prepayment meter card(s) or key(s) is less than the charge for the consumption taken through the prepayment meter(s), *you* will pay *us* the difference by *our* adjusting the prepayment meter(s) or requiring *you* to pay a lump sum to *us*.
- 13.9 If *you* pay to *us* at any time or from time to time an amount which is less or more than the amount due *we* may apply that payment as *we* decide.
- 13.10 On each occasion that *you* pay to *us* in full and final settlement of the amount due an amount which is less than the amount due, should *we* accept such payment that does not mean that *we* agree to that payment being full and final settlement of the amount due. *You* agree that:
- *we* can retain such payment as part-payment towards the amount due without the requirement for *us* to notify *you* of *our* rejection of that part-payment as full and final settlement of the amount due; and
  - *our* retention of such payment will not prevent *us* recovering from *you* the amount due which *we* consider remains to be paid.
- 13.11 *We* will be entitled at any time and from time to time to set off any liability that *you* have to *us* against any liability that *we* have to *you*.
- 13.12 *We* may charge *you*, and *you* will pay *us*, all reasonable costs, charges and expenses (including, without limiting the generality, all legal costs) incurred by *us* in relation to any breach by *you* of the *Agreement*, including any such costs, charges, expenses and legal costs) incurred in recovering any amount which is not paid by *you* on the date payment was due.
- 13.13 If *we* find that *you* were previously a *customer* of *ours* and that there are still amounts outstanding to *us* in respect of *your* previous account(s) with *us*, *we* may apply those outstanding amounts to any amounts due to *us* in terms of the *Agreement* and *we* will confirm this in writing to *you*. This sub-clause 13.13 will not apply to *you* if *you* are a prepayment *customer* unless *you* consent to it.
- 13.14 If any charges are outstanding from the date of the first reminder *we* can charge *you* interest from the date payment was due at the annual rate of 2% above the base lending rate of The Royal Bank of Scotland plc from time to time (or its equivalent if a base lending rate is not quoted by The Royal Bank of Scotland plc) on those charges.
- 13.15 If the *customer* comprises more than one person, all agreements and obligations entered into in the *Agreement* by the *customer* are entered into jointly and severally by each of the persons comprising the *customer*. *We* may take action against any one or more of the persons comprising the *customer* and/or may release in whole or in part the liability of any one or more of those persons under the *Agreement* or grant any relaxation without affecting the liability of the other of those persons.
- 13.16 *You* will pay to *us* such reasonable deposit by way of security as *we*, consistent with the *Licence*, may at any time or from time to time request. If *we* make such a request prior to the commencement of the supply of *Fuel* under the *Agreement*, that supply will not start until that deposit has been provided.
- 13.17 *You* will be responsible at all times for the *Equipment* on *your* side of the meter(s) and at *your* expense will procure that it is maintained in good working order and condition, and is operated in compliance with the *Act*.
- 13.18 The reading shown on the register of the meter(s) shall be regarded as prima facie evidence of the amount of *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.
- 13.19 You must take reasonable care to keep the meter(s) measuring the supply of *Fuel* to the *Premises* free from damage or interference. If you do not you must pay us for the reasonable costs:
- paid or incurred by us to repair or replace it or them; or
  - incurred by us or any person authorised by us in responding to a request for any attendance due to a failure by you to take reasonable care of the meter(s).
- 14. DIRECT DEBIT BONUS SCHEME**
- 14.1 In the event that your payment option is monthly direct debit, at your *Annual Reassessment* we shall calculate the bonus, if any, payable to you under the *Direct Debit Bonus Scheme* in accordance with the criteria available by contacting us and as detailed on our website at [www.scottishpower.co.uk/dbonus](http://www.scottishpower.co.uk/dbonus), as may be amended by us from time to time. Any bonus payable to you shall be detailed on your *Annual Reassessment* statement.
- 14.2 In the event that we are unable to determine the net amount of credit in your account due to technical issues or failure by you to provide an accurate up-to-date meter reading on request, we shall be entitled to delay paying you any applicable bonus until such issues are resolved.
- 14.3 Only one bonus payment under the *Direct Debit Bonus Scheme* may be payable to you in a twelve (12) month period.
