



ScottishPower “Power Saver Plus”: Terms & Conditions

1. Introduction

These terms and conditions (“**Terms**”) govern ScottishPower’s Power Saver Plus Service (the “**Service**”) run by ScottishPower Energy Retail Limited, a company registered in Scotland (Company number: SC190287) and having its registered address at 320 St. Vincent Street, Glasgow, Scotland, G2 5AD (“**ScottishPower**”).

By using the Service, you agree to be bound by these Terms and the decision(s) of ScottishPower, which are final and binding in all matters relating to the Service.

Use of any aspect of the Service constitutes acceptance of these Terms.

Under these Terms, “**Participant**”, “you” or “your” refers to a ScottishPower customer who chooses to sign up to the Service.

2. The Service Period

The Service does not have a definitive end date. ScottishPower may, at any time in its sole discretion, withdraw or suspend the Service following no less than two weeks’ written advance notice.

3. Service Details

The Service shall include Events (“**Events**”) whereby Participants may be: (a) encouraged by ScottishPower to use less electricity at peak times, which is normally between 1600 – 1900, Monday – Friday (subject to ScottishPower variation from time to time); and/or (b) shift electricity use to specified off-peak times. For each Event, Participants will be rewarded a £/kWh Reward (“**Reward**”) for the variance in kWh consumption for actual electricity use during an Event when compared to the Participant’s normal use. Rewards are not fixed and may vary for each Event (see paragraph 6, Payments and Rewards).

Events shall include, but are not limited to:

- (i) Events that form part of the National Energy System Operator’s (“**NESO**”) Demand Flexibility Service (“**NESO’s DFS Events**”);
- (ii) Events that form part of a flexibility service run by certain local Distribution Network Operators (“**DNO Events**”); and
- (iii) Events run by ScottishPower (“**ScottishPower Events**”).

There are no guaranteed minimum number of Events available to Participants, and it is at ScottishPower’s sole discretion which Events are offered to Participants. Participants may not be invited to participate the same Events due to different eligibility criteria, e.g. geographic location.

Events may be called at any time in the sole discretion of ScottishPower. ScottishPower will communicate Event details to Participants via App notification, and Participants must explicitly

opt in to Events to qualify for applicable Rewards (see section 6, Payments and Rewards). Participants shall not be not obligated to opt in to Events, and may opt in at their discretion.

Although communications may be via email, ScottishPower reserves the right to determine in its sole discretion the most appropriate digital method of communication for information pertinent to the Service, including communications via the ScottishPower app (the “App”).

4. Eligibility

Subject to the Exclusions at paragraph 5, the Service is only available to ScottishPower customers who:

- a) are legal residents of Great Britain (excluding Northern Ireland) and aged 18 years or over;
- b) have electricity supplied by ScottishPower;
- c) have a “Communicating” electricity smart meter, meaning any electricity smart meter which is sending accurate half hourly meter readings on a regular basis without any persistent issues;
- d) have an online account with ScottishPower;
- e) consent to ScottishPower collecting electricity smart meter reading data every half-hour;
- f) have signed up to, and are eligible for, ScottishPower’s ‘Power Saver’ service; and
- g) are not already using the National Energy System Operator’s (“**NESO**”) ‘Demand Flexibility Service’ (“**DFS**”) with another energy provider that is not ScottishPower.

By signing up to Power Saver Plus, Participants are confirming that ScottishPower shall be the only party to manage their flexibility services as part of NESO’s DFS and Distribution Network Operator (“**DNO**”) Events, and that they have not appointed any other party to manage these services on their behalf.

5. Exclusions

The Service is not available to ScottishPower customers who:

- a) have Prepayment meters,
- b) have two or more Meter Point Administration Numbers associated to their property or electricity meter (“related MPANs” or “Related Metering Points”); or
- c) have outstanding, unpaid, or overdue charges that are payable to ScottishPower.

A Participant shall no longer be eligible to use the Service in the event that, at any time:

- a) a Participant switches energy supplier in accordance with the applicable terms;
- b) a Participant moves home unless such Participant signs up under the details of their new address (subject to eligibility); or
- c) ScottishPower deems in its sole discretion that a Participant’s smart meter is non-Communicating, meaning a smart meter which:

- (i) Is not sending accurate half hourly meter readings on a regular basis or during event times;
- (ii) has no communication with ScottishPower for 10 consecutive working days;
- (iii) has lost smart functionality; or
- (iv) ceases to communicate with ScottishPower entirely.

