

SCOTTISHPOWER Deemed Contract Scheme made in compliance with paragraph 3 of Schedule 6 to the Electricity Act 1989 for determining Terms and Conditions to be incorporated with contracts which are deemed to be made by us with consumers to whom we supply electricity otherwise than in pursuance of a contract

1. MEANINGS

The words listed below have the following meanings in these terms and conditions:

<i>we, us, our</i>	ScottishPower Energy Retail Limited having its registered office at 1 Atlantic Quay, Glasgow G2 8SP;
<i>you, your</i>	the consumer with whom the <i>Deemed Contract</i> is deemed to be made pursuant to paragraph 3 of Schedule 6 to the <i>Act</i> ;
<i>Premises</i>	the property at which <i>we</i> make a supply of electricity;
<i>Act</i>	the Electricity Act 1989 as amended from time to time;
<i>Authority</i>	the Gas and Electricity Markets Authority;
<i>Connection Point</i>	the point at which the <i>Premises</i> are connected to the system for the distribution of electricity owned or operated by the <i>Distributor</i> ;
<i>Deemed Contract</i>	the contract deemed to be made by <i>us</i> with <i>you</i> ;
<i>disconnect</i>	to stop electricity passing from the system for the distribution of electricity owned or operated by the <i>Distributor</i> to the <i>Equipment</i> at the <i>Premises</i> ;
<i>Distributor</i>	the electricity distributor that owns or operates the electricity distribution network connected to the <i>Connection Point</i> through which electricity is conveyed to the <i>Premises</i> ;
<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>Electricity Supplier</i>	a person authorised to supply electricity under the <i>Act</i> ;
<i>Equipment</i>	the lines carrying, and the equipment using, electricity in the <i>Premises</i> ;
<i>Licence</i>	the electricity supply licence granted to <i>us</i> under the <i>Act</i> ;
<i>Regulations</i>	the Electricity Supply Regulations 1988 as amended or replaced from time to time;
<i>Taxes</i>	VAT and any other tax, levy, charge or duty related to, or on, the supply of electricity, and in addition includes any such VAT and others as <i>we</i> have to pay to those who distribute or transmit electricity for <i>us</i> .

2. PREMISES

- 2.1 Throughout the period of the *Deemed Contract* you will be the owner or occupier of the *Premises*, which will be connected at the *Connection Point*.
- 2.2 We will not be under any obligation to supply any electricity to the *Premises* at any time in excess of the maximum amounts which you are entitled to take through the *Connection Point*.

3. EQUIPMENT

- 3.1 The quantity of electricity supplied to the *Connection Point* shall be measured by the meter(s).
- 3.2 You will allow the *Distributor* or any other authorised person 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.
- 3.3 When you can do so, 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*.
- 3.4 If you exercise your rights under Condition 3.3, 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.

- 3.5 *You* will allow any operational metering equipment which the *Distributor* or any other authorised person installs at the *Premises* to remain in place.
- 3.6 For the carrying out of any of the additional work which *you* may ask *us*, or *we* may have, to carry out and/or in connection with any attempt to *disconnect* or re-connect *your* supply, *we* may charge *you*, and *you* will pay, reasonable charges.

4. SAFETY AND EMERGENCIES

The supply of electricity to the *Connection Point* may be *disconnected* 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
- in the case of accident or other emergency affecting or likely to affect the system for the distribution of electricity owned or operated by the *Distributor* or any other system through which (directly or indirectly) *we* receive the supply of electricity; 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 *Deemed Contract* by *you*;

and the supply of electricity to the *Connection Point* may be *disconnected* 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.

5. ENDING THE DEEMED CONTRACT

- 5.1 Subject to Condition 5.4, the *Deemed Contract* will terminate upon the commencement of a supply of electricity to the *Premises* under an electricity contract entered into by *you* with *us* or another Electricity Supplier.
- 5.2 Subject to Condition 5.4, *you* may end the *Deemed Contract* 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 *Deemed Contract* will end upon the expiry of such notice.

5.3 Subject to Condition 5.4, if *you* cease to own or occupy the *Premises* without giving *us* at least 2 working days' notice the *Deemed Contract* 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*, or
- a new owner or occupier enters into a contract for the supply of electricity to the *Premises*, or
- the next day after *you* have vacated the *Premises* on which the meter(s) is or are due to be read.

5.4 Conditions 5.1, 5.2 and 5.3 will not apply where electricity is supplied by *us* to *you* in pursuance of a last resort supply direction given by the *Authority* under the *Licence*. Where *we* are supplying *you* pursuant to such a direction, *you* may not terminate the *Deemed Contract* except:

- with *our* agreement; or
- on taking a supply of electricity at the *Premises* from another Electricity Supplier; or
- on ceasing to take a supply of electricity at the *Premises*.

5.5 *We* may end the *Deemed Contract* and/or *disconnect your* supply of electricity 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* become insolvent or go into liquidation, receivership or administration or compound with *your* creditors, or
- if *you* commit a material breach of the *Deemed Contract*,

and in each case the *Deemed Contract* will end and/or *we* may *disconnect your* supply upon the expiry of such notice.

