



Platinum Fixed Energy
A Guaranteed Deal

Welcome to your Platinum Fixed Energy October 2013 Offer



In this easy-to-follow booklet you'll find all the information you need about your Platinum Fixed Energy October 2013 Offer, including your unit prices, product features, benefits and Terms and Conditions. This booklet forms part of your contract with ScottishPower so make sure you keep it with all your important documents.

Prices effective from 6th October 2011



SCOTTISHPOWER
The Energy People

A very warm welcome to your Platinum Fixed Energy October 2013 Offer

Read on to find out everything you need to know about your Platinum Fixed Energy October 2013 Offer, including the features and benefits of HomeComfort Premium Boiler Care – the boiler care package that's part of this great energy bundle.

All-round peace of mind

We're not just looking after your boiler and radiators, we guarantee that your offer product prices will remain fixed until 30th September 2013.

Helping you find your prices

To make it easier for you to find your gas and electricity prices, we explain how with a diagram on page 7. All you need is a copy of your energy bill.

Getting started with HomeComfort Premium Boiler Care

On page 6, we explain step-by-step what happens next and how we're with you through the process.

all-round
peace of mind
with our energy
bundle

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Platinum Fixed Energy October 2013 Offer - Your Benefits

Fixed prices plus boiler and radiator cover with HomeComfort Premium Boiler Care as part of the bundle.

Certainty about your prices

We guarantee your prices won't change before **30th September 2013**, giving you long-lasting protection, whatever happens in the energy market.

Enjoy our user-friendly Online Energy Service

Choose to manage your account online and opt for paperless billing, and you'll not only enjoy the extra control it gives you, you'll also benefit from an extra discount of £15.75 (incl. VAT) a year.** It's easy to register – just visit www.scottishpower.co.uk

Boiler care from a name you trust

HomeComfort Premium Boiler Care is included as part of your bundled energy package, taking the worry out of boiler breakdown.

Enjoy your Dual Fuel discount

As you're taking both gas and electricity from us, you'll benefit from a Dual Fuel discount of £16.80 (incl. VAT) each year.*

Get a fantastic 25% off cavity wall insulation†

Discount applies to the first £149 you spend on cavity wall insulation.

To find out how you can claim 25% off cavity wall insulation and to arrange a FREE, no obligation quote, call 0845 601 7836 or go to www.scottishpower.co.uk/homeinsulation and quote Platinum1

"Please put this booklet somewhere safe when you've read it"

Remember, we're here to look after you

We want you to feel completely happy with your Platinum Fixed Energy October 2013 Offer, so if you have any questions, just call us on **0800 027 8484**.



HomeComfort Premium Boiler Care – keeping your home cosy

Heating and hot water are central to a cosy home, so it's good to know if they stop working, a ScottishPower approved engineer will help get things back to normal for you as soon as possible. And there are lots of other ways in which HomeComfort Premium Boiler Care gives you extra reassurance and convenience.

A reminder of all the benefits you enjoy with HomeComfort Premium Boiler Care

- Peace of mind with our 24/7 emergency call centre
- Annual boiler service and safety check
- Cover for your boiler and controls
- Cover for your radiators
- Unlimited call-outs
- The reassurance of Gas Safe registered engineers

Important information

Please be aware that **30 days** after your Platinum Fixed Energy October 2013 supply start date, all costs in relation to breakdown call-outs will be fully covered under the terms of your agreement. Any call-out costs within the first 30 days will be rechargeable to you.



Important information

What happens next?

We will write to you to confirm the next steps and tell you when your new Platinum Fixed Energy October 2013 Offer prices will take effect. Please note for new customers it will then take approximately 3 weeks to complete the transfer of your gas and electricity supply from the date that we get confirmation from your existing supplier(s) that you can switch. When this transfer is complete we will write to you to confirm your energy supply start date(s).

Our Platinum Fixed Energy October 2013 Offer Terms and Conditions are detailed in this booklet.

Prices stated in this booklet are correct as at 6th October 2011. The prices quoted in this booklet are fixed until 30th September 2013 but your Direct Debit amounts may vary depending on your gas and electricity usage.

This Offer is only available to Standing Charge Dual Fuel customers paying by monthly Direct Debit. A gas only product and electricity only product is not available.

Please note that the Daily Service Charges as set out in pages 8 and 9 are higher than our 1st August 2011 standard monthly Direct Debit Daily Service Charges.

Cancellation charges

If you cancel your Platinum Fixed Energy October 2013 Offer contract by switching to another gas and/or electricity supplier before 30th September 2013, we will 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 30th September 2013, by an amount equivalent to the applicable change in the VAT rate. These charges will not be applied if the agreement is cancelled due to a home move.

What happens to your HomeComfort Premium Boiler Care if you cancel your supply contract with us?

If you cancel your supply contract with us or switch to another of our tariffs before 30th September 2013, you will immediately no longer be entitled to HomeComfort Premium Care or any other benefits offered under Platinum Fixed Energy October 2013 Offer.

What happens at the end of this Platinum Fixed Energy October 2013 Offer?

