



SCOTTISHPOWER

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# Electricity General Terms & Conditions (Deemed Contract)

for Microbusiness Customers and  
Non-microbusiness Customers (HUB)



Deemed Contract Scheme made in compliance with paragraph 3 of Schedule 6 to the Electricity Act 1989 for determining terms and conditions to be incorporated with contracts which are deemed to be made by us with customers to whom we supply electricity otherwise than in pursuance of a contract.

# 1. Meanings

The words listed below have the following meanings in these terms and conditions:

<b>Act</b>	the Electricity Act 1989 as amended from time to time
<b>Affiliate</b>	in relation to us, means any holding company or subsidiary and/or any subsidiary undertaking of a holding company of us, in each case within the meaning of the Companies Act 2006 (as amended or re-enacted from time to time);
<b>Authority</b>	the Gas and Electricity Markets Authority and/or the Office of Gas and Electricity Markets and their respective statutory successors;
<b>BSC and Balancing and Settlement Code</b>	has the meaning given to it in the Licence;
<b>BSC Company</b>	the meaning given to that expression in the BSC;
<b>Connection Point</b>	in respect of the relevant Premises, the point at which those Premises are connected to the Distributor's System;
<b>CRAs</b>	has the meaning given to it in Condition 13.4;
<b>Data Protection Laws</b>	has the meaning given to that expression in Condition 13.2;
<b>Deemed Contract</b>	the contract deemed to be made by us with you, made on and subject to these terms and conditions;
<b>Disconnect, disconnection, disconnected</b>	to stop electricity passing from the Distributor's System to the Equipment at the Premises;
<b>Distribution Code</b>	has the meaning given to it in the Licence;
<b>Distributor</b>	the electricity distributor that operates and/or owns the electricity distribution network connected to the Connection Point through which electricity is conveyed to the relevant Premises;

<b>Distributor's System</b>	the system for the distribution of electricity operated and/or owned by the Distributor;
<b>Economic Loss</b>	loss of profits, revenues, interest, business, goodwill or commercial, market or economic opportunity, whether direct or indirect and whether or not foreseeable;
<b>Electricity Supplier</b>	has the meaning given to that expression in the Licence;
<b>Equipment</b>	the lines carrying, and the equipment using, electricity in the Premises;
<b>Green Deal Bill Payer</b>	means you for so long as you are liable to pay for the supply of electricity to the relevant Premises or, where the Deemed Contract 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;
<b>Green Deal Charges</b>	means a payment required to be made under a Green Deal Plan by a Green Deal Bill Payer;
<b>Green Deal Plan</b>	is an arrangement for making energy efficiency improvements to the relevant Premises that meets the requirements of Section 1(3) of the Energy Act 2011 (as amended or re-enacted from time to time);
<b>Green Deal Premises</b>	is a Premises at which Green Deal Charges are owed to a Green Deal Provider (as amended or re-enacted from time to time);
<b>Green Deal Provider</b>	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;
<b>Green Deal Regulations</b>	means the Green Deal Framework (Disclosure, Acknowledgement, Redress, etc.) Regulations 2012;
<b>Grid Code</b>	has the meaning given to it in the Licence;
<b>High Voltage</b>	any voltage exceeding Low Voltage but not exceeding 22,000 volts with any variations of voltage allowed by the Regulations;
<b>Licence</b>	the electricity supply licence granted to us under the Act;
<b>Low Voltage</b>	in relation to alternating current, a voltage exceeding 50 volts but not exceeding 1,000 volts, in each case measured between the phase conductors taking the square root of the mean of the squares of instantaneous values of a voltage during a complete cycle;
<b>National Terms of Connection</b>	the Distributor's national terms of connection, reference to which is printed after the end of these terms and conditions;

