

ScottishPower Gas and Electricity

General Terms and Conditions
for Domestic Customers



SCOTTISHPOWER

1 The words listed below have the following meanings in these terms and conditions and in the Application or Verbal Agreement and Letter:

Agreement

The agreement that we will supply you with Fuel under an available Tariff as set out in these terms and conditions. This incorporates the Application completed by you as accepted by us or the Verbal Agreement and Letter;

Annual Reassessment

The point each year at which we check whether your monthly Direct Debit amount needs to be changed to reflect accurately the cost of Fuel that you use;

Annual Statement

The written Summary which contains information about your Fuel use, and which we will provide to you once for each 12-month period when we are your Fuel supplier;

Application

The application, incorporating some or all of these terms and conditions, made by you to us in writing or by Online Application for a supply of Fuel at the Premises;

Connection Point

The point at which the Premises are connected to the electricity distribution network operated and/or owned by the Distributor;

Dead Tariff

An Evergreen Tariff which has been withdrawn from sale and is no longer available to new customers;

Direct Debit Credit Payment Scheme

Means our scheme which may pay a credit to your account if (after deducting all relevant Fuel supply charges):

- your account is in credit between one hundred pounds (£100) and five hundred pounds (£500) sterling; and
- you are required to pay by monthly Direct Debit under your Agreement;

Disconnection, disconnected

- in relation to gas, to stop gas passing from the mains gas pipeline system to the Equipment at the Premises; and
- in relation to electricity, to stop electricity passing from the electricity distribution network operated and/or owned by the Distributor to the Equipment at the Premises;

Distributor

The electricity distributor that operates and/or owns the electricity distribution network connected to the Connection Point through which electricity is conveyed to the Premises;

Electricity Supplier

A person authorised to supply electricity under the Electricity Act 1989, as amended;

End of Fixed Term Notice

The notice we will give you before the end of a Fixed-term Tariff, advising you of your options and explaining what will happen if you do not agree to extend the duration of the Agreement or enter into a new Agreement with us (Condition 7.3);

Equipment

- in relation to gas, the meter(s) valves, pressure regulators, pipes, and the other apparatus used to supply gas to the Premises; and
- in relation to electricity, the lines and equipment supplying electricity to the Premises;

Evergreen Tariff

A Tariff which is offered by us for the supply of Fuel under a contract of indefinite duration;

Financial Disadvantage

Any direct or indirect loss of profits, revenues, interest, business, goodwill or commercial, market or economic opportunity;

Fixed-term Tariff

A Tariff with a fixed end date in which the charges (comprising a Unit Rate and Standing Charge) and any available discounts will not change, unless variation is permitted under these terms and conditions;

Fuel

If in the Application or the Verbal Agreement, you selected:

- a supply of gas, mains gas;
- a supply of electricity, electricity; and
- a supply of both gas and electricity, mains gas and electricity;

Fuel Supplier

A person authorised to supply mains gas and/or electricity under the Gas Act 1986, as amended or the Electricity Act 1989, as amended;

Gas Supplier

A person authorised to supply mains gas under the Gas Act 1986, as amended;

Letter

The letter from us to you which outlines our Agreement with you;

Licence

- in relation to gas, the gas supply licence granted to us under the Gas Act 1986, as amended; and
- in relation to electricity, the electricity supply licence granted to us under the Electricity Act 1989, as amended;

National Terms of Connection

The Distributor's national terms of connection, reference to which is printed at the end of these terms and conditions;

Ofgem

The Gas and Electricity Markets Authority;

Online Application

The application made by you over the internet, our intranet and/or any similar medium for a supply of Fuel at the Premises;

Online Energy Service Agreement

An Agreement dealing with the online energy services provided by us;

Personal Projection

Your estimated annual cost for the supply of Fuel over a 12-month period, calculated using the best information available to us about your Fuel consumption and based on your current Tariff (or, where your current Tariff has less than 12 months to run, it will be based on our cheapest

applicable Evergreen Tariff for the rest of the 12 months). Your Personal Projection will be provided to you:

- with your Annual Statement (called Your Annual Summary);
- with any bill; and
- whenever we provide you with information on the Principal Terms;

Premises

The place where we will supply you with Fuel, which will be specified in your Application or Letter;

Price Increase Notice

The notice of any increase in charges payable under your Tariff which we will give you at least 30 days before any such increases take effect;

Principal Terms

The terms set out on our website at www.scottishpower.co.uk and provided to proposed customers prior to entry into any Verbal Agreement and which outline some or all of these terms and conditions, including in relation to:

- charges and any security requirements applicable to the terms of our supply of Fuel to you (including terms regarding your payment method);

- any credit and Fuel use limits applicable to our supply of Fuel to you; and
- termination and duration rights and obligations in respect of our supply of Fuel to you;

Regulations

The Electricity Safety, Quality and Continuity Regulations 2002 as amended or replaced over time;

Standing Charge

The monetary amount (which may be zero) charged to you on a daily basis, in addition to Unit Rate charges for your consumption of Fuel;

Tariff

The price you pay for Fuel, along with any specific Terms and Conditions applicable to that price, which is offered by us for the supply of Fuel to you;

Tariff Comparison Rate

A figure which gives you an indication of the cost per unit of gas or electricity for your Tariff, based on a typical user and which enables you to compare your current Tariff with other Tariffs available to you;

Tariff Information Label

The table of key facts that allows you to compare the price and non-price features of energy tariffs

on a like-for-like basis, available on our website at www.scottishpower.co.uk/tariff-information;

Taxes

VAT and any other tax, levy, charge or duty related to the supply of Fuel and/or the provision of the services provided under the Online Energy Service Agreement.

