

ScottishPower Electricity General Terms and Conditions (Standard Variable) for Micro Business Customers



SCOTTISHPOWER
The Energy People

ScottishPower Electricity General Terms and Conditions (Standard Variable) for Micro Business Customers

1. MEANINGS

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):

Act	the Electricity Act 1989 as amended from time to time;
Affiliate	in relation to us, means any holding company or subsidiary or subsidiary under taking of a holding company of us, in each case within the meaning of the Companies Act 2006 (as amended or re-enacted from time to time);
Agreement	the Application Form completed by you as accepted by us or the Verbal Agreement (as applicable);
Applicable Date	the day after the date on which you entered into the Agreement with us;
Application	the application, incorporating some or all of these terms and conditions, made by you to us in writing for a supply of electricity at the Premises or the Online Application (as applicable);
Form	the Gas and Electricity Markets Authority;
Authority	the meaning given to that expression in the BSC (the "Balancing and Settlement Code");
BSC Company	the point at which the Premises are connected to the Distributor's System;
Connection Point	to stop electricity passing from the Distributor's System to the Equipment at the Premises;
disconnect, disconnection, disconnected	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;
Distributor	the system for the distribution of electricity operated and/or owned by the Distributor;
Distributor's System	in respect of an Application Form the last day of the month (if any) specified as the "Earliest Termination Date" in the Application Form or in respect of a Verbal Agreement the last day of the month (if any) identified as the "Earliest Termination Date" in the Letter or such other date agreed between us and you from time to time as a replacement for such date;
Earliest Termination Date	loss of profits, revenues, interest, business, goodwill or commercial, market or economic opportunity, whether direct or indirect and whether or not foreseeable;
Economic Loss	a person authorised to supply electricity under the Act;
Electricity Supplier	the lines carrying, and the equipment using, electricity in the Premises;
Equipment	means you for so long as you are liable to pay for the supply of electricity to the Premises or, where the Agreement has come to an end and there is no supply of electricity to the Premises, such person as is entitled to sell the Premises or who is a tenant under a registrable lease at the Premises;
Green Deal Bill Payer	means a payment required to be made under a Green Deal Plan by a Green Deal Payer;
Green Deal Charges	is an arrangement for making energy efficiency improvements to the Premises that meets the requirements of Section 1(3) of the Energy Act 2011 (as amended or re-enacted from time to time);
Green Deal Plan	is a Premises at which Green Deal Charges are owed to a Green Deal Provider;
Green Deal Premises	a person who is authorised to act as a green deal provider under the Green Deal Regulations which, for the avoidance of doubt, may include us or any Affiliate of us from time to time;
Green Deal Provider	means the Green Deal Framework (Disclosure, Acknowledgement, Redress, etc.) Regulations 2012 (as amended or re-enacted from time to time);
Green Deal Regulations	

High Voltage	any voltage exceeding Low Voltage but not exceeding 22,000 volts with any variations of voltage allowed by the Regulations;
Letter	the written letter from us to you which records and details the agreement between you and us in the Verbal Agreement;
Licence	the electricity supply licence granted to us under the Act;
Low Voltage	in relation to alternating current, a voltage exceeding 50 volts but not exceeding 1,000 volts, in each case measured between the phase conductors taking the square root of the mean of the squares of the instantaneous values of a voltage during a complete cycle;
Maximum Power Requirement	in respect of an Application Form the maximum power requirement; specified as the Maximum Power Requirement in the Application Form or in respect of a Verbal Agreement the maximum power requirement identified as the Maximum Power Requirement in the Letter or failing such specification or identification the maximum amounts which you are entitled to take through the Connection Point;
National Terms of Connection	the agreement on the Distributor's national terms of connection, reference to which is printed after the end of these terms and conditions;
Online Application	the application, incorporating some or all of these terms and conditions, made by you to us over the Internet, our Intranet and/or digital television for a supply of electricity at the Premises;
Online Energy Service	the administrative and information service detailed in the Agreement as the "Online Energy Service" and/or such other administrative and information services as may be provided by us to you over the Internet, our Intranet and/or digital television in respect of a supply of electricity at the Premises and specified by us to you at any time and from time to time;
Premises	in respect of an Application Form the property identified in the Application Form as the "premises" or in respect of a Verbal Agreement the property identified in the Letter as the "premises";
Regulations	the Electricity Safety, Quality and Continuity Regulations 2002 as amended or replaced from time to time;
Taxes	VAT and any other tax, levy, charge or duty related to, or on, the supply of electricity and/or the provision of the Online Energy Service, and in addition includes any such VAT and others as we have to pay to those who distribute or transmit electricity for us;
Supply Permissions	all authorisations and/or registrations required under the Act to enable us or, where applicable) another Electricity Supplier to provide a supply of electricity to you at the Premises;
Verbal Agreement	the verbal agreement, incorporating some or all of these terms and conditions, between us and you for a supply of electricity at the Premises as recorded and detailed in the Letter;
we, us, our	ScottishPower Energy Retail Limited having its registered office at 1 Atlantic Quay, Glasgow G2 8SP;
you, your, customer	in respect of an Application Form the person identified in the Application Form as the "customer" or in respect of a Verbal Agreement the person identified in the Letter as the "customer"; and references to "BSC", "Distribution Code" and "Grid Code" shall each have the meaning being given to it in the Licence.