<b>Premises</b>	the property or properties (as the case may be) at which we make a supply of electricity;
<b>Regulations</b>	the Electricity Safety, Quality and Continuity Regulations 2002 as amended, re-enacted or replaced from time to time;
<b>Related Party</b>	<p>means (where applicable):</p> <p>(a) any of your Affiliates; and/or</p> <p>(b) any person connected to you (other than one of your Affiliates),</p> <p>in either case that occupies (or, in the case of any unoccupied Premises, owns) any of the Premises that we supply under the Deemed Contract at any time or from time to time, and the term "Related Parties" will be construed accordingly;</p>
<b>Slavery and human trafficking</b>	has the meaning given to it in Condition 10.10(a);
<b>Taxes</b>	VAT and any other tax, levy, charge or duty related to, or on, the supply of electricity and in addition includes any such VAT and others as we have to pay to those who distribute or transmit electricity for us;
<b>VAT</b>	means Value Added Tax;
<b>We, us, our</b>	ScottishPower Energy Retail Limited (registered company number SC190287) having its registered office at 320 St. Vincent Street, Glasgow, Scotland, G2 5AD; and
<b>You, your, customer</b>	the customer with whom the Deemed Contract is to be made pursuant to paragraph 3 of Schedule 6 of the Act.

## 2. Supply and Premises

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- 2.1** Throughout the period of the Deemed Contract, you will be the owner or occupier of all of the Premises, which will be connected to the Distributor's System at the Connection Point.
- 2.2** We will not be under any obligation to supply any electricity to any of the Premises at any time or from time to time in excess of the maximum amounts which you are entitled to take through the Connection Point.
- 2.3** Subject to Condition 8.9, the Deemed Contract shall be regarded as coming into effect on the date on which we commence supply of electricity to you at the Premises.
- 2.4** If you enter into a contract (other than a Deemed Contract) with us to supply electricity to any of the Premises, this Deemed Contract shall be superseded and replaced in its entirety in relation to the relevant Premises by such contract from the effective date of the same.

## 3. Equipment

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- 3.1** The quantity of electricity supplied to the Connection Point shall be measured by the relevant meter(s).
- 3.2** You will allow the Distributor or any other person authorised by the Distributor or us at its expense to install, operate, maintain, repair or replace any of the Distributor's System on the Distributor's side of the meter(s), all of which shall remain the property of the Distributor or such authorised person.
- 3.3** When you can do so, if you wish to acquire your own meter(s) by purchase, hire or loan (otherwise than from us or the Distributor) and/or make your own meter reading arrangements,

that meter or those meters and/or the meter reading arrangements must be acceptable to us.

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

## 4. Safety and Emergencies

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The supply of electricity to the Connection Point may be disconnected or altered at our sole discretion if we consider it necessary to do so:

- 4.1** to avoid danger, or because failure to disconnect or to alter that supply would involve us being in breach of the Act or the Regulations; or
- 4.2** 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
- 4.3** in the case of accident or other emergency affecting or likely to affect the Distributor's System or any other system through which (directly or indirectly) we receive the supply of electricity; or
- 4.4** if and to the extent that the Distributor disconnects or reduces the maximum capacity of the Connection Point; or
- 4.5** in the event of any breach of the Deemed Contract by you, and the supply of electricity to the Connection Point may be disconnected or altered on each occasion for such period as we in our sole discretion may consider necessary. Where the disconnection of the supply of electricity to the Connection Point is due to your act or omission, any restoration of that supply may be conditional upon you paying a reasonable restoration charge. That supply will be subject to the variations permitted by the Regulations.

## 5. Ending the Deemed Contract

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- 5.1** Subject to Condition 5.4, the Deemed Contract will terminate upon the commencement of a supply of electricity to the Premises under an electricity contract entered into by you with us or another Electricity Supplier.