- In relation to gas, 'Taxes' also includes any such VAT and other charges payable to our gas suppliers and transporters; and
- in relation to electricity, 'Taxes' also includes any such VAT and other charges payable to those who distribute or transmit electricity for us;

Time of Use Tariff

A Tariff in which the supply charges vary depending on the time of day when Fuel is consumed;

Transporter

The gas transporter that operates and/or owns the mains gas pipeline system through which gas is transported to the Premises;

Unit Rate

The monetary amount chargeable for each unit of Fuel consumed by you;

Verbal Agreement

The verbal agreement between us and you for a

supply of Fuel to the Premises, which is recorded and detailed in the Letter and these terms and conditions;

we, us, our

ScottishPower Energy Retail Limited, having its registered office at 320 St. Vincent Street, Glasgow G2 5AD;

Working Day

Any day other than Saturday, Sunday, Christmas Day, Good Friday or a UK bank holiday;

you, your

- in respect of an Application, the person identified in the Application as the “customer”; or
- in respect of a Verbal Agreement, the person identified in the Letter as the “customer”.

Part 2 General fuel supply conditions

2 Before we can supply you with fuel

2.1 We will supply you with Fuel only once you have provided us with the information necessary for us to become fully authorised or registered to supply you with gas and/or electricity, as relevant. We expect those requirements to be met and will take all reasonable steps to meet them. However, if

they have not been met within a reasonable period after the date of your Application or our Verbal Agreement, we may (without liability) give you written notice that the Agreement has ended and that you will stay as a customer of your existing Gas Supplier and/or Electricity Supplier.

2.2 We will start to switch your account to us as soon as practicable after you enter into an Agreement with us, and we will take all reasonable steps to switch the Fuel supply to your Premises from your existing Gas Supplier and/or Electricity Supplier to us within 21 days of the date on which you enter into an Agreement with us, unless:

2.2.1 you ask us to start your supply at a later date;

2.2.2 your existing Gas Supplier and/or Electricity Supplier blocks the switch, as it can do under its supply licence;

2.2.3 we do not have all of the information we need to complete the switch and:
(a) we have taken all reasonable steps to get the missing information from you and/or your existing Gas Supplier and/or Electricity Supplier

but we have not been given the information, or the information given to us is incorrect; and
(b) the missing information is not readily available to us from elsewhere;

- 2.2.4 we cannot complete the switch because of something else that you have done or failed to do;
- 2.2.5 you cancel the Agreement during your “cooling off period” under Condition 2.3; or
- 2.2.6 Condition 2.5 applies (the electricity meter is not suitable for any tariff available from us).

In any event we will do what we can to complete the switch within 21 days, excluding the time needed to resolve any of the exceptions.

- 2.3 You may cancel the Agreement by notifying us at any time during your “cooling off” period that you do not want us to supply you with Fuel. Your “cooling off period” begins on the day on which the Agreement comes into force (see Condition 6.1) and ends 14 days after (i) the day on which the Agreement comes into force or (ii) if later,

the day on which you receive confirmation of the Agreement from us (whether by way of a confirmation letter, welcome pack or otherwise). However, as we are able to start supplying you with Fuel before your “cooling off period” has expired, if we do start supplying you with Fuel and you subsequently cancel the Agreement within your “cooling off” period, we can charge you for the Fuel you use up until the point the Agreement is cancelled or (if later) the date on which your switch to a new Fuel Supplier is completed.

- 2.4 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 and/or the electricity distribution system (as appropriate). We will not supply you with more electricity or gas than you are entitled to receive through the Connection Point or from the Transporter.

What will happen if there is a problem with your electricity meter

- 2.5 If the electricity meter is not suitable for any tariff available from us, we do not have to become or stay as your Electricity Supplier. If we know about the meter problem:

- 2.5.1 **before** we become your registered Electricity Supplier, we can (without liability) tell you in writing that we withdraw from the registration process and that you will stay as a customer of your existing Electricity Supplier; or
- 2.5.2 **after** we become your registered Electricity Supplier, we can withdraw from being your registered Electricity Supplier. If we do withdraw, we can (without liability) end the electricity supply Agreement by telling you in writing. We will continue to comply with all legal duties in relation to you.
- 2.6 If you have chosen to be supplied with both gas and electricity but there is a problem with your electricity meter and you do not want us to supply you with gas anymore:
 - 2.6.1 if we **are not yet registered** as your Gas Supplier for any reason described in Condition 2.2, you can ask us to take all reasonable steps not to become your Gas Supplier; and
 - 2.6.2 if **we are registered** as your Gas Supplier, we will (without liability) end the gas supply Agreement by telling you in writing. In such circumstances,

we will withdraw from being your Gas Supplier. We will continue to comply with all legal duties in relation to you.

- 2.7 You will own or occupy your Premises during the Agreement. Your Premises will be connected to the electricity distribution network at the Connection Point and/or connected to the gas pipeline system.

3 Safety and emergencies

Gas

- 3.1 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 others.
- 3.2 If you suspect a gas leak, or damage to any Equipment which might result in a gas leak, you must tell the Transporter immediately. The telephone number is 0800 111 999. We will tell you if the telephone number changes.
- 3.3 If we have to stop or limit the supply of gas to specified customers under the law or regulation, for as long as we are required to comply:
 - 3.3.1 we can stop or limit your supply of gas; and

3.3.2 you will follow any of our instructions we give you about your use of gas.

Electricity

3.4 We can stop or change the electricity supply to the Connection Point as often and for as long as we have to if we consider it necessary:

3.4.1 to avoid danger, or because we would break the law or any Regulations by not stopping or changing the supply;

3.4.2 to avoid failing or interfering with our supply of electricity to any other person because of any failure by you to comply with your obligations under the Regulations;

3.4.3 if the Distributor lowers the maximum amount the Connection Point can take, or the Connection Point is disconnected; or

3.4.4 in the event of any breach of the Agreement by you.

General

3.5 Where you have caused the stoppage, limitation and/or disconnection you may have to pay a reasonable charge to restore your gas and/or electricity supply.

4 Access and equipment

Access for authorised persons

4.1 You will allow us, the Transporter, Distributor or any other person authorised by the Transporter, Distributor or us full, free and safe rights of access to your Premises:

4.1.1 at all times if the Transporter, Distributor or we think it is necessary to stop and/or disconnect the supply to avoid danger to life or property; and

4.1.2 at all reasonable times for any other purpose authorised by the Gas Act 1986 or the Electricity Act 1989.

