

ScottishPower Smart Export Guarantee Tariff Terms and Conditions (November 2022)

These terms and conditions (“Conditions”) apply to electricity generated and exported by you via the ScottishPower Smart Export Guarantee Tariff. You should retain these conditions for your records.

1. DEFINITIONS

1.1. In these Conditions, the following words have the following meanings: -

“**Above-Zero Export Tariff**” means an Export Tariff that offers an above zero pence rate per kilowatt hour at all times;

“**AD Reporting Start Date**” means the date on which the Authority formally acknowledges your intent to request SEG Payments from us and confirmation that you intend to comply with the criteria set down in the Schedule to the SEG Order 2019;

“**AD Installation**” means an Eligible Installation which produces Export through Anaerobic Digestion;

“**Agreement**” means these Conditions and your Application Form;

“**Application**” means your Smart Export Guarantee application requesting us to make SEG Payments to you in accordance with the Scheme;

“**Application Form**” means the form, published by us, which you are required to complete as part of your Application;

“**Authority**” means the Gas and Electricity Markets Authority or, as appropriate, Ofgem;

“**Authority’s Requirements**” means any requirements of the Authority from time to time in relation to the Scheme;

“**Balancing and Settlement Code**” means the Balancing and Settlement Code provided for in standard condition C3 (Balancing and Settlement Code (BSC)) of the Transmission Licence

“**Business Day**” means any day other than Saturday, Sunday or a public holiday in Great Britain;

“**Central Register**” means the register kept and maintained by the Authority relative to the FIT Scheme;

“**Communication**” means any communication including billing and operational communication which we send to your email address, provided by you on your Application Form, from time to time in accordance with this Agreement;

“Complaints Procedure” means the procedure available to a SEG Generator in the event it has a complaint about any action taken by a SEG Licensee in relation to the SEG;

“DCC” means Smart DCC Ltd, a company operating under a Smart Meter Communication Licence to establish and manage the smart metering data and communications infrastructure;

“EA08” means the Energy Act 2008;

“Eligible Installation” means Plant which is capable of Small-scale Low-carbon Generation with the Specified Maximum Capacity and meets the following conditions:

- (a) In relation to installations which have a capacity of 50 kilowatts or less and which generates electricity from combined heat and power, solar voltaic or wind sources, the installation is certified under MCS or an Equivalent Scheme, and has been installed by an MCS or equivalent installer;
- (b) In relation to all other installations, the installation has equivalent certification to that required by MCS; and
- (c) The meter used to measure the Export from the Eligible Installation is compliant with the Metering Legislation, is capable of taking measurements at half-hourly intervals in relation to the exported electricity volumes for which the SEG generator seeks payment, and has an export MPAN to manage exported electricity volumes to the SEG Licensee;

“Eligible Low-carbon Energy Source” means the following sources of energy or technology:

- (a) Anaerobic Digestion;
- (b) Hydro Generation Station;
- (c) Combined heat and power systems with an electricity capacity of 50 kilowatts or less;
- (d) Solar photovoltaic; and/or
- (e) Wind;

Within any of the cases from (a) to (e), the Specified Maximum Capacity;

“Equivalent Scheme” means a scheme accredited in accordance with EN 45011 or EN ISO/IEC 17065:2012;

“Export” means the flow of electricity at any instant in time from an Eligible Installation onto a distribution system or transmission system and which must be accounted for in settlement in accordance with the Balancing and Settlement Code regardless of capacity; Export as a verb shall be construed accordingly and “exported” shall be interpreted accordingly;

“Export Meter” means a meter or meters complying with the requirements set out in clause 2 of Schedule A to standard condition 57 of the Licence, which measures the quantity of Export and the compulsory registration of which, under the Balancing and Settlement Code, regardless of capacity, is to be the responsibility of the SEG Licensee; For the purposes of SEG, this will be the Export, SMART Import Meter (cumulative or total Export rate only) or other half hourly or AMR meter capable of measuring Export.

