



SCOTTISHPOWER

Electricity General Terms & Conditions

For Business Customers (Large I&C Version)

SCOTTISHPOWER ELECTRICITY GENERAL TERMS AND CONDITIONS FOR BUSINESS CUSTOMERS (LARGE I&C VERSION)

March 2022

Please Note:

- The charges due pursuant to acceptance of these terms may be increased in accordance with these General Conditions including, without limitation, in circumstances where costs (either in connection with the supply of energy or other non-energy costs) have increased from the date of contract or where the cost of supply to you is no longer commercially viable to us. Please also note that the charges due may also include pass-through costs, the value of which may vary or increase due to costs that are not known at date of contract. **Please note that any such revision or increase to costs payable may be back-dated.** Further details of our ability to vary the charges and the breakdown of sums payable by you can be found in General Condition 4 of these General Conditions. Any agreement formed between you and us will incorporate these General Conditions (including without limitation, General Condition 4).
- **Pursuant to these General Conditions, we may terminate any agreement formed between you and us at any time and for any reason upon providing you with notice of the same.** In addition we may also terminate any agreement where our cost of supply has increased significantly due to circumstances beyond our reasonable control or we determine that continuing the agreement is no longer commercially viable to us. Without affecting any of our other rights to terminate pursuant to these General Conditions, General Condition 11 contains further details regarding our rights of termination. Any agreement formed between you and us will incorporate these General Conditions (including without limitation, General Condition 11).

1. MEANINGS

1.1. In the **Agreement**:

- 1.1.1. a reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.1.2. a reference to a **Party** to the Agreement includes its personal representatives, successors or permitted assigns;
- 1.1.3. a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 1.1.4. any phrase introduced by the terms including, include, in particular or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms; and
- 1.1.5. headings are provided for information only and will not affect the interpretation of any provision.

1.2. In the **Agreement**, any reference to a "**General Condition**" will mean a condition of these **General Conditions**, unless expressly stated otherwise.

1.3. Unless the context requires otherwise, the following meanings apply in the

Agreement:

"**Act**" means the Electricity Act 1989;

"**Affiliate**" means, in relation to a **Party**, any holding company or subsidiary of that **Party**, and/or any subsidiary undertaking of a holding company of that **Party**, in each case within the meaning of the Companies Act 2006;

"**Agreement**" means the agreement between **us** and **you** to which these **General Conditions** are appended or are referred to or incorporated by reference, including the terms of that agreement and all of the **Schedules** (each as amended in accordance with these **General Conditions** from time to time). For the avoidance of any doubt, the **Agreement** may take the form of an offer that has been issued by **us** and accepted by **you**, or an agreement that has been signed by both **you** and **us**;

"**AMR Meter**" an advanced meter reading **Meter**, or any other form of smart **Meter**, which **we** have an obligation to install under or pursuant to any **Law** or **Industry Document**;

"**Authorised Capacity**" (expressed in kVA or kW) means, in respect of each **Connection Point**, the maximum amount (expressed in kVA or kW) of kVA or kW which **you** are entitled to take through that **Connection Point** (as declared from time to time by the **Distributor**);

"**Authority**" means, as applicable, the Gas and Electricity Markets Authority and/or the Office of Gas and Electricity Markets and their respective statutory successors;

"**Base Rate**" means the base lending

rate of The Royal Bank of Scotland plc (or if such rate no longer exists or is no longer quoted in the public domain, at such other reasonably equivalent rate to be decided upon by **us**) for the time being, provided that if that rate falls below 4%, the Base Rate will be 4%;

“**BSC**” or “**Balancing and Settlement Code**” has the meaning given to that expression in the **Transmission Licence**;

“**BSC Company**” has the meaning given to that expression in the **BSC**;

“**Business Day**” means a day (other than a Saturday and Sunday) on which banks are open for general business in both London and Edinburgh;

“**Connected**” or “**Connection**” means the installation of the **Connection Equipment** in such a way that the relevant **Premises** may receive a supply of electricity through the **Distributor’s System**;

“**Connection Agreement**” means an agreement in terms of which **you** (or, where applicable, the relevant **Related Party**) have the right for **Your Installation** to be and to remain **Connected** to the **Distributor’s System** upon the terms and conditions of that agreement;

“**Connection Equipment**” means that part of the **Distributor’s Equipment** situated on the relevant **Premises**, which has been provided and installed by the **Distributor** for the purposes of providing a **Connection** at the **Connection Point(s)** for the relevant **Premises**;

“**Connection Point(s)**” means, in respect of the relevant **Premises**,

the point(s) at which those **Premises** are connected to the **Distributor’s System**;

“**Contract Date**” means the earlier of (i) the date on which the **Agreement** was signed by **you** and accepted by **us** and (ii) the **Provisional Supply Commencement Date**;

“**Contract Details**” means the details of the **Initial Contract Term**, the value of the **Rates** that are payable by **you**, the **Premises** that are to be **Supplied** by **us** and any other relevant provisions/details that are specifically applicable to the **Agreement**, each as set out in the terms of the **Agreement** and/or in the **Schedule** (as applicable);

“**CRAs**” has the meaning given to it in **General Condition 16.4**;

“**CUSC**” or “**Connection and Use of System Code**” has the meaning given to that expression in the **Transmission Licence**;

“**Data Aggregator**” means a person appointed to carry out the aggregation of metering data received from the **Data Collector**;

“**Data Collector**” means a person appointed to provide data retrieval and/or data processing services;

“**Data Protection Laws**” has the meaning given to that expression in **General Condition 16.2**;

“**De-energise**” or “**De-energisation**” means the taking of any step whereby no electrical current can flow through a **Connection Point**;

“**Disconnect**” means the permanent electrical disconnection of all or any

of the **Connection Equipment**;

“**Distribution Code**” has the meaning given to that expression in the **Distributor’s Licence**;

“**Distributor**” means, in respect of the relevant **Premises**, the electricity distributor that operates and/or owns the electricity distribution network connected to the **Connection Point(s)** through which electricity is conveyed to such one of the **Premises**;

“**Distributor’s Equipment**” means the switchgear, metering or other equipment, lines or other parts of the **Distributor’s System** or any other property or rights of the **Distributor**;

“**Distributor’s Licence**” means the electricity distribution licence granted to the **Distributor** under the **Act**;

“**Distributor’s System**” means the system for the distribution of electricity operated and/or owned by the **Distributor**;

“**Due Date**” means, in respect of any invoice issued by **us** to **you** or request for payment of any other amounts due pursuant to this **Agreement**, 14 days (or, where different, the payment term specified in the **Contract Details** or as otherwise agreed by **us** in writing), being the number of days after the date of the relevant invoice or request for payment within which **you** are required to pay the sums due, but subject to any reduction in such period as may be made by **us** in accordance with **our** rights under **General Condition 5.3**;

“**Earliest Termination Date**” means the later of:

- (a) the date of expiry of the **Initial Contract Term**; or
- (b) if applicable, the date of expiry of the last **Negotiated Price Period** that is agreed in writing between **you** and **us** under the **Agreement**; or
- (c) if applicable, the date of expiry of the last one year period by which the **Agreement** is extended pursuant to **General Condition 11.4**;

“**Electricity Supplier**” has the meaning given to that expression in the **Licence**;

“**Employees**” means the employees, contractors, sub-contractors, consultants, officers and agents of the relevant entity;

“**Energised**” or “**Energisation**” means the taking of any step whereby an electrical current can flow through a **Connection Point**;

“**Fuel Supplier**” means a person authorised to supply mains gas and/or electricity under the Gas Act 1986, as amended, or the Electricity Act 1989, as amended;

“**Force Majeure**” means any event or circumstances beyond the reasonable control of either **us** or **you** (as the case may be), provided that lack of funds will not constitute **Force Majeure**;

“**General Conditions**” means these ScottishPower Electricity General Terms and Conditions for Business Customers (Large I & C Version);

“**Grid Code**” has the meaning given to that expression in the **Distributor’s Licence**;

“**Green Deal Bill Payer**” means **you** for so long as **you** are liable to pay for the supply of electricity to the relevant **Premises** or, where the **Agreement** has come to an end and there is no supply of electricity to the relevant **Premises**, such person as is entitled to sell the relevant **Premises** or who is a tenant under a registrable lease at the relevant **Premises**;

“**Green Deal Charges**” means a payment required to be made under a **Green Deal Plan** by a **Green Deal Bill Payer**;

“**Green Deal Plan**” means an arrangement for making energy efficiency improvements to the relevant **Premises** that meets the requirements of Section 1(3) of the Energy Act 2011;

“**Green Deal Premises**” means any **Premises** at which **Green Deal Charges** are owed to a **Green Deal Provider**;

“**Green Deal Provider**” means 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 Regulations**” means the Green Deal Framework (Disclosure, Acknowledgement, Redress, etc.) Regulations 2012;

“**Industry Documents**” means, together, our **Licence** and all other consents, permissions, authorisations, agreements to which **we** are a party and/or which are granted to **us** and/or imposed on **us** at any time or from time to time in connection with the supply of electricity by **us**, including, but not

limited to, the **BSC**, the **Distribution Code** and the **Grid Code**;

“**Industry Regulatory Body**” means any Regulatory Body whose purpose, operation or function is concerned or connected to the regulation or operation of Electricity Suppliers;

“**Insolvency Event**” means the occurrence of one or more of the following events in relation to the relevant entity:

- (a) it becomes insolvent or subject to administration; or a petition is presented or an order is made or a meeting is convened to consider a resolution, or a resolution is passed, for its liquidation, winding-up or dissolution or an administration application is made or notice of an intention to appoint an administrator is served in respect of the other (otherwise, in each case, than for the purpose of a bona fide solvent amalgamation or reconstruction);
- (b) it makes any composition, scheme or arrangement with (or assignation for the benefit of) its creditors or a voluntary arrangement is made in accordance with Part 1 of the Insolvency Act 1986;
- (c) a trustee, receiver, administrative receiver or manager is appointed over all or part of its business, property or assets;
- (d) for the purposes of Section 123 of the Insolvency Act 1986 it is deemed unable to pay its debts; and/or

- (e) if the entity is an individual or a partnership, that individual or partnership, or any of its partners, is sequestrated or becomes apparently insolvent or makes any composition, scheme or arrangement with, or grants any trust deed or any assignation for the benefit of, its creditors;

“**Initial Contract Term**” means the period specified as the Initial Contract Term in the **Contract Details** (or, where no Initial Contract Term is expressly stated in the **Contract Details**, the period in respect of which the rates of the charges are stated to apply as set out in the **Contract Details**);