If for any reason Participants do not receive an App communication for an Event and do not therefore opt-in to the Event, they will not be eligible to participate in the Event or for the Reward.

ScottishPower reserves the right to verify the eligibility of all Participants on an ongoing basis. If at any point ScottishPower deems that a Participant is no longer eligible, ScottishPower reserves the right to remove them from the Service. ScottishPower will monitor the Events and may remove Participants from the Service if ScottishPower reasonably believes that any Participant has abused the Service in breach of these Terms or fraudulently claimed any Rewards. In the event of suspected fraud, abuse, misuse, or breach of these Terms, ScottishPower reserves the right to:

- a) cancel, withdraw, or reclaim any rewards made to Participants under the Service;
- b) end or suspend the Service; and/or
- c) stop Participants from participating in the Service.

For the avoidance of doubt, this Service only applies to the supply of electricity to Participants and does not apply to the supply of gas.

6. Payments & Rewards

When Participants are asked during an Event to reduce electricity use at on-peak times, Participants will be rewarded for each kWh they reduce their electricity usage by during an Event compared to a baseline of their usual consumption ("**Baseline**").

When Participants are asked during an Event to shift electricity use to off-peak times, Participants will be rewarded for the variance in electricity use between their actual Event, which may include comparing usage to a Baseline or using another reasonable method appropriate to the Event.

The Baseline is specific to each Participant's usage and is calculated using smart meter data in accordance with the relevant industry acknowledged methodology.

Each Event may have a different £/kWh value as a Reward.

Once ScottishPower has calculated the electricity used by the Participants during each Event and calculated the variance in usage compared to the Baseline, any applicable Reward will be calculated and will be applied as a credit ("**Credit**") to the Participant's next electricity bill. The credit applied will exclude VAT. Credit earned by Participants will be itemised as 'Power Saver credit' on the relevant Participant's bill or statement issued after the billing period in which the Event occurred.

It may take up to a week for a Participant's electricity use to be calculated, depending on when ScottishPower receive smart meter readings. Where a Participant's smart meter does not communicate during an Event, no Credit shall be payable.

Any due Credit(s) cannot be substituted for another compensation, such as cash value, nor transferred to another account holder.

7. Your Personal Data

ScottishPower will use each Participant's personal data to administer the Service, including keeping each Participant informed with news and updates relating to the Service.

To deliver the Service, ScottishPower uses Equiwatt Limited, a company registered in England and Wales with company number 09871368 and with its registered office at Proto: The Emerging Technology Centre, Abbott's Hill, Gateshead, Tyne and Wear, England, NE8 3DF ("**Equiwatt**") to register Participants with the NESO and DNO and bid in flexibility markets in order to provide Events to Participants.

For Participants to participate in NESO's DFS, Equiwatt will need to share Participant Meter Point Administration Number ("MPAN"), half hourly data and Baseline data with the NESO for the purposes of registering Participants and calculating the Rewards.

In order to participate in DNO Events, Equiwatt will need to share Participant MPAN, half hourly data and Baseline data with the relevant DNO for the purposes of registering Participants and calculating the Rewards.

ScottishPower remains the data controller of your personal data for the purposes of applicable data protection legislation, and contractually requires Equiwatt to meet the same data protection standards that apply to ScottishPower To find out more about how we manage and protect your personal data, and your data protection rights, please visit scottishpower.co.uk/privacy.

8. General

ScottishPower, its agents or distributors will not in any circumstances be responsible or liable to compensate any Participant or customer or accept any responsibility or liability for any damage, loss, liability, personal injury, or disappointment incurred or suffered by any Participant or customer in connection with this Service except to the extent which any applicable law prohibits any exclusion of liability or responsibility.

ScottishPower reserves the right to amend these Terms at any point following advance written notice and the decision of ScottishPower will be final in the event of any dispute regarding any aspect of these Terms.

ScottishPower reserves the right to refuse use of the Service or refuse to Reward anyone that is in breach of these Terms.

ScottishPower is not responsible for any technical issues or delays that may impede use of the Service.

In the event of fraud, abuse, or violations of these Terms, ScottishPower reserves the right to take appropriate actions, including the revocation of the discounts/Rewards and reporting to relevant authorities.

These Terms shall be governed by Scots law and shall be subject to the exclusive jurisdiction of the courts of Scotland.