2. PRECONDITIONS AND SUPPLY

2.1 In the event that the Premises have not been registered for

- supply by us by the supply start date specified in the Application Form for reasons which are not solely due to our negligent act or omission, we shall not be liable to you in any way or circumstance whatsoever.
- 2.2 Notwithstanding the other provisions in the Agreement, the Agreement shall come into force in relation to the supply of electricity only 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. If those conditions have not been fulfilled within 3 months of the date of the Application Form or Verbal Agreement (as applicable), we may terminate 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.
- 2.3 We shall complete the transfer using the relevant supply industry processes, of the electricity supply to the Premises from your existing Electricity Supplier to us within 21 days following the Applicable Date, but that is subject to the following qualifications:-
- (i) you request us to carry out the transfer within a longer period;
 - (ii) the existing Electricity Supplier has prevented the transfer in a way in which it is permitted to do under its electricity supply licence;
 - (iii) the electricity meter(s) at the Premises are not of a type suitable for your pricing package;
 - (iv) we do not have all of the information we need to complete the transfer and:
 - a) we have taken all reasonable steps to obtain the missing information from you and/or your existing Electricity Supplier and you and/or your existing Electricity Supplier has not provided that information, or the information provided is incorrect; and
 - b) that information is not readily available to us from another source; or
 - (v) we are prevented from completing the transfer due to any other circumstances caused by you.
- In any event we shall complete the transfer within 21 days of the date on which the applicable qualification(s) of this Condition 2.3 no longer apply to the transfer.
- 2.4 If the electricity meter(s) at the Premises are not of a type suitable for your pricing package, 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 terminate 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.
- 2.5 Throughout the period of the Agreement you will be the owner or occupier of the Premises, which will be connected to the Distributor's System at the Connection Point.
- 2.6 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 Power Requirement.
- 2.7 You will not take electricity at the Premises at a level in excess of the Maximum Power Requirement.
- 2.8 It is your responsibility to check and take into consideration your other electricity supply contract(s) (if any) and you shall arrange for any termination of such contract(s) as may be required in order to allow the Agreement to come into force. We shall not incur any liability of any kind whatsoever to you arising from such contract(s), other than to the extent that you are entitled to recover compensation from us under the Agreement.
- 2.9 If it is proposed that an Electricity Supplier other than us seeks to obtain those authorisations or registrations, we shall be entitled to object to such an Electricity Supplier seeking to obtain those authorisations or registrations for so long as you (a) do not pay charges for the supply of electricity to the Premises or Green Deal Charges which are due to us and have been demanded and/or (b) are bound by the provisions of the Agreement which will neither expire nor be terminated on or before the date of a proposed transfer to that other Electricity Supplier.

3. EQUIPMENT

- 3.1 The quantity of electricity supplied to the Connection Point shall be measured by the meter(s).
- 3.2 You will allow the Distributor or any other person authorised by the Distributor or us at its expense to install, operate, maintain, repair or replace any of the Distributor's System on the Distributor's side of the meter(s), all of which shall remain the property of the Distributor or such authorised person.
- 3.3 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.
- 3.4 If you exercise your rights under Condition 3.3, you will arrange that you are entitled, or have the consent of any relevant third party to allow you, to use any meter(s) or other similar equipment installed at the Premises which will be used for measuring the amount of electricity consumed at the Premises or other wise in connection with the supply of electricity to the Premises. Where you arrange for your meter(s) to be read or operated by any other person, you will indemnify us against any loss or damage suffered by us in consequence of an act or omission of that person.
- 3.5 We may at your expense at any time and from time to time appoint or replace a meter operator in respect of the meter(s), if such an appointment is not made by you or a meter operator appointed by you does not in our view perform adequately to meet the requirements of the Agreement (including the BSC).
- 3.6 You will allow any operational metering equipment which the BSC Company or its agent, the Distributor or any other person authorised by the Distributor or us installs at the Premises to remain in place.
- 3.7 For the carrying out of any of the additional work which you may ask us, or we may have, to carry out and/or in connection with any attempt to disconnect or re-connect your supply, we may charge you, and you will pay, reasonable charges.