“**Law**” means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives, directions or requirements of any **Regulatory Body**, delegated or subordinate legislation or notice of any **Regulatory Body**;

“**Licence**” means the electricity supply licence granted to **us** under the **Act**;

“**Master Registration Agreement**” means the agreement of that name dated 1 June 1998 entered into among **us** and the other parties named or referred to in it (as amended from time to time);

“**Maximum Demand**” (expressed in kVA or kW) means twice the number of kVAh or kWh taken through a **Connection Point** during any thirty consecutive minutes in the period in question as measured by the **Meter(s)** at that **Connection Point**;

“**Meter(s)**” means the meter(s) used to measure the kWh and kVAh and/or kVAh and/or kW and/or kVA and/or kVA demand at a **Connection Point**;

“**Metering Equipment**” has the meaning given to that expression in the **BSC**;

“**Meter Operator**” has the meaning given to the definition of “Meter Operator Agent” in the **BSC**;

“**Meter Operator Agreement**” means an agreement in terms of which the **Meter Operator** is appointed to perform the functions of the **Meter Operator** in respect of the **Metering Equipment** for a **Connection Point**;

“**Meter Technical Details**” has the meaning given to that expression in the **BSC**;

“**Mutualisation Costs**” means any costs, charges, tax, tariff, premiums or expenses levied upon us by any **Industry Regulatory Body** in connection with our business of being an **Electricity Supplier** or in connection with our **Supply**, other than actual costs which were known by us prior to the **Contract Date**;

“**National Terms of Connection**” means the agreement on the **Distributor’s** national terms of connection, reference to which is made in **General Condition 20**;

“**Negotiated Price Period**” means each period (if any) commencing after expiry of the **Initial Contract Term** which **we** and **you** agree in writing is to be a “Negotiated Price Period” for the purposes of the **Agreement**;

“**Non-Energy Costs**” means any and all other costs, fees, premiums,

forecasts, index, interest or charges (other than the wholesale cost of electricity) that are payable by or chargeable to Electricity Suppliers (in whole or in part) and which directly impact our cost of doing business and/or our cost of Supply to you;

“**Party**” means **you** or **us**, and “**Parties**” will be construed accordingly;

“**Pass-Through Charges**” means all costs, charges, expenses and other amounts (including without limitation the portion of any Mutualisation Costs or Non-Energy Costs that we attribute to **you**), that are imposed upon **us**, are incurred by **us** and/or which **we** are required to pass on to **you** in connection with the supply of electricity, other than those costs, expenses and other amounts that are expressly stated in the **Contract Details** to be included in the **Rates**;

“**Premises**” means the property or properties (as the case may be) at the address(es) listed or identified in the **Contract Details** (as such list may be amended from time to time in accordance with the **Agreement**);

“**Provisional Supply Commencement Date**” means the date that is identified as the Provisional Supply Commencement Date in the **Contract Details** (or, where no Commencement Date is expressly stated in the **Contract Details**, the date on which the rates of the charges stated in the **Contract Details** will start to apply as set out in the **Contract Details**);

“**Rates**” means the applicable rate of the charges that are payable by **you** as specified in the **Contract Details** (as such rates may be amended in

accordance with these **General Conditions**);

“**Related Party**” means (where applicable):

- (a) any of **your Affiliates**; and/or
- (b) any person connected to **you** (other than one of **your Affiliates**),

in either case that occupies (or, in the case of any unoccupied **Premises**, owns) any of the **Premises** that we have agreed to **Supply** under the **Agreement** at any time or from time to time, and the term “**Related Parties**” will be construed accordingly;

“**Registration**” means the registration of a **Connection Point** to an **Electricity Supplier** in accordance with the relevant **Industry Documents** that allows that **Electricity Supplier** to provide electricity to that **Connection Point** (and the terms “**Registered**” and “**Register**” will be construed accordingly);

“**Regulatory Body**” means any government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the **Agreement** or any of **our** affairs and/or the affairs of any of **our Affiliates** (including, but not limited to, the **Authority** and its statutory successors).

“**Regulations**” means the Electricity Safety, Quality and Continuity Regulations 2002;

“**Schedule**” means all of the appendices and/or schedules to the **Agreement** to which these **General Conditions** are appended, referred to or incorporated by reference;

“**Security Default**” means:

- (a) the occurrence of an **Insolvency Event** in relation to the issuer of any form of security that has been provided by **you** to **us** pursuant to **General Condition 6**; and/or
- (b) any actual or threatened termination, amendment, repudiation, revocation, renunciation or challenge to the validity and/or enforceability of any form of security that has been provided by **you** to **us** pursuant to **General Condition 6** by **you** and/or the issuer of such form of security;

“**slavery and human trafficking**” has the meaning given to that expression in **General Condition 18.4.1**;

“**Special Condition**” means any special condition applicable to the **Agreement** that is expressly identified as a “Special Condition” in the **Contract Details**;

“**Supplier of Last Resort**” means an **Electricity Supplier** appointed by the **Authority**;

“**Supply**” means the supply of electricity to be provided by **us** to the **Premises** at the relevant **Connection Point(s)** on and subject to the terms of the **Agreement**;

“**Supply Characteristics**” means

the supply characteristics defined within the relevant full Meter Point Administration Number (MPAN) stated in the **Contract Details** in respect of the relevant **Premises**, and up to the **Authorised Capacity** for the relevant **Premises**;

“**Supply Commencement Date**” means, in respect of the relevant **Premises**, the later of (i) the **Provisional Supply Commencement Date** applicable to those **Premises** and (ii) the date that all of the pre-conditions set out in **General Condition 2** are met in respect of the relevant **Premises**;

“**Supply Number**” has the meaning given to that expression in the **Master Registration Agreement**;

“**Time Band**” means the relevant time period (as determined by the relevant **Distributor** and the relevant metering configuration) in respect of which a particular **Rate** will be applicable, which may, for example, be a “Day” or “Night” rate for non-half-hourly **Meters**, or a “Red”, “Amber” or “Green” rate for half-hourly **Meters**;

“**Termination Date**” means, without prejudice to **General Conditions 11.8** and **11.9**, the effective date of termination set out in a **Termination Notice** that is given by **you** or **us** in accordance with the terms of the **Agreement**;

“**Termination Notice**” means a notice of termination that is served by **you** or **us** in respect of the **Agreement** and/or any particular **Premises** in accordance with the terms of the **Agreement**;

“**Transmission Licence**” means the electricity transmission licence

granted to the **Transmission System Operator** under the **Act**;

“**Transmission System Operator**” means the electricity transmission system operator that operates and/or owns the electricity transmission network connected to the **Distributor’s System**;

“**Use of System Agreements**” means such agreements as are necessary for **us** to enter into with the **Transmission System Operator**, the **Distributor** or any other owner or operator of any system (for the transmission or distribution of electricity) through which the **Supply** is delivered to any **Connection Point**, or in the absence of such an agreement an interim arrangement or agreement between **us** and the **Transmission System Operator**, the **Distributor** or such other owner or operator (as the case may be) giving **us** rights equivalent to those which **we** would enjoy under Use of System Agreements;

“**Use of System Metering Equipment**” means metering equipment suitable to provide the **Distributor** with such data as it requires for the purposes of any **Use of System Agreements**;

“**we**”, “**us**”, “**our**”, “**ScottishPower**” or “**Company**” means ScottishPower Energy Retail Limited, a company incorporated in Scotland under the Companies Act with registered number SC190287;

“**you**” or “**your**” or “**Customer**” means the person or persons identified by those expressions in the **Agreement** to which these **General Conditions** are appended, referred to or incorporated by reference; and

“**Your Installation**” any structures, equipment, lines, metering equipment, appliances or devices owned, installed or maintained by **you** (or the relevant **Related Party**) or provided for **you** (or the relevant **Related Party**) by a third party at the relevant **Premises**.

- 1.4. In the event of any conflict between the provisions of (i) the terms of the **Agreement** to which these **General Conditions** are appended or incorporated by reference, (ii) these **General Conditions** and/or (iii) the **Schedule**, the provisions of the document which appears earliest in the list in this **General Condition** 1.4 will have precedence, with the exception that where any **Special Condition(s)** are expressly set out the **Contract Details**, a **Special Condition** will prevail in the event of any conflict or inconsistency between the relevant **Special Condition** and a provision of the **General Conditions**.

2. PRE-CONDITIONS AND SUPPLY

- 2.1 The **Supply** will commence in respect of each of the **Premises** on the date when all of the pre-conditions set out below have been met in respect of the relevant **Premises**:
 - 2.1.1. **we** have been **Registered** in respect of all of the **Connection Points** at the relevant **Premises**; and
 - 2.1.2. each of the **Connection Point(s)** for the relevant **Premises** has or have been **Energised**; and
 - 2.1.3. (if a refundable deposit or other form of security is required by **us** as a pre-

condition of **us** commencing **Supply** in respect of the relevant **Premises** pursuant to **General Condition 6** **you** have provided a refundable deposit or other form of security to **us** in accordance with **General Condition 6**.

2.2. **You** will provide to **us** all information, and **you** will take such action as is required, to enable **us** to become **Registered** in respect of each of the **Premises**.

2.3. **We** will use all reasonable endeavours to become **Registered** in respect of each of the **Premises** as soon as reasonably practicable after **we** have received all of the necessary information from **you**, and after **you** have completed all of the actions required of **you**, in respect of the relevant **Premises**. **We** will have no liability to **you** where **Registration** of one or more **Connection Points** is delayed beyond the **Provisional Supply Commencement Date** as a result of **your** failure to comply with **General Condition 2.2** and/or any other circumstances beyond **our** reasonable control.

2.4. If all of the pre-conditions set out in **General Conditions 2.1.1** to **2.1.3** have not been fulfilled in respect of at least one of the **Premises** listed in the **Contract Details** within three months of the **Provisional Supply Commencement Date**, **we** may terminate the **Agreement** immediately on providing written notice to **you** (and without any liability due by **us** to **you**).

2.5. If all of the pre-conditions set out in **General Conditions 2.1.1** to **2.1.3** have not been met in respect of any one or more of the **Premises** within

three months of the **Provisional Supply Commencement Date**, then **we** may (but **we** will not be bound to) terminate the **Agreement** in respect of those **Premises** immediately on providing written notice to **you** (and without any liability due by **us** to **you**). With effect from the date of **our** notice pursuant to this **General Condition 2.5**, the relevant property or properties will be removed from the definition of **Premises** under the **Agreement**.

