

ScottishPower Electricity General Terms and Conditions (Deemed Contract) for Micro Business Customers



SCOTTISHPOWER

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:

Act

The Electricity **Act** 1989 as amended from time to time;

Affiliate

In relation to **us**, means any holding company or subsidiary or subsidiary undertaking of a holding company of **us**, in each case within the meaning of the Companies Act 2006 (as amended or reenacted from time to time);

Authority

The Gas and Electricity Markets Authority;

BSC Company

The meaning given to that expression in the **BSC** (the “Balancing and Settlement Code”);

Connection Point

The point at which the **Premises** are connected to the **Distributor’s System**;

Deemed Contract

The contract deemed to be made by us with you;

Disconnect/disconnection/disconnected

To stop electricity passing from the **Distributor’s System** to the **Equipment** at the **Premises**;

Distributor

The electricity **distributor** that operates and/or owns the electricity distribution network connected to the **Connection Point** through which electricity is conveyed to the **Premises**;

Distributor’s System

The **system** for the distribution of electricity operated and/or owned by the **Distributor**;

Economic Loss

Loss of profits, revenues, interest, business, goodwill or commercial, market or economic opportunity, whether direct or indirect and whether or not foreseeable;

Electricity Supplier

A person authorised to supply electricity under the **Act**;

Equipment

The lines carrying, and the **equipment** using, electricity in the **Premises**;

Green Deal Bill Payer

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

Green Deal Charges

Means a payment required to be made under a **Green Deal Plan** by a **Green Deal Bill Payer**;

Green Deal Plan

Is an arrangement for making energy efficiency improvements to the **Premises** that meets the requirements of Section 1(3) of the Energy Act 2011 (as amended or re-enacted from time to time);

Green Deal Premises

Is a **Premises** at which Green Deal Charges are owed to a Green Deal Provider;

Green Deal Provider

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 (as amended or re-enacted from time to time);

High Voltage

Any voltage exceeding **Low Voltage** but not exceeding 22,000 volts with any variations of voltage allowed by the **Regulations**;

Licence

The electricity supply **licence** granted to **us** under the **Act**;

Low Voltage

In relation to alternating current, a voltage exceeding 50 volts but not exceeding 1,000 volts, in each case measured between the phase conductors taking the square root of the mean of the squares of the instantaneous values of a voltage during a complete cycle;

National Terms of Connection

The **Distributor's** national terms of connection, reference to which is printed after the end of these terms and conditions;

Premises

The property at which **we** make a supply of electricity;

Regulations

The Electricity Safety, Quality and Continuity **Regulations** 2002 as amended or replaced from time to time;

Taxes

VAT and any other tax, levy, charge or duty related to, or on, the supply of electricity and in addition includes any such VAT and others as **we** have to pay to those who distribute or transmit electricity for **us**;

we, us, our

ScottishPower Energy Retail Limited having its registered office at 320 St. Vincent Street, Glasgow G2 5AD;

you, your, customer

The customer with whom the **Deemed Contract** is to be made pursuant to paragraph 3 of Schedule 6 of the **Act**; and references to "**BSC**", "Distribution Code" and "Grid Code" shall each have the meaning being given to it in the **Licence**.

2. Supply and premises

- 2.1 Throughout the period of the **Deemed Contract**, **you** will be the owner or occupier 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 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 the **Premises**, this **Deemed Contract** shall be superseded and replaced in its entirety by such contract from the effective date of the same.

3. Equipment

- 3.1 The quantity of electricity supplied to the **Connection Point** shall be measured by the meter(s).
- 3.2 **You** will allow the **Distributor** or any other person authorised by the **Distributor** or **us** at its expense to install, operate, maintain, repair or replace any of the **Distributor's System** on the **Distributor's** side of the meter(s), all of which shall remain the property of the **Distributor** or such authorised person.
- 3.3 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 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 the **Premises** to remain in place.
- 3.7 For the carrying out of any of the additional work which **you** may ask **us**, or **we** may have, to carry out and/or in connection with any attempt to **disconnect** or re-connect **your** supply, **we** may charge **you**, and **you** will pay, reasonable charges.

4. Safety and emergencies

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

- 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

- 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** if **you** cease to either own or occupy the **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.