We will write to you before the end of the Offer to let you know what will happen next. Depending on your preferred option at that time, this may involve moving to an alternative product offer, or our standard monthly Direct Debit prices. Alternatively, you will have the option to cancel your contract with us without being required to pay any cancellation charges.

Any questions? Just call

We want to make sure you're totally happy about your new energy package, so if you'd like to discuss anything please call us on 0800 027 8484. Our lines are open Monday to Friday 8am to 7pm, Saturday 8am to 1pm.

Your next steps to setting up HomeComfort Premium Boiler Care

It takes a few simple steps to get HomeComfort Premium Boiler Care set up to look after your boiler and radiators.

1 Welcome letter

Within a few weeks, you'll receive a welcome letter which gives you details about your package, including important contact numbers.

2 Arrange initial inspection

You have 90 days from your Platinum Fixed Energy October 2013 supply start date to get in touch with us and arrange for a ScottishPower approved engineer to carry out an initial inspection of your boiler and central heating system. We'll make sure this is at a convenient time for you.

3 Engineer visits

This inspection ensures your central heating system is in good working order and suitable for HomeComfort Premium Boiler Care. The engineer will confirm if your system has passed after the inspection.

4 You're protected

Once your system has passed the initial inspection you can then enjoy all the benefits of HomeComfort Premium Boiler Care, knowing your boiler and radiators are being looked after.

5 Annual service and safety check

We'll get in touch with you when it's time to arrange your annual boiler service and system check.

What happens if your central heating system fails the initial inspection?

The engineer will let you know at the end of the inspection if your central heating system has failed the inspection, and explain why. In some circumstances, it may be possible for remedial work to be carried out at your expense to bring your system up to standard so we can offer you HomeComfort Premium Boiler Care. If you don't wish to pay for remedial work, or remedial work isn't possible, we will offer you another ScottishPower energy deal that suits your needs. In this situation, we will get in touch with you to discuss your options.

Which parts of your central heating system are covered?

- Gas boiler and standard controls
- Time clock or programmer
- Room thermostat
- Cylinder thermostat
- Frost thermostat
- Circulating pump
- Motorised valves
- Thermostat radiator valves
- System pipe works (excluding domestic water supply and gas supply from gas meter to appliance connection)
- Hot water cylinder
- Feed and expansion tank or filling loop
- Pressure vessel

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 below. 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			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	47.64p	10.378p	---	50.02p	10.897p	---
10	Eastern	Two Rate	48.13p	11.472p	5.720p	50.54p	12.046p	6.006p
11	East Midlands	Single Rate	48.15p	10.467p	---	50.56p	10.990p	---
11	East Midlands	Two Rate	48.61p	10.672p	5.578p	51.04p	11.206p	5.857p
12	London	Single Rate	51.79p	10.640p	---	54.38p	11.172p	---

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	53.01p	3.524p	55.66p	3.700p
11	East Midlands	53.01p	3.477p	55.66p	3.651p
12	London	52.96p	3.513p	55.61p	3.689p
13	Manweb	52.88p	3.511p	55.52p	3.687p

! If you smell gas – call 0800 111 999

If you can smell gas or you're worried that fumes containing carbon monoxide are escaping from a gas appliance, report the emergency to the National Grid on 0800 111 999 (lines open 24/7).

ScottishPower Gas and Electricity Prices

For domestic Platinum Fixed Energy October 2013 Offer customers effective from 6th October 2011.

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	47.64p	10.378p	---	50.02p	10.897p	---
10	Eastern	Two Rate	48.13p	11.472p	5.720p	50.54p	12.046p	6.006p
11	East Midlands	Single Rate	48.15p	10.467p	---	50.56p	10.990p	---
11	East Midlands	Two Rate	48.61p	10.672p	5.578p	51.04p	11.206p	5.857p
12	London	Single Rate	51.79p	10.640p	---	54.38p	11.172p	---
12	London	Two Rate	54.94p	10.936p	5.703p	57.69p	11.483p	5.988p
13	Manweb	Domestic 'S'	53.46p	11.315p	---	56.13p	11.881p	---
13	Manweb	Economy 7	55.15p	12.619p	5.905p	57.91p	13.250p	6.200p
14	Midlands	Single Rate	49.47p	10.664p	---	51.94p	11.197p	---
14	Midlands	Two Rate	51.36p	11.005p	5.539p	53.93p	11.555p	5.816p
15	Northern	Single Rate	52.88p	10.217p	---	55.52p	10.728p	---
15	Northern	Two Rate	54.17p	11.156p	5.634p	56.88p	11.714p	5.916p
16	Norweb	Single Rate	48.29p	10.952p	---	50.70p	11.500p	---
16	Norweb	Two Rate	50.80p	11.772p	5.357p	53.34p	12.361p	5.625p
17	Scottish Hydro	Single Rate	47.67p	11.881p	---	50.05p	12.475p	---
17	Scottish Hydro	Two Rate	49.18p	14.611p	6.417p	51.64p	15.342p	6.738p
18	ScottishPower	Domestic	45.97p	11.419p	---	48.27p	11.990p	---
18	ScottishPower	White Meter No. 1Y	47.93p	12.761p	6.088p	50.33p	13.399p	6.392p
19	SEEBBOARD	Single Rate	45.78p	11.019p	---	48.07p	11.570p	---
19	SEEBBOARD	Two Rate	47.95p	11.187p	5.392p	50.35p	11.746p	5.662p
20	Southern	Single Rate	51.05p	10.681p	---	53.60p	11.215p	---
20	Southern	Two Rate	51.53p	11.188p	5.639p	54.11p	11.747p	5.921p
21	SWALEC	Single Rate	51.73p	11.220p	---	54.32p	11.781p	---
21	SWALEC	Two Rate	52.46p	12.025p	5.502p	55.08p	12.626p	5.777p
22	SWEB	Single Rate	53.33p	11.266p	---	56.00p	11.829p	---
22	SWEB	Two Rate	53.78p	11.902p	6.273p	56.47p	12.497p	6.587p
23	Yorkshire	Single Rate	51.60p	10.349p	---	54.18p	10.866p	---
23	Yorkshire	Two Rate	52.08p	10.990p	5.584p	54.68p	11.540p	5.863p