2.6. Without prejudice to our rights under **General Conditions 2.4** and **2.5**, in the event that, unless due solely to **our** negligence or breach of the **Agreement**, the pre-conditions set out in **General Conditions 2.1.1** to **2.1.3** have not been met in relation to any one or more of the **Premises** listed in the **Contract Details** by the date falling 3 months after the **Provisional Supply Commencement Date** ("**Delayed Premises**") and the estimated annual consumption referable to those **Delayed Premises** equates to 20% or more of the total estimated annual consumption of all **Premises**, then **we** may (acting reasonably) vary the charges and other amounts payable under the **Agreement** by giving to **you** notice of that variation and those charges and other amounts will be varied as specified in the notice from **us** with effect from the **Contract Date**.

2.7. For the avoidance of any doubt, **you** will in all circumstances be obliged to pay the charges and other amounts due to **us** in accordance with **General Condition 4** in respect of all **Premises** to which we have commenced a **Supply**, subject (if applicable) to the varied charges and other amounts that may be notified by **us** to **you** pursuant to **General Condition 2.6**.

3. YOUR RIGHTS AND OBLIGATIONS

- 3.1. We will provide the **Supply** in respect of each of the **Premises**, subject to and in accordance with the terms of the **Agreement**.
- 3.2. We agree that, subject to the terms of the **Agreement**, our **Licence** entitles **us** to supply electricity to each of the **Premises**.
- 3.3. It is **your** responsibility to check and take into consideration any other electricity supply contract(s) (if any) relating to each of the **Premises** and **you** will arrange for any termination of such contract(s) and take such other steps as may be required in order to allow **us** to become **Registered** and to commence the **Supply** in respect of each of the **Premises**. We will not have any liability of any kind whatsoever to **you** and/or any other party arising from or in connection with **your** other electricity supply contract(s).
- 3.4. Subject to **your** rights under **General Condition 7**, **you** undertake throughout the term of the **Agreement** not to do or omit to do anything which may cause or result in an **Electricity Supplier** other than **us** becoming **Registered** in respect of any one or more of the **Premises**.
- 3.5. If it is proposed that an **Electricity Supplier** other than **us** will become **Registered** in respect of any **Premises** (other than pursuant to the exercise of **your** rights in accordance with **General Condition 7**), **we** will be entitled to object to such an **Electricity Supplier** seeking to obtain **Registration** where:
- 3.5.1. any outstanding payments, charges or other amounts (whether disputed or undisputed) are due by **you** under the **Agreement** (including, but not limited to, any **Green Deal Charges** which are due to **us** and have been demanded);
- 3.5.2. another **Electricity Supplier** attempts to **Register** the relevant **Connection Point(s)** and/or **Premises** in error;
- 3.5.3. the proposed **Registration** by another **Electricity Supplier** would be in breach of any **Laws** and/or **Industry Documents**;
- 3.5.4. the proposed **Registration** would become effective prior to the **Earliest Termination Date**; and/or
- 3.5.5. **we** are otherwise entitled to do so in accordance with the relevant **Industry Documents**.
- 3.6. **You** undertake not to do or omit to do anything which may cause or result in **us** or **you** being in breach of or failing to comply with, or observe, any of the provisions of any **Laws** and/or **Industry Documents** applicable to **us** or **you** respectively.
- 3.7. Throughout the duration of the **Agreement**, **you** will notify **us** of the occurrence of any of the following events or circumstances:
- (a) any change to the details of **your** reasonable requirements in respect of health and safety and site security in relation to the rights of access to the **Premises** referred to in **General Condition 9**;

- (b) any material change in **your** pattern of electricity use;
 - (c) if the **Distributor De-energises** or **Disconnects** any **Connection Point**;
 - (d) if the **Distributor** reduces or requires a reduction or increase or allows an increase in the **Authorised Capacity** of any **Connection Point**;
 - (e) if the **Connection Agreement** in respect of any **Connection Point** is amended or terminated by the **Distributor** or otherwise changes, terminates or expires;
 - (f) any **Force Majeure** occurring so as to relieve the **Distributor** or **you** of any or all of its or **your** respective obligations in respect of any **Connection Point**;
 - (g) a change to the **Meter Technical Details** for any **Metering Equipment** (including any communications link) at least 20 **Business Days** prior to such change taking effect; and/or
 - (h) termination of the **Meter Operator Agreement** in respect of the **Metering Equipment** for any **Connection Point** (including details of the contact name and telephone and e-mail address for the new **Meter Operator**).
- 3.8. Any notice that is required to be served by **you** pursuant to **General Condition 3.7** must:
- 3.8.1. contain reasonable details of the relevant event(s) or circumstance(s); and
 - 3.8.2. (except in the case of the event referred to in **General Condition 3.7(g)**) be provided as soon as reasonably practicable after **you** become aware of the occurrence of the relevant event or circumstances.
- 3.9. In addition to **your** obligations under **General Conditions 3.7** and **3.8**, if **you** have the potential to consume 600 GWh or greater per annum at any single **Connection Point(s)**, **you** must notify **us** as soon as possible after the **Contract Date** (or as soon as possible after **you** become aware of such potential consumption at any other time during the term of the **Agreement**). If **you** have notified **us** pursuant to this **General Condition 3.9** or (in the absence of such notice) **we** have reasonable grounds to consider that **you** should have notified **us**, **you** will provide **us** with such information as **we** may require in respect of **your** potential consumption at any **Connection Point(s)**.

4. THE CHARGES

- 4.1. **You will pay to us:**
 - 4.1.1. the charges for the **Supply** of electricity to the **Premises**, as calculated by **us** in accordance with the applicable **Rates**;
 - 4.1.2. the **Pass-Through Charges** that we attribute to **you**;
 - 4.1.3. where applicable, any **Green Deal Charges** that are due by **you** pursuant to **General**

Condition 19; and

- 4.1.4. all other costs, charges, expenses or other amounts that are due by **you** to **us** in accordance with the terms of the **Agreement**.
- 4.2. The charges set out in the **Contract Details** are stated exclusive of applicable taxes, duties and levies and **you** agree that **you** will pay to **us** all applicable taxes, duties or levies due in addition to the charges and all other amounts due under the **Agreement**.
- 4.3. The quantity of electricity supplied to each metered **Connection Point** will be measured by the **Meter(s)** for it, provided that nothing in the **Agreement** will prevent **us** from submitting to **you** an estimated account where a reading of such **Meter(s)** is not available to **us**. Where an estimated account is issued by **us** in respect of metered **Connection Points**, an appropriate adjustment (if any) will be made on the basis of the next actual reading of the **Meter(s)**.
- 4.4. **You** will reimburse **us** for all reasonable costs, expenses, charges, losses and liabilities that are suffered or properly incurred by **us** and/or our **Employees** if **you** fail to comply with **your** obligations and/or responsibilities under the **Agreement**. This will include, but not be limited to, the reasonable costs, expenses, charges, losses and/or liabilities that are suffered or properly incurred by **us** and/or **our Employees** in connection with:
- 4.4.1. recovering unpaid charges and other amounts properly due by **you**, including, but not limited to, costs of enforcement and legal and professional costs and expenses;
- 4.4.2. visiting any **Premises** because **you** have failed to comply with the terms of the **Agreement** and/or where **you** have failed to keep an agreed appointment at any **Premises**;
- 4.4.3. any attempt to **Disconnect** or re-connect the **Supply** of electricity to any of the **Premises** in connection with any act, omission or default by **you** or **your Employees**;
- 4.4.4. any **Energisation** or **De-energisation** of any **Connection Point(s)**;
- 4.4.5. the taking of an amount of power through a **Connection Point** which exceeds the **Authorised Capacity** for that **Connection Point**;
- 4.4.6. any act or omission of **you** or **your Employees** which causes (i) the termination of any of the **Use of System Agreements** and/or (ii) any liability for **us** under and/or pursuant or arising the **CUSC**; and/or
- 4.4.7. where all of the pre-conditions set out in **General Condition 2.1** have not been met in respect of any **Premises** within three months of the relevant **Provisional Supply Commencement Date**, any steps that we take to assist **you** in meeting those pre-conditions.

4.5. On any occasion that **we** exercise **our** rights to extend the **Agreement** for a further period of one year under **General Condition 11.4**, **we** will be entitled to vary all or any of the **Rates**, the **Pass-Through Charges** and other amounts payable by **you** under the **Agreement** during any such extension period on providing notice to **you**. **We** will be entitled to charge **you** such amount as **we** may determine in respect of any **Supply** that is provided by **us** to any **Premises** during any such extension period. For the avoidance of any doubt, and unless **we** expressly state otherwise in any notice that is given by **us** under this **General Condition 4.5**, **you** will also continue to be obliged to pay the **Pass-Through Charges** and all other amounts that are due by **you** under the **Agreement** in connection with any **Supply** that is provided by **us** to any **Premises** during any such extension period.

4.6. In addition to **our** other rights under the **Agreement**, **we** will be entitled but will not be obliged to vary the charges (including any Rates) and other amounts payable by **you** under the **Agreement** at any time on providing written notice to **you** in the event that:

4.6.1. **we** become aware that any of the information supplied by **you** to **us** and which **we** use for preparing prices, charges and/or for providing the **Supply** is untrue, incomplete or inaccurate; and/or

4.6.2. there is (i) a change to any existing **Law** or a new **Law** is introduced, (ii) a change to any existing **Industry Document** and/or a new

Industry Document is introduced and/or (iii) a new direction and/or requirement of any **Regulatory Body**, in each case which results in an increase in **our** costs of providing the **Supply** to the **Premises** and/or **our** costs of complying with **our** obligations under the **Agreement**; and/or

4.6.3. there is a change made to any **Time Band** at any time or from time to time; and/or

4.6.4. there is or has been, in **our** opinion, a significant increase in the **Non-Energy Costs** to which **we**, as an **Electricity Supplier**, are subject and which were known, forecasted or otherwise anticipated by **us** at the time the charges (and any **Rates**) were agreed pursuant to this **Agreement**; and/or

4.6.5. following the **Contract Date**, there is or has been a change beyond **our** reasonable control or foresight which significantly increases the cost of **Supply** to **you** (including without limitation the wholesale cost of energy, operation or maintenance of **Meters** or **Meter Equipment** or costs associated with **Distributors**); and/or

4.6.6. **we** determine, at **our** complete discretion, that the cost of **Supply** to you exceeds the agreed **Rates**; and/or the **Agreement** is no longer commercially viable to us.

4.7. Any variation to the charges that is made by **us** pursuant to **General Condition 4.5** or **General Condition 4.6** will be effective from the date stated in our notice to **you**.