“Export Meter Reading” means the measure by an Export Meter of the amount of Export;

“Extension” means a modification to an Eligible Installation to increase its Total Installed Capacity from the same type of Eligible Low-carbon Energy Source, and Extend as a verb shall be construed accordingly;

“Export Tariff” means the payment rate per kilowatt hour for Export as specified on our website and as may be varied by us from time to time, at all times remaining an Above-Zero Export Tariff and a SEG compliant tariff;

“FIT Order” means the Feed-in Tariffs Order 2012;

“FIT Scheme” means the scheme for Feed-in Tariffs detailed in the FIT Order and the Licence;

“Hydro Generation Station” means an installation driven by water, except for such an Installation:

- (a) Driven by waves, ocean currents or geothermal sources;
- (b) Driven by tidal flows, unless also driven partly by non-tidal flows from a water course;
or
- (c) Where the hydrostatic head of the water has been increased by pumping;

“Licence” means the electricity supply licence granted to us under the Electricity Act 1989, as amended;

“Mandatory SEG Licensee” means a person who is a holder of a licence under section 6(1)(d) of the Electricity Act 1989 which, as at 31 December before the start of each SEG Year, either:

- (a) Supplies electricity to at least 150,000 domestic customers; or
- (b) Together with its affiliates jointly supplies electricity to at least 150,000 domestic customers;

“MCS” means the Microgeneration Certification Scheme;

“Metering Legislation” means:

- (a) Schedule 7 to the Electricity Act 1989;
- (b) The Meters (Approval of Pattern or Construction and Manner of Installation) Regulations 1998 (S.I. 1998/1565)
- (c) The Meters (Certification) Regulations 1998 (S.I. 1998/1566);
- (d) The Electricity (Approval of Pattern or Construction and Installation and Certification) (Amendment) Regulations 2002 (S.I. 2002/3129);
- (e) The Measuring Instruments (EC Requirements) (Electrical Energy Meters) Regulations 1995 (S.I. 1995/2607);
- (f) The Measuring Instruments (EC Requirements) (Electrical Energy Meters) (Amendment) Regulations 2002 (S.I. 2002/3082); and
- (g) The Measuring Instruments (Active Electrical Energy Meters) Regulations 2006 (S.I. 2006/1679);

“MPAN” means meter point administration number;

“**Ofgem**” means the Office of the Gas and Electricity Markets;

“**Owner**” means, in relation to any Plant which is the subject of a hire purchase agreement, a conditional sale agreement or any agreement of a similar nature, the person in possession of the Plant under that agreement (and in all other contexts it shall bear its ordinary meaning).

“**Plant**” means any equipment, apparatus or appliance;

“**Scheme**” means the scheme for Smart Export Guarantee Tariffs detailed in the SEG Order and the Licence;

“**SEG**” means smart export guarantee;

“**SEG Arrangements**” means the arrangements for delivering the smart export guarantee introduced in accordance with sections 41 to 43 EA08, as set out in Standard Conditions 57 and 58 of the Licence and the SEG Order;

“**SEG Compliant Tariff**” means a tariff, consisting of SEG payments, offered to a SEG generator in accordance with the SEG arrangements;

“**SEG Generator**” means a person (a) entitled to seek payment in respect of an Eligible Installation from a SEG Licensee and (b) who has accepted the SEG Licensee’s offer of an Export Tariff offered in accordance with the SEG arrangements;

“**SEG Licensee**” means the collective term for Mandatory SEG Licensees and Voluntary SEG Licensees;

“**SEG Order 2019**” means the Smart Export Guarantee Order 2019;

“**SEG Payments**” means the sum or sums payable to you, the SEG Generator, by a SEG Licensee, for Export in any period

“**SEG Year**” means a period of twelve months commencing on 1 April and concluding on 31 March starting from 1st January 2020, and in the first year following 1 January 2020 (“the first SEG Year”), the SEG Year will extend from that date until 31 March in the year following;

“**Small-scale Low-carbon Generation**” means the generation of electricity, by any Plant (a) which, in generating electricity, relies wholly or mainly on an Eligible Low-carbon Energy Source; and (b) the Total Installed Capacity of which does not exceed the Specified Maximum Capacity;

“**Specified Maximum Capacity**” means the maximum capacity specified in the SEG Order;

“**Storage**” means the storage of energy that was converted from electricity and is stored for the purpose of its future reversion into electricity;

“**Storage device**” means the Plant used to store energy;

“Switching” means the process where a generator who is eligible to participate in the Scheme elects to change its SEG Licensee (and “Switch” shall be construed accordingly);

“Transmission Licence” means a transmission licence granted or treated as granted under section 6(1)(b) of the Electricity Act 1989;

“Total Installed Capacity” means the maximum capacity at which an Eligible Installation could be operated for a sustained period without causing damage to it, a declaration of which is submitted as part of your Application;

“Voluntary SEG Licensee” means a person who is a holder of a licence under section 6(1)(d) of the Electricity Act 1989 which is not a Mandatory SEG Licensee and which voluntarily elects to participate in making SEG Payments under the SEG arrangements.

