

## Terms & Conditions

### 1. Definitions

In these Terms, the following words will bear the following meanings (save where the context otherwise requires):

<b>Contract</b>	means the contract between You and Us, which includes these Terms;
<b>Delivery</b>	means the delivery services that We provide to You under the Contract;
<b>Goods</b>	means the In-Home Payment 'Powerpod' device(s) that You purchase by placing an Order;
<b>Order</b>	means Your order for Goods and Delivery, placed on the Website or by telephone;
<b>Premises</b>	means the address to which You ask Us to Deliver the Goods;
<b>Privacy Policy</b>	means the privacy policy detailed on the Website;
<b>Terms</b>	means these terms and conditions, which We reserve the right to review and revise from time to time. Any changes to the Terms will take effect from the date they appear on the Website;
<b>We/Us/Our</b>	means ScottishPower Energy Retail Limited (registered number SC190287);
<b>Website</b>	means the website at <a href="http://www.ScottishPower.co.uk/payg">www.ScottishPower.co.uk/payg</a> ;
<b>You/Your</b>	means the person that places an Order with Us.

### 2. Status of Terms

By placing an Order with Us, You are accepting these Terms, as well as our Privacy Policy.

These Terms will apply to each and every Order for Goods, whether you are ordering online or by telephone.

Please read these Terms carefully and print it off or download it before placing Your Order. Occasionally, We will update these Terms. The Terms published on the Website at the time You place Your Order will apply, so You should read them each time You shop with Us.

### 3. Your Order

All Orders are subject to the Terms published on the Website at the time the Order is made.

Once You have made Your Order, We will acknowledge Your Order and confirm availability as soon as possible, either verbally or by confirmation message on the Website. This is just to let You know that We've received Your Order and one of Our agents will be processing it. It does not mean that We have legally accepted Your Order. Acceptance of Your Order, and the completion of the Contract, will take place when We despatch the Goods to You.

By placing Your Order You confirm that You are aged 18 years or over. We reserve the right to carry out further checks to verify your age and if appropriate then cancel your Order.

Any goods, services or information displayed on this Website should not be regarded as an offer, invitation, solicitation, advice or recommendation to buy a product or services on the Website.

Certain pre-release orders or promotions have very specific terms and conditions, which will be shown on the description of the relevant Goods. These are in addition to these Terms, which will also still apply.

### 4. Product Availability and Website Accuracy

4.1 We hold stock of most of Our products but all Orders are subject to availability and accordingly We can only Deliver Your Goods whilst stocks last. In some cases an order will be placed directly with the manufacturer and will be subject to their availability.

4.2 If the Goods are unavailable, We will contact You by e-mail or telephone and You will have the option to either wait until the Goods are available, replace them with alternative goods or cancel Your Order.

- 4.3 Images of products on this Website are for illustrative purposes only. Your Goods may vary from the image shown on the Website and will not include any of the pictured accessories, unless expressly stated in the specification of the Goods.
- 4.4 We have made every effort to display as accurately as possible the colours of our products that appear on this Website. However, we cannot guarantee that Your monitor's display of any colour will accurately reflect the colour of the actual Goods.
- 4.5 Whilst we try to be as accurate as possible, all sizes, weights and measurements quoted on this Website are approximate.

## **5. Prices & Payment**

- 5.1 The price You will pay will be the current price at the time You place Your Order with Us. Promotional prices only apply during the period stated.
- 5.2 Charges for Delivery are included in the price of the Goods.
- 5.3 All prices quoted on the Website are in UK pounds Sterling and include Value Added Tax at the current rate.
- 5.4 **Whilst We always try to ensure the accuracy of the prices on Our Website, there will be occasions when We make a mistake. If We discover any errors in the price of Goods before We accept Your Order, We will notify You as soon as possible and give You the option to resubmit Your Order at the correct price, select alternative products or cancel Your Order.**
- 5.5 You can pay for Your Order by Visa, MasterCard, Delta/Connect, Switch or Amex. We do accept payment made by credit or debit cards from foreign banks but payment will be charged in pounds Sterling.
- 5.6 We cannot accept cash or cheque on Delivery.

