

# ScottishPower For Business Gas General Terms and Conditions



SCOTTISHPOWER

## 1. GENERAL TERMS AND CONDITIONS

1.1 The following definitions apply in these general terms and conditions:

### **Act**

the Gas Act 1986 as amended or replaced from time to time and any regulations or orders made under it;

### **Agreement**

the contract between you and us incorporating these general terms and conditions relating to the supply of gas to your Premises;

### **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**

has the meaning provided in Condition 1.2;

### **Application Form**

the application made by you to us in writing to enter into an Agreement for a supply of gas at the Premises (including by Online Application);

### **Authority**

the Gas and Electricity Markets Authority established by section 1(1) of the Utilities Act 2000 and includes Ofgem (and its successors);

### **Authorised Representative**

the individual authorised to enter into the Agreement on behalf of the customer;

### **Charges**

includes all costs, expenses and charges due by the customer in terms of the Tariff and agreed payment plan;

### **Data Protection Laws**

has the meaning described in Condition 11;

### **Disconnect**

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

### **Earliest Termination Date**

the date which is the last day of the fixed term period applying under the Agreement, or such other date agreed between us and you from time to time as a replacement for such date;

### **Equipment**

the meter(s), valves, pressure regulators and pipes and the other apparatus used to transport, measure and control the supply of gas to the Premises;

### **Gas Supplier**

an organisation (other than ScottishPower Energy Retail Limited) licenced to supply mains gas under the Act;

### **Industry Regulations**

the gas supply licence granted by Ofgem under the Act which allows us to supply gas to the Premises together with all other laws, regulations and industry documents, guidance or directions relating to the supply of mains natural gas;

### **Insolvency Event**

the occurrence of one or more of the following events in relation to the customer:

- (a) the customer (being a company or limited liability partnership (LLP)) becomes insolvent or subject to administration; or a petition is presented or an order is made or a meeting is convened to consider a resolution, or a resolution is passed, for its liquidation, winding-up or dissolution or an administration application is made or notice of an intention to appoint an administrator is served in respect of the customer (otherwise, in each case, than for the purpose of a bona fide solvent amalgamation or reconstruction);
- (b) the customer makes any composition, scheme or arrangement with (or assignment for the benefit of) its creditors or a voluntary arrangement is made in accordance with Part 1 of the Insolvency Act 1986;
- (c) a trustee, receiver, administrative receiver or manager is appointed over all or part of the customer's business, property or assets;
- (d) for the purposes of Section 123 of the Insolvency Act 1986 the customer is deemed unable to pay its debts; and/or
- (e) if the customer is an individual or a partnership, that individual or partnership, or any of its partners, is sequestrated or becomes apparently insolvent or makes any composition, scheme or arrangement with, or grants any trust deed or any assignment for the benefit of, its creditors;

### **Metering equipment**

The meter (which may be a Smart Meter where applicable) and all other equipment and systems that are used to measure the amount of gas that is used at the Premises, together with any other items that we provide or make available in connection with supplying gas to you;

### **Ofgem**

The Office of the Gas and Electricity Markets (or its successor body), who regulates the gas and electricity supply markets in Great Britain;

### **Online Application**

an application made via the online application form on our website ([scottishpower.co.uk](http://scottishpower.co.uk));

### **Premises**

the property (of which the customer is the owner/ occupier) as identified in the Application Form and/or the Tariff Confirmation Letter as the "premises" to which gas is to be supplied under the Agreement;

### **Reconnect**

to reconnect the supply of mains gas to the Premises;

#### **Smart Display**

The display (including any compatible mobile app) that is wirelessly linked to the Smart Meter and provides information on your gas use and its cost;

#### **Smart Meter**

A meter installed at the Premises that we can communicate with and read remotely, without needing to visit the Premises;

#### **Supply Permissions**

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

#### **Supply Start Date**

the date we notify to you as the date on which we aim to start supplying gas to you;

#### **Tariff**

the tariff applying to the supply of gas to the Premises for the agreed fixed term period, as selected by you in your Application (and confirmed in your Tariff Confirmation Letter);

#### **Tariff Confirmation Letter**

the letter we send to you which outlines the details of your Agreement including the applicable Tariff, Charges and Supply Start Date;

