

# ScottishPower Gas General Terms and Conditions (Standard Variable) for Micro Business Customers



SCOTTISHPOWER



## 1. MEANINGS

The words listed below have the following meanings in these terms and conditions and in the Application Form or Verbal Agreement and Letter (as applicable):

### **Act**

the Gas Act 1986 as amended from time to time;

### **Agreement**

the Application Form completed by you as accepted by us or the Verbal Agreement (as applicable);

### **Applicable Date**

The day on which you have provided us or our representatives with sufficient information to conduct a switch and would reasonably expect a switch to take place without further action on your part, having first entered into a contract with us. If you have entered into a contract with us after 5pm on a working day, then the earliest Applicable Date will be the next working day;

### **Application Form**

the application, incorporating some or all of these terms and conditions, made by you to us in writing for a supply of gas at the Premises or the Online Application (as applicable);

### **Authority**

the Gas and Electricity Markets Authority;

### **disconnect**

to stop gas passing from the mains gas pipe-line system to the Equipment at the Premises;

### **Equipment**

the meter(s) and pipes carrying, and the other apparatus using, gas in the Premises;

### **Gas Supplier**

a person authorised to supply mains gas under the Act;

### **Letter**

the written letter from us to you which records and details the agreement between us and you in the Verbal Agreement;

### **Licence**

the gas supply licence granted to us under the Act;

### **Online Application**

the application, incorporating some or all of these terms and conditions, made by you to us over the Internet, our Intranet and/or digital television for a supply of gas at the Premises;

### **Online Energy Service**

the administrative and information service detailed in the Online Application as the "Online Energy Service" and/or such other administrative and information services as may be provided by us to you over the Internet, our Intranet and/or digital television in respect of a supply of gas at the Premises and specified by us to you at any time and from time to time;

### **Premises**

in respect of an Application Form the property identified in the Application Form as the "premises" or in respect of a

Verbal Agreement the property identified in the Letter as the "premises";

### **Supply Permissions**

all authorisations and/or registrations required under the Act to enable us (or, where applicable) another Gas Supplier to provide a supply of gas to you at the Premises;

### **Taxes**

VAT and any other tax, levy, charge or duty related to, or on, the supply of gas and/or the provision of the Online Energy Service, and in addition includes any such VAT and others payable to our gas suppliers and transporters;

### **Transporter**

Transco plc or such other gas transporter as we may notify you.

### **Verbal Agreement**

the verbal agreement, incorporating some or all of these terms and conditions, between us and you for a supply of gas at the Premises as recorded and detailed in the Letter;

### **we, us, our**

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

### **you, your, the customer**

in respect of an Application Form the person identified in the Application Form as the "customer" or in respect of a Verbal Agreement the person identified in the Letter as the "customer";

## 2. PRECONDITIONS AND SUPPLY

- 2.1 In the event that the Premises have not been registered for supply by us by the supply start date specified in the Application Form or as recorded and detailed in the Letter (whichever is applicable) for reasons which are not solely due to our negligent act or omission, we shall not be liable to you in any way or circumstance whatsoever.
- 2.2 Notwithstanding the other provisions in the Agreement, the Agreement shall come into force in relation to the supply of gas only once you have given to us such information and taken such action required of you in order to enable us to obtain, and we have obtained the Supply Permissions. If we have not been able to obtain all of the Supply Permissions within 3 months of the date of the Application Form or Verbal Agreement (as applicable), we may terminate the Agreement in relation to the supply of gas without any liability by giving notice to you in writing or in respect of an Agreement including the provision of the Online Energy Service by e-mail.
- 2.3 We shall complete the transfer, using the relevant supply industry processes, of the mains gas supply to the Premises from your existing Gas Supplier to us as soon as reasonably practicable, and in any event, within 5 working days of the Applicable Date, but that is subject to the following qualifications:-
  - (i) you request us to carry out the transfer within

a longer period;

- (ii) the existing Gas Supplier has prevented the transfer in a way in which it is permitted to do under its gas supply licence; or
- (iii) we are prevented from completing the transfer due to any other circumstances caused by you.

In any event we shall complete the transfer within 5 working days of the date on which the applicable qualification(s) of Condition no longer apply to the transfer.