- 5.2** Subject to Condition 5.4, you may end the Deemed Contract in respect of any Premises if you (or, where applicable, any Related Party) cease to either own or occupy the relevant Premises and you give us 2 working days', or such lesser period as we may agree, notice prior to so ceasing, and the Deemed Contract will end upon the expiry of such notice. In the event that: (i) you give us notice in accordance with this Condition 5.2 in respect of all of the Premises which are supplied under this Deemed Contract; or (ii) you are deemed to have terminated the Deemed Contract in respect of all of the Premises then included in the scope of the Deemed Contract pursuant to Condition 5.3, the Deemed Contract will automatically terminate and the effective date of termination will be the expiry of 2 working days' (or such lesser period as we may agree) following the date of your notice provided in accordance with this Condition 5.2 or the date that you are deemed to have terminated the Deemed Contract in accordance with Condition 5.3 (as applicable).

- 5.3** Subject to Condition 5.4, if you (or, where applicable, any Related Party) cease to own or occupy any of the Premises without giving us at least 2 working days' notice the Deemed Contract will end in respect of the relevant Premises on whichever of the following occurs sooner:

- 5.3.1** the second working day after you do give notice to us that you have ceased either to own or occupy the relevant Premises; or

- 5.3.2** a new owner or occupier enters into a contract for the supply of electricity to the relevant Premises; or

- 5.3.3** if you (or, where applicable, any Related Party) have vacated the relevant Premises, the next day after which the meter(s) is or are due to be read.

**5.4** Conditions 5.1, 5.2 and 5.3 will not apply where electricity is supplied by us to you in pursuance of a last resort supply direction given by the Authority under the Licence. Where we are supplying you pursuant to such a direction, you may not terminate the Deemed Contract except:

**5.4.1** with our agreement; or

**5.4.2** on taking a supply of electricity at the Premises from another Electricity Supplier; or

**5.4.3** on ceasing to take a supply of electricity at the Premises.

**5.5** We may end the Deemed Contract and/or disconnect your supply of electricity at any time on giving you notice to that effect:

**5.5.1** if you fail to pay any amount due to us by the date upon which such amount was due; or

**5.5.2** if you are using electricity for a different purpose than that for which we agreed to supply it; or

**5.5.3** if you become insolvent or go into liquidation, receivership or administration or compound with your creditors; or

**5.5.4** if you take electricity at any of the Premises at a level in excess of the maximum amounts which you are entitled to take through the Connection Point; or

**5.5.5** if you commit a material breach of the Deemed Contract,

and in each case the Deemed Contract will end and/or we may disconnect your supply upon the expiry of such notice, subject to us acting in accordance with the Licence.

**5.6** The Deemed Contract may be ended immediately by either you or us by giving written notice to that effect to the

other at any time after the Authority or the Secretary of State has revoked the Licence.

## 6. Connection to the Distribution System and National Terms of Connection

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**6.1** The Distributor will maintain, and may interrupt, and shall be entitled to cut off, the connection at the Connection Point in accordance with and subject to the provisions of the Act and any other legal requirements or rights (including those arising under any code or agreement with which the Distributor is obliged by its distribution licence to comply) that apply from time to time. The Distributor does not guarantee that the Distributor will deliver electricity to the Connection Point at all times nor that the electricity delivered will be free of brief variations in voltage or frequency.

**6.2** Subject to any contrary existing agreement between you and the Distributor (and/or us), the Distributor shall not be liable to you under the Deemed Contract or otherwise for any loss or damage which:

**6.2.1** is beyond the reasonable control of the Distributor; or

**6.2.2** is consequential or indirect or arises from or amounts to Economic Loss.

**6.3** The Distributor will only be liable to you in accordance with the limitations in Condition 6.2 and up to a maximum of £100,000 per calendar year.

**6.4** Conditions 6.2 and 6.3 will continue to apply regardless of the termination of the Deemed Contract.

**6.5** The terms of Condition 6 will be changed automatically to incorporate any changes that are approved by the Authority.

**6.6** The Distributor may cut off the supply of



electricity to the Connection Point where the Distributor is entitled to do so under general law, the Deemed Contract or the electricity industry arrangement under which the Distributor operates.