“We”, “Us” or “Our” means ScottishPower Energy Retail Limited (registered number SC190287) having our registered office at 320 St Vincent St, Glasgow G2 5AD; and

- 1.2. Reference to any statute shall be deemed to include any amendment, replacement or re-enactment thereof for the time being in force and to include any byelaws, statutory instruments, rules, regulations, orders, notices, directions, consents, or permissions made thereunder.
- 1.3. In these Conditions, unless the context otherwise requires, reference to words importing the singular only also includes the plural and vice versa and words importing persons shall include un-incorporated associations and partnerships and any entity with legal standing.
- 1.4. The headings in these Conditions are for ease of reference only and shall not be taken into account in the construction or interpretation of these Conditions.

2. COMMENCEMENT AND DURATION

- 2.1. These Terms and Conditions shall come into effect from the date we receive from you (1) a full and complete Application submitted online for the ScottishPower Smart Export Guarantee Tariff, and (2) any and all supporting documentation requested by us as part of that application process.
- 2.3. These Terms and Conditions shall continue in full force and effect unless and until terminated earlier in accordance with Clause 8.

3. YOUR OBLIGATIONS

- 3.1. You warrant and confirm the following:
 - (a) You own the Eligible Installation and it is situated in Great Britain;
 - (b) You have an appropriate Export Meter connected to your Eligible Installation;
 - (c) Your Eligible Installation is connected to the electricity network;

- (d) Your Export Meter is an Authority approved meter type and complies with the metering standards specified by the Authority from time to time;
 - (e) You are not claiming or in receipt of any SEG payments relative to your Eligible Installation from any other SEG Licensee;
 - (f) You are not registered to benefit from receipt of an export tariff under the FIT scheme relative to your Eligible Installation;
 - (g) You have entered into an appropriate agreement with your local distribution network operator which allows for the exportation of electricity onto the distribution network;
 - (h) Your Export Meter is only connected to the Eligible Installation and other Accredited SEG Installations at the premises on which the Eligible Installation is sited;
 - (i) Your Export Meter is positioned in locations which are safely accessible to us, the Authority and/or any person authorised by us or the Authority to inspect meters;
 - (j) You will not restrict entry when we, the Authority and/or any person authorised by us or the Authority require to inspect your Export Meter; we may ask you to provide a photograph of your meter
 - (k) You will contact us and your electricity supplier (or if you are the Owner, but not the occupier of a site, you will procure that the occupier will contact its electricity supplier) immediately if your import meter is moving backwards;
 - (l) You have complied with and during the term of this Agreement will continue to comply with all of the Authority's Requirements; and
 - (m) You will comply with this Agreement and you recognise that failure on your behalf to comply with any term of this Agreement may result in suspension or recoupment of SEG Payments, or termination of this Agreement.
 - (n) You will correspond using the email address populated at time of your Application. If this changes, you will notify us immediately.
 - (o) You will receive an email requesting you register your payment information on our secure portal called "MINFO". We will send you your supplier number (also known as your vendor number) in advance of you receiving your invitation to join. Please keep this Supplier/Vendor number safe, as you will need it to complete your registration. For your own security, this is not something ScottishPower can register for you.
 - (p) You must complete your registration as soon as you receive the MINFO email. If you fail to do this, payment will not be made.
 - (q) You must nominate a bank account to receive SEG Payments before those SEG Payments become due, and any amendments to banking details will be managed by you via the MINFO portal.
 - (r) If you are VAT registered you will provide your VAT number and VAT Self Bill declaration at time of your Application and complete the Self Bill Invoice Declarations on an annual basis. If anything regarding your VAT status changes, you will notify us of this immediately.
 - (s) The tariff you will be awarded will be dependent on your eligibility and other energy efficiency products taken with ScottishPower
- 3.2. You shall promptly provide us and/or the Authority with all information, declarations and evidence as we require for administration of the Scheme. You confirm that all such information, declarations and evidence shall be complete, true and accurate.
- 3.3. You confirm that you will notify us as soon as reasonably possible if the ownership of the Eligible Installation changes along with your final Export Meter Reading, the Eligible

Installation becomes ineligible under the Scheme or you change the capacity or otherwise vary your Eligible Installation in any way. If you fail to notify us of any such change, we reserve the right to withhold, reduce or recoup SEG Payments accordingly. If the Eligible Installation becomes ineligible under the Scheme, this Agreement will terminate in accordance with Clause 8.1(c).