4. SAFETY AND EMERGENCIES

- The supply of electricity to the Connection Point may be disconnected 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
 - in the case of accident or other emergency affecting or likely to affect the Distributor's System or any other system through which (directly or indirectly) we receive the supply of electricity; or
 - if and to the extent that the Distributor disconnects or reduces the maximum capacity of the Connection Point; or
 - in the event of any breach of the 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. That supply will be subject to the variations permitted by the Regulations.

5. TERMINATION OF AGREEMENT

- 5.1.1 You may terminate 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 but only if by the expiry of that notice:
- (a) Another Electricity Supplier has obtained the Supply Permissions and commences a supply of electricity to the Premises; or
 - (b) the Premises are disconnected because you have ceased to require a supply of electricity to the Premises; or
 - (c) in the specific circumstances set out in Condition 7.4, and in each case, no charges for electricity supplied to you or Green Deal Charges (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.
- 5.1.2 In the event that you give us a valid notice of termination under Condition 5.1 above but the Premises have not been registered in terms of the electricity supply industry requirements as amended from time to time, for a supply from another supplier

- within 30 days of the proposed date of termination, you accept that the Agreement shall continue in full force and effect.
- 5.2 We may terminate the Agreement and/or disconnect your supply of electricity at any time on giving 28 days' notice of such termination, 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 take electricity at the Premises at a level in excess of the Maximum Power Requirement, or
 - if you become insolvent or go into liquidation, receivership or administration or compound with your creditors, or
 - if our ability to comply with our obligations and duties under all applicable laws, the Licence, the Grid Code and the Distribution Code is adversely affected by your acts or omissions, or
 - if you commit a material breach of the Agreement, and in each case the Agreement will terminate and/or we may disconnect your supply upon the expiry of such notice.
- 5.3 The Agreement may be terminated 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.
- 5.4 If you are going to cease to either own and/or occupy the Premises:
- (a) you will give us at least 28 days' written notice prior to so ceasing, including the following information:
- the date you are so ceasing;
 - your future contact details; and
 - the name and contact details of the future owner and/or occupier of the Premises; and
- (b) on the date that you so cease, you will take and provide to us a final meter reading for the meter(s).
- 5.5 If you give us notice in terms of Condition 5.4, we may in our sole discretion (a) accept such notice and agree to terminate the Agreement, (b) not accept such notice and refuse to terminate the Agreement or (c) ask you to provide to us proof of such change. If we ask you to provide such proof and we in our sole discretion consider that such proof (a) is reasonable proof of such change we may agree to terminate the Agreement or (b) is not reasonable proof of such change we may refuse to terminate the Agreement.
- 5.6 If you have not given us notice in terms of Condition 5.4 and a new owner and/or occupier of the Premises informs us that you have ceased to own and/or occupy the Premises, and we accept that that is the case, should that new owner and/or occupier provide a meter reading for the meter(s) in relation to that change, we will use that meter reading as your final meter reading.
- 5.7 If you are ceasing to either own and/or occupy the Premises and moving to another property, we may agree with you to transfer the Agreement to that other property. To allow such a transfer you may need to agree to new prices, charges and/or terms and conditions.
- 5.8 For the avoidance of doubt, where you do not supply all the information requested in this Condition during the notice period, we may hold you to the performance of the contract in its entirety. This includes payment for any charges incurred once you ceased to either own and/or occupy the Premises.
- 6. 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.
- 7. ACCESS, PAYMENT AND EQUIPMENT**
- 7.1 You will allow the Distributor or any other person authorised by the BSC Company or its agent, the Distributor, a meter operator or us full, free and safe rights of access to the Premises at all times if the Distributor or we think it is necessary to cut off and/or disconnect the supply of electricity to avoid danger to life or property and at all reasonable times for any other purpose authorised by the Act or in connection with the Agreement or the BSC.
- 7.2 Subject to Condition 7.3, we will bill you (by issuing a valid VAT invoice) and you will pay us the full amount of the charges calculated (including Green Deal Charges, where applicable):
- (a) in accordance with the payment option chosen, and for the pricing package selected, in the Application Form and at the prices applying to that payment option and pricing package as specified in the Application Form, or
