

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>Agreement</i>	the <i>Application Form</i> completed by <i>you</i> as accepted by <i>us</i> and the <i>Gas Conditions</i> and/or the <i>Electricity Conditions</i> (as applicable) or the <i>Verbal Agreement</i> (as applicable);
<i>Annual Reassessment</i>	the time(s) during the year at which <i>we</i> check the payments that <i>you</i> have made against the cost of energy that <i>you</i> have used to determine the balance on <i>your</i> account and assess whether <i>your</i> monthly direct debit payments need to be increased or decreased;
<i>Application Form</i>	the application, incorporating some or all of these terms and conditions, made by <i>you</i> to <i>us</i> in writing for a supply of <i>Fuel</i> at the <i>Premises</i> or the <i>Online Application</i> (as applicable);
<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 operated and/or owned by the <i>Distributor</i> ;
<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>Direct Debit Bonus Scheme</i>	means <i>our</i> scheme by which <i>you</i> may be entitled to receive a bonus payment applied to <i>your</i> account in the event that:- <ul style="list-style-type: none">• <i>your</i> 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 <i>your Annual Reassessment</i>; and• <i>your</i> payment option requires <i>you</i> to pay by monthly direct debit;
<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>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>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 Conditions</i>	parts 1, 3 and 4 of these terms and conditions;
<i>Electricity Supplier</i>	a person authorised to supply electricity under the <i>Act</i> ;
<i>Equipment</i>	in the <i>Gas Conditions</i> the meter(s) and pipes carrying, and the other apparatus using, gas in the <i>Premises</i> and in the <i>Electricity Conditions</i> the lines carrying, and the equipment using, electricity in the <i>Premises</i> ;
<i>Fuel</i>	if in the <i>Application Form</i> or the <i>Verbal Agreement</i> (as applicable) <i>you</i> selected a supply of gas means mains gas, if <i>you</i> selected a supply of electricity means electricity and if <i>you</i> selected both, means mains gas and electricity;
<i>Gas Conditions</i>	parts 1, 2 and 4 of these terms and conditions;
<i>Gas Supplier</i>	a person authorised to supply mains gas under the <i>Act</i> ;
<i>Letter</i>	the written letter from <i>us</i> to <i>you</i> which records and details the agreement between <i>you</i> and <i>us</i> in the <i>Verbal Agreement</i> ;
<i>Licence</i>	in the <i>Gas Conditions</i> the gas supply licence granted to <i>us</i> under the <i>Act</i> and in the <i>Electricity Conditions</i> the electricity supply licence granted to <i>us</i> under the <i>Act</i> ;
<i>National Terms</i>	the agreement on the <i>Distributor's</i> national of <i>Connection</i> terms of connection, reference to which is printed after the end of these terms and conditions;
<i>Online Application</i>	the application, incorporating some or all of these terms and conditions, made by <i>you</i> to <i>us</i> over the Internet, <i>our</i> 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 <i>us</i> to <i>you</i> over the Internet, <i>our</i> Intranet and/or digital television in respect of a supply of <i>Fuel</i> at the <i>Premises</i> and specified by <i>us</i> to <i>you</i> 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>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 <i>our</i> gas suppliers and transporters and in the <i>Electricity Conditions</i> also includes any such VAT and others as <i>we</i> have to pay to those who distribute or transmit electricity for <i>us</i> ;
<i>Transporter</i>	the gas transporter that operates and/or owns the mains gas pipeline system through

which gas is conveyed to the *Premises*;

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

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

Working Day means any day other than Saturday, Sunday, Christmas Day, Good Friday or a bank holiday within the meaning of the Banking and Financial Dealings Act 1971.

you, your, me, in respect of an *Application Form* the person *customer* identified in the *Application Form* as the "customer" or in respect of a *Verbal Agreement* the person identified in the *Letter* as the "customer".