- 14.4 In the event that you:
- have left us or we are notified that you intend to leave us prior to the *Annual Reassessment* date; or
  - are in breach of any of your obligations under these terms and conditions; or
  - you default in your direct debit payments,
- you shall not be entitled to any bonus payment under the *Direct Debit Bonus Scheme*.
- 14.5 For the avoidance of doubt, the *Direct Debit Bonus Scheme* shall only apply to credit which has accumulated as a direct result of overpayment in accordance with direct debit instruction, as required by us. Any sums paid directly into your account by you at your request will be disregarded for the purposes of calculating any bonus payable.
- 14.6 In the case of any dispute with regard to the amount of any bonus paid to you in accordance with the *Direct Debit Bonus Scheme*, our decision will be final and binding.
- 14.7 Any overpayment received by us from you shall not constitute a *deposit*.
- 14.8 We reserve the right to withdraw the *Direct Debit Bonus Scheme* at any time. Any such withdrawal will be notified to you.
- 15. GENERAL**
- 15.1 If requested by us at any time you will give to us all the information we reasonably require to enable us to operate the *Agreement*.
- 15.2 You can obtain details of our products and prices by going to our website: [www.scottishpower.co.uk](http://www.scottishpower.co.uk), or by writing to us at "ScottishPower Energy Retail, Customer Care, Cathcart Business Park, Spean Street, Glasgow, G44 4BE".
- 15.3 We will provide you, on an annual basis, in writing or by e-mail, with details of the guaranteed standards which we have to comply with by law. Those details include information on the compensation arrangements to enable you to make a claim for the occasions when we fail to meet the guaranteed standards. Those details of the guaranteed standards are available on our website: [www.scottishpower.co.uk](http://www.scottishpower.co.uk) or by writing to us at "ScottishPower Energy Retail, Customer Care, Cathcart Business Park, Spean Street, Glasgow, G44 4BE".
- 15.4 We will provide you, in writing or by e-mail, on each bill or statement of account, which we send to you, with details of our procedures to enable you to make a complaint against us. In addition our Complaints Handling Charter is available on our website: [www.scottishpower.co.uk](http://www.scottishpower.co.uk) or by writing to us at "ScottishPower Energy Retail, Customer Care, Cathcart Business Park, Spean Street, Glasgow, G44 4BE".
- 15.5 So long as events or circumstances outside our or your reasonable control prevent either us or you from complying with any of our or your respective obligations under the *Agreement*, other than with respect to payment, we or you, as the case may be, will be excused for such failure. The performance by you or by us of obligations under the *Licence* or the *Act* or any other relevant legislation will not constitute breach of any provision of the *Agreement*.
- 15.6 Notices under the *Agreement* (a) shall be in writing and shall be delivered by hand or post to you at the *Premises* or us at ScottishPower Energy Retail, PO Box 7111, Cathcart Business Park, Glasgow G44 4BE or such other address notified to us or you for this purpose or (b) in respect of an *Agreement* including the provision of the *Online Energy Service* where notice can be given by e-mail, may alternatively be sent to us or you at the e-mail address given for us or you in the *Agreement* or such other e-mail address notified to us or you for this purpose.
- 15.7 We may assign and transfer any or all of our whole rights and obligations under and in terms of the *Agreement* (including any monies payable to us) to another party provided they have obtained all the licences and approvals from the *Authority* or other regulatory authorities necessary for them to supply *Fuel* to you at the *Premises*. As a result that party will acquire the rights and assume the obligations as if it had been the original party to the *Agreement* with you. We will be released from all of our obligations under the *Agreement* so assigned and transferred, and, from then on, your dealings will be with that party in respect of the rights and obligations assigned and transferred. You cannot assign or transfer any of your rights or obligations under the *Agreement* without first of all obtaining our consent in writing or in respect of an *Agreement* including the provision of the *Online Energy Service* by e-mail.
- 15.8 If we are required by any court, competent authority or the *Authority* to amend the *Agreement*, or need to do so to reflect any change in the *Licence* or any order made in terms of the *Act*, we may do so and will notify you of the changes.