- (b) in accordance with the payment option, and at the price applying to that payment option, as specified in the Verbal Agreement and recorded and detailed in the Letter, or
- (c) in accordance with such method and at such other price as we may otherwise agree with you.
- 7.3 We will be entitled at our sole option at any time or from time to time to replace your then current payment option with an alternative payment option, and you will pay us in accordance with that alternative payment option, at the price(s) applicable to that alternative payment option, as specified by us to you at that time.
- 7.4 If we increase the price or vary any 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 terminate 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 to you. We may reduce any of the prices and/or charges at any time and from time to time. You shall not be entitled to exercise your rights under this Condition 7.4 in respect of the imposition of or an increase to Green Deal Charges.
- 7.5 If any of the information supplied by you to us and which we use for preparing prices and/or charges is untrue, incomplete or inaccurate for those purposes we will be entitled by giving notice to you in writing to vary, acting reasonably, those prices and/or charges with effect from the date the Agreement came into force.
- 7.6 In addition to the price and/or any charge (including Green Deal Charges, where applicable), you will pay any Taxes other than any tax payable by us on our income or profits. You will also pay such additional reasonable charges as may be levied by us or upon us by the BSC Company or its agent or the Distributor or a meter operator or data collector or others arising from or in respect of the Agreement and/or any other charges or costs in connection with any attempt to disconnect or re-connect your supply or any supply of electricity to you at the Connection Point in excess of the Maximum Power Requirement.
- 7.7 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 (including Green Deal charges, where applicable) payable under the Agreement, within 7 days of the date of the 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, 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.
- 7.8 Where we bill you, if information on the quantity of electricity supplied by us is not available we may bill you on the basis of estimated readings for your likely consumption. When that information is available, we will make the appropriate adjustment, if any, to your next bill. 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.
- 7.9 All payments due by you to us under the Agreement shall be made without deduction, withholding or set-off whatsoever.
- 7.10 If you pay to us at any time or from time to time an amount which is less or more than the amount due (including Green Deal Charges) we may apply that payment as we decide.
- 7.11 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 (including Green Deal Charges), 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.
- 7.12 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.
- 7.13 We may charge you, and you will pay, the reasonable costs incurred by us (including payment of Green Deal Charges under the Agreement) 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 (including Green Deal Charges).
- 7.14 For the avoidance of doubt, your obligations to pay to us any costs, charges, expenses or liabilities in accordance with the Agreement (including Green Deal Charges and any adjustment to any estimated charges) shall survive termination of the Agreement.
- 7.15 If any charges are outstanding from the date of the first reminder we can charge you interest from the date payment was due at the annual rate of 4% above the base lending rate of The Royal Bank of Scotland plc from time to time (or its equivalent if a base lending rate is not quoted by The Royal Bank of Scotland plc) on those charges.
- 7.16 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.
- 7.17 **You will pay to us such reasonable deposit by way of security for payment of any sums due to us by you under the Agreement (including Green Deal Charges) 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 electricity under the Agreement, that supply will not start until that deposit has been provided.**
- 7.18 You will be responsible at all times for the Equipment on your side of the meter(s) and at your expense will procure that it is maintained in good working order and condition, and is operated in compliance with the Act.
- 7.19 The reading shown on the register of the meter(s) shall be regarded as prima facie evidence of the amount of electricity supplied to the Premises. However, if either 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.
- 7.20 You must take reasonable care to keep the meter(s) measuring the supply of electricity to the Premises free from damage or interference. If you do not you must pay us for the reasonable costs:
 - paid or incurred by us to repair or replace it or them; or
 - incurred by us or any person authorised by us in responding to a request for any attendance due to a failure by you to take reasonable care of the meter(s).
- 7.21 If any amount due in terms of Conditions 5.8, 7.6, or 7.8 remains unpaid after the expiry of the period of 21 days after the date of demand then we (but without prejudice to any other remedies) will be entitled to charge interest on the unpaid amount from that date of demand at the same rate and by the same calculation provided for the calculation of interest in Condition 7.15.