Equipment

4.2 You will allow the Transporter or Distributor (as appropriate) or any other person authorised by the Transporter or Distributor, to install, operate, maintain, repair or replace any Equipment on the Transporter's or Distributor's side of, but including, the meter.

4.3 You will allow us, or any other person authorised by us, to install, operate, maintain, read, disconnect, repair or replace any Equipment on the Transporter's or Distributor's side of, but including, the meter.

- 4.4 You will pay the costs of providing you with or installing any mains, pipes or other plant or equipment which need to be installed, replaced, enlarged, extended or renewed to allow you to receive a supply of mains gas or electricity to your Premises.
- 4.5 You will allow any properly functioning and authorised metering equipment which is installed at the Premises to remain in place, unless you want to control your metering arrangements in line with Condition 4.9.
- 4.6 You will be responsible at all times for the Equipment on your side of the meter. You must ensure that it is maintained in good working order and condition, and is operated in compliance with the law.
- 4.7 The meter reading will be evidence of how much Fuel we have supplied to you. However, if there is a disagreement about the accuracy of such reading, we will arrange for the meter to be inspected and tested. The cost of that inspection and testing will be paid by the person who disputed the meter's accuracy if the meter is found to be operating within the limits of accuracy required by law.
- 4.8 You must take reasonable care to keep the

meter free from damage or interference. If you do not, you must pay us for the reasonable costs:

- 4.8.1 we pay or incur to repair or replace the meter; or
 - 4.8.2 we or anyone else we authorise incurs to examine the meter as a result of you failing to take reasonable care of that meter.
- 4.9 If you want to have your own meter (other than from us or the Transporter or Distributor as appropriate) and/or make your own meter reading arrangements, you will have to get our approval to do so.
 - 4.10 If you exercise your rights under Condition 4.9, you must find out about and arrange for all entitlements or consents needed to allow you to use any meter or other similar equipment installed at the Premises for measuring the quantity of Fuel supplied to the Premises. Where you arrange for your meter to be read or operated by someone else, you will pay us for any loss or damage we suffer, caused by that person.
 - 4.11 If you ask us to do any additional connection, disconnection or re-connection work, or which we need to carry out, we may charge

you for the costs we incur in carrying out that work and you must pay our reasonable charges.

5 National terms of connection

- 5.1 You agree that by entering into the Agreement, you are also entering into an agreement directly with the Distributor in accordance with the National Terms of Connection.

Part 3 General conditions of the agreement: Commencement, duration, ending and variation

6 Commencement and continuation of agreement

- 6.1 This Agreement will come into force when one of the following things happens:
- 6.1.1 we agree by telephone that we will supply you;
 - 6.1.2 you sign a contract in front of one of our representatives; or
 - 6.1.3 you complete and submit an Application.
- 6.2 You appoint us as your agent for the purpose of terminating on your behalf any other

gas and/or electricity supply contracts as may be required, to allow the Agreement to come into force.

7 Duration of agreement Evergreen Tariffs

- 7.1 Any Agreement under an Evergreen Tariff will continue to apply going forward unless it ends or changes in accordance with these terms.

Fixed-term Tariffs

- 7.2 Any Fixed-term Tariff Agreement will continue to apply until the end date of the fixed term unless it is ended, replaced, changed or extended in accordance with these terms or any terms that are specific to your Tariff which may apply. When the fixed term ends, unless you choose another option, we will move you to our cheapest applicable Evergreen Tariff.
- 7.3 We will send you a written End of Fixed Term Notice between six and seven weeks before the end date of the fixed term. We will explain what will happen if you do not agree in writing to extend the Agreement or agree to enter a new Agreement with us. We will outline your options for carrying on or stopping our supply of Fuel to you.

- 7.4 Subject to our right to object in Condition 7.5, where:
- 7.4.1 we get notice within 20 Working Days from the end of your existing Fixed-term Tariff (either from you or another Fuel Supplier), that you intend to switch Fuel Supplier; and
- 7.4.2 the supply switch is made within a reasonable period (usually 30 days) after we get that notice, we will continue to supply you with Fuel on your existing Fixed-term Tariff until the switch is completed. However, if we identify that it would benefit you more by moving you to our cheapest applicable Evergreen Tariff, we will move you to that Tariff from the end date of your Fixed-term Tariff until the supply switch takes effect. We will explain to you what will happen, in your End of Fixed-term Notice.
- 7.5 If you have any unpaid charges on your account, we can tell you that we intend to block your supply switch until these charges are paid. Where this Condition applies, we will give you 30 Working Days from the date

that we tell you we intend to block your supply switch to pay us those charges and, if you do not do so, we will switch you onto our cheapest applicable Evergreen Tariff.

- 7.6 We will continue to charge you in accordance with our cheapest Evergreen Tariff from the end date of your Fixed-term Tariff until either:
- 7.6.1 we start supplying you under a new Agreement; or
- 7.6.2 you have paid us any unpaid charges and another Fuel Supplier is properly authorised or registered to supply you, or we start supplying you under a new Agreement.
- 7.7 If you agree to a new Tariff with us within 20 Working Days from the end of your existing Fixed-term Tariff, we will continue to supply you under your existing Fixed-term Tariff until the new Agreement starts (from which point the new charges will apply).

8 Ending the agreement

- 8.1 Ending the Agreement in this Condition 8 means:

- 8.1.1 ending the gas supply for a gas-only Agreement or the gas supply element of an Agreement to supply both Fuels; or
- 8.1.2 ending the electricity supply for an electricity-only Agreement or the electricity supply element of an Agreement to supply both Fuels; or
- 8.1.3 ending the dual gas and electricity supply for an Agreement to supply both Fuels.