5.6 The *Deemed Contract* 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*.

6. CONNECTION TO DISTRIBUTION SYSTEM

6.1 The *Distributor* will maintain, and may interrupt, and shall be entitled to cut off, the connection at the *Connection Point* in accordance with and

subject to the provisions of the *Act* and any other legal requirements or rights (including those arising under any code or agreement with which the *Distributor* is obliged by its distribution licence to comply) that apply from time to time. The *Distributor* does not guarantee that the *Distributor* will deliver electricity to the *Connection Point* at all times nor that the electricity delivered will be free of brief variations in voltage or frequency.

6.2 Subject to any contrary existing agreement between *you* and the *Distributor* (and/or *us*), the *Distributor* shall not be liable to *you* under the *Deemed Contract* or otherwise for any loss or damage which:

- is beyond the reasonable control of the *Distributor*;
- is consequential or indirect or arises from or amounts to *Economic Loss*.

6.3 If *you* are a non-domestic customer, the *Distributor* will only be liable to *you* in accordance with the limitations in Condition 6.2 and up to a maximum of £100,000 per calendar year.

6.4 Conditions 6.2 and 6.3 will continue to apply regardless of the termination of the *Deemed Contract*.

6.5 The terms of Condition 6 will be changed automatically to incorporate any changes that are approved by the *Authority*. Any change which is approved will be announced in at least 3 daily newspapers and will take effect from the date stated in those announcements.

6.6 The *Distributor* may cut off the supply of electricity to the *Connection Point* where the *Distributor* is entitled to do so under general law, the *Deemed Contract* or the electricity industry arrangement under which the *Distributor* operates.

6.7 Where the *Deemed Contract* is construed and implemented in accordance with English law, the *Distributor* shall be entitled and have the ability to enforce the provisions of Condition 6 and by virtue of the Contracts (Rights of Third Parties) Act 1999. Where the *Deemed Contract* is construed and implemented in accordance with Scots law, the provisions contained in Condition 6 are created for the benefit of and in favour of the *Distributor*. Such provisions may not be varied without the prior written consent of the *Distributor*. The *Distributor* shall be entitled to rely upon the said provisions for its benefit and to avail itself of the said provisions as it in its sole discretion shall consider appropriate.

7. TRANSFER OF CHARGES

7.1 If *we* have made any payment to *your* previous supplier(s) of electricity in respect of overdue charges for the supply of electricity to *you* at the *Premises* then *we* will be entitled to recover from *you* the amount of those overdue charges together with *our* reasonable costs in recovering

this amount. We will either add this sum to *your* next invoice(s) or at *our* option spread it over such number of invoices as we may decide.

- 7.2 If *you* are a non-domestic customer and *you* end the *Deemed Contract* in relation to the supply of electricity and leave unpaid for 28 days or more charges payable under the *Deemed Contract* for electricity which we have supplied to *you*, then (within certain circumstances specified in 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 electricity to *you* at the *Premises*.

8. ACCESS, PAYMENT AND EQUIPMENT

- 8.1 *You* agree to allow the *Distributor* or other persons authorised by *us* full, free and safe rights of access to the *Premises* at all times if the *Distributor* or *we* think it is necessary to cut off and/or *disconnect* the supply of electricity to avoid danger to life or property and at all reasonable times for any other purpose authorised by the *Act*.
- 8.2 Unless otherwise agreed between *us* and *you*, we will bill *you* monthly for all electricity supplied during the period of the *Deemed Contract* at the price published from time to time by *us* applicable to consumers under *Deemed Contracts* with *us* and applicable to the category of consumer into which *you* fall; except that where the *Deemed Contract* commences upon the termination of another contract between *us* and *you*, *we* (at *our* sole discretion) may continue to bill *you* in accordance with the method or cycle of billing previously agreed with *you*. We will notify *you* of the applicable price.
- 8.3 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. If *you* are a non-domestic customer, *you* will also pay such additional reasonable charges as may be levied by *us* or upon *us* by the *Distributor* or *your* meter operator or data collector or others arising from or in respect of the *Deemed Contract* and/or any other charges or costs in connection with any attempt to *disconnect* or re-connect *your* supply or any supply of electricity to *you* at the *Connection Point* in excess of the maximum amounts which *you* are entitled to take through the *Connection Point*.
- 8.4 If information on the quantity of electricity 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.
- 8.5 Unless otherwise agreed between *us* and *you*, *you* will pay to *us* the full amount brought out in such bill within 7 days of the date of the bill, by post with a cheque or postal order or at any one of *our* premises which has facilities for receiving such payments, or at a bank, the Girobank or by cash at a post office or by any other method agreed to by *us*, provided that where the *Deemed Contract* commenced upon the termination of another contract as described in Condition 8.2, *we*, (at *our* sole discretion) may allow *you* to pay by any other method previously agreed by *us*.