4.8. The **Parties** agree that:

4.8.1. prior to the **Earliest Termination Date**, **we** will use reasonable endeavours to reconcile the **Pass-Through Charges** invoiced to **you** (in accordance with **our** standard reconciliation arrangements for the relevant type of **Pass-Through Charges** from time to time) using the relevant published actual information available to us at the time of the reconciliation;

4.8.2. where any **Pass-Through Charges** invoiced by **us** to **you** have been estimated by **us** and/or have been calculated by **us** using information available to **us** at the time of invoicing and/or at the time of any reconciliation pursuant to **General Condition 4.8.1**, **we** reserve the right (at our sole discretion) to conduct subsequently reconciliations of the amount of those **Pass-Through Charges** (in accordance with **our** standard reconciliation arrangements for the relevant type of **Pass-Through Charges** from time to time) when the relevant actual and/or published information is available to **us**; and

4.8.3. where **we** conduct any reconciliation pursuant to **General Condition 4.8.1** and/or 4.8.2 (whether before

or after the term of the **Agreement**), an appropriate adjustment to the **Pass-Through Charges** payable by **you** will (where applicable) be made by **us** in subsequent invoice(s) that will be issued by **us** (and, where applicable, paid by **you**) in accordance with the terms of the **Agreement**.

4.9. The **Parties** agree that, without prejudice to **General Condition 4.6** or **4.7**, in circumstances where a variation to the charges is made pursuant to **General Condition's 4.6.4 to 4.6.6** (inclusive):

4.9.1. **we** will use reasonable endeavours to reconcile any variation to the charges as soon as reasonably practicable using the most relevant actual information available to us at the time of the reconciliation; and

4.9.2. where reconciliation (pursuant to **General Condition 4.9.1**) is only conducted after expiry of the **Earliest Termination Date** or the term of the **Agreement**, an appropriate adjustment to the charges (attributable to the increased costs) will be made by **us** in subsequent invoice(s) that will be issued by **us** and paid by **you** in accordance with the terms of the **Agreement**.

5. INVOICING AND PAYMENT

5.1. Unless expressly stated to the contrary in the **Contract Details**, **we** will issue invoices to **you** for the charges and other amounts due by **you** under the

Agreement at such frequency as **we** may reasonable determine.

5.2. **You** will pay each invoice issued by **us** under the **Agreement** in full by the method specified in the **Contract Details** (or, if no such method is specifically identified in the **Contract Details**, by direct debit) on or before the **Due Date** for such invoice.

5.3. In the event that any of the events or circumstances set out in **General Conditions** 6.3.1 and/or 6.3.2 occurs, then, without prejudice to **our** other rights and remedies under the **Agreement**, **we** will be entitled to reduce (at our discretion and for such period as **we** (acting reasonably) may determine) the **Due Date** for payment of all subsequent invoices that are issued by **us** pursuant to the **Agreement**.

5.4. If all or part of any invoice remains unpaid after the **Due Date**, **we** can charge **you** interest on the unpaid invoice from the **Due Date** at the annual rate of 4% above the Base Rate until **you** have paid the relevant amount (and such accrued interest) in full. Interest will be calculated on a daily basis on the daily balance due and unpaid.

5.5. All payments due by **you** to **us** under the **Agreement** must be made by **you** without any deduction, withholding or set-off whatsoever.

5.6. If at any time **you** purport to pay to **us** "in full and final settlement" of any sums due under the **Agreement** an amount which is less than the actual amount due, if **we** accept such payment that does not mean that **we** agree to that payment being in full and final settlement of the amount due. **You** agree that:

(a) **we** can retain such payment as part-payment towards the amount due (without any requirement for **us** to notify **you** of **our** rejection of that part-payment as full and final settlement of the amount due); and

(b) **our** retention of such payment will not prevent **us** recovering from **you** the amount due which **we** consider remains to be paid.

5.7. For the avoidance of doubt, **your** obligations to pay to **us** any costs, charges, expenses or liabilities that are due to **us** under and/or pursuant to the **Agreement** will survive termination or expiry of the **Agreement**.

5.8. In the event that **you** have any queries in relation to any invoice issued by **us** under the **Agreement**, **you** must notify **us** in writing within 14 days of the date of the relevant invoice. **You** and **we** will then use reasonable endeavours (both acting in good faith) to resolve any queries as soon as reasonably practicable after **we** receive a notice from **you** pursuant to this **General Condition** 5.8. For the avoidance of any doubt, any queries raised by **you** in connection with an invoice issued by **us** under the **Agreement** will not prejudice **your** obligation to pay the relevant invoice in full and by the **Due Date**.

5.9. **You** agree that a certificate signed by any of **our** managers or officers as to the amount or nature of the sums due by **you** to **us** under the **Agreement** will, in the absence of manifest error, be conclusive and binding on **you**.

6. REFUNDABLE DEPOSITS

AND OTHER SECURITY

- 6.1. Where a refundable deposit or other form of security is required by **us** as a condition of **us** starting to provide the **Supply** at any **Premises**, the details of **our** requirements for such a refundable deposit or other form of security:
- 6.1.1. will, in respect of the **Premises** that are in scope of the **Agreement** as at the **Contract Date**, be notified by **us** to **you** in advance of the **Provisional Supply Commencement Date**; or
- 6.1.2. will, in respect of any new **Premises** that are proposed to be added to the scope of the **Agreement** after the **Contract Date**, be advised by **us** to **you** as part of the procedure for the addition of new **Premises** set out in **General Condition** 7.1.
- 6.2. **We** will not be obliged to start to provide the **Supply** to the relevant **Premises** unless and until **you** pay the refundable deposit or provide the relevant other form of security to **us** in accordance with **our** requirements. If **we** do start to provide the **Supply** to the relevant **Premises** before **you** pay the required refundable deposit or provide the relevant other form of security to **us**, and **you** do not provide the required refundable deposit or other form of security within ten **Business Days** of the relevant **Supply Commencement Date**, **you** acknowledge that **we** will be entitled to terminate the **Agreement** with immediate effect on providing notice to **you**.
- 6.3. **We** will be entitled (acting reasonably)
- to require **you** to pay a refundable deposit or provide another form of security (for example a parent company guarantee, performance bond, letter of credit and/or escrow accounts/arrangements) to **us** at any time (or from time to time) after **we** commence the **Supply** to any **Premises** if:
- 6.3.1. **you** fail to pay any charges or other amounts due by **you** to **us** in full and by the relevant **Due Date**; and/or
- 6.3.2. in the event that **we** become aware of a substantial deterioration in **your** financial position and/or credit rating (when compared against the position and/or rating that existed at the **Contract Date**).
- 6.4. Where **we** require a refundable deposit or other form of security pursuant to **General Condition** 6.3:
- 6.4.1. **we** will notify **you** in writing;
- 6.4.2. **you** and **we** will (both acting reasonably and in good faith) seek to agree the details of the refundable deposit that **you** will pay to **us** or the other form of security that **you** will provide to **us**;
- 6.4.3. if **you** and **we** are unable to reach agreement pursuant to **General Condition** 6.4.2 within five **Business Days** of **our** notice pursuant to **General Condition** 6.4.1, **we** will be entitled to require **you** to pay a refundable deposit in such amount as **we** (acting reasonably) may notify to **you** in writing; and

6.4.4. **you** will pay the required refundable deposit or provide the agreed other form of security to **us** within five **Business Days** of (i) **we** and **you** reaching agreement pursuant to **General Condition** 6.4.2 or (ii) the date of **our** notice pursuant to **General Condition** 6.4.3 (as applicable).

6.5. If at any time (or from time to time):

6.5.1. a **Security Default** occurs in respect of any form of security that has been provided by **you**; and/or

6.5.2. any deposit or other form of security previously paid or provided by **you** is used by **us** to pay any charges or other amounts **you** owe to **us** under the **Agreement**,

you will pay to **us** a further refundable deposit (for such amount as **we** may reasonably require) within five **Business Days** of **our** written request to **you**.

6.6. **We** will hold, and (if applicable) repay, any refundable deposit in the way explained in **our** request to **you**. However, in all circumstances, **we** are entitled to use **your** refundable deposit, including any interest, to pay any charges or other amounts **you** owe to **us** under the **Agreement** (including, but not limited to, under **General Condition** 4).

6.7. If **you** do not pay a refundable deposit or provide another form of security to **us** in accordance with the timescales and/or requirements set out in or notified pursuant to this **General Condition** 6, then (in addition to

our other rights and remedies under the **Agreement**) **we** will be entitled to terminate the **Agreement** with immediate effect on providing notice to **you**.

7. ADDITION AND WITHDRAWAL OF PREMISES

7.1. If, at any time after the **Contract Date**, **you** wish to incorporate any one or more additional properties into the **Agreement**, **you** will notify **us** in writing. The relevant additional property or properties will be incorporated into the **Agreement** if and to the extent agreed between **you** and **us** in writing (and subject to any amendments to the charges and/or other provisions of the **Agreement** as may be agreed between **you** and **us** in writing in connection with the incorporation of the additional property or properties). **We** will not be obliged to commence the **Supply** to any additional property unless and until the pre-conditions set out in **General Conditions** 2.1.1 to 2.1.3 have been satisfied in respect of the relevant property.

7.2. If, at any time after the **Contract Date**, **you** (or where applicable, any **Related Party**) are going to cease to own or occupy all or any of the **Premises**:

7.2.1. **you** will give **us** at least 28 days' written notice prior to ceasing to own or occupy the relevant **Premises**, which notice must be in such form as **we** may specify from time to time and will, as a minimum, include details of: (i) the date **you** (or the relevant **Related Party**) are so ceasing to own or occupy the **Premises** and (ii) the name and contact details

of the future owner and/or occupier of the relevant **Premises**; and

7.2.2. on the date that **you** (or the relevant **Related Party**) cease to own or occupy the relevant **Premises**, **you** will take and provide to **us** a final meter reading for the **Meter(s)** at the **Premises**.

7.3. If **you** give **us** notice in accordance with **General Condition 7.2**, **we** will (acting reasonably) either:

7.3.1. accept such notice and agree to withdraw the relevant **Premises** from the **Agreement**; or

7.3.2. ask **you** to provide to **us** proof of the relevant change.

7.4. If **we** ask **you** to provide proof pursuant to **General Condition 7.3.2** and:

7.4.1. **we** (acting reasonably) consider that such proof is reasonable proof of such change, **we** will agree to withdraw the relevant **Premises** from the **Agreement**; or

7.4.2. if **you** do not provide such proof, or **we** (acting reasonably) consider that such proof is not reasonable proof of such change, **we** will refuse to withdraw the relevant **Premises** from the **Agreement** unless and until **you** provide proof that is satisfactory to **us** (acting reasonably).