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 October 2013 Offer customers effective from 6th October 2011.

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	53.01p	3.524p	55.66p	3.700p
11	East Midlands	53.01p	3.477p	55.66p	3.651p
12	London	52.96p	3.513p	55.61p	3.689p
13	Manweb	52.88p	3.511p	55.52p	3.687p
14	Midlands	52.60p	3.457p	55.23p	3.630p
15	Northern	52.60p	3.457p	55.23p	3.630p
16	Norweb	52.69p	3.436p	55.32p	3.608p
17	Scottish Hydro	52.60p	3.457p	55.23p	3.630p
18	ScottishPower	52.29p	3.427p	54.90p	3.598p
19	SEEBOARD	52.69p	3.474p	55.32p	3.648p
20	Southern	52.87p	3.501p	55.51p	3.676p
21	SWALEC	52.87p	3.501p	55.51p	3.676p
22	SWEB	52.60p	3.457p	55.23p	3.630p
23	Yorkshire	52.26p	3.381p	54.87p	3.550p

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

Platinum Fixed Energy October 2013 customers (ScottishPower Area):

Descriptions and Recommended Applications

These descriptions cover general principles. Actual prices 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 this tariff, there is a primary block rate which is applied to the first 900kWh used per annum.

White Meter No. 1^Y (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 October 2013 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 this 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 this 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 dependent 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>Economic Loss</i>	loss of profits, revenues, interest, business, goodwill or commercial, market or economic opportunity, whether direct or indirect and whether or not foreseeable;
<i>Agreement</i>	the <i>Application Form</i> completed by you as accepted by us and the <i>Gas Conditions</i> and/or the <i>Electricity Conditions</i> (as applicable) or the <i>Verbal Agreement</i> (as applicable);	<i>Electricity Conditions</i>	parts 1, 3 and 4 of these terms and conditions;
<i>Annual Reassessment</i>	the time(s) during the year at which we check the payments that you have made against the cost of energy that you have used to determine the balance on your account and assess whether your monthly direct debit payments need to be increased or decreased;	<i>Electricity Supplier</i>	a person authorised to supply electricity under the Act;
<i>Application Form</i>	the application, incorporating some or all of these terms and conditions, made by you to us in writing for a supply of <i>Fuel</i> at the <i>Premises</i> or the <i>Online Application</i> (as applicable);	<i>Equipment</i>	in the <i>Gas Conditions</i> the meter(s) valves, pressure regulators, pipes, and the other apparatus used to transport, measure and control the supply of gas to the <i>Premises</i> and in the <i>Electricity Conditions</i> the lines carrying, and the equipment transmitting, electricity in the <i>Premises</i> ;
<i>Authority</i>	the Gas and Electricity Markets Authority;	<i>Fuel</i>	if in the <i>Application Form</i> or the <i>Verbal Agreement</i> (as applicable) you selected a supply of gas means mains gas, if you selected a supply of electricity means electricity and if you selected both, means mains gas and electricity;
<i>Connection Point</i>	the point at which the <i>Premises</i> are connected to the system for the distribution of electricity operated and/or owned by the <i>Distributor</i> ;	<i>Gas Conditions</i>	parts 1, 2 and 4 of these terms and conditions;
<i>Cancellation Period</i>	the period beginning with the date on which you entered into the Agreement with us and ending on the date which is 14 days after (but not including) that date;	<i>Gas Supplier</i>	a person authorised to supply mains gas under the Act;
<i>Deposit</i>	shall have the meaning given to it in Article 5(2) of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001;	<i>Letter</i>	the written letter from us to you which records and details the agreement between you and us in the <i>Verbal Agreement</i> ;
<i>Direct Debit Bonus Scheme</i>	means our scheme by which you may be entitled to receive a bonus payment applied to your account in the event that: <ul style="list-style-type: none">• your account is, after all relevant deductions, at least one hundred pounds Sterling (£100) in credit, but not more than five hundred pounds Sterling (£500) in credit, at the time of your Annual Reassessment; and• your payment option requires you to pay by monthly direct debit;	<i>Licence</i>	in the <i>Gas Conditions</i> the gas supply licence granted to us under the Act and in the <i>Electricity Conditions</i> the electricity supply licence granted to us under the Act;
<i>disconnect, disconnection, disconnected</i>	in the <i>Gas Conditions</i> to stop gas passing from the mains gas pipeline system to the <i>Equipment</i> at the <i>Premises</i> and in the <i>Electricity Conditions</i> to stop electricity passing from the system for the distribution of electricity operated and/or owned by the <i>Distributor</i> to the <i>Equipment</i> at the <i>Premises</i> ;	<i>National Terms of Connection</i>	the agreement on the <i>Distributor's</i> national terms of connection, reference to which is printed after the end of these terms and conditions;
<i>Distributor</i>	the electricity distributor that operates and/or owns the electricity distribution network connected to the <i>Connection Point</i> through which electricity is conveyed to the <i>Premises</i> ;	<i>Online Application</i>	the application, incorporating some or all of these terms and conditions, made by you to us over the Internet, our Intranet and/or digital television for a supply of <i>Fuel</i> at the <i>Premises</i> ;
		<i>Online Energy</i>	the administrative and information service detailed in the <i>Agreement</i> as the "Online Energy Service" and/or such other administrative and information services as may be provided by us to you over the Internet, our Intranet and/or digital television in respect of a supply of <i>Fuel</i> at the <i>Premises</i> and specified by us to you at any time and from time to time;
		<i>Premises</i>	in respect of an <i>Application Form</i> the property identified in the <i>Application Form</i> as the "premises" or in respect of a <i>Verbal Agreement</i> the property identified in the <i>Letter</i> as the "premises";
		<i>Regulations</i>	the Electricity Safety, Quality and Continuity Regulations 2002 as amended or replaced from time to time;
		<i>Relevant Date</i>	the date on which the Cancellation Period ends;

