

SCOTTISHPOWER Deemed Contract Scheme made in compliance with paragraph 8 of Schedule 2B to the Gas Act 1986 for determining Terms and Conditions to be incorporated with contracts which are deemed to be made by us with consumers to whom we supply gas 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 8 of Schedule 2B to the <i>Act</i> ;
<i>Premises</i>	the property at which we make a supply of gas;
<i>Act</i>	the Gas Act 1986 as amended from time to time;
<i>Authority</i>	the Gas and Electricity Markets Authority;
<i>Deemed Contract</i>	the contract deemed to be made by <i>us</i> with <i>you</i> ;
<i>disconnect</i>	to stop gas passing from the mains gas pipe-line system to the <i>Equipment</i> at the <i>Premises</i> ;
<i>Equipment</i>	the meter(s) and pipes carrying, and the other apparatus using, gas in the <i>Premises</i> ;
<i>Licence</i>	the gas supply licence granted to <i>us</i> under the <i>Act</i> ;
<i>Taxes</i>	VAT and any other tax, levy, charge or duty related to, or on, the supply of gas, and in addition includes any such VAT and others payable to <i>our</i> gas suppliers and transporters;
<i>Transporter</i>	Transco plc or such other gas transporter as we may notify <i>you</i> .

2. PREMISES

Throughout the period of the *Deemed Contract* you will be the owner or occupier of the *Premises*, which will be connected to the mains gas pipe-line system.

3. EQUIPMENT

- 3.1 The quantity of gas supplied in energy terms shall be calculated in the manner described in the *Licence*, details of which are available from *us*.
- 3.2 You will allow the *Transporter* or any other authorised person at its expense to install, operate, maintain, repair or replace any *Equipment* on the *Transporter's* side of, but including, the meter(s), all of which shall remain the property of the *Transporter* or such authorised person.
- 3.3 You will pay the costs of any provision and/or installation of any mains, pipes or other plant or equipment which require to be installed, replaced, enlarged, extended or renewed in order to allow you to receive the supply of mains gas you require at the *Premises*.
- 3.4 As and 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 *Transporter*) and/or make your own meter reading arrangements, that meter or those meters and/or the meter reading arrangements must be acceptable to *us*.
- 3.5 If you exercise your rights under Condition 3.4, you will arrange that you are entitled, or have the consent of any relevant third party to allow you, to use any meter(s) or other similar equipment installed at the *Premises* which will be used for measuring the amount of gas consumed at the *Premises* or otherwise in connection with the supply of gas to the *Premises*. Where you arrange for your meter(s) to be read or operated by any other person, you will indemnify us against any loss or damage suffered by us in consequence of an act or omission of that person.
- 3.6 For the carrying out of any of the additional work which you may ask us, or we may have, to carry out and/or in connection with any attempt to *disconnect* or re-connect your supply, we may charge you, and you will pay, reasonable charges.

4. SAFETY AND EMERGENCIES

- 4.1 You will not use gas in a way which is likely to create any risk to the health or safety of any person or risk of damage to property or affect the supply of gas to other consumers.
- 4.2 If you suspect an escape of gas, or damage to any *Equipment* which might result in the escape of gas, you must notify the *Transporter* immediately. The telephone number is 0800 111 999. We will notify you if the telephone number changes.

- 4.3 If *we* are given a direction under any act of parliament or regulation prohibiting or restricting the supply of gas to specified persons, then for so long as the direction is in force and so far as is necessary or expedient for the purposes of or in connection with the direction:
- *we* shall be entitled to discontinue or restrict the supply of gas to *you*, and
 - *you* will refrain from using, or will restrict *your* use of, gas as required by *our* instructions.
- 4.4 If *you* are a non-domestic customer then, for the duration of a pipe-line system emergency:
- *we* shall be entitled at the request of the *Transporter*, or any shipper, to discontinue the supply of gas to the *Premises*, and
 - *you* shall use *your* best endeavours to refrain from using gas immediately upon being told by *us* or the *Transporter* that *you* should do so.
- 4.5 *We* will not have to supply the *Premises* with more gas than can be supplied safely and in accordance with the *Act* to the *Premises*.

5. ENDING THE DEEMED CONTRACT

- 5.1 Subject to Condition 5.4, the *Deemed Contract* will terminate upon the commencement of a supply of gas to the *Premises* under a gas contract entered into by *you* with *us* or another supplier of gas.
- 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 gas to the *Premises*, or
 - the next day after *you* have vacated the *Premises* on which the meter(s) is or are due to be read.
- 5.4 Conditions 5.1, 5.2 and 5.3 will not apply where gas 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 gas at the *Premises* from another gas supplier; or
- on ceasing to take a supply of gas at the *Premises*.

5.5 We may end the *Deemed Contract* and/or *disconnect your* supply of gas 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* 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. TRANSFER OF CHARGES

6.1 If we have made any payment to *your* previous supplier(s) of gas in respect of overdue charges for the supply of gas 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.

6.2 If *you* are a non-domestic customer and *you* end the *Deemed Contract* and leave unpaid for 28 days or more charges payable under the *Deemed Contract* for gas 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 gas to *you* at the *Premises*.

7. ACCESS, PAYMENT AND EQUIPMENT

7.1 *You* agree to allow the *Transporter* or other persons authorised by *us* full, free and safe rights of access to the *Premises* at all times if the *Transporter* or we think it is necessary to cut off the supply of gas to avoid danger to life or property and at all reasonable times for any other purpose authorised by the *Act*.

- 7.2 Unless otherwise agreed between *us* and *you*, we will bill *you* monthly for all gas 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. If *you* pay to *us* at any time an amount which is less than the amount due we may apportion that payment as we decide.
- 7.3 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.
- 7.4 If information on the quantity of gas 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.
- 7.5 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 7.2, we, (at our sole discretion) may allow *you* to pay by any other method previously agreed by *us*.
- 7.6 *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 gas under the *Deemed Contract*, that supply will not start until that deposit has been provided.
- 7.7 *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*.
- 7.8 The reading shown on the register of the meter(s) shall be regarded as prima facie evidence of the amount of gas 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.
- 7.9 Where gas 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.

- 7.10 We may determine, by estimation, the quantity of gas 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 gas to *you*, or *you* cease to take a supply of gas 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 gas on the *Premises* and any other relevant factors. The provisions of Conditions 3.1 and 7.8 shall be without prejudice to our rights under Condition 7.10.
- 7.11 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.
- 7.12 You must take reasonable care to keep the meter(s) measuring the supply of gas 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).
- 7.13 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.

8. GENERAL

- 8.1 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*.
- 8.2 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.

- 8.3 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 gas 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.
- 8.4 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.
- 8.5 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.
- 8.6 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*.
- 8.7 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.

9. CONTINUING OBLIGATIONS

The ending of the *Deemed Contract* shall not affect any of *your* 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* or *us* which either expressly or by implication in the *Deemed Contract* are stated to continue after the ending of the *Deemed Contract*.

10. 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.

11. USE OF PERSONAL INFORMATION

11.1 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.

11.2 *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.

11.3 *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.

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