## **6. Delivery**

- 6.1 We can deliver anywhere in mainland Great Britain. Unfortunately we do not deliver to Northern Ireland.
- 6.2 Please allow enough time for Your Goods to be delivered before You organise to have them installed. We will always endeavour to deliver the Goods when We said We would but any Delivery dates and times are approximate and We shall not be liable for any losses, costs, damages, charges or expenses caused by any delay in Delivery.
- 6.3 Deliveries are booked on the condition that there is reasonable access for the safe and prompt Delivery of the Goods. You should tell Us about any special requirements or conditions when You place Your Order which may affect Delivery.
- 6.4 We will deliver the Goods to the Premises you specify. We will not deliver the Goods to Your Premises unless there is someone present to accept them. We will ask You (or whoever is at the Premises) to sign a delivery note, just to say that the Goods have been received. If someone else accepts Delivery and signs our Delivery note we will deem this to be acceptance from You.
- 6.5 Delivery does not include installation of the Goods, unless specified on this Website.
- 6.6 You should ensure that all manufacturer guidelines are complied with, especially in relation to location and use of the Goods.
- 6.7 If You are not at home when We deliver the Goods, We reserve the right to charge You an additional redelivery charge to bring them on another agreed date.
- 6.8 All Goods MUST be inspected upon delivery and refused if any damage is found. Failure to notify us of any visible damage may result in claims not being accepted after the relevant Goods have been signed for. Any visible damage should be identified to the Delivery personnel and noted on their Delivery note at the time of refusal. In most cases, any damage issue will be resolved by our Customer Services Team at the point of Delivery.
- 6.9 It is your responsibility to ensure that You or the person You have nominated to receive the Delivery have signed for the correct number of Goods delivered.
- 6.10 You must not fit or use Goods that are incorrect or different to that which was ordered. Failure to comply with this will mean that You have accepted the Goods and We will be unable to return or replace them because they are incorrect or different to that which was ordered. Your statutory rights are not affected.

## **7. Changing your mind**

- 7.1 You have the right, to cancel Your Contract either before Delivery or up to seven working days after the Goods are Delivered, starting the day after the Goods are Delivered. This must be done in writing, via e-mail, fax or letter to:

Letter: Customer Services  
ScottishPower Energy Retail Limited  
Cathcart Business Park  
Spean Street  
Glasgow G44 4BE

E-mail: [contactus@scottishpower.co.uk](mailto:contactus@scottishpower.co.uk)

Fax: 0141 272 6145

- 7.2 Should You choose to cancel the Contract, you must have taken reasonable care of the Goods.
- 7.3 If You cancel an Order after the Goods have been Delivered, You will be charged the actual cost of collecting them. Please contact Us to find out what this charge will be. This charge will generally be deducted from any refund that is due to You, or otherwise invoiced separately to You.
- 7.4 Where You cancel your Order, we will refund Your money within 30 days of the day You cancel Your Order.
- 7.5 When We receive the returned Goods, We will inspect them to ensure all manuals, accessories, free items and any other components are within the returned package and that You have taken reasonable care of the Goods. If You have not taken reasonable care of the Goods that You have returned, We shall charge you a fee equivalent to the reduction in their value. If the Goods have missing manuals, accessories, free items or any other components, We shall charge You the cost of these missing items. These costs will be deducted from any refund that is due to You.
- 7.6 There are certain types of Goods that You won't be able to cancel. These include DVDs, CDs or software where the seal has been broken.
- 7.7 If We are unable to supply Your Goods within 30 days of the date Your Order is placed, you can cancel the Order and obtain a full refund.