**6.7** Where the Deemed Contract is construed and implemented in accordance with English law, the Distributor shall be entitled and have the ability to enforce the provisions of this Condition 6 and by virtue of the Contracts (Rights of Third Parties) Act 1999. Where the Deemed Contract is construed and implemented in accordance with Scots law, the provisions contained in Condition 6 are created for the benefit of and in favour of the Distributor. Condition 6 may not be varied without the prior written consent of the Distributor. The Distributor shall be entitled to rely upon the said provisions for its benefit and to avail itself of the said provisions as it in its sole discretion shall consider appropriate, pursuant to the Contract (Third Party Rights) Scotland Act 2017.

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

## **7. Transfer of charges**

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**7.1** If we have made any payment to your previous supplier(s) of electricity in respect of overdue charges for the supply of electricity to you at any of the Premises or Green Deal Charges then we will be entitled to recover from you the amount of those overdue charges and/or Green Deal Charges together with our reasonable costs in recovering this amount. We will either add this sum to your next invoice(s) or at our option spread it over such number of invoices as we may decide. Where we are entitled to

recover any Green Deal Charges pursuant to this Condition 7.1, we are doing so as principal acting on our own behalf and not as agent for the Green Deal Provider.

**7.2** If you are a non-domestic customer and you end the Deemed Contract in relation to the supply of electricity and leave unpaid for 28 days or more charges payable under the Deemed Contract for electricity which we have supplied to you, then (within certain circumstances specified in the Licence) we may transfer the right to recover those unpaid charges to another Electricity Supplier who has, or other Electricity Suppliers who have, commenced the supply of electricity to you at the relevant Premises in respect of which the charges are due.

**7.3** Where, in terms of Condition 7.2, we transfer to another Electricity Supplier the right to recover unpaid charges for electricity which we have supplied to you under the Deemed Contract that new Electricity Supplier shall also be entitled to recover any unpaid Green Deal Charges from you in respect of the relevant Premises supplied by said new Electricity Supplier.

## **8. Access, Payment and Equipment**

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**8.1** You will allow the Distributor or any other person authorised by the BSC Company or its agent, the Distributor, a meter operator or us full, free and safe rights of access to each of the Premises at all times if the Distributor or we think it is necessary to cut off and/or disconnect the supply of electricity to avoid danger to life or property and at all reasonable times for any other purpose authorised by the Act or in connection with the Deemed Contract or the BSC.

**8.2** Unless otherwise agreed between us and you, we will bill you monthly

for all electricity supplied during the period of the Deemed Contract at the price published from time to time by us applicable to business customers under Deemed Contracts with us and applicable to the category of customer into which you fall; except that where the Deemed Contract commences upon the termination of another contract between us and you, we (at our sole discretion) may continue to bill you in accordance with the method or cycle of billing previously agreed with you. We will notify you of the applicable price. Where any of 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 in respect of the relevant Green Deal Premises and you will pay us such charges on the same terms as you are required to pay us for a supply of electricity.

**8.3** In addition to the price and/or any charges (including Green Deal Charges, where applicable), you will pay any Taxes other than any tax payable by us on our income or profits. You will also pay such additional reasonable charges as may be levied by us or upon us by the BSC Company or its agent or the Distributor or a meter operator or data collector or others arising from or in respect of the Deemed Contract and/or any other charges or costs in connection with any attempt to disconnect or re-connect your supply or any supply of electricity to you at the Connection Point in excess of the maximum amounts which you are entitled to take through the Connection Point.

**8.4** If information on the quantity of electricity supplied by us is not available we may bill you on the basis of estimated readings for your likely consumption. When that information is available, we will make the appropriate adjustment, if any, to your next bill. Where you have any

prepayment meter(s), if the amount you pay to us by use of prepayment meter card(s) or key(s) is less than the charge for the consumption taken through the prepayment meter(s), you will pay us the difference by our adjusting the prepayment meter(s) or requiring you to pay a lump sum to us.