ScottishPower Gas and Electricity

General Terms and Conditions for domestic customers

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

PART 2 – GAS SUPPLY CONDITIONS

2. BEFORE WE ARE ABLE TO SUPPLY YOU

- 2.1 Our obligation to supply you with gas shall only come into force once you have given to us such information and taken such action required of you in order to enable us to obtain, and we have obtained, all authorisations or registrations required under the Act to enable us to provide a supply of gas to you at the *Premises*. While we expect those conditions will be fulfilled, if they have not been fulfilled within 3 months of the date of the *Application Form* or *Verbal Agreement* (as applicable), we may end the *Agreement* in relation to the supply of gas without any liability by giving notice to you in writing or in respect of an *Agreement* including the provision of the *Online Energy Service* by e-mail.
- 2.2 We shall complete the transfer, using the relevant supply industry processes, of the mains gas supply to the *Premises* from your existing Gas Supplier to us within 21 days following the end of the Cancellation Period, but that is subject to the following qualifications:
- you request us to carry out the transfer within a longer period;
 - the existing *Gas Supplier* has prevented the transfer in a way in which it is permitted to do under its gas supply licence;
 - we do not have all of the information we need to complete the transfer and:
 - we have taken all reasonable steps to obtain the missing information from you and/or your existing *Gas Supplier* and you and/or your existing *Gas Supplier* has not provided that information, or the information provided is incorrect; and
 - that information is not readily available to us from another source; or
 - we are prevented from completing the transfer due to any other circumstances caused by you.
- In any event we shall complete the transfer within 21 days of the date on which the applicable qualification(s) of this Condition 2.2 no longer apply to the transfer.
- 2.3 For the carrying out of any of the additional work which you may ask us, or we may have, to carry out and/or in connection with any attempt to disconnect or re-connect your supply, we may charge you, and you will pay, reasonable charges.

4. SAFETY AND EMERGENCIES

- 4.1 You will not use gas in a way which is likely to create any risk to the health or safety of any person or risk of damage to property or affect the supply of gas to other consumers.
- 4.2 If you suspect an escape of gas, or damage to any *Equipment* which might result in the escape of gas, you must notify the *Transporter* immediately. The telephone number is 0800 111 999. We will notify you if the telephone number changes.
- 4.3 If we are given a direction under any act of parliament or regulation prohibiting or restricting the supply of gas to specified persons, then for so long as the direction is in force and so far as is necessary or expedient for the purposes of or in connection with the direction:
 - we shall be entitled to discontinue or restrict the supply of gas to you, and
 - you will refrain from using, or will restrict your use of, gas as required by our instructions.
- 4.4 We will not have to supply the *Premises* with more gas than can be supplied by the *Transporter* and in accordance with the Act to the *Premises*.

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5. ENDING THE AGREEMENT

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

PART 3 – ELECTRICITY SUPPLY CONDITIONS

6. BEFORE WE ARE ABLE TO SUPPLY YOU

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

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

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

12. TRANSFER OF CHARGES

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

13. ACCESS, PAYMENT AND EQUIPMENT

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

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

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

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

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

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

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

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

14. DIRECT DEBIT BONUS SCHEME

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

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

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

14.4 In the event that you:

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

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

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

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

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

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

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

15. GENERAL

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

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

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

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

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

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

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

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

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

16. ONLINE ENERGY SERVICE

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

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

17. CONTINUING OBLIGATIONS

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

18. LIMITATION OF LIABILITY

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

19. USE OF PERSONAL INFORMATION

19.1 Information *you* provide to *us* or *our* agents or contractors or we otherwise hold (whether or not under the *Agreement*) may be used by *us* and/or given to and used by other companies in *our* group of companies, *our* agents and/or *our* contractors:

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

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

19.2 For the purposes of managing *your* account and tailoring *our* services to *your* needs, we may use an automated scoring system which uses information about *you* from credit reference agencies.