- 2.4 Throughout the period of the Agreement you will be the owner or occupier of the Premises, which will be connected to the mains gas pipe-line system.
- 2.5 It is your responsibility to check and take into consideration your other gas supply contract(s) (if any) and you shall arrange for any termination of such contract(s) as may be required in order to allow the Agreement to come into force. We shall not incur any liability of any kind whatsoever to you arising from such contract(s), other than to the extent that you are entitled to recover compensation from us under the Agreement.
- 2.6 If a Gas Supplier other than us tries to obtain the Supply Permissions, we shall be entitled to object to such a Gas Supplier obtaining the Supply Permissions for so long as you
- (a) do not pay charges for the supply of gas to the Premises which are due to us and have been demanded; and/or
  - (b) are bound by the provisions of the Agreement which will neither end nor be terminated on or before the date of a proposed transfer to that other Gas Supplier; and/or
  - (c) you inform us that you have not entered into a contract with that other Energy Supplier and ask us to prevent the proposed transfer to that Gas Supplier.
- 2.7 You undertake that during the period of the Agreement you will not consume gas in excess of 146,500kWh:-
- (a) in each year; or
  - (b) the apportioned part of 146,500kWh where a period of the Agreement is less than one year.

### **3. EQUIPMENT**

- 3.1 The quantity of gas supplied in energy terms shall be calculated in the manner described in the Licence, details of which are available from us.

- 3.2 You will allow the Transporter or any other authorised person at its expense to install, operate, maintain, repair or replace any Equipment upstream of, but including, the meter(s), all of which shall remain the property of the Transporter or such authorised person.
- 3.3 You will pay the costs of any provision and/or installation of any mains, pipes or other plant or equipment which require to be installed, replaced, enlarged, extended or renewed in order to allow you to receive the supply of mains gas you require at the Premises.
- 3.4 As and 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 Transporter) and/or make your own meter reading arrangements, that meter or those meters and/or the meter reading arrangements must be acceptable to us.
- 3.5 If you exercise your rights under Condition 3.4, 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 gas consumed at the Premises or otherwise in connection with the supply of gas 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.
- 3.6 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.
- 3.7 Where, as a result of you having breached Condition 2.7 above
- (i) we are required under the gas supply industry's requirements and/or
  - (ii) we, acting reasonably, consider it necessary to do so, shall carry out any work to Equipment, including but not limited to alterations, renewals and/or replacements, so as to enable us to remedy such breach by you. We will charge you and you will pay our reasonable charges for carrying out that work.

### **4. SAFETY AND EMERGENCIES**

- 4.1 You will not use gas in a way which is likely to create any risk to the health or safety of any person or risk of damage to property or affect the supply of gas to other consumers.

4.2 If you suspect an escape of gas, or damage to any Equipment which might result in the escape of gas, you must notify the Transporter immediately. The telephone number is 0800 111 999. We will notify you if the telephone number changes.

4.3 If we are given a direction under any statutory enactment or regulation prohibiting or restricting the supply of gas to specified persons, then for so long as the direction is in force and so far as is necessary or expedient for the purposes of or in connection with the direction:

- we shall be entitled to discontinue or restrict the supply of gas to you, and
- you will refrain from using, or will restrict your use of, gas as required by our instructions.

4.4 For the duration of a pipe-line system emergency:

- we shall be entitled at the request of the Transporter, or any shipper, to discontinue the supply of gas to the Premises, and
- you shall use your best endeavours to refrain from using gas immediately upon being told by us or the Transporter that you should do so.

4.5 We will not have to supply the Premises with more gas than can be supplied safely and in accordance with the Act to the Premises.

## 5. TERMINATION OF AGREEMENT

5.1 This Agreement will terminate if:

- (a) another Gas Supplier has obtained the Supply Permissions and commences a supply of gas to the Premises; or
- (b) the Premises are disconnected because you have ceased to require a supply of gas to the Premises,

provided in each case that no charges for the supply of gas to the Premises which are due to us and have been demanded remain outstanding. If you give us notice under Condition 5.1(a), you accept that the Agreement shall continue in full force and effect until the Premises have been registered in terms of the gas supply industry requirements (as amended from time to time) for a supply from another supplier.

5.2 You may terminate the Agreement if you cease to either own or occupy the Premises and you give us reasonable notice prior to so ceasing.

5.3 If you cease to own or occupy the Premises without giving us at least 2 working days' notice the Agreement will terminate on whichever of the following occurs sooner:

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

- a new owner or occupier enters into a contract for the supply of gas to the Premises, or
- the next day after you have vacated the Premises on which the meter(s) is or are due to be read.

5.4 We may terminate the Agreement and/or disconnect your supply of gas at any time on giving 28 days' notice of such termination of the Agreement, or at any time on giving you notice to that effect:

- if you fail to pay any amount due to us by the date upon which such amount was due, or
- if you are using gas for a different purpose than that for which we agreed to supply it, or
- if you become insolvent or go into liquidation, receivership or administration or compound with your creditors, or
- if you commit a material breach of the Agreement, and in each case the Agreement will terminate and/or we may disconnect your supply upon the expiry of such notice.