#### **Taxes**

VAT and any other tax, levy, charge or duty related to, or on, the supply of gas and in addition includes any such VAT and other tax, levy, charge or duty payable to our gas suppliers and Transporters;

#### **Termination Date**

the effective date of termination set out in a notice of termination that is given by you or us in accordance with the terms of the Agreement

#### **Transporter**

the licensed operator of the transportation system through which gas is conveyed to the Premises;

#### **Verbal Agreement**

the agreement formed between you and us when you apply by telephone or in person with one of our sales advisors and which is confirmed by us in the Tariff Confirmation Letter we send to you;

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

ScottishPower Energy Retail Limited; company number SC190287 and registered office at 320 St. Vincent Street, Glasgow G2 5AD; and

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

the person (being the company, partnership or sole trader, as applicable) entering into this Agreement and identified in the Application Form and the Tariff Confirmation Letter as the "customer" and who is the owner or occupier of the Premises, and who is represented for the purposes of the Agreement by the Authorised Representative.

when you enter into an Agreement with us for the supply of gas to your Premises. Your Agreement will start when you make (or your Authorised Representative makes) an application by Application Form, Online Application or by Verbal Agreement ("**Application**") and we accept your application and we send you a Tariff Confirmation Letter to confirm what we have agreed with you or your Authorised Representative. You confirm that the information given by you or your Authorised Representative during your Application as recorded and detailed in the Tariff Confirmation Letter is complete and correct.

- 1.3 The Agreement between you and us incorporates your Tariff Confirmation Letter, the terms of supply agreed in your Application and these general terms and conditions.
- 1.4 When you make an Application and enter into an Agreement with us, you confirm that:
  - (i) you are authorised to enter into this Agreement;
  - (ii) you are responsible for the Premises;
  - (iii) the supply of gas is for totally or primarily non-domestic use; and
  - (iv) you are a micro business and/or small to medium sized business customer.
- 1.5 We agree to supply, and you agree to receive, gas in accordance with these general terms and conditions and the Agreement.
- 1.6 If there is any difference between these general terms and conditions and any other contract or documents between us, including your Application Form, these general terms and conditions will take precedence, unless we specifically agree in writing.

## **2. PRE-CONDITIONS**

- 2.1 In order to start supplying gas to you, we will request you to provide certain information, and to take such action, as is necessary to enable us to set up your account and to comply with our legal and regulatory obligations. You agree that if requested by us at any time (whether before or during this Agreement) you will give to us any and all information we require by law or which we reasonably require to enable us to supply gas and/or to operate this Agreement. You agree that we may check your credit score before this Agreement starts and at any time during the Agreement, in accordance with Condition 14.
- 2.2 You acknowledge that the Tariff agreed with you at the point of your Application is on the basis that you will not consume gas in excess of 146,500 kWh:
  - (a) in each year; or
  - (b) the apportioned part of 146,500 kWh where a period of the Agreement is less than one year.

If your usage exceeds this threshold during your Agreement, we may take such necessary steps as required, which may include transferring you onto the appropriate tariff for your usage. In the event that

your annual consumption exceeds 293,000 kWh you accept that we are obliged as your supplier to provide a monthly reading to Xoserve, and you will take all such action and provide all such assistance as may be necessary to fulfil such obligation.

- 2.3 You will primarily use gas supplied under this Agreement for non-domestic purposes, and you will tell us if your usage changes.
- 2.4 Throughout the period of the Agreement the customer as named in the Application must be and remain the owner or occupier of the Premises, which will be connected to the mains gas pipe-line system.
- 2.5 You acknowledge and agree that if you owed us any money under any other agreement before the Supply Start Date, you will owe us that money under this Agreement, in addition to any other charges due.