19.3 We may monitor and/or record communications with *you* (including telephone conversations and e-mails) to confirm *your* identity, ensure security, help maintain service quality and for training purposes.

19.4 When *you* apply to *us* to open an account, we may check the following records relating to *you* and others (see 19.5 below):

- our* own;
- records held by Credit Reference Agencies ('CRAs') and when CRAs receive a search from *us*, they will place a search footprint on *your* credit file and that may be seen by other lenders/organisations. CRAs supply to *us* both public (including the electoral register) and shared credit and fraud prevention information; and
- records held by Fraud Prevention Agencies ('FPAs').

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

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

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

ScottishPower Gas and Electricity

General Terms and Conditions for domestic customers

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

NATIONAL TERMS OF CONNECTION

Your supplier is acting on behalf of your network operator to make an agreement with you. The agreement is that you and your network operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that you enter into this contract and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which your network operator delivers electricity to, or accepts electricity from, your home or business. If you want a copy of the NTC or have any questions about it, please write to:

Energy Networks Association,
6th Floor, Dean Bradley House,
52 Horseferry Road,
London, SW1P 2AF
Phone 0207 706 5137,
or see the website at www.connectionterms.co.uk

FOR INFORMATION: SUPPLY CHARACTERISTICS

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

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

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

ScottishPower Gas and Electricity

HomeComfort Premium Terms and Conditions for domestic customers

1 DEFINITIONS

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

application form means the application incorporating these terms and conditions made by *you* to *us* in writing for the supply of combined gas and electricity and a *HomeComfort product* at the *premises*;

central heating system means 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; radiators; lockshield and wheelhead radiator valves; system pipework (excluding domestic water supply and gas supply from gas meter to appliance connection); hot water cylinder; feed and expansion tank or filling loop; and pressure vessel;

contract means either: (a) the elements of the *application form* which relate to the *HomeComfort product* and these terms and conditions; or (b) the *verbal agreement*;

HomeComfort product means *your central heating system services* as set out in your *contract*;

letter means the written letter from *us* to *you* which records and details the agreement between *you* and *us* made in the *verbal agreement*;

offer product means the Platinum Fixed Energy gas and electricity supply;

premises means the private domestic residential premises where the equipment covered under this *contract* is situated, as identified in the *contract*;

verbal agreement means the agreement, incorporating these terms and conditions, for the supply of a *HomeComfort product* at the *premises* as recorded in the *letter*;

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 *contract* and *your* means belonging to *you*.

2 ARRANGEMENT

2.1 The *contract* is between *you* and *us*.

3 START DATE

3.1 The provision of the *HomeComfort product* will start on the supply start date of *your offer product*.

3.2 Any costs in relation to any breakdowns of *your central heating system* within the **30 days** following the start date of the provision of *your HomeComfort product* are not included.

4 SERVICES

4.1 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.

4.2 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 may cancel the *contract* (as specifically set out in the "Cancellation" section).

5 WHAT'S INCLUDED?

5.1 Subject to the limitations set out in this *contract*, the *HomeComfort product* includes:

- (a) An initial inspection of *your central heating system*, which we will perform if requested by *you* within 90 days of the start date as set out in paragraph 3.1 (please see the "Initial Inspection and Remedial Works" section for more details). If *you* do not request an initial inspection during this 90 day period we shall carry out the initial inspection upon *your* first annual service and operational safety check or at *your* first breakdown call out (whichever is earlier).
- (b) An annual service and operational safety check (please see the "Service and Operational Safety Checks" section 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 provided that any such repairs will only be provided by *us* to *you* upon and from the date set out in paragraph 3.2. 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 *contract* provided that any such call outs will only be provided by *us* to *you* upon and from the date set out in paragraph 3.2.
- (e) Access to our 24 hour, 365 day emergency customer helpline provided that any call outs or repairs will only be provided by *us* to *you* subject to paragraph 3.2.
- (f) This *HomeComfort product* covers the following central heating system elements:
 - (i) Gas boiler (maintenance and repair only, not replacement) and standard controls;
 - (ii) Time clock or programmer;
 - (iii) Room thermostat;
 - (iv) Cylinder thermostat;
 - (v) Frost thermostat;
 - (vi) Circulating pump;
 - (vii) Motorised valves;
 - (viii) Thermostatic radiator valves.
 - (ix) Radiators;
 - (x) Lockshield and wheelhead radiator valves;
 - (xi) System pipework (excluding domestic water supply and gas supply from gas meter to appliance connection);
 - (xii) Hot water cylinder;
 - (xiii) Feed and expansion tank or filling loop; and
 - (xiv) Pressure vessel.

6 INITIAL INSPECTION AND REMEDIAL WORKS

6.1 All initial inspections are carried out by *us* in the manner set out in this paragraph 6 in order to confirm whether *your central heating system* can be supported under this *contract*.