Your right to end the Agreement when you move home

- 8.2 You can end the Agreement if you sell or move out of your Premises and you give us two Working Days' notice (or any shorter notice period we may agree) before you move out. You will continue to be responsible for the supply until the Agreement ends.
- 8.3 If you do not give us at least two Working Days' notice that you will move out, the Agreement will end:
 - 8.3.1 two Working Days after you tell us (and give enough evidence) that you have moved out; or

- 8.3.2 if sooner, when someone else agrees to have a Fuel supply to the same Premises.

Your right to end the Agreement at any time

- 8.4 You can tell us at any time that you want to end the Agreement. The Agreement will end when:
 - 8.4.1 a new Fuel Supplier is authorised to supply Fuel to the Premises; or
 - 8.4.2 we receive notice from you that you are not switching to an alternative Supplier and wish to remain our customer without taking any supply of gas and/or electricity; or
 - 8.4.3 on expiry of the notice period (if any) specified in the terms of your individual Tariff.
- 8.5 If you tell us that you wish to end your Agreement for a Fixed-term Tariff, you may have to pay a termination fee if required under the specific terms and conditions of your Fixed-term Tariff. However, you will not have to pay a termination fee if:
 - 8.5.1 you take steps to switch to another supplier, but do not complete the switching process until after the end of your Fixed-term Tariff;

- 8.5.2 you complete a switch to another supplier at any time after we give you an End of Fixed Term Notice, unless you have already entered into a new Agreement with us for a new Fixed-term Tariff;
 - 8.5.3 we extend your existing Fixed-term Tariff without following our regulatory obligations; or
 - 8.5.4 you switch to an alternative Tariff with us.
- 8.6 You can cancel an Evergreen Tariff supply at any time without giving us notice and without having to pay a termination fee.

We can end the Agreement by telling you in writing

- 8.7 Subject to Condition 8.8, we can end the Agreement and/or stop your supply at any time on giving you 42 days' (six weeks) written notice of our wish to end the Agreement.
- 8.8 We can end the Agreement and/or stop your supply of Fuel at any time if:
 - 8.8.1 you do not pay us what you owe us when it was due;

- 8.8.2 you are using Fuel other than for the purpose for which we agreed to supply it; or
- 8.8.3 you commit a material breach of the Agreement.

In each case, we will give you advance written notice and the Agreement will end and/or we may disconnect your supply of Fuel when that notice expires.

- 8.9 Either of us can end the Agreement immediately by giving notice if Ofgem or the Secretary of State has revoked our Licence.

9 Variation of agreement

- 9.1 We can vary the terms of your Evergreen Tariff to your disadvantage, including increasing the prices, at our discretion at any time. In making any such change to your disadvantage, we will follow the process set out in 9.4 below. We will tell you how you can avoid the change if you are not happy with it. We will not increase the prices of your Fixed-term Tariff unless the terms of that Fixed-term Tariff allow us to do so, either by explaining the specific circumstances in which prices can increase, or in order to reflect any financial index price fluctuations which we are allowed to pass on to you.

9.2 Alternatively, we may seek your agreement to a change to your Tariff that is to your disadvantage. If so, we will follow the process set out in 9.9 below.

Procedure for applying increases in charges and other changes that are to your disadvantage

9.3 If we want to increase our prices or vary other terms of the Agreement in a way that does not benefit you, we must follow the terms of this Condition 9 and the terms and conditions applicable to your Tariff.

9.4 If we increase our prices or vary any other term of the Agreement to your disadvantage, we will send you a Price Increase Notice or similar notice. The notice will give you at least 30 days written warning of the change to your terms taking effect. Our notice to you will:

- 9.4.1 describe the change;
- 9.4.2 compare the increased price with your current price or the varied term with your equivalent current term;
- 9.4.3 state when the change will start;
- 9.4.4 explain why the change is happening; and
- 9.4.5 state what action you can take to avoid the change if you are not happy with

it. This will include taking another Tariff from us or switching your supply to another Fuel Supplier. You will not have to pay an exit fee.

- 9.5 You will have 20 Working Days after the date that the change is due to take effect to:
- 9.5.1 enter into a new Agreement with us; or
 - 9.5.2 start the switch to a new Fuel Supplier and that new supplier applies for your supply.

If you do one of these things within this timescale and subject to Condition 9.6, the change will not take effect.

- 9.6 The change will take effect from its original date if we get notice (either from you or another Supplier), that you intend to switch Fuel Supplier and:
- 9.6.1 the switch is not made within a reasonable period of time (usually 30 days); or
 - 9.6.2 you have any unpaid charges on your account and we tell you that we intend to block your switch and those charges remain unpaid 30 Working Days after we give you notice of our intention to block the switch.

- 9.7 We will not tell you of any increase in our prices to any Tariff in this way if:
- 9.7.1 the increase is solely to switch you to an alternative payment method because you have failed to pay unpaid charges to us. Instead we will follow the process to do this under Condition 11.9; or
 - 9.7.2 the increase is solely because of a change in the VAT rate.

9.8 If we have to amend the Agreement to your disadvantage because any court, Ofgem or equivalent authority requires us to amend the Agreement, or because of a change in the Licence or law, we will comply with this Condition 9, unless we are otherwise directed not to.

Procedure for agreeing changes that are to your disadvantage

9.9 We may ask you to agree to an increase in your price or a change in your terms that is to your disadvantage. If we do this, we will give you advance notice of the proposed change, including the effective date, and ask you to agree to it. The notice will be in writing or by email. You will not be obliged to accept that proposed change.

9.10 If you accept the proposed change, this must be in writing, unless we tell you that it is appropriate for you to accept it in another way. We will confirm your agreement and the effect of the proposed increase or variation in writing within five Working Days (or as soon as possible after) from the date on which we received your agreement.

Procedure for agreeing changes that are to your advantage

9.11 We can vary the terms of your Evergreen or Fixed Term Tariff to your advantage, including reducing the prices, at any time at our discretion and without notifying you of the specific change. If we make a change that is to your advantage, we may notify you in writing, in which case we will explain the reason for and effect of the change.