### 3. START OF SUPPLY

- 3.1 We will aim to start supplying gas to your Premises on the Supply Start Date as detailed in your Tariff Confirmation Letter or as otherwise notified to you by us in writing, however the start of supply may depend (if you are a new customer) on certain conditions as set out in Condition 2 and this Condition 3.
- 3.2 If your Premises does not already have an existing gas supply, we will require to register the Premises and obtain the Supply Permissions to start the supply. We will aim to start supply on the Supply Start Date, but if, within 3 months of the Applicable Date:
  - (i) you have not provided us with the information we request or you have not taken such steps as we require, and/or
  - (ii) we have not been able to register your Premises and/or obtain all of the Supply Permissions,we will be unable to start supplying you, and we may terminate our Agreement with you without any liability by giving notice to you in writing.
- 3.3 Where you are transferring your gas supply from another Gas Supplier, we shall aim to complete the transfer, using the relevant supply industry processes, within 21 days following the Applicable Date, except where:
  - (i) you request that we delay the transfer; or
  - (ii) your existing Gas Supplier has prevented the transfer from taking place; or
  - (iii) we are prevented from completing the transfer due to any other circumstances caused by you; and we are not liable for any delay caused by (i) to (iii);
- 3.4 In any event we shall inform you as soon as reasonably possible of the date on which we expect to be able to complete the transfer, and shall in any event endeavour to complete the transfer within 21 days of the date on which the circumstances preventing us completing the

transfer no longer apply. If, within 3 months of the Applicable Date (excluding any period for which you request us to delay the transfer) we have not been able to complete the transfer (other than for reasons due to our negligence), we may terminate our Agreement with you without any liability by giving notice to you in writing.

- 3.5 If we already supply gas to you at the Premises at the date of your Application, this Agreement will apply to the supply of gas from the date we confirm acceptance of the Application and the Supply Start Date shall be the date after the date of expiry of your previous agreement.
- 3.6 When you transfer your supply to us, it is your responsibility to check and take into consideration your previous or existing gas supply contract(s) and arrange for any termination of such contract(s) if required in order to allow us to start supplying you under this Agreement. We shall not incur any liability of any kind whatsoever arising from or in connection with your contract(s) with any other Gas Suppliers.
- 3.7 We may ask you to provide a meter reading for gas before we start to supply the energy to you. We may estimate this reading if:
  - (i) you do not give us a meter reading and we have not received a meter reading from anyone else (for example, the previous owner or occupier of the property or the previous supplier); or
  - (ii) we reasonably believe that a meter reading you have provided, or we have received from someone else, is not accurate.
- 3.8 If you agreed to enter into the Agreement with us but we cannot begin or continue to supply gas to you (including, for example, if any of the circumstances in Condition 3.2 or 3.3 cannot be dealt with within a reasonable time after you agreed to enter into the Agreement with us), we can:
  - (i) end the Agreement by giving you notice; and
  - (ii) cancel any process that may have begun to register us as the supplier of gas to the Premises.

If we exercise our right to end the Agreement where we have already started to supply gas to you, we can charge you for the gas that we supply to you until you move to another Gas Supplier.

### 4. INSTALLATION AND EQUIPMENT

- 4.1 You agree to allow us, the Transporter or any other authorised person access to the Premises where necessary in order to install, operate, maintain, repair or replace any Equipment relating to the gas supply to your Premises, including but not limited to, the meter(s), all of which shall remain our property or the property of the Transporter or of such authorised person.
- 4.2 You are responsible for and agree to pay the costs

(including installation) of any mains pipes or other plant or Equipment where required in order to allow you to receive the supply of mains gas at the Premises.

#### Meters

- 4.3 You must make sure that the Premises has a suitable meter (which may be a Smart Meter as provided in Condition 5 below) that meets industry regulations for safety, accuracy and reliability and which can provide all the information we need to supply and measure your gas use in line with your Tariff. You must allow all authorised metering equipment which is installed at the property and which is working properly to remain in place, unless you want to install your own meter under Condition 4.4.
- 4.4 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 the installation arrangements for it or them, and/or those meter reading arrangements must all be agreed by us in advance. In each such event you will be the person legally responsible for the meter(s) and we and/or the Transporter may disconnect the supply if you fail to meet such responsibilities.
- 4.5 If you exercise your rights under Condition 4.4, you are also responsible for obtaining the consent of any landlord or other third party to allow you to install and use any meter(s) or other similar equipment at the Premises 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 any act or omission of that person.
- 4.6 We may at your expense at any time and from time to time appoint or replace a meter operator, meter asset provider, and/or meter asset manager in respect of the meter(s), if you or your meter asset provider (where applicable) have not appointed such person, and/or the meter asset manager, meter operator or meter asset provider appointed by you does not in our view adequately perform their responsibilities in accordance with the requirements of this Agreement.
- 4.7 You will be responsible at all times for the Equipment on your side of each meter and you are responsible (at your expense) for ensuring that it is maintained in good working order and condition, and is operated in compliance with the Act. You must take all reasonable care to keep the meter(s) measuring the supply of gas to the Premises free from damage or interference, and notify us immediately if any of the Equipment:
- (i) is interfered with, lost, stolen, damaged or stops working; or
  - (ii) is affected (or is likely to be affected) by anything that may prevent us from using the Equipment to supply you and to take meter readings or using it for the purposes specified in these terms

and conditions.