6.2 It is *your* responsibility to contact *us* within 90 days of the start date (as set out in paragraph 3.1) to organise an initial inspection of *your central heating system*. The initial inspection will allow *us* to confirm whether we can provide the *HomeComfort product* to *you* under this *contract*.

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HomeComfort Premium Terms and Conditions for domestic customers

- 6.3 If *your central heating system* does not pass this initial inspection or it is identified at *your first breakdown call* or at *your first annual service and safety check* (where an initial inspection has not yet been carried out) that *your central heating system* cannot be supported under this *contract*, and this failure is not corrected in accordance with paragraph 6.8 below, we will cancel the *contract* (as specifically set out in the "Cancellation" section).
- 6.4 If you do not arrange an initial inspection with us within 90 days of the start date (as set out in paragraph 3.1) you acknowledge and agree that:
- You will not be entitled to any initial inspection until *your first breakdown call* or *your first annual service and safety check*;
 - If *your central heating system* does not pass this initial inspection, and this failure is not corrected in accordance with paragraph 6.8 below, we will cancel this *contract* (as specifically set out in the "Cancellation" section).
- 6.5 Where the *central heating system* passes *our* initial inspection, we will aim to carry out *your first annual service and operational safety check* at the same time as the initial inspection.
- 6.6 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.
- 6.7 At the initial inspection, we will complete an inspection checklist and provide you with a copy.
- 6.8 If we identify a problem at the initial inspection:
- 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 *contract*, and you will be required to have such remedial work carried out and pay for such work.
 - 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 *contract* and is not carried out by us or on *our* behalf, but will be under a separate agreement between you and the service provider, or *your own* supplier.
 - All remedial work identified in the notification letter must be carried out satisfactorily within 14 days from the date of the initial inspection.
- 6.9 If *your central heating system* fails the initial inspection and cannot be supported under this *contract*, or it is identified at *your first breakdown call* (where no initial inspection has yet been carried out) that *your central heating system* cannot be supported under this *contract* and either 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 you have not notified us that such remedial work has been carried out within 14 days of the date of the initial inspection, then the *contract* will be cancelled (as specifically set out in the "Cancellation" section).
- 6.10 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 the *contract* will then end immediately.
- 6.11 If immediately prior to this *contract* you received from us any similar services within our range of HomeComfort products then under this *contract* we may not provide the initial inspection.
- ### 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 aim to carry out the service and operational safety check annually. Subject to paragraph 7.3, we aim to carry out the first service and operational safety check within 12 months of the start date of the provision of the *HomeComfort product* (set out in paragraph 3.1), and we aim to carry out any subsequent service and operational safety check on or around the anniversary of the preceding service and operational safety check subject to *your* appointment preferences and *our* workforce availability.
- 7.3 If immediately prior to this *contract* you received from us any similar services within our range of HomeComfort products then under this *contract* we will aim to continue to provide the service and operational safety check if appropriate on or around the anniversary of *your* preceding service and operational safety check carried out under the terms of *your* previous HomeComfort product.
- 7.4 The service and operational safety check may include a full strip down service if this is considered appropriate.
- ### 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 two or more occasions, or if you do not respond to reasonable attempts to contact you, we reserve the right to cancel the *contract*, 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 helpline at any time.
- Any costs in relation to any breakdowns of *your central heating system* within the **30 days** following the start date of the provision of *your HomeComfort product* (as set out in paragraph 3.1) are not included under this *contract* and will not be carried out by us or on *our* behalf, but will be under a separate agreement between you and the service provider or *your* supplier.
- We will treat breakdown calls as a priority over annual service calls.

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- 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:
- (a) Total loss of both heating and hot water; or
 - (b) An uncontrollable water leak to *your* gas central heating or hot water system which may cause damage to the *premises*; or
 - (c) Gas escape, after *you* have called National Grid.
- Emergency calls will be treated as priority over breakdown calls.
- 9.3 We will treat calls to the following households as priority breakdown calls:
- (i) households with persons aged 60 or over;
 - (ii) 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
 - (iii) 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 *contract* is limited to 60KW.
- 10.2 Under-floor heating systems are not covered.
- 10.3 Replacing *your* boiler is not covered under this *contract*. 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 *contract*. *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 *contract* and will notify *you* if we do so.
- 10.4 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 *contract*. *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 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 *contract*. The cost and work of accessing *your central heating system* where this is not readily accessible or as a result of a design fault which we could not identify at the initial inspection (using reasonable skill and care), is not included in this *contract*.
- 10.6 The cost and work for repairs needed as a result of design faults, or faults or defects that existed before *you* entered into the *contract* 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 6 by *you*, are not included under this *contract*.
- 10.7 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 *contract*.
- 10.8 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 *contract*, 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 *contract*.
- 10.9 Radiator system flushes are not covered under this *contract*. 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.
- 10.10 The cost and work for faults to the *central heating system* caused by the following are not included in the *contract*:
- (a) 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
 - (b) Issues with or changes in, utility supplies (e.g. electricity, gas or water), howsoever arising.
- 10.11 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 *contract* unless caused by *our* negligence or by *us* breaching this *contract*.
- 10.12 Work required to rectify physical blockages (such as sludge in the system) or remove airlocks is not included in the *contract*. 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.
- 10.13 Clearing hazardous materials (e.g. asbestos) related to repairing the *central heating system* is not included in the *contract*. 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.
- 10.14 The *contract* 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 not included. Domestic water supply pipes and gas supply pipes from gas meter to appliance connection are not covered by this *contract* (please see section "What's Included?").
- 10.15 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 *contract*, unless caused by *our* negligence or by *us* breaking this *contract*.
- 10.16 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*.
- 10.17 This *contract* 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.
- 10.18 This *contract* only includes domestic (non-commercial) *premises* owned/or occupied by *you*.