- 7.22 If you are a company incorporated under the Companies Acts, in consideration of our provision of the supply of electricity under the Agreement, the director of yours who signs the Agreement on your behalf guarantees and undertakes to us that he or she shall irrevocably and unconditionally be jointly and severally liable for any and all payments due by you to us under the Agreement, should you not pay any or all such payments when due under the Agreement. All such payments due by that director to us shall be made immediately on demand as if he or she were you, without deduction, withholding or set-off whatsoever. In addition and at our sole discretion we may also require the said director within 7 days of request, to provide us with a personal guarantee in a form that we will provide and for an amount no greater than an amount equal to the previous quarter's usage.
- 8. THE GREEN DEAL**
- 8.1 This Condition 8 shall apply if and for so long as the Premises are Green Deal Premises.
- 8.2 Subject to Condition 8.3, in terms of the Licence we are required to collect Green Deal Charges from Green Deal Bill Payers and remit such payments to the relevant Green Deal Provider (or their nominees, successors or assignees).
- 8.3 Where Green Deal Bill Payers have any prepayment meter(s), any payment we are required to make in accordance with the Licence to a Green Deal Provider (or their nominees, successors or assignees) in respect of Green Deal Charges that are due but which have not been collected by us on or before the time we make such payment shall in no way discharge the Green Deal Bill Payer's liability in respect of those Green Deal Charges.
- 8.4 Subject to Condition 8.5, we will only collect Green Deal Charges from you that become payable after the date on which our obligation to supply you with electricity at the Premises under the Agreement came into force.
- 8.5 Where you were a Green Deal Bill Payer in respect of the Premises prior to the date on which our obligation to supply you with electricity at the Premises under the Agreement came into force, we will continue to collect Green Deal Charges from you.
- 8.6 If the Agreement is brought to an end, then:
 - (i) you shall remain liable for all Green Deal Charges due to be paid to us pursuant to the Agreement and which remain unpaid in respect of the period commencing on the date on which our obligation to supply you with electricity at the Premises under the Agreement came into force and ending with the date on which the Agreement comes to an end; and
 - (ii) where, after the Agreement has come to an end, you continue to be the Green Deal Bill Payer, you will remain liable for the Green Deal Charges.
- 8.7 Where we collect, remit or otherwise deal with Green Deal Charges, we are doing so as agent and trustee for the relevant Green Deal Provider (or their nominees, successors or assignees), save where we are the Green Deal Provider.
- 8.8 You will pay Green Deal Charges to us using the same payment option as applies to your supply of electricity at the Premises.
- 8.9 In collecting, remitting and otherwise dealing with Green Deal Charges, we shall be entitled to use the same processes and remedies to recover arrears of Green Deal Charges that we use to collect any other sums due to us under the Agreement.
- 8.10 Where we collect, remit or otherwise deal with Green Deal Charges, such collection, remittance or other dealings shall be subject to the terms of this Agreement as though the Green Deal Charges were sums due to us for a supply of electricity and we shall be entitled to exercise all of the rights we have under this Agreement accordingly.
- 8.11 Any action that we take, or purport to take, on behalf of a Green Deal Provider at a time when we were not authorised to do so shall, if subsequently ratified by the Green Deal Provider, be as valid as if the Green Deal Provider had expressly authorised that action in advance.
- 8.12 Where the Premises are Green Deal Premises, we will also advise you of the amount of the Green Deal Charges that you are required to pay to us from time to time and you will pay us such charges on the same terms as you are required to pay us for a supply of electricity.
- 9. GENERAL**
- 9.1 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.
- 9.2 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.
- 9.3 Notices under the Agreement (a) shall be in writing and shall be delivered by hand or post to you at the address of the customer on the Application Form or specified in the Verbal Agreement and recorded and detailed in the Letter (as the case may be) or us for the attention of the Contracts Team, Business Sales, ScottishPower Energy Retail Ltd, Cathcart House, Spean Street, Glasgow, G44 4BE or for the attention of such other person or to such other address notified to us or 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.
- 9.4 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 or any Green Deal Charges payable to us) to another party provided they have obtained all the licences and approvals from the Authority or other regulatory authorities necessary for them to supply electricity to you at the Premises. As a result, that party will acquire the rights and assume the obligations as if it had been the original party to the 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.