PART 2 – GAS SUPPLY CONDITIONS

2. BEFORE WE ARE ABLE TO SUPPLY YOU

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

3. EQUIPMENT

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

4. SAFETY AND EMERGENCIES

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

5. ENDING THE AGREEMENT

- 5.1. References in Condition 5 to the ending of the *Agreement* are in relation to the ending of the supply of gas.
- 5.2. 5.2 *You* may end the *Agreement* by giving to *us* at least 28 days', or such lesser period as *we* may agree, notice in writing or in respect of an *Agreement* including the provision of the *Online Energy Service* by email but only if by the expiry of that notice:
 - another *Gas Supplier* commences a supply of gas to the *Premises*; or
 - the *Premises* are *disconnected* because *you* have ceased to require a supply of gas to the *Premises*.Where the requirements of Condition 5.2 are satisfied in relation to any notice to end the *Agreement*, the *Agreement* will end upon the expiry of that notice.
- 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*, or
 - the next day after *you* have vacated the *Premises* on which the meter(s) is or are due to be read.
- 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 within 65 *Working Days* of the increase or variation taking 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*, within 10 *Working Days* of receiving the notification from *us*. 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 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. 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.
- 6.3. Throughout the period of the *Agreement* *you* will be the owner or occupier of the *Premises*, which will be connected at the *Connection Point*.
- 6.4. 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.
- 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. *You* may end the *Agreement* by giving to *us* at least 28 days', or such lesser period as we may agree, notice in writing or in respect of an *Agreement* including the provision of the *Online Energy Service* by email but only if by the expiry of that notice:
 - another *Electricity Supplier* commences a supply of electricity to the *Premises*; or
 - the *Premises* are *disconnected* because *you* have ceased to require a supply of electricity to the *Premises*,

and in each case, no charges for electricity supplied to you (whether at the *Premises* or at any properties previously occupied by you) having been demanded in writing prior to you giving that notice remain owing to us more than 28 days after that demand was made. Where the requirements of Condition 9.2 are satisfied in relation to any notice to end the *Agreement*, the *Agreement* will end upon the expiry of that notice.

- 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*, or
 - the next day after you have vacated the *Premises* on which the meter(s) is or are due to be read.
- 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 within 65 *Working Days* of the increase or variation taking 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*, within 10 *Working Days* of receiving the notification from us. 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 supplier will begin to supply the *Premises* within a reasonable period of time after that notice has been given by you.

10. NATIONAL TERMS OF CONNECTION

You agree that by entering into the *Agreement*, you are also entering into an agreement with the *Distributor* on the terms and conditions of the *National Terms of Connection*.

PART 4 - OTHER CONDITIONS

11. COMMENCEMENT AND CONTINUATION OF AGREEMENT

- 11.1. You appoint us as your agent for the purpose of allowing us on your behalf to terminate other gas and/or electricity contracts (if any) as may be required in order to allow the *Agreement* to come into force.
- 11.2. Subject to Condition 11.3, if you have selected a supply of gas and electricity then even if our obligation to supply gas or electricity does not come into force or we end the *Agreement* in relation to a supply of gas or electricity the *Agreement* will continue in full force and effect in relation to the other *Fuel*.
- 11.3. If you have selected a supply of gas and electricity and we are not registered, or we are de-registered, as the *Electricity Supplier* for the electricity supply to the *Premises* in the circumstances described in Condition 6.2, and you no longer wish us to supply gas to the *Premises*, at your request:
 - unless we have done so already, we will not seek registration as the *Gas Supplier* for the *Premises*; or
 - if we are in the process of being registered as the *Gas Supplier* for the *Premises*, we will seek to withdraw from that registration process; or
 - after we have been registered as the *Gas Supplier* for the *Premises*, we will seek our de-registration and the re-registration of your previous supplier of gas,and we may end the *Agreement* in relation to a supply of gas without any liability by giving notice to you in writing or in respect of an *Agreement* including the provision of the *Online Energy Service* by e-mail.

12. TRANSFER OF CHARGES

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

13. ACCESS, PAYMENT AND EQUIPMENT

- 13.1. You will allow the *Transporter*, *Distributor* or any other person authorised by the *Transporter*, *Distributor* or us full, free and safe rights of access to the *Premises* at all times if the *Transporter*, *Distributor* or we think it is necessary to cut off and/or disconnect the supply of *Fuel* to avoid danger to life or property and at all reasonable times for any other purpose authorised by the *Act*.
- 13.2. Subject to Condition 13.3, we will bill you and you will pay us for a supply of *Fuel* made by us in accordance with the payment option, and at the price applying to that payment option, as specified in the *Application Form* or in the *Verbal Agreement* and recorded and detailed in the *Letter* (as applicable).