9.12 Alternatively, we may ask you to agree to a change in your terms which is to your advantage. If we do this, we will tell you why and explain the effect of the proposed variation. We will give you an appropriate amount of notice, depending on the effect of the variation.

9.13 If you do not object to a proposed variation we have explained to you under Condition

9.9 above, we will confirm your agreement and the effect of the proposed variation in writing within five Working Days (or as soon as possible after) of you agreeing to the change, or of the deadline for any objection passing without you having notified us of any objection.

Part 4 Charges, payment, information and transparency

10 Transfer of charges for prepayment meter customers

NB: THIS SECTION 10 ONLY APPLIES TO PREPAYMENT METER CUSTOMERS

Recovery of payments made to your previous supplier

10.1 If we have to pay any charges to your previous Fuel Supplier in connection with their supply to you, we can recover those payments from you.

Transfer of unpaid charges to your new supplier

10.2 If you end the Agreement and you still owe us a debt of up to £500 per fuel, we may allow your new Fuel Supplier to recover that money for us.

11 Charges and payment

Payment of charges

11.1 Your account charges will be billed and paid as described in the Application or Letter. However, if we need to transfer you to an alternative payment option, the alternate payment option will apply to billing and payment of charges from the date we make that transfer. Our rights to do this are set out in Condition 11.9.

11.2 You will also pay any applicable Taxes connected with our supply of Fuel to you, except any tax payable by us on our income or profits.

11.3 Unless you pay us by Direct Debit or prepayment meter, you will pay us the full amount of the charges you owe us under the Agreement within 14 days of the date of a bill:

11.3.1 for a non-Online Energy Service Agreement account, by post with a cheque or postal order, or at any place which can receive payments on our behalf; or

11.3.2 for an Online Energy Service Agreement account, over the

internet, our intranet and/or any similar medium by credit or debit card; or

11.3.3 in any other way we agree with you.

11.4 If you pay us less or more than the amount you owe us, we can apply that payment as we decide.

11.5 If you pay us less than you owe us and we accept that payment, our acceptance does not mean that we agree to the payment as full and final settlement of the amount due. You agree that:

11.5.1 we may keep the payment as a part-payment of what you owe us. We do not have to tell you if we reject that part-payment as full and final settlement of the amount you owe us; and

11.5.2 we can still recover any unpaid charges from you.

11.6 We can offset any debt you have to us against any credit we have to you.

11.7 If you breach the Agreement and we incur any type of cost as a result (including in recovering late payment) we can charge you and you will pay our reasonable costs.

11.8 We may charge interest on any unpaid charges you owe us if we have sent you a first reminder. Any interest will be charged from when payment was due at an annual rate of 2% above the base lending rate of The Royal Bank of Scotland plc (or its equivalent if a base lending rate is not quoted by The Royal Bank of Scotland plc).

Movement between payment types where charges are not paid

11.9 If you do not pay us as required under your agreed payment option:

11.9.1 we can replace that payment option with an alternative cash payment option and tell you the price payable for that alternative cash payment option; and

11.9.2 you will pay us in accordance with that alternative cash payment option at the price that applies.

Recovery of previously unpaid charges

11.10 If we find out that you were previously a customer of ours and that you still owe us money for a previous account, we can add those unpaid amounts to what you owe us under this Agreement. Similarly, if we discover that you have a credit balance on

a previous account with us, we can apply that credit to your account under this Agreement, in particular to reduce any other amount you owe us.

- 11.11 If we exercise our right under Condition 11.10, we will:
- 11.11.1 write to you before doing so. We will explain how the amounts outstanding have been calculated and how we intend to recover them from you;
 - 11.11.2 give you a reasonable period in which to respond to us about the unpaid amounts. We will take into account any comments received within the period which we will provide when writing to you; and
 - 11.11.3 wait at least two weeks from when we wrote to you before we add any unpaid charges to your account.
- 11.12 Condition 11.10 will not apply to you if you pay through a prepayment meter under this current Agreement, unless you consent to it.

Liability to pay

- 11.13 If the customer is more than one person, all of those persons will be jointly and severally liable for the agreements and obligations entered into in the Agreement. We may take action against any one or more of the persons comprising the customer and/or may wholly or partially waive the liability of any one or more of those persons under the Agreement or grant any other relaxation to one or more of those persons without affecting the liability of the other of those persons.
- 11.14 We may ask you to pay a reasonable deposit as security for our Fuel supply. If we do not already supply you, the start date for our supply can be delayed until you have paid the deposit.

12 Transparency and provision of information: Our commitment to you

Bills

- 12.1 Your bill will be based on:
- 12.1.1 a single Standing Charge and a single Unit Rate (for a non-Time of Use Tariff); or

- 12.1.2 a single Standing Charge and multiple Unit Rates (for a Time of Use Tariff).
- 12.2 Each of our bills will include:
 - 12.2.1 a comparison of your Fuel consumption for the bill period with consumption during the corresponding period in the previous year (where the information required is available);
 - 12.2.2 details of your Personal Projection;
 - 12.2.3 details of our cheaper alternative Tariffs and their estimated savings;
 - 12.2.4 your Tariff Comparison Rate, if one is available for your Tariff;
 - 12.2.5 the following statement:
“Remember – it might be worth thinking about switching your tariff or supplier”;
 - 12.2.6 a reminder of your payment method;
 - 12.2.7 a reminder of the period of your Tariff and whether you would incur any termination fee should you choose to cancel your Agreement with us before the end of that period.

12.3 If we cannot calculate the actual quantity of Fuel supplied to you, we can bill you based on our best estimate of your consumption. When we get information on your actual use, we will adjust your next bill to reflect that information.

12.4 If you have one or more prepayment meters and you pay us less than the value of the Fuel we supply through the prepayment meter (or meters), you will pay us the difference. We can require you to pay us the difference by:

12.4.1 adjusting your prepayment meter;
or

12.4.2 requiring you to pay a lump sum to us.