- 8.6 You will pay to us such reasonable deposit by way of security as we, consistent with the *Licence*, may at any time request. If we make such a request prior to the commencement of the supply of electricity under the *Deemed Contract*, that supply will not start until that deposit has been provided.
- 8.7 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*.
- 8.8 The reading shown on the register of the meter(s) shall be regarded as prima facie evidence of the amount of electricity supplied to the *Premises*. However, if either we or you dispute the accuracy of the meter(s), arrangements shall be made for it or them 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.
- 8.9 Where electricity is supplied to you in pursuance of a last resort supply direction given by the *Authority* under the *Licence*, you shall take a reading from the meter(s) at the *Premises* and provide such reading to us within 14 days of the date on which the *Deemed Contract* takes effect, or make all necessary arrangements to enable us or other persons authorised by us to take a reading within such period.
- 8.10 We may determine, by estimation, the quantity of electricity which is to be treated as supplied to or taken by you during the period beginning with the time when the supply under the *Deemed Contract* began and ending with the time when the meter(s) are first read thereafter, or if earlier, when we cease to supply electricity to you, or you cease to take a supply of electricity from us under the *Deemed Contract*, provided that, in making such determination, we shall act on a reasonable basis taking account of the information which we have regarding the consumption of electricity on the *Premises* and any other relevant factors. The provisions of Conditions 3.1 and 8.8 shall be without prejudice to our rights under Condition 8.10.
- 8.11 We may increase any of the prices and/or charges at any time and we may reduce any of the prices and/or charges at any time.
- 8.12 You must take reasonable care to keep the meter(s) measuring the supply of electricity 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).
- 8.13 If any charges are outstanding from the date of the first reminder we can charge you interest from the date payment was due at the annual rate of

4% 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 these charges.

9. GENERAL

- 9.1 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 *Deemed Contract*, 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 *Deemed Contract*.
- 9.2 Notices under the *Deemed Contract* shall be in writing and shall be delivered by hand or post (a) if *you* are a domestic customer, to *you* at the *Premises* or *us* at ScottishPower Energy Retail Limited, Customer Sales & Services, PO Box 7111, Cathcart Business Park, Glasgow G44 4GP or such other address notified to *us* or *you* for this purpose or (b) if *you* are a non-domestic customer, to *you* at the *Premises* or *us* for the attention of the Business Sales Manager at ScottishPower Energy Retail Limited, Business Sales Department, Energy Supply Division, Cathcart Business Park, Spean Street, Glasgow G44 4BE or for the attention of such other person or to such other address notified to *us* or *you* for this purpose.
- 9.3 *We* may assign and transfer any or all of *our* whole rights and obligations under and in terms of the *Deemed Contract* (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 electricity 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 *Deemed Contract* with *you*. *We* will be released from all of *our* obligations under the *Deemed 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 *Deemed Contract* without first of all obtaining *our* consent in writing.
- 9.4 If *we* are required by any court, competent authority or the *Authority* to amend the *Deemed Contract*, 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.
- 9.5 Nothing in the *Deemed Contract* shall prejudice or affect *our* rights, powers or obligations under any statute, statutory instrument, licence, regulation, direction or order for the time being in force.
- 9.6 It is *our* intention that all the terms of the contract between *us* and *you* are contained in these terms and conditions and in the brochures and specifications provided to *you* which relate to the *Deemed Contract*.

9.7 The *Deemed Contract* 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.

10. CONTINUING OBLIGATIONS

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

11. LIMITATION OF LIABILITY

If *you* are a non-domestic customer and *we* fail to comply with any term of the *Deemed Contract*, or are negligent, *you* may be entitled under the general law to recover compensation from *us* for any loss *you* have suffered. However, *we* will not be required to compensate *you* for loss caused by anything beyond *our* reasonable control, or for any indirect, consequential, economic or financial loss (including losses of revenue, profit or opportunity, wasted expenses or loss of contract or goodwill), other than where *you* are entitled to recover compensation for such loss 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 arising in any one calendar year shall not exceed £100,000.

12. USE OF PERSONAL INFORMATION

12.1 Information *you* provide or *we* hold (whether or not under the *Deemed Contract*) may be used by *us*, *our* employees and/or agents, or given to and used by other companies in *our* group to:

- identify *you* when *you* make telephone enquiries;
- help administer any accounts, services and products provided by *our* group now or in the future;
- help *us* to detect fraud or loss; and
- comply with the *Act* and the *Licence* and for all purposes reasonably ancillary to any of those purposes.

12.2 *We* may retain a record of any credit checks and payment details of *your* account will be recorded with a credit reference agency and may be shared with other organisations to assess further applications by *you* and members of *your* household, and also for occasional debt tracing and fraud prevention. This includes tracing those who have moved house and are in default.

12.3 *You* can write to *us* and get a copy of the data held about *you* on *our* systems upon payment of a fee. If any data is incorrect *you* may request rectification.

ScottishPower Energy Retail Limited Registered Office 1 Atlantic Quay Glasgow G2
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