7.5. If **you** have not given **us** notice of **you** (or the relevant **Related Party**)

ceasing to own and/or occupy any **Premises** in accordance with **General Condition 7.2**, but a new owner and/or occupier of any **Premises** informs **us** that **you** (or the relevant **Related Party**) have ceased to own and/or occupy the relevant **Premises**, then (provided that **we** accept that that is the case and subject to **General Condition 7.6**) the relevant **Premises** will be deemed to have been withdrawn from the **Agreement** from the date that the new owner and/or occupier advises **us** that they took ownership or occupation of the relevant **Premises**. If the new owner and/or occupier provides a starting meter reading for the **Meter(s)** at the relevant **Premises**, **we** will use that meter reading as the final meter reading in respect of the relevant **Meter(s)** at those **Premises**.

7.6. In the event that **we** accept the withdrawal of any **Premises** from the **Agreement** pursuant to **General Condition 7.3** or **General Condition 7.4**, or any **Premises** are deemed to have been withdrawn from the **Agreement** pursuant to **General Condition 7.5**, the relevant **Premises** will only be withdrawn from the **Agreement** with effect from the date that one of the following events occurs in respect of the relevant **Premises**:

7.6.1. another **Electricity Supplier** has become **Registered** in respect of the relevant **Premises**; or

7.6.2. **we** commence a supply of electricity to the relevant **Premises** under a new contract with the new owner or occupier; or

7.6.3. **we** **Disconnect** the **Supply** to

the relevant **Premises**.

You will remain fully responsible and liable for complying with the terms of the **Agreement** in relation to the **Supply** to the relevant **Premises** (including, without limitation, for paying all of the charges and all other amounts due in accordance with the **Agreement**) and the **Agreement** will continue to apply in respect of the relevant **Premises** unless and until one of the events referred to in **General Condition** 7.6.1 to 7.6.3 occurs in respect of the relevant **Premises**.

7.7. Where the charges and/or other amounts payable under the **Agreement** are based on the aggregated consumption profile of all of the **Premises**, **we** may (acting reasonably) vary the prices, charges and/or provisions payable under the **Agreement** on giving **you** notice of that variation and those charges and/or other amounts will be varied as specified in the notice from **us** with effect from the date that any **Premises** are withdrawn from the **Agreement** in accordance with **General Condition** 7.6.

7.8. In the event that (a) **you** give **us** notice in accordance with **General Condition** 7.3 or 7.4 in respect of all of the **Premises** then included in the scope of the **Agreement**, and **we** accept such notice, or (b) **you** are deemed to have terminated the **Agreement** in respect of all of the **Premises** then included in the scope of the **Agreement** pursuant to **General Condition** 7.5, the **Agreement** will automatically **terminate**, and the **Termination Date** will be the effective date of withdrawal of the last of the **Premises** in accordance with **General Condition** 7.6.

7.9. For the avoidance of any doubt:

7.9.1. the **Agreement** will continue in full force and effect in relation to all of the properties (if any) comprising the **Premises** which have not been withdrawn pursuant to **General Condition** 7; and

7.9.2. this **General Condition** 7 is without prejudice to **our** rights under **General Condition** 3.5.

7.10. The postal and email address for your notice under this **General Condition** 7 are COT Team, ScottishPower, Wrexham Road, Pentre Bychan, Wrexham, LL14 4DU and Customer.Service@scottishpower.com.

8. METERS

8.1. **You** will ensure that throughout the term of the **Agreement**:

8.1.1. a **Meter Operator** continues to be appointed under a **Meter Operator Agreement** in respect of the **Metering Equipment** for each **Connection Point** and, where applicable, a **Data Collector** and a **Data Aggregator** continues to be appointed by **you** in respect of each of the **Premises**;

8.1.2. **we** are notified of the details of the contact name, telephone and e-mail address for each **Meter Operator**, **Data Collector** and **Data Aggregator** appointed by **you**;

8.1.3. the **Metering Equipment** for each **Connection Point** is maintained and operated in

all respects in accordance with the **BSC**; and

8.1.4. all persons engaged by **you** pursuant to **General Condition 8.1.1** have the appropriate accreditations required under the relevant **Industry Documents**, perform their obligations in accordance with good industry practice and in compliance with all applicable **Laws** and **Industry Documents**.

8.2. We may at **your** expense and on **your** behalf at any time and from time to time appoint or replace a **Meter Operator**, a **Data Collector** and/or a **Data Aggregator** in respect of the **Metering Equipment** for each **Connection Point**, if:

8.2.1. such an appointment is not made by **you** in accordance with **General Condition 8.1**; or

8.2.2. a **Meter Operator**, **Data Collector** or **Data Aggregator** appointed by **you** does not in **our** view perform adequately to meet the requirements of the **Agreement** and/or the relevant **Industry Documents**. Where **we** (acting reasonably) consider that the relevant performance issues are capable of being remedied by **your Meter Operator**, **Data Collector** or **Data Aggregator** (as applicable), **we** will notify **you** of the relevant performance issues and if those performance issues are resolved (to **our** reasonable satisfaction) within such period as **we** may reasonably specify in **our** notice to **you**,

we will not exercise **our** rights under this **General Condition 8.2** in respect of the relevant performance issues.

8.3. If requested by **us** at any time or from time to time (and whether before or after the relevant **Supply Commencement Date**), **you** will provide and/or confirm to **us** true, complete and accurate **Supply Numbers** and/or details of the **Metering Equipment** and/or **Meter** reading arrangements in place at that time for each of the **Premises**.

8.4. The reading shown on the register of the **Meter(s)** for each of the **Premises** will be presumed to be evidence of the amount of electricity supplied to such one of the **Premises**. However, if either **we** or **you** dispute the accuracy of such reading, then:

(a) if and to the extent that **we** or **you** (as applicable) are obliged or entitled to refer the **Metering Equipment** for such one of the **Premises** to any procedure under the **BSC** and do so, **we** and **you** will be bound to accept and implement the outcome of such reference; or

(b) if **we** are not so obliged, or being so entitled do not make any such reference, arrangements will be made for the **Metering Equipment** for such one of the **Premises** to be inspected and tested under the **Act**.

8.5. If the **Metering Equipment** for any of the **Premises** is examined and tested pursuant to **General Condition 8.4** and is found to be operating within the limits of accuracy required by the **BSC** or the **Act** (as applicable), the cost of inspection and testing that **Metering Equipment** will be borne by the **Party** that disputed the accuracy

of such reading.

8.6. If the **Metering Equipment** for any of the **Premises** is examined and tested pursuant to **General Condition 8.4** and is found to be operating outside of the limits of accuracy required by the **BSC** or the **Act** (as applicable), then, in respect of the period during which **we** reasonably believe the **Metering Equipment** so operated for those **Premises**, an assessment will be made by **us** of the quantity of electricity supplied for that period.

8.7. In the event that for any reason whatsoever it is necessary to change the **Metering Equipment** and/or the **Meter** reading, data collection and/or data aggregation arrangements in place at any time during the term of the **Agreement** for any or all of the **Premises** (including where the **Metering Equipment** and/or the **Meter** reading, data collection and/or data aggregation arrangements (i) do not meet the requirements of the relevant **Laws** and/or **Industry Documents** and/or (ii) do not enable **us** to calculate the charges or other amounts payable by **you** under the **Agreement**, including where such a situation arises due to **your** failure to provide the details referred to in **General Condition 8.3**), then:

8.7.1. where **we** determine that the relevant change is capable of being implemented by **you** or **your Employees**, **we** will require **you** to implement the relevant changes within such period as **we** may reasonably specify to **you**; and

8.7.2. where (a) **we** determine that the relevant change is not capable of being implemented by **you** or (b) **you** fail to

implement the relevant change to **our** reasonable satisfaction and within the period specified by **us** pursuant to **General Condition 8.7.1**, **we** will make (or arrange for) the relevant change in the **Metering Equipment** and/or the **Meter** reading, data collection and/or data aggregation arrangements for the relevant **Premises**.

8.8. Should any change to the **Metering Equipment** and/or the **Meter** reading, data collection and/or data aggregation arrangements referred to in **General Condition 8.7** result in **us** incurring any cost, charge or expense in connection with the implementation and/or the taking of measures in connection with any such change, **you** will reimburse **us** for such costs, charges or expenses as are reasonably and properly incurred by **us**.

8.9. If an **AMR Meter** has not been installed at or in respect of any **Connection Point** at any **Premises**, **you** confirm that:

8.9.1. **you** consent to **us** arranging the installation of **AMR Meter(s)** at the relevant **Premises** and will allow **us** or the **Distributor** (or any third party acting on behalf of **us** and/or the **Distributor**) full, free and safe rights of access to the relevant **Premises** on reasonable notice for the purposes of such installation;

8.9.2. if, for whatever reason, **you** decide that **you** do not wish to have an **AMR Meter** installed at or in respect of any **Connection Point** at any

Premises, **you** will notify **us** of this in writing as soon as possible (and in any event within 30 days) after the date that **you** first receive any communication from **us** in connection with the installation of an **AMR Meter** at or in respect of the relevant **Connection Point(s)** and/or **Premises**; and

8.9.3. if (i) **we** have been unable to arrange the installation of any **AMR Meter** at or in respect of any **Connection Point** at any **Premises** with **you** and/ or (ii) **you** do not allow **us** access to any **Premises** for the purposes of installing an **AMR Meter** at or in respect of any **Connection Point** at the relevant **Premises**, then (unless **you** have notified **us** under and in accordance with **General Condition 8.9.2** in respect of the relevant **Premises**) **we** may (at **our** sole discretion):

8.9.3.1. terminate the **Agreement** in respect of the relevant **Premises** only immediately by providing notice to **you**; or

8.9.3.2. terminate the entire **Agreement** in respect of all of the **Premises** immediately by providing notice to **you**.

9. ACCESS & SECURITY

9.1. **You** will allow **us**, the **Distributor**, the **BSC Company** (and **our** and their respective **Employees**) full, free and safe rights of access to each of the **Premises**:

9.1.1. at all times (a) if **we** and/or the **Distributor** think it is necessary to **De-energise** or **Disconnect** the **Supply** of electricity to the relevant **Premises** to avoid danger to life or property or otherwise in connection with **our** or their legal and/or regulatory rights or obligations or (b) in order for **us** to exercise **our** rights to **De-energise** or **Disconnect** the supply of electricity to the relevant **Premises** under the **Agreement** and/or under any applicable **Laws** or **Industry Documents**, including, but not limited to, in the event of non-payment of the charges or other amounts properly due by **you** pursuant to the **Agreement**; and

9.1.2. at all reasonable times for any other purpose authorised by the **Act** and/or connected with the **Agreement** and/ or the relevant **Industry Documents**.