**8.5** Unless otherwise agreed between us and you, you will pay to us the full amount brought out in such bill (including Green Deal Charges, where applicable) within 7 days of the date of the bill, by post with a cheque or postal order or at a bank, the Girobank or by cash at a post office or by any other method agreed to by us, provided that where the Deemed Contract commenced upon the termination of another contract as described in Condition 8.2, we, (at our sole discretion) may allow you to pay by any other method previously agreed by us.

**8.6** You will pay to us such reasonable deposit by way of security for payment of any sums due to us by you under the Deemed Contract (including Green Deal Charges) as we, consistent with the Licence, may at any time request. If we make such a request prior to the commencement of the supply of electricity under the Deemed Contract, that supply will not start until that deposit has been provided.

**8.7** You will be responsible at all times for the Equipment on your side of the meter(s) and at your expense will procure that it is maintained in good working order and condition, and is operated in compliance with the Act.

**8.8** The reading shown on the register of the meter(s) shall be regarded as prima facie evidence of the amount of electricity supplied to the relevant Premises. However, if either you or we dispute the accuracy of such reading, arrangements shall be made for such meter to be

inspected and tested under the Act. If a meter is found to be operating within the limits of accuracy required by the Act, the cost of inspection and testing that meter will be borne by whoever disputed the accuracy of that meter.

- 8.9** Where electricity is supplied to you in pursuance of a last resort supply direction given by the Authority under the Licence you shall take a reading from the meter(s) at each of the Premises and provide such reading to us within 14 days of the date on which the Deemed Contract takes effect, being the date that the direction takes effect, or make all necessary arrangements to enable us or other persons authorised by us to take a reading within such period.
- 8.10** We may determine, by estimation, the quantity of electricity which is to be treated as supplied to or taken by you during the period beginning with the time when the supply under the Deemed Contract began and ending with the time when the meter(s) are first read thereafter, or if earlier, when we cease to supply electricity to you, or you cease to take a supply of electricity from us under the Deemed Contract, provided that, in making such determination, we shall act on a reasonable basis taking account of the information which we have regarding the consumption of electricity on the relevant Premises and any other relevant factors. The provisions of Conditions 3.1 and 8.8 shall be without prejudice to our rights under this Condition 8.10.
- 8.11** We may increase any of the prices and/or charges at any time and we may reduce any of the prices and/or charges at any time at our sole discretion.
- 8.12** All payments due by you to us under the Deemed Contract shall be made without deduction, withholding or set-off whatsoever.
- 8.13** If you pay to us at any time or from time to time an amount which is less or more than the amount due (including Green Deal Charges) we may apply that payment as we decide, subject to us complying with the terms of the Licence and irrespective of how you intend or instruct how such payment should be treated or dealt with.
- 8.14** On each occasion that you pay to us in full and final settlement of the amount due an amount which is less than the amount due (including Green Deal Charges), if we accept such payment that does not mean that we agree to that payment being full and final settlement of the amount due. You agree that:
- 8.14.1** we can retain such payment as part-payment towards the amount due without the requirement for us to notify you of our rejection of that part-payment as full and final settlement of the amount due; and
- 8.14.2** our retention of such payment will not prevent us recovering from you the amount due which we consider remains to be paid.
- 8.15** We will be entitled at any time and from time to time to set off any liability or obligation that you have to us (including payment of Green Deal Charges under the Deemed Contract) against any liability that we have to you.
- 8.16** If any charges (including Green Deal Charges) are outstanding from the date from which they are due we shall be entitled to charge and you agree to pay interest and compensation for debt recovery cost at the maximum rate permitted in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, subject to us complying with the terms of the Licence.