## **8. Faulty Items**

- 8.1 All Goods are covered by a manufacturer's warranty against faulty workmanship and materials, but are subject to the terms and conditions of that warranty.
- 8.2 The manufacturer's warranty is provided in addition to the rights that the law says You have as a consumer and Your statutory rights are not affected.
- 8.3 If Your Goods do not work or appear not to be working correctly, please first check the manufacturer's instructions to ensure that the Goods have been installed and are being used correctly.
- 8.4 If Your Goods are faulty and You wish to make a claim under the manufacturer's warranty please refer to the relevant section on our Website for details about how to claim.
- 8.5 An engineer may be called out to visit You to either repair Your Goods or arrange for an exchange. This will be free unless the engineer cannot find a fault with the Goods, in which case You may be charged a call out fee
- 8.6 If an exchange is necessary, this will be arranged without unreasonable delay and without charge.
- 8.7 You should always refer to the manufacturer's operating, care and maintenance instructions in relation to Your Goods.

## **9. Refunds**

- 9.1 All refunds due for whatever reason (other than under the cancellation provisions set out at section 7 above) will be made within 30 days of collection by Us of the relevant Goods.
- 9.2 Any deductions applicable, such as collection charges, will be deducted from the refund due.
- 9.3 Refunds will be processed on the same card used for the original transaction.

## **10. Personal Data**

- 10.1 We will always comply with Our obligations under the Data Protection Act 1998.
- 10.2 Please see our Privacy Policy for details of exactly how We look after Your personal data.

## **11. Liability**

- 11.1 The Goods sold on this Website have been designed to comply with all relevant UK legislation. We cannot warrant or represent that they comply with any legal requirement outside the UK.
- 11.2 There are certain areas where We cannot limit or exclude Our liability to You (such as where We negligently cause personal injury or death) but for everything else, We will only accept liability where We have failed to do what We agreed to do in the Order and in accordance with these Terms, where We have been negligent (for instance by causing damage to Your home or physical property) or where We have caused You some other type of direct loss or damage.
- 11.3 We do not accept liability for any:-
- a. consequential loss of profit or indirect losses;
  - b. misuse of the Goods or inability to use the Goods by You;
  - c. accidental damage to the Goods;
  - d. loss or damage to Your or another person's equipment connected to the Goods which is not technically compatible with the Goods.
- 11.4 We will honour all of your rights as a consumer, plus all those representations that are made about the Goods on this Website. Other than that, We exclude all other warranties (express or implied) to the fullest extent permissible by law.

## **12. Terms of website use**

- 12.1 We and Our suppliers are the owners of the copyright, trade marks and all other intellectual property rights in the material and content of the Website.
- 12.2 You may only use the material contained on the Website for Your own personal and non-commercial use.
- 12.3 You agree not to intentionally misuse the Website.
- 12.4 The Website may contain links to other websites unrelated to us. We are not responsible for the content or practices of these websites.

## **13. General**

- 13.1 Events beyond Our control may mean We are delayed in, or prevented from, Delivery of Your Goods. These might include accidents, breakdowns, fire, flood, storm, acts of God, strikes, industrial unrest, war, riot, civil commotion, malicious damage or the default of Our suppliers. We will try to rectify matters as soon as We can but We will not be responsible where this causes a delay or failure in Delivery of Your Goods. However, We will try to give You as much notice as possible of any such delay or failure.
- 13.2 The Contract supersedes any previous agreement discussed or entered in relation to the Goods. You have not relied on any other statement, representation, warranty or understanding made during the discussions leading up to the Order. This will not apply in respect of any fraudulent misrepresentation.
- 13.3 If We decide not to enforce Our rights (or We delay in doing so), that will not prevent Us from enforcing those rights at a later stage.
- 13.4 This Contract is between You and Us. Accordingly, no other party has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce the terms of this Contract.
- 13.5 The Goods are only intended for normal domestic use by You as a consumer and not for resale or any kind of industrial or commercial use.
- 13.6 Change to any part of the Contract will only be valid insofar as it is agreed in writing.
- 13.7 This Contract is governed by English law and You agree to the jurisdiction of the English courts.
- 13.8 The Website is operated by ScottishPower Energy Retail Limited, which has its registered office at 1 Atlantic Quay, Robertson Street, Glasgow G2 8SP. We are registered in Scotland with company number SC190287. Our VAT Number is GB 659 3720 08.