5.5 The Agreement may be terminated 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.

5.6 If you take any gas at the Premises after the termination of the Agreement, without entering into an alternative gas supply contract in respect of the Premises, we will be entitled to charge you, and upon demand you will immediately pay to us, the price for such gas taken plus a reasonable surcharge until another supplier of gas has obtained all authorisations or registrations required under the Act to enable that supplier of gas to provide, or we under another arrangement commence, a supply of gas to the Premises.

5.7 Where relevant, the postal and email addresses for any Notice from you under condition 5 SME Contracts Manager, ScottishPower, Business Sales, 320 St. Vincent Street, Glasgow G2 5AD and [contactus@scottishpower.com](mailto:contactus@scottishpower.com)

## 6. TRANSFER OF CHARGES

If we have made any payment to your previous supplier(s) of gas in respect of overdue charges for the supply of gas to you at the Premises 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.

## 7. ACCESS, PAYMENT AND EQUIPMENT

- 7.1 You will allow the Transporter or other persons authorised by us full, free and safe rights of access to the Premises at all times if the Transporter or we think it is necessary to cut off and/or disconnect the supply of gas to avoid danger to life or property and at all reasonable times for any other purpose authorised by the Act.
- 7.2 We will bill you (by issuing a valid VAT invoice) and you will pay us the full amount of the charges calculated:
- (a) in accordance with the payment option chosen, and at the price applying to that payment option as specified, by you in the Application Form, or
  - (b) in accordance with the payment option, and at the price applying to that payment option, as specified in the Verbal Agreement and recorded and detailed in the Letter, or
  - (c) in accordance with such method and at such other price as we may otherwise agree with you. If you pay to us at any time an amount which is less than the amount due we may apportion that payment as we decide.
- 7.3.1 In addition to the price and/or any charge, you will pay any Taxes other than any tax payable by us on our income or profits.
- 7.3.2 When you fail to make a payment at any time or from time to time under the terms of the payment option agreed between you and us, we will be entitled to replace that payment option with an alternative payment option, and you will pay us in accordance with that alternative payment option, at the price applicable to that alternative payment option, as specified by us to you at that time.
- 7.4 If information on the quantity of gas 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.
- 7.5 When the payment option chosen by you in the Application Form or specified in the Verbal Agreement and recorded and detailed in the Letter (as applicable) does not require you to pay by direct debit, you will pay to us the full amount of the charges referred to in Condition 7.2 and/or Condition 8.6 (as applicable) together with any Taxes, within 7 days of the date of the bill,
- (a) in respect of an Agreement other than an Agreement including the provision of the Online Energy Service, by post with a cheque or postal order or at a bank, the Girobank, or by cash at a post office or
  - (b) in respect of an Agreement including the provision of the Online Energy Service, over the Internet and or digital television by debit card or as otherwise agreed between us and you.
- 7.6 You will pay to us such reasonable deposit by way of security as we, consistent with the Licence, may at any time request, and if we make such a request prior to the commencement of the supply of gas under the Agreement, such supply will not start until such deposit has been provided. Any such deposit will be held by us in accordance with the requirements of the Licence.
- 7.7 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.
- 7.8 The reading shown on the register of the meter(s) shall be regarded as prima facie evidence of the amount of gas supplied to the Premises. However, if either we or you dispute the accuracy of the meter(s), arrangements shall be made for it or them 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.
- 7.9 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.
- 7.10 You must take reasonable care to keep the meter(s) measuring the supply of gas to the Premises free from damage or interference. If you do not you must pay us for the reasonable costs:
- paid or incurred by us to repair or replace it or them; or
  - 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).
- 7.11 If any charges are outstanding from the date of the first reminder we can charge you interest from the date payment was due at the annual rate of 4% above the base lending rate of The Royal Bank of Scotland plc from time to time (or its equivalent if a base lending rate is not quoted by The Royal Bank of Scotland plc) on these charges.
- 7.12 If you are a company incorporated under the Companies Acts, in consideration of our provision of the supply of gas under the Agreement, the director of yours who signs the Agreement on your behalf guarantees and undertakes to us that he or she shall irrevocably and unconditionally be jointly and severally liable for any and all payments due by you to us under the Agreement, should you not pay any or all such payments when due under the

Agreement. All such payments due by that director to us shall be made immediately on demand as if he or she were you, without deduction, withholding or set-off whatsoever.

- 7.13 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

- 7.14 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 gas to you unless the charges relate to:

- (a) gas 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 gas 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 gas you have used due to your obstructive or clearly unreasonable behaviour (for example, if you have stolen gas 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 and/or gas; or
  - we have previously sent you a bill or tried to recover the same charges from you in line with this Condition 7.14.