- 3.4. Where your Eligible Installation is an AD Installation, you confirm that you shall, on each anniversary of the AD Eligibility Date, provide us with an annual declaration confirming that the details you have provided to us relative to your Eligible Installation are still current and correct.
- 3.5. Where you provide your own Export Meter Readings, we will only accept readings taken directly from your Export Meter and it is your responsibility to ensure that Export Meter Readings are submitted as required. Any Export Meter Readings which you take, including those which are provided to us pursuant to this Agreement must be retained by you, together with details of any SEG Payments you receive from us. Where you provide your own Export Meter Readings these must be accompanied with photographic evidence of the Export Meter (the cumulative or total export rate) showing the readings that have been provided otherwise they will not be accepted by us. Where your Export Meter Readings are provided via the DCC, it is your responsibility to ensure that your Export Meter always remains in functional working order and in communication with the DCC for the purposes of providing Export Meter Readings. Where your Export Meter is not in functional working order and you are unable to provide your own Export Meter Readings, we shall have the right to terminate this Agreement.
- 3.6. If you are due to receive SEG Payments from us pursuant to this Agreement and you die before such SEG Payments are paid, we will pay such SEG Payments to the person who is either lawfully entitled to the whole of your estate or is administering your estate on behalf of a number of beneficiaries (as the case may be) upon application to us by such person, we will only make payment of such amount to a claimant if such claimant provides us with a declaration, signed by a solicitor, which confirms that such claimant is legally entitled to be paid such amount and provides acceptable evidence of the validity of your claim. Other than what is contained within this clause 3.6, there will be no further payments due in relation to this Agreement to any Parties, including any Parties lawfully entitled to the whole of your estate or administering your estate on behalf of beneficiaries, as the rights and obligations upon Parties under this Agreement terminates upon your death.
- 3.7. You will not be entitled to receive, and will not receive, SEG payments: -
 - (a) For any exported electricity from installed additional capacity, where an installation has been extended such that the combined total installed capacity (TIC) exceeds 5MW (or 50kW for micro-combined heat and power (microCHP)); and/or
 - (b) Where the Eligible Installation is an AD Installation, if you have not notified us of your AD Reporting Start Date or where you are unable to provide confirmation from the Authority that you have met their ongoing reporting obligations and sustainability and feedstock requirements.

- 3.8. If your Export Meter records, but cannot determine the amount of, electricity exported from another source, you will not receive SEG payment until you install suitable metering to calculate the Exported energy from the source and capacity specified in your application. Once suitable metering is installed, SEG payments will be made from the date that we are able to verify the suitability of the metering. Payment will not be retrospective for any period where unsuitable metering was installed.

4. OUR OBLIGATIONS

- 4.1. Should you wish to Switch and receive SEG Payments under the Scheme from another SEG Licensee, we will participate as required to facilitate the transfer to that other SEG Licensee. However, you are responsible for submitting your Application and all supporting information to switch to your chosen licensee.
- 4.2. Where you received SEG Payments from another SEG Licensee and wish to Switch to receive SEG Payments from us, you will need to provide us with certain information, including but not limited to the following:
- (a) The full application process completed online, with the specified supporting documentation.
 - (b) A copy of current Export meter readings together with photographic evidence showing these readings to be accurate.
 - (c) Copies of Export Meter readings where these were provided by you manually, that you provided to your previous SEG Licensee.

We may refuse to participate in the Switching process until such information is provided to us.