Guaranteed standards of service

12.5 We will prepare and update annually a ‘Standards of Service’ leaflet. This will explain the guaranteed standards applicable to us and your rights to a payment if we fail to meet those standards. We will send this to you in writing or by email, and will publish these details on our website at www.scottishpower.co.uk/standards. You can also ask for a copy by writing to us at “ScottishPower

Energy Retail, Customer Services, 320 St. Vincent Street, Glasgow G2 5AD". The information we give will include details of the guaranteed standards compensation arrangements. These arrangements mean you can make a claim if we fail to meet the guaranteed standards.

Tariff Information Label, Personal Projection and Annual Statement of Account

- 12.6 Whenever we give you your Principal Terms, we will also give you your Tariff Information Label and, as far as possible, your Personal Projection.
- 12.7 Whenever we give you information on our charges, we will also give you your Tariff Comparison Rate, if one is available for your Tariff.
- 12.8 We will prepare and send to you annually an Annual Statement (called Your Annual Summary) about your supply. It will include information on your consumption, Personal Projection, estimated savings if you were to switch to another of our Tariffs, information on where you can find impartial advice about changing your supplier and energy efficiency, your payment method and other

details, including the following statement: "Remember – it might be worth thinking about switching your tariff or supplier".

Annual review of Tariffs

- 12.9 We can conduct an annual review of all our Tariffs. If we identify any Evergreen Tariff which is no longer available to new customers (and is therefore a Dead Tariff), and which is more expensive than our cheapest applicable Evergreen Tariff, we will withdraw the Dead Tariff and move you to our cheapest applicable Evergreen Tariff.
- 12.10 As part of this review, if we decide to move you to our cheapest applicable Evergreen Tariff, we will tell you of this move in writing or by email. We will give you at least seven weeks' (49 days) notice of our intention to move you. Our notice will:
 - 12.10.1 say when you will move to our cheapest applicable Evergreen Tariff. If you do not take action to avoid being moved to our cheapest applicable Evergreen Tariff and you continue to consume Fuel from us, you will be switched on this date and the terms of our cheapest applicable Evergreen Tariff will apply;

12.10.2 explain the Principal Terms of the Dead Tariff and the Principal Terms of our cheapest applicable Evergreen Tariff. It will also explain what the most important differences are, so you can compare the two; and

12.10.3 explain how you can avoid moving to our cheapest applicable Evergreen Tariff. The options will be by entering into another Agreement with us under either a Fixed-term Tariff or an alternative Evergreen Tariff, or by switching to an alternative Fuel Supplier. We will also explain where you can get impartial advice or information about switching.

12.11 You will have 20 Working Days after the date we propose to switch you to our cheapest applicable Evergreen Tariff to:

12.11.1 enter into a new Agreement with us; or

12.11.2 start the switch to a new Fuel Supplier and that new supplier applies for your supply.

Subject to Condition 12.12, if you do one of these things the switch to our cheapest applicable Evergreen Tariff will not take effect.

12.12 The switch to our cheapest applicable Evergreen Tariff will take effect from the date we have specified if we get notice (either from you or another Supplier) that you intend to switch supplier and either:

12.12.1 the switch is not made within a reasonable time (usually 30 days); or

12.12.2 you have any unpaid charges on your account and we tell you that we intend to block your switch, and those charges remain unpaid 30 Working Days after we give you notice of our intention to block the switch.

Complaints handling

12.13 Each bill or statement of account will be sent along with written details how you can contact us to make a complaint about any aspect of our service. In addition, our Complaints Handling Charter is available on our website at www.scottishpower.co.uk,

or by writing to us at “ScottishPower Energy Retail, Customer Services, 320 St. Vincent Street, Glasgow G2 5AD”.

13 Direct Debit Credit Payment Scheme

- 13.1 If you pay us by monthly Direct Debit, we will calculate the credit (if any) payable to you under our Direct Debit Credit Payment Scheme as part of your Annual Reassessment. Further details are available by contacting us or on our website at www.scottishpower.co.uk/ddbonus. We will explain any credit payable to you in your Annual Reassessment statement.
- 13.2 If we cannot calculate the net amount of credit in your account for technical reasons or because you have not given us an accurate, up-to-date meter reading on request, we can delay paying you any payments under the Scheme until any problems are resolved.
- 13.3 You will only be paid one payment under the Direct Debit Credit Payment Scheme in any 12-month period.
- 13.4 In the event that you:
 - 13.4.1 have left us before the Annual Reassessment date;

- 13.4.2 breach any of your obligations under these terms and conditions; or

- 13.4.3 default on your Direct Debit payments, you will not be entitled to any payment under the Direct Debit Credit Payment Scheme.

- 13.5 The Direct Debit Credit Payment Scheme will only apply to credit which has accumulated in your account as a direct result of overpayment through the Direct Debit instruction. Any money which you paid directly into your account will not be taken into account for the purpose of calculating any credit payable.

- 13.6 Any overpayment received by us from you will not constitute a deposit.

- 13.7 We have the right to withdraw the Direct Debit Credit Payment Scheme at any time. If we do withdraw it, we will treat this as a change to your disadvantage if you currently pay by Direct Debit and will tell you in the manner described in Condition 9.4.

14 Online energy service

- 14.1 For any Online Energy Services Agreement:

- 14.1.1 you must provide any equipment necessary to enable you to access the online energy services;
- 14.1.2 you must ensure that we have an up-to-date email address for you at all times;
- 14.1.3 you must select a username and a password to gain access to the online energy services. You are solely responsible for maintaining the security of your username and password;
- 14.1.4 we will give you reasonable notice of changes to our rules for the use of the online energy services. We will also make available an up-to-date version of the rules on our website;
- 14.1.5 you must follow the rules for the use of the online energy services published on our website;
- 14.1.6 either of us can withdraw from the Online Energy Service Agreement by giving notice of that withdrawal to the other party. Our Agreement will continue to apply but will no longer include the provision of

the online energy services. If we decide to withdraw from the Online Energy Service Agreement, we will give you at least 30 days' advance written notice. We will explain the reason for our decision and how it will affect you. We will also tell you how you can avoid the move, for example by switching to an alternative Tariff or Fuel Supplier;

- 14.1.7 we can suspend any part or all of the online energy services at any time and for as long as is needed to allow us to inspect, maintain, renew, repair or revise our website. If we do suspend any part or all of the online energy services, you will still be entitled to receive an online energy services discount under the terms and conditions of your Tariff; and

- 14.1.8 in providing the online energy services, 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.