- 13.3. When *you* fail to make a payment at any time or from time to time under the terms of the payment option agreed between *you* and *us*, we will be entitled to replace that payment option with an alternative payment option, and *you* will pay *us* in accordance with that alternative payment option, at the price applicable to that alternative payment option, as specified by *us* to *you* at that time.
- 13.4. In relation to a supply of gas where the *Transporter* is not the gas transporter whose transportation charges *our* prices are based on, *you* will also pay the additional amount (if any) specified as being payable in those circumstances in the *Application Form* or in the *Verbal Agreement* and recorded and detailed in the *Letter* (as applicable).
- 13.5. We may increase any of the prices and/or charges at any time or from time to time and we may reduce any of the prices and/or charges at any time or from time to time. If we so increase any of the prices and/or charges, we will notify *you* in accordance with Condition(s) 5.8 and/or 9.8 (as applicable).
- 13.6. In addition to the price and/or any charge, *you* will pay any *Taxes* other than any tax payable by *us* on *our* income or profits.
- 13.7. When *your* payment option does not require *you* to pay by direct debit or prepayment meter(s), *you* will pay to *us* the full amount of the charges payable under the *Agreement*, within 7 days of the date of a bill, (a) in respect of an *Agreement* other than an *Agreement* including the provision of the *Online Energy Service*, by post with a cheque or postal order, or at any place which has facilities for receiving such payments on *our* behalf, (b) in respect of an *Agreement* including the provision of the *Online Energy Service*, over the Internet and/or digital television by debit card or (c) as otherwise agreed between *us* and *you*.
- 13.8. Where we bill *you*, if information on the quantity of *Fuel* supplied by *us* is not available we may bill *you* on the basis of estimated readings for *your* likely consumption. When that information is available, we will make the appropriate adjustment, if any, to *your* next bill. Where *you* have any prepayment meter(s), if the amount *you* pay to *us* by use of prepayment meter card(s) or key(s) is less than the charge for the consumption taken through the prepayment meter(s), *you* will pay *us* the difference by *our* adjusting the prepayment meter(s) or requiring *you* to pay a lump sum to *us*.
- 13.9. If *you* pay to *us* at any time or from time to time an amount which is less or more than the amount due we may apply that payment as we decide.
- 13.10. On each occasion that *you* pay to *us* in full and final settlement of the amount due an amount which is less than the amount due, should we accept such payment that does not mean that we agree to that payment being full and final settlement of the amount due. *You* agree that:
- we can retain such payment as part-payment towards the amount due without the requirement for *us* to notify *you* of *our* rejection of that part-payment as full and final settlement of the amount due; and
 - *our* retention of such payment will not prevent *us* recovering from *you* the amount due which we consider remains to be paid.
- 13.11. We will be entitled at any time and from time to time to set off any liability that *you* have to *us* against any liability that we have to *you*.
- 13.12. We may charge *you*, and *you* will pay, the reasonable costs incurred by *us* in relation to any breach by *you* of the *Agreement*, including any costs incurred in recovering any amount which is not paid by *you* on the date payment was due.
- 13.13. 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 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.
- 13.14. If the *customer* comprises more than one person, all agreements and obligations entered into in the *Agreement* by the *customer* are entered into jointly and severally by each of the persons comprising the *customer*. We may take action against any one or more of the persons comprising the *customer* and/or may release in whole or in part the liability of any one or more of those persons under the *Agreement* or grant any relaxation without affecting the liability of the other of those persons.
- 13.15. *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.
- 13.16. *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*.
- 13.17. The reading shown on the register of the meter(s) shall be regarded as prima facie evidence of the amount of *Fuel* supplied to the *Premises*. However, if either *you* or we dispute the accuracy of such reading, arrangements shall be made for such meter to be inspected and tested under the *Act*. If a meter is found to be operating within the limits of accuracy required by the *Act*, the cost of inspection and testing that meter will be borne by whoever disputed the accuracy of that meter.
- 13.18. *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 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/ddbonus, 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. 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*.

15.3. 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.

15.4. We may assign and transfer any or all of our whole rights and obligations under and in terms of the *Agreement* (including any monies payable to us) to another party provided they have obtained all the licences and approvals from the *Authority* or other regulatory authorities necessary for them to supply *Fuel* to you at the *Premises*. As a result that party will acquire the rights and assume the obligations as if it had been the original party to the *Agreement* with you. We will be released from all of our obligations under the *Agreement* so assigned and transferred, and, from then on, your dealings will be with that party in respect of the rights and obligations assigned and transferred. You cannot assign or transfer any of your rights or obligations under the *Agreement* without first of all obtaining our consent in writing or in respect of an *Agreement* including the provision of the *Online Energy Service* by e-mail.

15.5. 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.

15.6. 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*.

15.7. 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*.

15.8. 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 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 fraud or loss; and
- to inform *you* about services and products which may be of interest to *you* (if *you* have consented to *us* doing so), and for all purposes reasonably ancillary to any of those purposes.

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

19.2. 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.

19.3. When *you* apply to *us* to open an account, we may check the following records relating to *you* and others (see 18.4 below):

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

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

19.4. 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.

19.5. 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.

19.6. 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.

19.7. 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.

19.8. 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.

19.9. *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 where permitted under the terms of the Data Protection Act 1998.

19.10. *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 we and CRAs use *your* data by writing to: Data Protection Representative, ScottishPower Energy Retail, Section 4, Cathcart Business Park, Spean Street, Glasgow G44 4BE. *You* can contact the CRAs currently operating in the UK. The information they hold may not be the same so it may be worth contacting them all. They will charge *you* a small fee.

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

NOTE - Clauses 19.3 - 19.5 apply only to those customers who applied for products and/or services from *us* since 1 October 2001.

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

NATIONAL TERMS OF CONNECTION

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

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

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

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