- 4.3. Where you have Switched and chosen to receive SEG Payments from another SEG Licensee, we will continue to make SEG Payments to you until the Transfer Date. After the Transfer Date, the other SEG Licensee will be responsible for making SEG Payments to you.
- 4.4. Where you are also registered to receive a supply of electricity from us, we will not discriminate without objective justification between you and other parties to whom we supply electricity (including, but not limited to other generators who are eligible to participate in the Scheme) in relation to any choice you make to change electricity supplier, your prices for supply of electricity or any other charges.
- 4.5. We will fulfil our obligations under the Scheme efficiently and expeditiously, provided that we are not prevented from doing so by any act or omission by you.
- 4.6. We are not obligated to make, and will not make, SEG payments: -
- (a) For any exported electricity from installed additional capacity, where an installation has been extended such that the combined total installed capacity (TIC) exceeds 5MW (or 50kW for micro-combined heat and power (microCHP)); and/or

- (b) Where an AD Installation has not notified us of their AD Reporting Start Date or where you are unable to provide confirmation from the Authority that you have met their ongoing reporting obligations.

5. PRICES AND PAYMENT

- 5.1. The price paid to you under your Export Tariff may be subject to change but will at all times remain above zero. You can view the current price of your Export Tariff on our website. We shall send you a Communication in advance of any downward price change in your Export Tariff and a payment statement will be issued to you at approximately the same time as the relevant SEG Payment is made.
- 5.5. Failure to provide readings in accordance with Clauses 3 and 6 will result in non-payment of the SEG Payments for the corresponding period. In the event of this happening, you will receive your SEG Payments by the end of the calendar month immediately following the period in which your Export Meter Readings are provided to us.
- 5.7. We reserve the right to reduce, withhold or recoup SEG Payments if we have good reason to believe that a SEG Payment should not have been made.
- 5.8. We reserve the right to suspend SEG Payments if we suspect that an error has been made. If, after investigation, we determine that no error has been made or is corrected, then we shall resume making SEG Payments to you.
- 5.9. All amounts payable in accordance with this Agreement are exclusive of Value Added Tax and, if applicable, we shall pay you the appropriate Value Added Tax. VAT will only be paid if the VAT number has been populated as part of your Application or from the point of being notified to us if after Application submission.

6. METER READINGS, ACCESS AND OWNERSHIP

- 6.1. You agree to submit accurate readings for your Export Meter (with supporting photograph of your total/cumulative export rate when asked)
 - (a) At half-hourly intervals in relation to the exported electricity volumes for which you seek payment;
 - (b) On the date of completion of any Extension or variation of the Eligible Installation;
 - (c) Upon expiry or termination of the Agreement, howsoever arising; or
 - (d) At any other time, upon our reasonable request.
- 6.2. Ownership and risk in the Eligible Installation and Export Meter, if applicable, shall remain with you and it is your responsibility to ensure that both comply with all required standards and that you maintain, repair and/or replace equipment as required to ensure the proper functioning of the Eligible Installation and Export Meter.
- 6.3. If either you or we dispute the accuracy of an Export Meter Reading and functioning of an Export Meter, arrangements shall be made for that Export Meter to be inspected

and tested. If the Export Meter is found to be operating within the required limits of accuracy, the cost of inspection and testing that Export Meter will be borne by whoever initiated the dispute. If the Export Meter is found not to be operating within the required limits of accuracy, the cost of inspection and testing will be borne by the non-disputing party. If arrangements cannot be made for the Export Meter to be inspected and tested within a reasonable timeframe from the date when the accuracy of such reading and functioning of the Export Meter was first disputed, we shall have the unilateral right to terminate this Agreement at our sole discretion.

- 6.4. In the event that we have a dispute in relation to any Export Meter Reading which you have provided to us or any amount owing to you, you agree that we shall have the right to attend at the location of the Eligible Installation in order to carry out our own readings from your Export Meter and you shall take all reasonable steps to assist us in carrying out our own readings. If the dispute is upheld in our favour, any SEG Payments shall be adjusted to reflect the actual amount owing (if any) and, in the event that we have made an overpayment to you, you will refund the overpayment to us or we may deduct it from any future SEG Payments. If you do not take all reasonable steps to assist us in carrying out our own readings or if we are obstructed from carrying out our own readings within a reasonable timeframe from the date when the accuracy of the reading and functioning of the Export Meter was first disputed, we shall have the unilateral right to terminate this Agreement at our sole discretion.
- 6.5. We are not required to accept a request for SEG payments until the Export Meter Readings required to calculate the SEG payments have been provided to us. Where you choose to provide us with Export Meter Readings by utilising a Smart Meter or AMR, we will take Export Meter Readings every day unless you have told us that you want us to take the readings at a different frequency. If we are unable to access Export Meter Readings from your Smart Meter or Advanced Meter, manual readings must be provided by you. If you are unable to provide manual readings, SEG payments will not be made for the relevant period for which readings were not provided.