15 General

- 15.1 At our request you will give to us all the information we reasonably need to allow us to perform our obligations under the Agreement.
- 15.2 You may get details of our products and prices on our website at www.scottishpower.co.uk, or by writing to us at “ScottishPower Energy Retail, Customer Services, 320 St. Vincent Street, Glasgow G2 5AD”.
- 15.3 Any failure by you or us to comply with any non-payment obligations under the Agreement will be excused if it is caused by events or circumstances outside our or your reasonable control. Anything which either of us does in performing any legal or regulatory duty we have will not constitute a breach of the Agreement.

Notices under the Agreement

- 15.4 **Our** notices to you will be:
- 15.4.1 in writing and delivered by hand or post to you at the Premises; and/or

15.4.2 in respect of an Online Energy Service Agreement, sent to you at the email address you have provided, or such other email address as you may notify to us for this purpose.

15.5 **Your** notices to us will be:

15.5.1 delivered in writing or in person to ScottishPower Energy Retail, 320 St. Vincent Street, Glasgow G2 5AD or such other address as we may notify to you for this purpose;

15.5.2 in respect of an Online Energy Service Agreement, sent to us at our email address specified in the Agreement or such other email address or online form provided on our website as we may notify to you for this purpose; and/or

15.5.3 made by telephone where you speak to one of our authorised representatives or through the use of an automated telephone service where one is specifically provided for a particular form of notice.

Assignment and transfer of rights under this Agreement

- 15.6 We can assign and transfer any or all of our rights and obligations under the Agreement (including any payments due to us) to anyone else, provided they have obtained all the licences and approvals from Ofgem or other regulatory authorities they need to supply Fuel to the Premises. That person will take on the rights and 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, you will deal with the other person in respect of those rights and obligations.
- 15.7 You cannot assign or transfer any of your rights or obligations under the Agreement without first getting our written consent.

Scope of Agreement

- 15.8 In respect of a Verbal Agreement:
- 15.8.1 the details recorded in the Letter will incorporate all the terms of the Verbal Agreement;

- 15.8.2 you confirm that the information you gave us in the Verbal Agreement as recorded and detailed in the Letter is complete and correct; and
- 15.8.3 you accept that the supply of Fuel will each start as soon as possible after the date of the Verbal Agreement.

- 15.9 All the terms of the Agreement between us and you are contained in these terms and conditions and in the brochures and specifications we have given you which relate to the Agreement. If there is any inconsistency between these terms and conditions and any Tariff-specific material, the Tariff-specific material will take precedence. These terms and conditions will apply to all supplies of Fuel we make to you.

- 15.10 The Agreement shall be interpreted and implemented:

15.10.1 in accordance with English law if the Premises are in England and Wales; or

15.10.2 in accordance with Scots law if the Premises are in Scotland.

16 Continuing obligations

16.1 If the Agreement is ended, that will not affect any of the rights, remedies or obligations of you, us or the Distributor or Transporter which:

16.1.1 existed before the ending of the Agreement or came about as a result of the ending of the Agreement; and/or

16.1.2 are stated or intended in the Agreement to carry on after the ending of the Agreement.

17 Limitation of liability

17.1 If we breach any term of the Agreement, or are negligent, you may be entitled to compensation from us for any loss or damage you have suffered as a result.

17.2 We will not have to compensate you for loss or damage caused by anything beyond our reasonable control, nor for any loss or damage which is consequential, indirect or financial or which arises from or amounts to a Financial Disadvantage or wasted expenses. We may have to compensate you if you are entitled to compensation for such loss or damage under the general

law relating to death, personal injury or fraudulent misrepresentation.

17.3 Our total liability in respect of all claims for loss or damage caused by our breach of the Agreement, except for that occurring through death, personal injury or fraudulent misrepresentation, will not exceed £1,000,000 in any one calendar year.

18 Use of personal information

18.1 We can use or pass on to other companies in our group of companies, our agents and/or our contractors any information which you provide to us or to our agents or contractors, or which we otherwise hold (whether or not under the Agreement):

18.1.1 to identify you when you make enquiries or to contact you by mail, telephone, email, SMS text or other forms of electronic communication;

18.1.2 to help administer any accounts, services and products provided by our group of companies;

18.1.3 for market research and analysis or for demonstrating and testing computer systems;

- 18.1.4 to help us, other companies in our group of companies, our agents and/or our contractors to detect debt, fraud or loss;
 - 18.1.5 to identify offers tailored to your needs, including tailored energy efficiency advice;
 - 18.1.6 to inform you about services and products which may be of interest to you (if you have consented to us doing so), including by visit, email, telephone, SMS text or other forms of electronic communication; and
 - 18.1.7 for all purposes related to any of the purposes listed above.
- 18.2 We can also transfer your data to countries outside of the European Economic Area for the purposes of:
- 18.2.1 managing your account;
 - 18.2.2 providing our products and services to you; and
 - 18.2.3 marketing.
- 18.3 We can use an automated scoring system which uses information about you from credit reference agencies in order to manage your account and tailor our services to your needs.

- 18.4 We can monitor and/or record communications with you (including telephone conversations and emails) to confirm your identity, help maintain security and service quality, and for training purposes.
- 18.5 When you apply to open an account with us, we can check the following records about you and others (see Condition 18.6):
- 18.5.1 our own;
 - 18.5.2 records held by Credit Reference Agencies ('CRAs'). CRAs supply to us both public information (including information from the electoral register) and shared credit and fraud prevention information. Please be aware that CRAs may place a search footprint on your credit file which other lenders/ organisations may see; and
 - 18.5.3 records held by Fraud Prevention Agencies ('FPAs').
- We can use these checks to assess applications, verify identities and prevent crime and money laundering. We can also make occasional searches of records

held by CRAs and FPAs to manage your account(s) with us.