- 15.9 In respect of a *Verbal Agreement* (a) the details recorded in the *Letter* shall be conclusive as to the terms of the *Verbal Agreement*, (b) you confirm that the information given by you in the *Verbal Agreement* as recorded and detailed in the *Letter* is complete and correct and (c) you accept that the supply of gas and the supply of electricity will each start as soon as is practicable after the date of the *Verbal Agreement*.
- 15.10 It is our intention that all the terms of the contract between us and you are contained in these terms and conditions and in the brochures and specifications provided to you which relate to the *Agreement*.
- 15.11 The *Agreement* shall be construed and implemented in accordance with English law if the *Premises* are in England and Wales and in accordance with Scots law if the *Premises* are in Scotland.
- 16. ONLINE ENERGY SERVICE**
- In respect of an *Agreement* including the provision of the *Online Energy Service*:
- to use the *Online Energy Service*, you must at your own cost and expense provide a suitable personal computer and modem and any other hardware and software necessary to enable you to access the *Online Energy Service* at any time or from time to time;
  - you must provide us with an up to date e-mail address at all times;
  - you will be required to enter a username and a password in order to gain access to the *Online Energy Service*. You are solely responsible for maintaining the security of your username and password;
  - you must follow the rules for the use of the *Online Energy Service* detailed on our web site at any time and from time to time. Should you not do so, we shall be entitled to charge you the reasonable charge for each instance of your not following a rule specified on our web site at that time;
  - you or we may at any time withdraw from the *Agreement* in relation to the *Online Energy Service* by giving notice to that effect to the other and the *Agreement* will continue in full force and effect in relation to an *Agreement* not including the provision of the *Online Energy Service*;
  - we can suspend any or all of the *Online Energy Service* at any time and from time to time for such period as we in our sole discretion consider necessary to allow us to inspect, maintain, renew, repair or revise our web site;
  - in performing the *Online Energy Service* our obligation is only to exercise the reasonable care and skill which would be exercised by a competent provider of such services in the same circumstances.
- 17. CONTINUING OBLIGATIONS**
- The ending of the *Agreement* shall not affect any of your, the *Distributor's* or our rights, remedies or obligations which may have accrued before or as a result of the ending of the *Agreement* and shall not affect any of your, the *Distributor's* or our rights, remedies or obligations which either expressly or by implication in the *Agreement* are stated to continue after the ending of the *Agreement*.
- 18. LIMITATION OF LIABILITY**
- If we fail to comply with any term of the *Agreement*, or are negligent, you may be entitled under the general law to recover compensation from us for any loss or damage you have suffered. However, we will not be required to compensate you for loss or damage caused by anything beyond our reasonable control, or for any loss or damage which is consequential, indirect or financial or arises from or amounts to *Economic Loss* or wasted expenses, other than where you are entitled to recover compensation for such loss or damage under the general law in relation to death, personal injury or fraudulent misrepresentation. Provided that our total liability in respect of all claims for such loss or damage, save for that occurring through death, personal injury or fraudulent misrepresentation, arising in any one calendar year shall not exceed £1,000,000.
- 19. USE OF PERSONAL INFORMATION**
- 19.1 Information you provide to us or our agents or contractors or we otherwise hold (whether or not under the *Agreement*) may be used by us and/or given to and used by other companies in our group of companies, our agents and/or our contractors:
- to help administer any accounts, services and products provided by our group of companies now or in the future;
  - for market research and analysis or for demonstrating and testing computer systems;
  - to help us, other companies in our group of companies, our agents and/or our contractors to detect debt, fraud or loss;
  - use information to identify offers tailored to your needs including but not limited to, tailored energy efficiency advice;
  - to inform you about services and products which may be of interest to you (if you have consented to us doing so), including by visit, email, phone SMS text or other forms of electronic communications; and
  - for all purposes reasonably ancillary to any of those purposes.
- We may also transfer your data to countries outwith the EEA (European Economic Area) for the purposes of managing your account, for the provision of our services and products to you and for marketing purposes.
- 19.2 For the purposes of managing your account and tailoring our services to your needs, we may use an automated scoring system which uses information about you from credit reference agencies.
- 19.3 We may monitor and/or record communications with you (including telephone conversations and e-mails) to confirm your identity, ensure security, help maintain service quality and for training purposes.