**8.17** You must take reasonable care to keep the meter(s) measuring the supply of electricity to each of the Premises free from damage or interference. If you do not you must pay us for the reasonable costs:

**8.17.1** paid or incurred by us to repair or replace it or them; or

**8.17.2** incurred by us or any person authorised by us in responding to a request for any attendance due to a failure by you to take reasonable care of the meter(s).

**8.18** We may charge you and you will pay the reasonable costs incurred by us in relation to any breach by you of this Deemed Contract, including any costs incurred in recovering any amount which is not paid by you on the date payment was due.

**8.19 Movement between payment types where charges are not paid**

**8.20** If you do not pay us as required under your agreed payment option, we can replace that payment option with an alternative cash payment option and tell you the price payable for that alternative cash payment option. In these circumstances, you will pay us in accordance with said alternative cash payment option at the price that applies which will typically be more expensive than your previous payment option.

**8.21** If you are a microbusiness Customer we will not send you a bill for (or try to recover by your payment method) any charges for supplying electricity to you unless the charges relate to: (a) electricity that we reasonably consider you have used within the previous 12 months; or (b) other charges (for example, standing charges) that have built up during the previous 12 months. However, we can still send you a bill (or try to recover the charges from you by your payment method) more than 12 months after you

used the electricity or the charges were built up if:

- a. we have been unable to send you a bill or recover the charges for the correct amount of electricity you have used due to your obstructive or clearly unreasonable behaviour (for example, if you have stolen electricity or you have unreasonably failed to give us access to your Premises to take meter readings);
- b. we are allowed to do so under the Licence, the Act or any other laws, regulations and/or industry documents, guidance or directions relating to the supply of electricity; or
- c. we have previously sent you a bill or tried to recover the same charges from you in line with this Condition 8.21.

**Note: this Condition 8.21 does not apply to Non-microbusiness Customers.**

## 9. The Green Deal

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**9.1** This Condition 9 shall apply if and for so long as any of the Premises are Green Deal Premises.

**9.2** Subject to Condition 9.3, 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).

**9.3** Where Green Deal Bill Payers have any prepayment meter(s), any payment we are required to make in accordance with the Licence to a Green Deal Provider (or their nominees, successors or assignees) in respect of Green Deal Charges that are due but which have not been collected by us on or before the time we make such payment shall in no way discharge the Green Deal Bill Payer's liability in

respect of those Green Deal Charges.

- 9.4** Subject to Conditions 7 and 9.5, 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 relevant Premises under the Deemed Contract came into force.
- 9.5** Where you were a Green Deal Bill Payer in respect of the relevant Premises prior to the date on which our obligation to supply you with electricity at the relevant Premises under the Deemed Contract came into force, we will continue to collect Green Deal Charges from you.
- 9.6** If the Deemed Contract is brought to an end, then:
- 9.6.1** you shall remain liable for all Green Deal Charges due to be paid to us pursuant to the Deemed Contract and which remain unpaid in respect of (a) the period commencing on the date on which we commenced the supply of electricity to the relevant Premises under the Deemed Contract and ending with the date on which the Deemed Contract comes to an end and (b) including any Green Deal Charges due to be paid to us in terms of Condition 7.1; and
- 9.6.2** where, after the Deemed Contract has come to an end, you continue to be the Green Deal Bill Payer, you will remain liable for the Green Deal Charges.
- 9.7** Subject to Condition 7.1, 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.
- 9.8** You will pay Green Deal Charges to us using the same payment option as applies to your supply of electricity at the Premises.
- 9.9** In collecting, remitting and otherwise dealing with Green Deal Charges, we shall be entitled to use the same processes and remedies to recover arrears of Green Deal Charges that we use to collect any other sums due to us under the Deemed Contract.
- 9.10** Where we collect, remit or otherwise deal with Green Deal Charges, such collection, remittance or other dealings shall be subject to the terms of this Deemed Contract as though the Green Deal Charges were sums due to us for a supply of electricity and we shall be entitled to exercise all of the rights we have under the Deemed Contract accordingly.
- 9.11** Any action that we take, or purport to take, on behalf of a Green Deal Provider at a time when we were not authorised to do so shall, if subsequently ratified by the Green Deal Provider, be as valid as if the Green Deal Provider had expressly authorised that action in advance.
- 9.12** Where any of 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.