Where reasonably practicable, **we** will provide reasonable prior notice of any requirement for access to the **Premises**. **You** acknowledge that **we** may not be able to provide prior notice in connection with any access that is required pursuant to **General Condition 9.1.1**.

9.2. **You** will notify **us** (in writing) of the details of **your** reasonable requirements in relation to health and safety and site security at each of the

Premises. Subject to **our** receipt of such details from **you**, **we** will comply with those reasonable requirements, and **we** will use reasonable endeavours to procure that the **Distributor** and the **BSC Company** complies with those reasonable requirements, when at the relevant **Premises**.

9.3. **You** will procure that **you** and **your Employees** and invitees will not interfere with the **Metering Equipment** for any **Connection Point** or the **Use of System Metering Equipment** (as applicable) or the immediate connections to such **Metering Equipment** or the **Use of System Metering Equipment** (as applicable) except to the extent that emergency actions have to be taken to protect the health and safety of persons or to prevent serious damage to property proximate to the **Metering Equipment** for any **Connection Point** or the **Use of System Metering Equipment** (as applicable).

9.4. For the avoidance of any doubt, the rights of access set out in this **General Condition 9** are without prejudice to any rights that the **Distributor** and/or any other third party may have under the **Connection Agreement** and/or under applicable **Laws** or **Industry Documents**.

10. ALTERATION OR DISCONTINUANCE OF SUPPLY

10.1. Without prejudice to **our** other rights and remedies under the Agreement, the **Supply** to any **Connection Point** may be disconnected, discontinued or altered if **we** and/or the **Distributor** (in **our** or their sole discretion) consider it necessary to do so:

10.1.1. in connection with any **Force**

Majeure that affects the **Supply**;

10.1.2. to avoid danger, or because failure to disconnect, discontinue or alter the **Supply** would involve us being in breach of the **Act**, the **Regulations** and/or any other **Industry Document**; 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 a supply of electricity; or

10.1.3. if and to the extent that the **Distributor De-energises, Disconnects** or reduces the **Authorised Capacity** of that **Connection Point**; or

10.1.4. in the event of any material breach of the **Agreement** by **you** and/or in any circumstances where **we** are entitled to terminate the **Agreement** in accordance with its terms; or

10.1.5. if at any time and for so long as (a) the **Connection Agreement** in respect of that **Connection Point** ceases to be in full force and effect, or (b) the **Use of System Agreements** in respect of that **Connection Point** cease to be in full force and effect or to entitle **us** to provide the **Supply** to that **Connection**

Point; or

10.1.6. at any time and for so long as the **Supply** to that **Connection Point** is shut down, interrupted, delayed, reduced, impaired or limited as a result of a reduction or suspension of demand by the **Transmission System Operator** or the **Distributor** (as the case may be) in accordance with the **Distribution Code** by any method, including voltage reduction; or

10.1.7. at any time and for so long as the **Distributor** requires **us** under the **Use of System Agreements** in respect of that **Connection Point** to discontinue or suspend the **Supply**.

10.2. On each occasion that **we** exercise our rights under **General Condition 10.1**, the **Supply** to the relevant **Connection Point(s)** will be disconnected, discontinued or altered for such period as **we** in our sole discretion may consider necessary. Where the disconnection or discontinuation of the **Supply** to any **Connection Point(s)** is due to **your** or any of **your Employees'** acts or omissions, any restoration of that **Supply** may be conditional upon **you** paying a restoration charge.

10.3. Without prejudice to the terms of **General Conditions 10.1** and **10.2**, the **Supply** will be subject to the variations permitted by the **Regulations**.

11. TERM AND TERMINATION OF THE AGREEMENT

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11.1. The **Agreement** will commence

on the **Contract Date** and, subject to earlier termination of the **Agreement** in accordance with the **General Conditions**, the **Agreement** will continue until the **Earliest Termination Date**.

11.2. Either **Party** may terminate the **Agreement** with effect from the **Earliest Termination Date** on providing not less than 30 days' prior written notice to the other **Party**.

11.3. If **you** and **we** agree in writing, the **Agreement** will continue for a **Negotiated Price Period** after the end of the **Initial Contract Term** (or, where applicable, after the end of a previous **Negotiated Price Period**). Any **Negotiated Price Period** must be agreed between **you** and **us** by 12noon on the **Business Day** falling immediately prior to the **Earliest Termination Date**.

11.4. If neither **Party** has served notice of termination of the **Agreement** under **General Condition 11.2** and a **Negotiated Price Period** has not been agreed between **you** and **us** in accordance with **General Condition 11.3**, then **we** may (at **our** sole discretion) extend the **Agreement** for a further period of one year from the **Earliest Termination Date** on providing notice to **you**, subject to, as applicable, the revised **Rates, Pass-Through Charges** and other amounts that will be payable by **you** in respect of that further one year period that are notified by **us** to **you** under **General Condition 4.5**. **We** will provide **you** with notice of any extension of the **Agreement** pursuant to this **General Condition 11.4** no later than 10 **Business Days** after the **Earliest Termination Date**.

11.5. If **we** do not exercise **our** right to extend the **Agreement** under **General**

Condition 11.4, the **Agreement** will terminate automatically with effect from the **Earliest Termination Date**, and any supply of electricity that **we** provide to any of the **Premises** after the **Earliest Termination Date** will take place on and subject to **our** then-current contract terms and tariff for **our** standard variable product for business customers (or on such other terms and/or tariff as **we** may notify to **you**).

11.6. **Your** and **our** respective rights to terminate the **Agreement** under **General Condition 11.2** are in addition to **your** and **our** respective rights to terminate the **Agreement** in accordance with any other express provision of the **Agreement**.

11.7. Each **Party** may terminate the **Agreement** immediately on providing written notice to the other **Party** if:

11.7.1. the other **Party** is in material breach of any of its obligations under the **Agreement**, provided that, where the material breach is capable of being remedied, the other **Party** has failed to remedy that breach to the reasonable satisfaction of the non-breaching **Party** within 10 **Business Days**' of the non-breaching **Party's** notice requiring such material breach to be remedied; and/or

11.7.2. an **Insolvency Event** occurs in relation to the other **Party**.

11.8. In addition to **our** other rights of termination set out in or referred to in this **General Condition 11**, **we** may terminate the **Agreement** in respect of (at **our** sole discretion) all or any of the **Premises** with immediate effect

on providing written notice to **you** if:

11.8.1. **you** fail to pay any amounts due under the **Agreement** by the relevant **Due Date**; or

11.8.2. a supply of electricity is taken through any **Connection Point** which, as a result of an act or default of **you** or any of **your Employees**, is not accurately recorded by the **Meter(s)** for it; or

11.8.3. **you** put **us** in a position such that **our** ability to comply with **our** obligations and duties under any applicable **Laws** and/or any **Industry Documents** is adversely affected; or

11.8.4. **we** cease to hold the **Licence** or **we** cease to hold or to be a party to any other **Industry Document** necessary to allow the **Supply** to be provided the **Premises**; or

11.8.5. following the **Contract Date**, there is or has been a change beyond **our** reasonable control or foresight which significantly increases the cost of **Supply** to **you** (including without limitation the wholesale cost of energy, operation or maintenance of **Meters** or **Meter Equipment** or costs associated with **Distributors**); or

11.8.6. **we** determine, at **our** complete discretion, that the cost of **Supply** to you exceeds the agreed **Rates**; and/or the **Agreement** is no longer commercially viable to us; or

11.8.7. we are entitled to terminate the **Agreement** under any other express provision of the **Agreement**.

11.9. In addition to **our** other rights of termination set out in or referred to in this **General Condition 11**, **we** may terminate the **Agreement** immediately in respect of any individual **Premises** if:

11.9.1. we are entitled to discontinue or alter the **Supply** to the relevant **Connection Point(s)** in accordance with **General Condition 10**;

11.9.2. the **Connection Agreement** for the relevant **Connection Point** terminates and/or **you** are in material breach of **your** obligations under the **Connection Agreement** for the relevant **Premises**; and/or

11.9.3. a Supplier of Last Resort is appointed to the **Premises**.

11.10. In addition to **our** other rights of termination set out in or referred to in this **General Condition 11** or elsewhere in this **Agreement**, **we** may terminate this **Agreement** (or the **Supply** to any or all **Premises**) at any time (including prior to the **Earliest Termination Date**) and at **our** complete discretion on providing written notice to **you**. Any **Termination Notice** served by us pursuant to this **General Condition 11.10** will be effective from the date stated in the notice.

11.11. You and **we** acknowledge and agree that, notwithstanding the service of any **Termination Notice** by **you** or **us** pursuant to the **Agreement**, **you** will remain bound by the terms of

the **Agreement** (including, without limitation, the obligations to pay the charges and other amounts due to **us** under and/or pursuant to the **Agreement**) and the **Agreement** will continue to have effect in respect of each of the **Premises** until the **Termination Date**.

11.12. You acknowledge that, where one of the events set out in **General Condition 11.13** has not occurred in respect of any **Premises** by the **Termination Date**, any supply of electricity that we continue to provide to any **Premises** after the **Termination Date** will take place on and subject to **our** then-current contract terms and tariff for **our** standard variable product for business customers (or on such other terms and/or tariff as **we** may notify to **you**).

11.13. The events referred to in **General Condition 11.12** are as follows:

11.13.1. another **Electricity Supplier** has become **Registered** in respect of the relevant **Premises**;

11.13.2. we under another arrangement have commenced a supply of electricity to the relevant **Premises**; or

11.13.3. we Disconnect the **Supply** to the relevant **Premises**.

12. SURVIVAL ON TERMINATION

12.1. Termination of the **Agreement** or disconnection, discontinuance or alteration of the **Supply** under the **Agreement** will not affect any of **our**, the **Distributor's**, a **Green**

Deal Provider's or **your** rights, remedies or obligations which may have accrued prior to or as a result of such termination, disconnection, discontinuance or alteration and will not affect any rights, remedies or obligations of **us**, the **Distributor** or **you** which either expressly or by implication will continue after such termination, disconnection, discontinuance or alteration.

- 12.2.** Any refundable deposit or other form of security held by **us** and/or granted to **us** may be retained and relied upon by **us** beyond the termination of the **Agreement** if (and for so long as) **we** reasonably believe that any amounts remain due but unpaid by **you** under the **Agreement**.