- 18.6 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. These links will remain on your and their files until you or your spouse or financial associate successfully apply to the CRAs for disassociation.
- 18.7 Information regarding applications received by us may be sent to CRAs and recorded by them. If you receive products and/or services from us, we can give details of your account(s) to CRAs and, if you breach your payment terms, CRAs may record the outstanding debt. This information may 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 six years after they are closed, whether any debt has been settled by you or remains outstanding.
- 18.8 To help identify theft of mains gas and/or electricity from the Premises, we will give details of your account, which

may include information about alleged criminal offences, to the Energy Theft Risk Assessment Service. They will use the information we give them to check public and other databases they hold and they may also provide information to us and to other Fuel Suppliers to help identify theft of mains gas and/or electricity. These checks will be performed on a regular basis whilst you hold an account with us. The requirements relating to the sharing of information with and by the Energy Theft Risk Assessment Service (as referred to in this Condition 18.8 and in Condition 18.9) apply equally to all Fuel Suppliers.

- 18.9 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 the prevention of crime, fraud and/or money laundering. If we suspect or detect theft of mains gas and/or electricity from the Premises, we will record the details and we may share them with the police, the Energy Theft Risk Assessment Service and/or other law enforcement bodies. In such

circumstances, we may record details of any relevant criminal offences or alleged criminal offences that you have or may have committed and those details will also be shared with and held by the Energy Theft Risk Assessment Service, who may provide those details to other Fuel Suppliers but only in circumstances where you hold or held an account with the relevant Fuel Supplier(s). Where any theft by you has been identified, we may change the terms of your Agreement with us and we will notify you of the relevant changes if that is the case.

- 18.10 If you have received products and/or services from us and do not make payments that you owe us, we will trace your whereabouts and recover debts. Such tracing may include sharing information about you with other Fuel Suppliers.
- 18.11 We can transfer any debt that you owe us to another organisation by providing them with relevant details. That organisation will then own your debt.
- 18.12 If we are told that you owe any debt to your previous Fuel Supplier, we may contact your previous supplier for details

of your debt. If we are told that another Fuel Supplier has been asked to supply Fuel to your Premises, we may give details of your debt (if any) to that Fuel Supplier. We may ask your previous Fuel Supplier for information about you to help us take over your Fuel supply. We may also give your new Fuel Supplier information about you to help them take over your Fuel supply. We can provide information about you to another Fuel Supplier to help settle disputes about your Fuel supply.

- 18.13 Your data may also be used for other purposes with your specific permission or, in very limited circumstances, when required by law or by a regulatory body. We will try to give anonymised or aggregated data, but there may be circumstances where it is necessary to provide personal information and in those circumstances we will do so.
- 18.14 We may have to share information about you with government bodies for the purpose of government initiatives. Such sharing of personal information will only be done where necessary and, wherever possible, we will implement appropriate safeguards.

18.15 If we reasonably believe that you (or any member of your household) have particular needs which are relevant to the supply of Fuel to your Premises, we can record relevant information about you and/or them. We will use this information to make sure that your circumstances are recognised in our dealings with you. We can disclose such information for relevant purposes to:

18.15.1 social service departments, charities, healthcare and other support organisations, if we believe that doing so is in your vital interests;

18.15.2 another Fuel Supplier, if we believe that you are considering switching to another Fuel Supplier and it would benefit you to share this; and

18.15.3 the relevant Transporter, Distributor or metering agents.

18.16 You have the right to a copy of the data about you on our systems on payment of a fee. You also have the right to receive further details about how your data is used by us, CRAs and FPAs by writing to: Data

Protection Officer, ScottishPower Energy Retail, 320 St. Vincent Street, Glasgow G2 5AD. You may also contact the CRAs currently operating in the UK. Information held by each CRA may not be the same, so it may be worth contacting them all. They will charge you a small fee. Contact details for the principal CRAs currently operating in the UK are as follows:

18.16.1 Call Credit, Consumer Services Team, PO Box 491, Leeds LS3 1WZ. Telephone 0845 366 0071 or visit www.callcredit.co.uk

18.16.2 Equifax Ltd, Customer Service Centre, PO Box 10036, Leicester, LE3 4FS. Freephone 0800 014 2955 or visit www.equifax.co.uk

18.16.3 Experian, Consumer Help Service, PO Box 8000, Nottingham NG80 7WF. Telephone 0344 481 8000 or visit www.experian.co.uk

18.17 If you would like more information about the data we pass to the Energy Theft Risk Assessment Service, please contact our Data Protection Officer at the address

provided in Condition 18.16 above. Experian has been appointed on Ofgem's behalf as the Energy Theft Risk Assessment Service provider. More information about the Energy Theft Risk Assessment Service can be obtained by contacting Energy Company Data (ECD), Experian, The Sir John Peace Building, Experian Way, NG2 Business Park, Nottingham NG80 1ZZ.

NOTE: Conditions 18.5 to 18.7 apply only to those customers who have 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

We are acting on behalf of the Distributor to make an agreement with you, under which you and the Distributor both accept and agree to observe the National Terms of Connection ('NTC'). This agreement will enter into effect and have an impact on your legal rights from the time that you enter into this contract. The NTC are a legal agreement, setting out rights and duties in relation to the connection at which the Distributor delivers electricity to, or

accepts electricity from, the Premises. 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.
www.energynetworks.org

For information: Supply characteristics

The electricity delivered to the Premises through the electricity distribution network 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%.

Welsh language and large print versions
of this leaflet are available at
scottishpower.co.uk/legal/terms-and-conditions

We understand the importance of keeping your personal
details safe. To find out more, visit **getsafeonline.org**