7. COMPLAINTS

- 7.1. If you have a question, comment or complaint relative to the Agreement or the Scheme, please contact us as soon as possible to discuss it.
- 7.2. If we are unable to resolve your complaint, we shall comply with the Complaints Procedure, as may be varied from time to time. The Complaints Procedure includes internal escalation and concludes with the option of an independent Ombudsman service. Full details of the Complaints Procedure can be found on our website.

8. TERMINATION AND CONSEQUENCES OF TERMINATION

- 8.1. The Agreement will automatically terminate:
- (a) Where you elect to receive SEG payments from another SEG Licensee;
 - (b) Where you have carried out a variation to your Eligible Installation that you have not informed us of

- (c) If there is a change of ownership of the Eligible Installation and no completed Change of Ownership Form has been received by us; or
 - (d) Upon your death
- 8.2. We shall be entitled to terminate this Agreement immediately on giving you written notice of the same if:
- (a) You are in material breach of any of your obligations under the Agreement and, if the breach is capable of remedy, it has continued unremedied for a period of twenty-eight (28) days after we have given you notice specifying the breach and requiring the same to be remedied;
 - (b) You are a non-domestic party and you have a liquidator, receiver or an administrative receiver appointed over the whole or any part of your undertaking or assets or you pass a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect, or if the you shall become subject to an administration order or enter into any voluntary arrangement with your creditors;
 - (c) The Authority or the Secretary of State has revoked our Licence;
 - (d) We or the Authority (or any person authorised by us or the Authority) cannot gain safe, full and free unobstructed access to the Export Meter or Eligible Installation
- 8.3. You shall be entitled to terminate this Agreement at any time by giving us twenty-eight (28) days prior written notice, unless otherwise agreed.
- 8.4. The expiry or termination of the Agreement, howsoever caused, shall not affect any of your or our rights, remedies or obligations which may have accrued before or as a result of the ending of the Agreement and shall not affect any of your or our rights, remedies or obligations which either expressly or by implication in the Agreement are stated to continue after the ending of the Agreement.
- 8.5. On termination of this Contract under clause 8.2(a) above, we shall provide you with a fully itemised and costed list of all reasonable costs incurred as a direct result of the termination of the Agreement and you agree to pay us these costs within thirty (30) days of the date of termination.

9. LIABILITY

- 9.1. If we fail to comply with any term of the Agreement, or are negligent, you may be entitled to recover compensation from us for any loss or damage you have suffered. However, we will not be required to compensate you:
- (a) If you are a domestic or non-domestic party, for loss or damage caused by anything beyond our reasonable control, or for any loss or damage which is consequential, indirect or financial; and
 - (b) If you are a non-domestic party, for loss of profits, wasted expenditure, revenues, interest, business, goodwill or commercial, market or economic opportunity, whether direct or indirect and whether or not foreseeable, 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. For the avoidance of doubt, 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.

- 9.2. Nothing in this clause 9 shall limit or exclude our liability for personal injury, negligence or for any other matter which cannot be limited or excluded by law.
- 9.3. The provisions of this clause 9 shall survive the expiry or termination of this Agreement, howsoever arising.

10. NOTICES

- 10.1. All notices required to be given by one party to the other shall be deemed sufficiently given when in writing and sent by prepaid registered mail, email or hand delivered to the other party's address detailed in this Agreement or such other address or email address as either party notifies to the other.
- 10.2. Notices sent in accordance with Clause 10.1 shall be deemed to have been received:
- (a) If delivered personally, when left at the appropriate address;
 - (b) Three (3) Business Days after mailing if forwarded by mail; and
 - (c) If sent by email, only when actually delivered to the recipient's server, in readable form and provided no error message is received by the sender. Any email sent by you to us must be sent to (SEG@scottishpower.com) or such other email address as we may notify you of from time to time.