- 9.5 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.
- 9.6 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 electricity will start as soon as is practicable after the date of the Verbal Agreement.
- 9.7 Nothing in the Agreement shall prejudice or affect our rights, powers or obligations under any statute, statutory instrument, licence, regulation, direction or order for the time being in force.
- 9.8 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.
- 9.9 The Agreement shall be construed and implemented (a) in accordance with English law, and you and we shall submit to the exclusive jurisdiction of the English and Welsh courts, if the Premises are in England and Wales and (b) in accordance with Scots law, and you and we shall submit to the exclusive jurisdiction of the Scottish courts, if the Premises are in Scotland.

10. 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;
- 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 website;
- 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.

11. SURVIVAL ON TERMINATION

Termination of the Agreement shall not affect any of your, the Distributor's, the Green Deal Provider's or our rights, remedies or obligations which may have accrued prior to or as a result of such termination and shall not affect any of your, the Distributor's, the Green Deal Provider's or our rights, remedies or obligations which either expressly or by implication in the Agreement are stated to continue after such termination.

12. LIMITATION OF LIABILITY

If we fail to comply with any term of the Agreement, or are negligent, or you have a remedy for fraudulent misrepresentation, 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 loss 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 £100,000.

13. USE OF YOUR PERSONAL AND BUSINESS INFORMATION BY OURSELVES AND BY CREDIT REFERENCE AND FRAUD PREVENTION AGENCIES

- 13.1 For the purposes of this clause 13 only, the definition of 'you', 'your' and 'customer' is extended to include all or any of your Directors or partners.
- 13.2 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 and/or those parties listed at www.greendealorb.co.uk/data-controllers:
- to identify you when you make enquiries or to contact you through 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;
 - to administer any Green Deal Plan at the Premises including the receipt of information from the Green Deal Provider which will enable us to detail outstanding Green Deal Charges on your energy bill and the collection of these payments from you and to pass these payments to the Green Deal Provider;
 - 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. If the Premises are Green Deal Premises, we will notify the Green Deal Provider that you are the new bill payer and provide them with your contact details.
- 13.3 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.
- 13.4 When you apply to us to open an account, we may check the following records relating to you:
- (a) our own;
 - (b) personal and business records at credit reference agencies (CRAs). When CRAs receive a search request from us, they will place a search footprint on your business credit file that may be seen by other lenders. They supply to us both public (including the electoral register) and shared credit and fraud prevention information.
 - (c) records held by Fraud Prevention Agencies ('FPAs').
 - (d) If you are a director, we will seek confirmation, from credit reference agencies, that the residential address that you provide is the same as that shown on the restricted register of directors' usual addresses at Companies House. Such checks may be used for credit checking, assessing applications, verifying identity and for preventing crime and money laundering.
- 13.5 We may also periodically assess all the records as set out at Condition 13.4 above to help us manage your account on an ongoing basis. Those checks will be used to assess the ongoing suitability of the payment arrangements you have with us at any time.
- 13.6 Information on applications may be sent to CRAs and recorded by them, including but not limited to, information on your business and its proprietors and CRAs may create a record of the name and address of your business and its proprietors if there is not one already. 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.
- 13.7 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 to prevent 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 and/or other law enforcement bodies. In such circumstances, we may record details of any relevant criminal offences that you have or may have committed. We, FPAs and other organisations involved in crime and fraud prevention may access and use from other countries the information recorded by fraud prevention agencies.

- 13.8 If you have received products and/or services from us or if the Premises are Green Deal Premises and you do not make payments that you owe us or that we are required to collect on behalf of a Green Deal Provider, we will trace your whereabouts and recover debts. Such tracing may include showing information about you with other electricity suppliers and Green Deal Providers.
- 13.9 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.
- 13.10 We may pass your details to third party data processors to help us provide services to you or otherwise conduct our legitimate functions. We will always ensure appropriate measures are in place to keep your personal information secure.
- 13.11 We are committed to respecting your right to privacy. You are entitled to a copy of the data held about you on Scottish Power's systems on payment of a fee. This is a condensed version and if you would like to read the full details of how we, CRAs and FPAs use your data please contact us by writing to: Data Protection Representative, ScottishPower Energy Retail, Section 5, Cathcart Business Park, Spean Street, Glasgow G44 4BE. Please direct any other queries about your data protection rights to the same address.

You can contact the CRAs currently operating in the UK; the information they hold may not be the same, so it is worth contacting them all. They will charge you a small statutory fee.

CallCredit, Consumer Services Team, PO Box 491, Leeds LS3 1WZ or call 0870 060 1414 or log on to www.CallCredit.co.uk;

Equifax PLC, Credit File Advice Centre, PO Box 3001, Bradford BD1 5US or call 0845 603 3000 or log on to www.myequifax.co.uk;

Experian, Consumer Help Service, PO Box 8000, Nottingham NG80 7WF or call 0844 481 8000 or log on to www.experian.co.uk.

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%.

This comprises the ScottishPower Electricity General Terms and Conditions (Standard Variable) for Micro Business Customers dated June 2013.

ScottishPower Energy Retail Limited
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