## 10. General

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- 10.1** So long as events or circumstances outside out of your reasonable control prevent either us or you from complying with any of our or your respective obligations under the Deemed Contract, other than with respect to payment, we or you, as the case may be, will be excused for such failure. The performance by you or by us of

obligations under the Licence or the Act or any other relevant legislation will not constitute breach of any provision of the Deemed Contract.

- 10.2** Notices under the Deemed Contract shall be in writing and shall be delivered by hand or post to you at: (i) the primary billing address that we have for you; (ii) the primary contact address that we have for you; or (iii) (one or more of (as applicable)) the Premises, or us at: (i) ScottishPower Energy Retail Limited, Business Energy Department, 7th Floor, 320 St Vincent Street, Glasgow, Scotland G2 5AD, or for the attention of such other person or to such other address notified to us or you for this purpose.
- 10.3** We may assign and transfer any or all of our whole rights and obligations under and in terms of the Deemed Contract (including any monies and Green Deal Charges payable to us) to another party provided they have obtained all the licences and approvals from the Authority or other regulatory authorities necessary for them to supply electricity to you at the Premises. As a result, that party will acquire the rights and assume the obligations as if it had been the original party to the Deemed Contract with you. We will be released from all of our obligations under the Deemed Contract so assigned and transferred, and, from then on, your dealings will be with that party in respect of the rights and obligations assigned and transferred. You cannot assign or transfer any of your rights or obligations under the Deemed Contract without first obtaining our consent in writing.
- 10.4** If we are required by any court, competent authority or the Authority to amend the Deemed Contract, or need to do so to reflect any change in the Licence or any order made in terms of the Act, we may do so.
- 10.5** Nothing in the Deemed Contract shall prejudice or affect our rights, powers or obligations under any statute, statutory instrument, licence, regulation, direction or order for the time being in force.
- 10.6** It is our intention that all the terms of the contract between us and you are contained in these terms and conditions and in the brochures and specifications provided to you which relate to the Deemed Contract.
- 10.7** Failure by either party to exercise or enforce any right conferred by this Deemed Contract shall not be deemed to be a waiver of any such right. In the event that either party agrees to waive a breach of the Deemed Contract by the other party, that waiver is limited to that particular breach.
- 10.8** If any provision of the Deemed Contract is held by any court or other competent authority to be void or unenforceable in whole or part, the Deemed Contract shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.
- 10.9** The Deemed Contract shall be construed and implemented (a) in accordance with English law, and you and we shall submit to the exclusive jurisdiction of the English and Welsh courts, if all of the Premises are in England and Wales and (b) in accordance with Scots law if any of the Premises are in Scotland, and you and we shall submit to the exclusive jurisdiction of the Scottish courts.
- 10.10** We hereby acknowledge and agree that:
- a. 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 sections 1, 2 and 4 of the Modern Slavery Act 2015, if

carried out in the UK ("**slavery and human trafficking**");

- b. our employees, contractors, consultants, officers and agents are paid in compliance with all applicable employment laws and minimum wage requirements;
- c. we will take reasonable steps to prevent slavery and human trafficking in connection with our business;
- d. we will endeavour to include in our contracts with subcontractors and suppliers in connection with this Deemed Contract, slavery and human trafficking provisions that are at least as onerous to the subcontractor or supplier as those set out in this Deemed Contract; and
- e. 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).

**10.11** You represent and undertake to us that you have the authority to enter into the Deemed Contract and to perform your obligations and responsibilities under the Deemed Contract 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 Deemed Contract in respect of the supply to all of the Premises that are occupied (or, where applicable, owned) by any Related Party.