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10.19 The following are not included in this *contract*:

- (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 *contract*.

10.20 The ScottishPower HomeComfort Premium Care service option includes standard panel radiators. If your *central heating system* includes any other non-standard radiator type (for example heated towel rails, or designer, column or cast-iron radiators) where repairs or replacements are necessary, we may replace any such non-standard radiators with standard panel radiators of an equivalent output, unless you pay any additional costs associated with the non-standard radiator.

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 *contract*, 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 an appropriately qualified trades person, who should be Gas Safe registered where appropriate. 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 *contract*. If that happens, we reserve the right to cancel the *contract*, and will notify you if we do so.

12 CANCELLATION

- 12.1 We may cancel the *contract* immediately by giving written notice in the following circumstances:
 - (a) You cease to be a customer of us under the *offer product*;
 - (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 or we identify at your first breakdown call (where no initial inspection has been carried out) that your *central heating system* cannot be supported under the *contract*, and you decline to undertake the necessary remedial work or the remedial work is not carried out to our satisfaction (please see the "Initial Inspection and Remedial Works" section for more details); or
 - (f) We have given you our professional opinion that permanent repairs, improvements or upgrades (not covered by this *contract*)

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.

12.2 If we cancel your *contract* as a result of the outcome of:

- (a) any initial inspection organised by you within 90 days of the start date as set out in paragraph 3.1, we will not give you a refund of any payments you have made under this *contract*. If you have asked us to carry out repairs (and we have carried these out) before the initial inspection, we will be entitled to retain any payment you made to us or collect any payment which is due for these repairs; or
- (b) any initial inspection carried out by us which was not organised by you within 90 days of the start date as set out in paragraph 3.1 (including without limitation any initial inspection we carry out on your first annual service and operational safety check) or identifying at your first breakdown call out (where no initial inspection has been carried out) that your *central heating system* cannot be supported under the *contract*, we will not give you a refund of any payments you have made under this *contract*. If you have asked us to carry out repairs (and we have carried these out) before the initial inspection, we will be entitled to retain any payment you made to us or collect any payment which is due for these repairs.

13 USE OF PERSONAL INFORMATION

- 13.1 Information you provide to us or our agents or contractors or we otherwise hold (whether or not under the *contract*) 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, email, SMS text or other electronic means;
 - (b) to help administer any accounts, services and products provided by our group of companies now or in the future;
 - (c) for market research and analysis or for demonstrating and testing computer systems;
 - (d) to help us, other companies in our group of companies, our agents and/or our contractors to detect debt, fraud or loss;
 - (e) to identify offers tailored to your needs including but not limited to, tailored energy efficiency advice;
 - (f) 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
 - (g) 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.

- 13.2 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.
- 13.3 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.
- 13.4 We may check the following records relating to you and others (see paragraph 13.5 below):

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- (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*.
- 13.5 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.
- 13.6 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.
- 13.7 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.
- 13.8 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.
- 13.9 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.
- 13.10 *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.
- 13.11 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.
- 13.12 *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.
- (a) Call Credit, Consumer Services Team, PO Box 491, Leeds LS3 1WZ or call 0870 0601414.

- (b) Equifax, Credit File Advice Centre, PO Box 3001, Bradford, BD1 5US or call 0870 0100583.
- (c) Experian, Consumer Help Service, PO Box 8000, Nottingham, NG80 7WF or call 0870 2416212.

14 LIMITATION OF LIABILITY

If we fail to comply with any term of the *contract*, 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 *contract*, 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

15 GENERAL LEGAL

- 15.1 We will carry out *our* obligations under the *contract* within a reasonable time unless this is impossible due to circumstances which are beyond *our* reasonable control.
- 15.2 The *contract* 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.
- 15.3 We may sub-contract any of *our* obligations under the *contract*.
- 15.4 We may assign and transfer any or all of *our* whole rights and obligations under and in terms of the *contract* (including any monies payable to *us*) to another party. As a result that party will acquire the rights and assume the obligations as if it had been the original party to the *contract* with *you*. We will be released from all of *our* obligations under the *contract* 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 *contract* without first of all obtaining *our* consent in writing. We will not unreasonably withhold *our* consent.
- 15.5 If requested by *us* at any time *you* will give to *us* all the information we reasonably require to enable *us* to operate the *contract*.
- 15.6 So long as events or circumstances outside *our* or *your* reasonable control unavoidably prevent either *us* or *you* from complying with any of *our* or *your* respective obligations under the *contract*, *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 *contract*.
- 15.7 Any delay on *our* part in enforcing any term, condition, right or remedy in respect of this *contract* will not be deemed to be a waiver of any such term, condition, right or remedy.
- 15.8 If the customer comprises more than one person, all agreements and obligations entered into in the *contract* 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

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part the liability of any one or more of those persons under the *contract* or grant any relaxation without affecting the liability of the other of those persons.