5.3 Subject to Condition 5.4, if **you** cease to own or occupy the **Premises** without giving **us** at least 2 working days' notice the **Deemed Contract** will end 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 **Premises**; or

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

5.3.3 the next day after **you** have vacated the **Premises** on 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 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

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**. Any change which is approved will be announced in at least 3 daily newspapers and will take effect from the date stated in those announcements.
- 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**. Such provisions 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.
- 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

- 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 the **Premises** or Green Deal Charges then **we** will be entitled to recover from **you** the amount of those overdue 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 supplier who has, or other suppliers who have, commenced the supply of electricity to **you** at the **Premises**.
- 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 Agreement, that new supplier shall be entitled to recover any unpaid Green Deal Charges from **you**.
- 7.4 Where the Deemed Contract has arisen due to a Last Resort Supply Direction having been made in our favour, and where we have committed to do so, any credit balance(s) owed for the

supply of electricity and/or gas to customers that the Direction applies to will be credited to your ScottishPower account or otherwise provided to you under the Deemed Contract.

8. Access, payment and equipment

- 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 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 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.
- 8.3 In addition to the price and/or any charge (including Green Deal Charges, where applicable), **you** will pay any Taxes other than any tax payable by **us** on our income or profits. **You** will also pay such additional reasonable charges as may be levied by **us** or upon **us** by the **BSC** Company or its agent or the **Distributor** or a meter operator or data collector or others arising from or in respect of the **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 any one of our **premises** which has facilities for receiving such payments, 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 **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 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 **Premises** and any other relevant factors. The provisions of Conditions 3.1 and 8.8 shall be without prejudice to our rights under 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.
- 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), should **we** accept such payment that does not mean that **we** agree to that payment being full and final settlement of the amount due. **You** agree that:
- 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 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. 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; and
 - **You** will pay **us** in accordance with that alternative cash payment option at the price that applies which will be more expensive
- 8.20 **We** will not send **you** a bill for (or try to recover by **your** payment method, such as through a prepayment meter) 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:
 - **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);
 - **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
 - **we** have previously sent **you** a bill or tried to recover the same charges from **you** in line with this Condition 8.20.

9. The Green Deal

- 9.1 This Condition 9 shall apply if and for so long as 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 **Premises** under the **Deemed Contract** came into force.
- 9.5 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 **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 **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 Agreement 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.

10. General

- 10.1 So long as events or circumstances outside our or **your** reasonable control prevent either **us** or **you** from complying with any of our or **your** respective obligations under the **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 the **Premises** or **us** for the attention of the Contracts Team, Business Sales, 320 St. Vincent Street, Glasgow 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 of all 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 The termination or expiry of the **Deemed Contract** shall be without prejudice to the rights of either party which have accrued prior to termination or expiry. Clauses that are expressed to survive or which are by implication intended to survive termination or expiry the Deemed Contract shall so survive.
- 10.9 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.
- 10.10 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 the **Premises** are in England and Wales and
 - (b) in accordance with Scots law, and **you** and **we** shall submit to the exclusive jurisdiction of the Scottish courts, if the **Premises** are in Scotland.

11. Continuing obligations

The ending 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. Limitations of liability

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, provided that our total liability in respect of all claims for such loss or damage, save for that occurring through death, personal injury or fraudulent misrepresentation, arising in any one calendar year shall not exceed ten £100,000.

13. Use of your personal information

- 13.1 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.
- 13.2 You can see our privacy information notice on our website at scottishpower.co.uk/privacy or you can ask for a copy at any time by contacting us.
- 13.3 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, members or partners.
- 13.4 If you are a director or a member of a limited liability partnership, 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 registers of directors' and members' 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.

National Terms of Connection

Your supplier is acting on behalf of **your** network operator to make an agreement with **you**. The agreement is that **you** and **your** network operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that **you** enter into this contract and it affects your legal rights. The NTC is a legal agreement.

It sets out rights and duties in relation to the connection at which **your** network operator delivers electricity to, or accepts electricity from, **your** home or business. If **you** want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF: telephone 0207 706 5137, or see the website at www.connectionterms.org.uk

For information: supply characteristics

The electricity delivered to the **Premises** through the electricity distribution network **system** will normally be at one of the voltages stated below and will have the frequency, number of phases, and margins of variation associated with it:

- Connection voltage and permitted variations: at 400/230, 460/230 and 230 volts – plus 10% or minus 6%.
- Number of phases of supply: at 400/230 volts – three; at 460/230 volts and 230 volts – one.
- Frequency of supply and permitted variations: at all voltage levels – 50 hertz, plus or minus 1%.



SCOTTISHPOWER

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