- 19.4 When you apply to us to open an account, we may check the following records relating to you and others (see 19.5 below):
- (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 and for preventing crime and money laundering. We may also make periodic searches at CRAs and FPAs to manage your account/s with us.
- 19.5 If you tell us that you have a spouse or financial associate, we will link you together so you must be sure that you have their agreement to disclose information about them. CRAs also link you together and these links will remain on your and their files until such time as you or your spouse or financial associate successfully file for disassociation with the CRAs.
- 19.6 Information on applications may be sent to CRAs and recorded by them. Where you receive products and/or services from us, we may give details of your account/s and how you manage it/them to CRAs and if you do not pay for the products/services in full and on time, CRAs may record the outstanding debt. This information can be supplied to other organisations by CRAs and FPAs to perform similar checks and to trace your whereabouts and recover debts that you owe. Records remain on file for 6 years after they are closed, whether settled by you or defaulted.
- 19.7 If you give us false or inaccurate information and we suspect or identify fraud, we will record this and may also pass this information to FPAs and other organisations involved in crime and fraud prevention to prevent fraud and/or money laundering. If we suspect or detect theft of mains gas and/or electricity from the *Premises*, we will record the details and we may share them with the police and/or other law enforcement bodies.

In such circumstances, we may record details of any relevant criminal offences that you have or may have committed.

- 19.8 If you have received products and/or services from us and do not make payments that you owe us, we will trace your whereabouts and recover debts. Such tracing may include sharing information about you with other mains gas and/or electricity suppliers.
- 19.9 We may transfer any debt that you owe us, to another organisation, by providing them with relevant details, and that organisation will become the owner of that debt.
- 19.10 Where we are advised that you owe any debt to your previous supplier(s) of gas and/or electricity (as applicable), you permit us to contact your previous supplier(s) for details of the debt you owe. Where we are advised that another Gas Supplier and/or Electricity Supplier has received a request to supply gas and/or electricity (as applicable) to the Premises, we may provide details of any debt you owe us to that Gas Supplier and/or Electricity Supplier. We may ask your previous Gas Supplier and/or Electricity Supplier(s) for information about you to help us take over your gas and/or electricity supply. We may also provide your new Gas Supplier and/or Electricity Supplier with information about you to help them take over your gas and/or electricity supplies. We may provide information about you to another gas and/or electricity supplier to help settle disputes about the supply of gas and/or electricity to your Premises.
- 19.11 Your data may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law, or by a regulatory body. We will seek to provide anonymised or aggregated data but there may be circumstances where it is necessary to provide personal information and in those circumstances we shall do so.
- 19.12 Information about you may have to be shared with government bodies where required for the purpose of government initiatives. Such sharing of personal information will only be done where it is necessary and wherever possible, we will make sure appropriate safeguards are in place.
- 19.13 If we reasonably believe that you (or any member of your household) has particular needs which are relevant to the supply of gas and/or electricity to your Premises, we may record relevant information about you and/or such member. We will use this information to make sure that your circumstances are recognised in our dealings with you. We may disclose such information for relevant purposes to:
- social service departments, charities, health-care and other support organisations if we believe it is in your vital interests to do so;
  - another Gas Supplier and/or Electricity Supplier if we believe you are considering changing Gas Supplier and/or Electricity Supplier; and
  - the applicable Transporter, Distributor, or metering agents.
- 19.14 You are entitled to a copy of the data held about you on our systems on payment of a fee. You can also be given more detail of how your data is used by us, CRAs and FPAs by writing to: Data Protection Representative, ScottishPower Energy Retail, Section 5, Cathcart Business Park, Spean Street, Glasgow G44 4BE. You can contact the CRAs currently operating in the UK. The information they hold may not be the same so it may be worth contacting them all. They will charge you a small fee.

- Call Credit, Consumer Services Team, PO Box 491, Leeds LS3 1WZ or call 0870 0601414.
- Equifax, Credit File Advice Centre, PO Box 3001, Bradford BD1 5US or call 0870 0100583.
- Experian, Consumer Help Service, PO Box 8000, Nottingham NG80 7WF or call 0870 2416212.

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

**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%.