- 15.9 Any notices to be given under this *contract* 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.
- 15.10 If any part of this *contract* 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 *contract*.
- 15.11 If we are required by any court or competent authority to amend the *contract*, 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.
- 15.12 This *contract* 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

Platinum Fixed Energy October 2013 Offer

Terms & Conditions

- Supplies of mains gas and electricity from ScottishPower under the Platinum Fixed Energy October 2013 Offer (the "Offer Product") must be applied for from 6th October 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.
- Subject to condition 9, ScottishPower guarantees that the prices quoted in this leaflet for the Offer Product will remain fixed until 30th September 2013.
- If you cancel your Platinum Fixed Energy October 2013 Offer Product by switching to another gas and/or electricity supplier before 30th September 2013, we will 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 30th September 2013, by an amount equivalent to the applicable change in the VAT rate. These charges will not be applied if the agreement is cancelled due to a home move. **Please also see condition 4.**
- If you cancel your supply contract for the Offer Product or switch to another of our tariff(s) before 30th September 2013, you will no longer be entitled to the HomeComfort Premium Boiler Care or any other of the benefits offered under the Offer Product.
- ScottishPower will write to you before the end of the Offer Product to let you know what will happen next. Depending on your preferred option at that time, this may involve moving to an alternative product offer, or our standard monthly Direct Debit prices. Alternatively, you will have the option to cancel your contract with us without being required to pay any cancellation charges.
- The prices quoted in this leaflet for the Offer product are those you pay as an Offer Product contract customer and replace any mains gas and electricity prices which you may currently pay.
- 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.
- If a customer leaves the property to which the Offer Product applies, that customer will not be able to transfer that Offer Product to another property. However, that customer will be entitled to apply for the version (if any) of the Offer Product on offer from ScottishPower at that time for that other property.
- 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.
- 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. Cancellation charges as detailed in Condition 3 above may be applied if we receive a cancellation notice for your Direct Debit instruction.
- These terms and conditions are in addition to the ScottishPower Gas and Electricity General Terms and Conditions for Domestic Customers.
- The Offer Product is only available to Standing Charge customers who take both gas and electricity from ScottishPower paying monthly by Direct Debit and where their electricity meter is either a single or two rate meter (excludes heating tariffs). A gas only or an electricity only product is not available.

General Notes

All prices shown apply to (i) domestic electricity customers; and (ii) domestic mains gas customers, 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 8.5 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 by calling 0800 400 200 (lines open Monday to Friday 8am – 7pm and Saturdays 9am – 1pm).

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

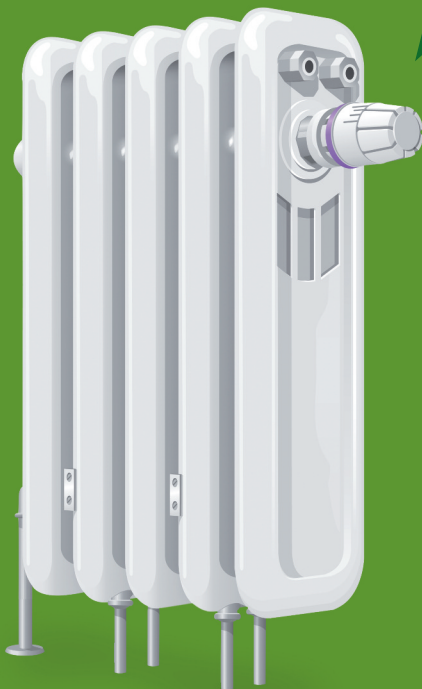
**The Online Energy Service annual discount is only available to customers with up to three meters & three registers (ScottishPower and Manweb supply areas), or with either a single or two rate meter (all other supply areas). Annual discounts are £5.00 (excl. VAT), £5.25 (incl. VAT) for gas and £10.00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

†Discount of 25% is based on our charges for installing cavity wall insulation up to a maximum level of charges of £149, i.e. the maximum amount of discount payable by us would be 25% of £149. All insulation installation work is subject to preliminary survey results which are acceptable to us.

Your bill will show prices excluding VAT, with VAT at the then current relevant rate from time to time being added to the total charges to calculate the total amount payable. VAT inclusive prices are shown at the current rate of VAT, for illustrative purposes only. These prices and any applicable cancellation charges set out in this leaflet will be amended, if there is a change in the VAT rate at any time or times before 30th September 2013, by an amount equivalent to the applicable change in the VAT rate.

Prices effective from 6th October 2011.

Remember we're always here to keep you warm and cosy!



www.scottishpower.co.uk

ScottishPower Energy Retail Ltd Registered Office: 1 Atlantic Quay, Glasgow G2 8SP Registered in Scotland No. 190287. VAT No. GB 659 3720 08.

SCP3241 Sept. 11



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