## 8. GENERAL

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

### 8.2 Notices under the Agreement

- (a) shall be in writing and shall be delivered by hand or post to you at the address of the customer on the Application Form or specified in the Verbal Agreement and recorded and detailed in the Letter (as the case may be) or us for the attention of the Contracts Team, Business Sales, ScottishPower Energy Retail Ltd, 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 or
- (b) in respect of an Agreement including the provision of the Online Energy Service where notice can be given by e-mail, may alternatively be sent to us or you at the e-mail address given for us or you in the Agreement or such other e-mail address notified to us or you for this purpose.

- 8.3 We may assign and transfer any or all of our whole rights and obligations under and in terms of the Agreement (including any monies payable to us) to another party provided they have obtained all the licences and approvals from the Authority or other regulatory authorities necessary for them to supply gas to you at the Premises. That party will thus acquire the rights and assume the obligations as if it had been the original party to the Agreement with you. We will be released from all of our obligations under the Agreement so assigned and transferred, and, from then on, your dealings will be with that party in respect of the rights and obligations assigned and transferred. You cannot assign or transfer any of your rights or obligations under the Agreement without first of all obtaining our consent in writing or in respect of an Agreement including the provision of the Online Energy Service by e-mail.

- 8.4 If we are required by any court, competent authority or the Authority to amend the Agreement, 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 and will notify you of the changes.

### 8.5 In respect of a Verbal Agreement

- (a) the details recorded in the Letter shall be conclusive as to the terms of the Verbal Agreement,
- (b) you confirm that the information given by you in the Verbal Agreement as recorded and detailed in the Letter is complete and correct and
- (c) you accept that the supply of gas will start as soon as is practicable after the date of the Verbal Agreement.



8.6 In respect of an Agreement including the provision of the Online Energy Service:

- to use the Online Energy Service, you must at your own cost and expense provide a suitable personal computer and modem and any other hardware and software necessary to enable you to access the Online Energy Service at any time or from time to time;
- you must provide us with an up to date e-mail address at all times;
- you will be required to enter a username and a password in order to gain access to the Online Energy Service. You are solely responsible for maintaining the security of your username and password;
- you must follow the rules for the use of the Online Energy Service detailed on our web site at any time and from time to time. Should you not do so, we shall be entitled to charge you the reasonable charge for each instance of your not following a rule specified on our web site at that time;
- you or we may at any time withdraw from the Agreement in relation to the Online Energy Service by giving notice to that effect to the other and the Agreement will continue in full force and effect in relation to an Agreement not including the provision of the Online Energy Service;
- we can suspend any or all of the Online Energy Service at any time and from time to time for such period as we in our sole discretion consider necessary to allow us to inspect, maintain, renew, repair or revise our web site;
- in performing the Online Energy Service our obligation is only to exercise the reasonable care and skill which would be exercised by a competent provider of such services in the same circumstances.

8.7 Nothing in the Agreement 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.

8.8 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 Agreement.

8.9 The Agreement shall be construed and implemented in accordance with English law if the Premises are in England and Wales and in accordance with Scots law if the Premises are in Scotland.

## 9. SURVIVAL ON TERMINATION

Termination of the Agreement shall not affect any of your or our rights, remedies or obligations which may have arisen prior to such termination and shall not affect any rights, remedies or obligations of either you or us which either expressly or by implication in the Agreement are stated to continue after such termination.

## 10. LIMITATION OF LIABILITY

If we fail to comply with any term of the Agreement, or are negligent, you may be entitled under the general law to recover compensation from us for any loss you have suffered. However, we will not be required to compensate you for loss caused by anything beyond our reasonable control, or for any indirect, consequential, economic or financial loss (including losses of revenue, profit or opportunity, wasted expenses or loss of contract or goodwill), other than where you are entitled to recover compensation for such loss 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 arising in any one calendar year shall not exceed £100,000.

## 11. USE OF YOUR PERSONAL INFORMATION

11.1 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.

11.2 You can see our privacy information notice on our website at [scottishpower.co.uk/privacy](https://scottishpower.co.uk/privacy) or you can ask for a copy at any time by contacting us.

11.3 For the purposes of this Condition 11 only, the definition of 'you', 'your', and 'customer' is extended to include all or any of your directors, members or partners.

11.4 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.

11.5 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.

11.6 This Condition 11, and our privacy information notice, relate only to our use of your personal information as defined in the Data Protection Laws.







ScottishPower Energy Retail Ltd  
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Registered in Scotland No. SC190287. Vat No. GB 659 3720 08  
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