13. LIMITATION OF LIABILITY

- 13.1.** Nothing in the **Agreement** will exclude or limit **our** or **your** liability (a) for death or personal injury resulting from **our** or **your** negligence (or that of any of **our** or **your** respective **Employees**) or (b) for any other liability that cannot be limited or excluded under applicable law.

- 13.2.** Subject to **General Conditions** 13.1, 13.3, 13.4 and 13.5, **we** will not be liable to **you** under and/or in connection with the **Agreement** for any damage, loss or other liability other than damage to physical property that, at the **Contract Date**, was a reasonably foreseeable result of the negligence or breach of the **Agreement** by **us** or **our Employees**.

- 13.3.** Subject to **General Condition** 13.1, **our** maximum aggregate liability under and/or in connection with the **Agreement** (whether under

contract, tort, delict or otherwise) will not exceed £50,000 in respect of each event or in respect of a series of connected events resulting from the same cause.

- 13.4.** Subject to **General Conditions** 13.1 and 13.5, neither **Party** will be liable to the other **Party** (whether under contract, tort, delict or otherwise):

13.4.1. for any (a) loss of use, (b) loss of production, (c) loss of revenue, (d) loss of data, (e) loss of profit, (f) loss of contracts, (g) loss of anticipated savings, (h) loss of goodwill and/or (i) damage to reputation, in each case whether direct or indirect and whether or not a reasonably foreseeable consequence of the relevant breach or failure; and/or

13.4.2. for any (a) indirect loss, (b) special loss, (c) consequential loss and/or (d) economic loss.

- 13.5.** Nothing in this **General Condition** 13 will limit or exclude **your** liability to pay all charges and other amounts due to **us** in accordance with the **Agreement**.

- 13.6.** **We** will not be responsible or liable under the **Agreement** for the acts, omissions, defaults, breaches, failures and/or negligence of any party other than **us** and those of **our Employees** for which **we** are legally responsible. **We** will not in any circumstances be responsible or liable to **you** for any costs, expenses, losses and/or liabilities that may be suffered or incurred by **you** and/or any of **your Employees** in

connection with the acts, omissions, breaches, failure and/or negligence of any third party (including, but not limited to, the **Distributor**, the **Transmission System Operator**, the **Meter Operator**, the **Data Collector** and/or the **Data Aggregator**).

13.7. **You** and **we** acknowledge and agree that:

13.7.1. General Condition 13.6 is without prejudice to any rights of recourse against any of the third parties identified in **General Condition** 13.6 that **you** may have under the terms of **your** own contracts with any of those third parties; and

13.7.2. **you** will not be entitled to double-recovery of the same loss from **us** and any third party, and **we** will be entitled to adjust any compensation paid or payable by **us** under the **Agreement** accordingly.

13.8. Subject to **General Condition** 18.1, the rights and remedies provided to **you** by the **Agreement** exclude and are in place of all substantive (but not procedural) rights or remedies (whether express or implied) provided by common law or statute, including actions brought in negligence and/or nuisance. Except as set out in the **Agreement**, **you** hereby waive to the fullest extent possible all such rights and remedies provided by common law or statute, and **you** release **us** to the same extent from all duties, liabilities, responsibilities or obligations provided by common law or statute in respect of the matters dealt with in the **Agreement**, and **you** undertake not to enforce any of the same except as expressly provided in the **Agreement**.

14. FORCE MAJEURE

If either **we** or **you** are unable to carry out any of **our** or **your** respective obligations under the **Agreement** due to **Force Majeure**, the **Agreement** will continue but, unless otherwise provided for in the **Agreement**, both **our** and **your** respective obligations (other than any express obligation to pay charges and other amounts under the **Agreement**) will be suspended without liability for the period of such **Force Majeure**.

15. CHANGES TO THE AGREEMENT

15.1. In addition to **our** other rights under the **Agreement**, **we** may amend the **Agreement** at any time on providing written notice to **you**:

15.1.1. if and to the extent that it is reasonably necessary for **us** to do so as a result of (i) a change to any existing **Law** or if a new **Law** is introduced, (ii) a change to any existing **Industry Document** and/or if a new **Industry Document** is introduced and/or (iii) a new direction and/or requirement of any **Regulatory Body** is introduced; and/or

15.1.2. if and to the extent that it is reasonably necessary for **us** to do so for any other reason.

15.2. Subject to **General Condition** 15.5, any amendment to the **Agreement** that is made by **us** pursuant to this **General Condition** 15 will be effective from the date stated in **our** notice to **you**.

15.3. In the event that **you** (acting reasonably) consider that any change

made by **us** pursuant to **General Condition 15.1.2** is to **your** significant disadvantage, **you** must notify **us** within ten **Business Days** of receipt of **our** notice under **General Condition 15.1.2**, which notice by **you** will specify **your** concerns in relation to the relevant change.

15.4. In the event that **we** are unable to agree with **you** an appropriate resolution of any concerns notified by **you** to **us** pursuant to **General Condition 15.3** within one month of **our** receipt of **your** notice under **General Condition 15.3**, **you** will be entitled to terminate the **Agreement** on providing not less than three months' prior written notice to **us**, provided always that such notice of termination must be served by **you** within one month of the date of **your** notice pursuant to **General Condition 15.3**.

15.5. If **you** exercise **your** rights to terminate the **Agreement** in accordance with **General Condition 15.4**, the changes proposed in **our** notice pursuant to **General Condition 15.1.2** will not be effective. For the avoidance of any doubt, where **you** do not exercise your rights under **General Condition 15.3** or **15.4** within the relevant periods stated in those **General Conditions**, the amendments notified by **us** pursuant to **General Condition 15.1.2** will be effective from the date stated in **our** notice to **you**.

16. USE OF PERSONAL INFORMATION

16.1. For the purposes of this **General Condition 16** only, the definition of **you** and **your** is extended to include all or any of **your** directors or partners.

16.2. We will use and protect **your** information in line with the data protection laws, including but not limited to the General Data Protection Regulation (EU) 2016/679 and the Data Protection Act 2018 (the "**Data Protection Laws**"). Our privacy information notice describes how **we** will use and protect your information.

16.3. **You** can see **our** privacy information notice on **our** website at <https://www.scottishpower.co.uk/privacy> or **you** can ask for a copy at any time by contacting **us**.

16.4. If **you** are a director, **we** will seek confirmation, from credit reference agencies ("**CRAs**"), that the residential address that you provide to **us** is the same as that shown on the restricted register of directors' usual addresses at Companies House.

16.5. 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.

16.6. This **General Condition 16** and **our** privacy information notice relate only to **our** use of **your** personal information as defined in the **Data Protection Laws**.

17. NOTICES

17.1. Notices under the **Agreement** must be in writing and delivered by hand or post:

17.1.1. to **you** at the address specified for **you** in the **Contract Details** or to **your** registered office or to **your** appointed agent or intermediary; or

17.1.2. to **us** for the attention of the person and at the address specified for **us** in the **Contract Details** or to **our** registered office or (in the case of notices of termination only) to the following e-mail address:

terminations@
spcommercialenergy.com,

or to such other address (or for the attention of such other person) as each **Party** may notify to the other **Party** for this purpose from time to time.

17.2. A notice or other communication served by a **Party** in accordance with **General Condition** 17.1 will be deemed to have been received (i) at the time when it is delivered personally or (ii) 48 hours after the document containing the notice or other communication was delivered to the postal authorities, if it is sent by post or (iii) on the next **Business Day** in relation to a notice of termination that is delivered by **you** by e-mail in accordance with **General Condition** 17.1.2.

17.3. To prove personal or postal service has been carried out it is sufficient to prove that personal delivery was made or that the envelope containing the notice was properly addressed (as described in **General Condition** 17.1) and delivered to the postal authorities.

18. GENERAL

18.1. Nothing in the **Agreement** will prejudice or affect **our** rights, powers, duties or obligations under any **Law** and/or **Industry Document** for the time being in force.

18.2. Each **Party** will

18.2.1. comply with all applicable laws, regulations, codes and guidance relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010 (referred in this **General Condition** 18.2 as "Relevant Requirements") in connection with the performance of the **Agreement**; and

18.2.2. have and will maintain in place throughout the term of the **Agreement**, and enforce where appropriate, its own policies and procedures to comply with the Relevant Requirements, including but not limited to adequate procedures under the Bribery Act 2010.

For the purposes of this **General Condition** 18.2, the meaning of adequate procedures will be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of the Bribery Act 2010).

18.3. Subject to **our** rights under and/or pursuant to **General Condition** 16, each **Party** (the "receiving **Party**") will:

18.3.1. keep in strict confidence all confidential information

concerning the business, operations, products and services of the other **Party** (the “disclosing **Party**”) which may be provided to it by or on behalf of the disclosing **Party** and/or which the receiving **Party** may otherwise obtain in connection with the **Agreement**; and

18.3.2. only disclose the disclosing **Party’s** confidential information:

18.3.2.1. to those of its **Employees** who need to know it for the purpose of discharging the receiving **Party’s** obligations under the Agreement, and the receiving **Party** will ensure that its **Employees** comply with the confidentiality obligations set out in this **General Condition** 18.3; or

18.3.2.2. to the extent required to be disclosed under any **Law**, by or to any governmental or regulatory authority (including, but not limited to, any **Regulatory Body**) and/or by or to a Court of competent jurisdiction.

This **General Condition** 18.3 will survive termination of the **Agreement**.

18.4. **We** hereby acknowledge and agree that:

18.4.1. we have not been and are not engaged in any practices involving the use of child labour, forced labour, the exploitation of vulnerable people, or human trafficking, including any activity or practice that would constitute an offence under s.1, s.2 and

s.4 of the Modern Slavery Act 2015, if carried out in the UK (“**slavery and human trafficking**”);

18.4.2. our employees, contractors, consultants, officers and agents are paid in compliance with all applicable employment laws and minimum wage requirements;

18.4.3. we will take reasonable steps to prevent **slavery and human trafficking** in connection with **our** business;

18.4.4. we will endeavour to include in **our** contracts with subcontractors and suppliers in connection with this **Agreement**, **slavery and human trafficking** provisions that are at least as onerous to the subcontractor or supplier as those set out in this **Agreement**; and

18.4.5. we will respond to all reasonable requests for information required by **you** for the purposes of completing **your** annual anti-slavery and human trafficking statement (if applicable).

18.5. We will permit **you** and **your** third party representatives, on reasonable notice during normal business hours, to access relevant records and any other relevant information held at the premises to audit compliance with **our** obligations under General Condition 18.4. **We** shall give reasonable and necessary assistance to the conduct of such audits during the term of this **Agreement**.