## 11. Continuing Obligations

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The termination or expiry of the Deemed Contract shall not affect any of your, the Distributor's, the Green Deal Provider's or our rights, remedies or obligations which may have

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

## 12. Limitation Of Liability

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**12.1** Subject always to Condition 12.2, if we fail to comply with any term of the Deemed Contract, or are negligent, or you have a remedy for fraudulent misrepresentation, you may be entitled under the general law to recover compensation from us for any loss or damage you have suffered. However, we will not be required to compensate you for loss or damage caused by anything beyond our reasonable control, or for any loss or damage which is consequential, indirect or financial loss or arises from or amounts to Economic Loss or wasted expenses, other than where you are entitled to recover compensation for such loss or damage under the general law in relation to death, personal injury or fraudulent misrepresentation.

**12.2** Our total liability to you under this Deemed Contract in respect of all claims (other than those occurring through death, personal injury or fraudulent misrepresentation) for such loss or damage described in Condition 12.1 arising in any one calendar year shall not exceed £50,000. We shall not have any other liability to you under this Deemed Contract (for breach of contract, under the law of negligence, for breach of statutory duty or otherwise).

### 13. Use of your Personal Information

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- 13.1** For the purposes of this Condition 13 only, the definition of 'you', 'your' and 'customer' is extended to include all or any of your directors or partners.
- 13.2** 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.
- 13.3** 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.
- 13.4** 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.
- 13.5** 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.
- 13.6** This Condition 13, and our privacy information notice, relate only to our use of your personal information as defined in the Data Protection Laws.

### 14. Related Parties

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- 14.1** If requested by us at any time (or from time to time), 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.

- 14.2** 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:
- 14.2.1** you will notify all of the occupiers and/or owners of Premises to be supplied by us under the Deemed Contract 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 Deemed Contract (including, without limitation, our rights under Condition 5);
- 14.2.2** 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, contractors, subcontractors, consultants, officers and/or agents) under and/or in connection with the Deemed Contract, 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 Deemed Contract 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, contractors, sub-contractors, consultants, officers and agents) also to do, or refrain from doing, such act or thing;



**14.2.3** we will not have any obligations, liabilities or responsibilities to any Related Party under and/or pursuant to the Deemed Contract and no person other than you will be entitled to enforce the terms of the Deemed Contract and/or to take any action against us;

**14.2.4** 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, contractors, sub-contractors, consultants, officers and/or agents, to comply with the terms of the Deemed Contract 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's employees, contractors, sub-contractors, consultants, officers and/or agents; and

**14.2.5** 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 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.

**14.3** For the avoidance of any doubt, Condition 14.1 is without prejudice to your rights and obligations under Condition 5 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 Deemed Contract.

## NATIONAL TERMS OF CONNECTION

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Your supplier is 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 your network operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that you enter into this contract and it affects your (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 your 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 <http://www.connectionterms.org.uk/>.

**FOR INFORMATION:  
SUPPLY CHARACTERISTICS**

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For information relating to the voltages, frequency, number of phases and margins of variation associated with the electricity delivered to the Premises through the electricity distribution network system, please contact your network operator.

**This comprises the ScottishPower Electricity General Terms and Conditions (Deemed) for Microbusiness Customers and Non-microbusiness Customers dated August 2020**

ScottishPower Energy Retail Limited

Registered Office: 320 St. Vincent Street,  
Glasgow, Scotland, G2 5AD

Registered in Scotland No. SC190287



## We're here to help

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### **ScottishPower Retail Holdings Limited**

Registered Office: 320 St Vincent Street,  
Glasgow G2 5AD

Registered in Scotland No. SC389556.

VAT No: GB659 3720 08

### **ScottishPower Energy Retail Limited**

Registered Office: 320 St Vincent Street,  
Glasgow G2 5AD

Registered in Scotland No.

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[www.scottishpower.co.uk](http://www.scottishpower.co.uk)



# SCOTTISHPOWER