11. USE OF PERSONAL INFORMATION

- 11.1. Information you provide to us or our agents or contractors or we otherwise hold (whether or not under the Agreement) which constitutes personal data within the meaning of the relevant data protection laws in the United Kingdom 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:
- (a) To identify you when you make enquiries or to contact you though mail, telephone or other electronic means;
 - (b) To help administer any accounts or services you take from us, to analyse your exports and to further develop export tariffs in the future;
 - (c) To help us, other companies in our group of companies, our agents and/or our contractors to detect fraud or loss;
 - (d) To facilitate the Switching process under the Scheme;
 - (e) And/or the Authority, for the purposes of administering, reporting and auditing the Scheme, and for all purposes reasonably ancillary to any of those purposes.
- 11.2. We will use and protect your information in line with our responsibilities under data-protection laws. Our privacy information notice provided at

<https://www.scottishpower.co.uk/legal/privacy-policy> describes how we will use and protect your information.

- 11.3. 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, to protect our rights under this Agreement and for training purposes.
- 11.4. After you provide us with your Application, we may check the following records relating to you and others (see 11.4 below):
 - (a) Our own, including records held by us relative to any supply of energy by us to you;
 - (b) Records held in relation to MCS;
 - (c) Records held by the Authority;
 - (d) The Central Register; and
 - (e) Records held by Credit Reference Agencies ('CRAs'), Fraud Prevention Agencies ('FPAs') and other third parties. Such checks may be used for assessing applications, verifying identity to prevent crime and money laundering. we may also make periodic searches at CRAs and FPAs to manage the Agreement.
- 11.5. 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.
- 11.6. 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.

12. ASSIGNMENT

- 12.1. We may assign and transfer any or all of our rights and obligations under and in terms of the Agreement (including any monies payable to us) to another party provided they have obtained all the licences and approvals from the Authority or other regulatory authorities necessary for them to operate under the Scheme. 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.

13. EXTENSIONS AND REDUCTIONS

- 13.1. You confirm that you will notify us immediately of any Extension or Reduction to your Eligible Installation.
- 13.2. You can install additional capacity to an Eligible Installation. However, if you install additional capacity using the same source of eligible low-carbon energy it will at all times be at our discretion whether we make any SEG Payments.
- 13.3. Where you add capacity to an existing SEG installation that uses a different source of eligible low-carbon energy, this shall be treated as a separate Eligible Installation. You will not be paid for this unless you submit a separate application and have the ability to measure the export from each separately.

14. PUBLICITY AND MARKETING

- 14.1. You shall not make any public announcement or issue any public circular (including a media or press release) relating to the Agreement without our prior written approval, except where any disclosure is required by any legal, accounting or regulatory authority.

15. GENERAL

- 15.1. So long as events or circumstances outside our or your reasonable control prevent either us or you from complying with any of our or your respective obligations under the Agreement, other than with respect to payment, we or you, as the case may be, will be excused for such failure.
- 15.2. The performance by us of obligations under the Licence or in accordance with the Scheme and the SEG Order will not constitute breach of any provision of the Agreement.
- 15.3. We shall have the right to vary or amend any term of the Agreement, including without limitation because of any change of law, Licence, agreement or code or any guidance issued by the Authority, by providing notice to you of that variation or amendment. If you are unwilling to accept any such variation or amendment, you must notify us within thirty (30) days of us informing you of the variation or amendment and this Agreement shall terminate on the date of receipt of such notice.
- 15.4. Both you and we acknowledge and confirm that neither of us has entered into the Agreement in reliance upon any representation or warranty or other undertaking not fully reflected in the Agreement, save for any fraudulent misrepresentation.
- 15.5. Nothing in the Agreement shall create or be deemed to create a partnership or joint venture between you and us and, save as expressly set out in the Agreement, neither you nor we shall have any authority to act on behalf of or otherwise to legally bind the other in any way.
- 15.6. If any provision of the Agreement is held to be invalid or unenforceable, in whole or in part, that provision or part shall to that extent be deemed not to form part of the Agreement. However, the validity and enforceability of the remainder of the Agreement shall not be affected.
- 15.7. 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.
- 15.8. The Agreement shall be construed and implemented in accordance with the laws of England and Wales if the Eligible Installation is in England or Wales and in accordance with Scots law if the Eligible Installation is in Scotland.
- 15.9. We may promptly vary these Conditions to reflect changes in any law, regulation or regulatory guidance documents.