18.6. Except as expressly provided to

the contrary in the **Agreement**, no provision of the **Agreement** is enforceable by anyone other than a party to the **Agreement** (whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise).

- 18.7.** We may assign and transfer any or all of **our** rights and obligations under and in terms of the **Agreement** (including rights to payment of amounts that are due to **us** under the **Agreement**) to another party, provided that such party has 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 or in terms of the **Agreement** without **our** prior written consent.
- 18.8.** Any waiver by either **us** or **you** of a breach of the **Agreement** by the other **Party** must be in writing and will not be treated as a waiver of any further breach of the same or any other provision.
- 18.9.** Without prejudice to **our** rights under **General Condition** 4.6 and **General Condition** 15, no addition or amendment to or modification of the **Agreement** that is proposed by **you** will be binding on **us** unless it is evidenced in writing and signed by **our** authorised signatories.
- 18.10.** Where the **Customer** comprises more than one person or is a partnership, the **Parties** acknowledge and agree that the obligations owed by the **Customer** under the **Agreement** are owed, on a joint and several liability basis, by all of the persons that comprise the **Customer** or, if applicable, by all of the partners in the partnership (as well as, in the case of a Scottish partnership, by the partnership itself).
- 18.11.** **You** represent and undertake to **us** that **you** have the authority to enter into the **Agreement** and to perform **your** obligations and responsibilities under the **Agreement** in connection with all of the **Premises**. In particular, but without limitation, **you** represent and undertake to **us** that **you** have the authority to enter into and perform all of the obligations and responsibilities under the **Agreement** in respect of the **Supply** to all of the **Premises** that are occupied (or, where applicable, owned) by any **Related Party**.
- 18.12.** The **Agreement** constitutes the entire agreement between **you** and **us** with respect to the subject matter of the **Agreement**, to the exclusion of any other terms and conditions. Without prejudice to **General Condition** 4.6.1, the **Agreement** supersedes and replaces any prior written or oral agreements, representations (excluding fraudulent or negligent misrepresentations) and/or undertakings between **you** and **us**. For the avoidance of any doubt, the **Agreement** applies to the exclusion of any other terms that **you** may seek to impose or incorporate (by way of issue of a purchase order or otherwise).

- 18.13.** If any provision of the **Agreement** is found to be illegal or unenforceable in whole or in part, the other provisions of the **Agreement** and the remainder of the relevant provision shall continue in full force and effect.
- 18.14.** The **Agreement** will be governed by and construed in accordance with Scots law if, as at the **Contract Date**, any of the **Premises** are in Scotland, and in accordance with English law if, as at the **Contract Date**, all of the **Premises** are in England and Wales. Where the **Agreement** is governed by Scots law, the **Parties** submit to the non-exclusive jurisdiction of the Scottish Courts in respect of all matters arising out of or in connection with the **Agreement**. Where the **Agreement** is governed by English law, the **Parties** submit to the non-exclusive jurisdiction of the Courts of England and Wales in respect of all matters arising out of or in connection with the **Agreement**.

19. RELATED PARTIES

- 19.1.** If requested by **us** at any time (or from time to time) during the term of the **Agreement**, **you** will notify **us** in writing (within 7 days of **our** request) of the name and contact address of any **Related Party** that occupies (or, in the case of unoccupied **Premises**, owns) any of the **Premises** as at the date of **our** request.
- 19.2.** Where **we** provide a **Supply** to any **Premises** that are occupied (or, where applicable, owned) by any **Related Party** at any time or from time to time, **you** agree that:
- 19.2.1.** **you** will notify all of the occupiers and/or owners of **Premises** to be supplied by **us**

under the **Agreement** of **our** appointment as **Electricity Supplier** and **you** will ensure that all of the occupiers and/or owners are aware of the terms of **Supply** pursuant to the terms of the **Agreement** (including, without limitation, **our** rights under **General Condition 11**);

- 19.2.2.** **you** will be responsible and liable for all breaches, defaults, failures, acts and/or omissions of any **Related Party** (and/or of any **Related Party's Employees**) under and/or in connection with the **Agreement**, whose breaches, defaults, failures, acts and/or omissions will be deemed to be breaches, defaults, failures, acts and/or omissions of **you**. An obligation on **you** under and/or pursuant to the **Agreement** to do, or to refrain from doing, any act or thing will include an obligation upon **you** to procure that each **Related Party** (and all of each **Related Party's Employees**) also to do, or refrain from doing, such act or thing;
- 19.2.3.** **we** will not have any obligations, liabilities or responsibilities to any **Related Party** under and/or pursuant to the **Agreement** and no person other than **you** will be entitled to enforce the terms of the **Agreement** and/or to take any action against **us**;
- 19.2.4.** **you** will indemnify **us** and will keep **us** indemnified from and against all costs, expenditure, expenses, liabilities, losses, fees and/or claims (including

legal and other professional fees and expenses) which **we** and/or any of **our Affiliates** suffers or incurs in connection with (i) any failure by any **Related Party** and/or any **Related Party's Employees** to comply with the terms of the **Agreement** in connection with any **Premises** that are occupied (or, where applicable, owned) by any **Related Party**; and/or (ii) any claims, actions or demands that may be made against **us** and/or any of our **Affiliates** by any **Related Party** and/or by any **Related Party's Employees**; and

19.2.5. in any circumstances in which **we** are entitled to take action to disconnect, discontinue and/or alter the **Supply** to any **Premises** (including, but not limited to, in the event of non-payment of any amounts due by **you**), **we** will have the right to take such action directly in respect of the relevant **Premises** regardless of whether those **Premises** are occupied and/or owned by **you** or by any **Related Party**.

19.3. For the avoidance of any doubt, **General Condition** 19.1 is without prejudice to **your** rights and obligations under **General Condition** 7 in connection with the withdrawal of any **Premises** that cease to be owned or occupied by **you** or by any **Related Party** during the term of the **Agreement**.

20. GREEN DEAL

20.1. This **General Condition** 20 will apply if and for so long as the **Premises** are **Green Deal Premises**.

20.2. Subject to **General Condition** 20.3, 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).

20.3. 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 will in no way discharge the **Green Deal Bill Payer's** liability in respect of those **Green Deal Charges**.

20.4. Subject to **General Condition** 20.5, **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.

20.5. 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**.

20.6. If the **Agreement** is brought to an end, then:

(i) **you** will 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**.

20.7. 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**.

20.8. **You** will pay **Green Deal Charges** to **us** using the same payment option as applies to **your** supply of electricity at the **Premises**.

20.9. In collecting, remitting and otherwise dealing with **Green Deal Charges**, **we** will 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**.

20.10. Where **we** collect, remit or otherwise deal with **Green Deal Charges**, such collection, remittance or other dealings will be subject to the terms of the **Agreement** as though the **Green Deal Charges** were sums due to **us** for a supply of electricity and **we** will be entitled to exercise all of the rights **we** have under the **Agreement** accordingly.

20.11. 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 will, if subsequently ratified by the **Green**

Deal Provider, be as valid as if the **Green Deal Provider** had expressly authorised that action in advance.

20.12. 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.

21. RENEWABLE SOURCE ELECTRICITY

21.1. **You** are entitled to request that **we** supply electricity generated from renewable sources ("**renewable source electricity**") to **you** pursuant to the **Agreement**.

21.2. **We** may agree (at our discretion) to supply renewable source electricity to **you**, subject to authorised representatives of **you** and **us** agreeing (in writing): (i) the premium (expressed in pence/KWh) that will be payable by **you** (i.e. in addition to all other charges, taxes, levies, duties and other amounts that are payable by **you** in accordance with the terms of the **Agreement**) in respect of the metered volume of **renewable source electricity** supplied; (ii) the volume of **renewable source electricity** that will be supplied by **us** (either expressed as an actual volume or a proportion of the metered volume) and (iii) the period during which **we** will supply such **renewable source electricity**.

21.3. **You** and **we** acknowledge and agree that:

(a) for the avoidance of any doubt, nothing in this

General Condition 21 shall prejudice **our** obligations to supply electricity to **you** in accordance with the other terms of the **Agreement**;

- (b) except to the extent expressly agreed in writing between **you** and **us** pursuant to **General Condition 21.2**, **we** will not be obliged to procure or ensure that any particular volume(s) and/or proportion(s) of the electricity that is supplied by **us** under the **Agreement** has been generated from renewable sources;
- (c) for the avoidance of any doubt, **you** are required to pay Climate Change Levy at the then-current prevailing rate in relation to all electricity supplied to **you** (whether generated from renewable or other sources) under the **Agreement**; and
- (d) **we** may, at **our** sole discretion, withdraw or limit the supply of **renewable source electricity** to **you** at any time (whether before, during or after the period for which **we** have agreed, pursuant to **General Condition 21.2**, to supply **renewable source electricity**) on providing notice to **you** (and with effect from the date set out in **our** notice to **you**).

21.4. Where **you** and **we** have agreed, prior to the **Contract Date**, that **we** will supply **renewable source electricity** pursuant to **General Condition 21.2**, the details of:

- (a) the additional premium

(expressed in pence/KWh) that will be payable by **you** in respect of the metered volume of **renewable source electricity** supplied by **us**;

- (b) the volume of **renewable source electricity** that will be supplied by **us** (either expressed as an actual volume or a proportion of the metered volume); and
- (c) the period during which **we** will supply such **renewable source electricity**,

will be as set out in the **Contract Details**.

22. NATIONAL TERMS OF CONNECTION

22.1. **You** agree that, unless and for so long as **you** (or the relevant **Related Party**) has a separate **Connection Agreement** in place with the **Distributor** in respect of the relevant **Connection Point(s)**, by entering into the **Agreement**, **you** (and, where applicable, each **Related Party**) are also entering into an agreement with the **Distributor** on the terms and conditions of the **National Terms of Connection** in accordance with **General Condition 22.2** in respect of each **Connection Point**.

22.2. **We** are acting on behalf of **your** network operator to make an agreement with **you** (and, where applicable, each **Related Party**). The agreement is that **you** (and, where applicable, each **Related Party**) and the relevant 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 the **Agreement** and it affects **your** (and, where applicable, each **Related Party's**) legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which the relevant network operator delivers electricity to, or accepts electricity from, your home or business. **In the case of some non-domestic sites, as further described in the NTC, the NTC provide for the continuing application of site-specific connection terms agreed with a previous owner or occupier of the site. Your network operator will be able to tell you whether or not site-specific connection terms exist.** If you want to know the identity of your network operator, or want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 1st Floor, 4 More London Riverside, London SE1 2AU, phone 0207 706 5137, or see the website at www.connectionterms.co.uk

We're here to help

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