- 4.8 Where you breach Condition 4.7 above, we will charge you and you will pay our reasonable Charges paid or incurred by us for carrying out any repairs or other work to Equipment that

- (i) we are required to undertake under legal or regulatory requirements and/or
- (ii) we, acting reasonably, consider it necessary to perform, including but not limited to alterations, renewals and/or replacements, so as to enable us to remedy such breach by you, and/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) and/or Equipment.

## 5. SMART METERS

- 5.1 Before we start to supply you with energy, you must let us know if you have a Smart Meter installed in the Premises and whether we or another supplier originally installed it (if you know this).
- 5.2 If another supplier installed the Smart Meter, you or we may not be able to use all of its functions. If so, we will try to tell you which functions will not be available to you or us, based on the information we have about the Smart Meter. We may have to install a new Smart Meter at the Premises.
- 5.3 If the Smart Meter and Smart Display were installed or provided by us, they will be owned by us or our representatives at all times.
- 5.4 If you and we disagree about the accuracy of the readings that are taken from your meter, we will arrange for the meter to be inspected and tested. If the meter is found to be accurate, the cost of the inspection and testing will be paid by whoever believed it was not accurate.
- 5.5 The Smart Meter will record information about your gas use at the Premises during each half-hour period. It will hold that information for up to two years. To work out your bills, we will take meter readings from the Smart Meter every day, unless you have told us that you want us to take the readings once a month instead. Or, we can take readings for each half-hour period during the day (for the purposes of working out your bills) if you have specifically agreed we can do so. The more frequently we retrieve your readings, the more personalised and detailed the information will be. This is why we recommend you choose half hourly readings. You can set or change your meter read frequency at any time by visiting [scottishpower.co.uk/updatedetails](http://scottishpower.co.uk/updatedetails) or calling us free on 0345 058 0002.
- 5.6 If we have told you that we will be taking daily meter readings, we will only start to take those meter readings seven days after we told you we were going to. If you tell us at any time that you do not want us to take meter readings every day, we will take meter readings once a month. At any time, you can contact

us to let us know if you would prefer us to take readings from the smart meter every half hour, every day, or every month.

5.7 You agree that we may use the Smart Meter for the following purposes:

- (i) to monitor your gas usage;
- (ii) to manage the supply of gas to the Premises;
- (iii) to manage your account with us; and
- (iv) to exercise our rights and to comply with our responsibilities under applicable laws and regulations.

## 6. SAFETY AND EMERGENCIES

6.1 You are responsible for the Premises and for all Equipment at the Premises. You agree not to use any gas, or any plant or Equipment, or to allow any gas, plant or Equipment to be used, in any way which is illegal or which may create any risk to the health or safety of any person or risk of damage to or loss of property or which may affect the supply of gas to other properties or consumers.

6.2 **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 by calling: 0800 111 999.**

We will notify you if the telephone number changes.

6.3 In the event of a pipe-line system emergency, then for the duration of the emergency

- (i) we shall be entitled to discontinue the supply of gas to the Premises, and
- (ii) you must refrain, and ensure that anyone else in the Premises shall refrain, from using gas immediately upon being told by us or the Transporter to refrain from using gas, until such time as we confirm that it is safe to turn on the supply.

You must follow any instructions that we or the Transporter give to you.

## 7. DISCONNECTION

7.1 If we are given a direction by the Authority or any judicial, governmental or regulatory body having authority or under any law or regulation to discontinue or restrict the supply of gas to you as a specified person under such law or regulation, 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:-

- (i) we shall be entitled without liability to discontinue or restrict the supply of gas to you, and
- (ii) you will refrain from using, or will restrict your use of, gas as required by our instructions.

If you continue to use gas when we have instructed

you to cease consumption, this will be deemed a material breach of the Agreement and we may terminate the Agreement by immediate notice in writing.

7.2 During this Agreement, you will allow us or the Transporter or other persons authorised by us full, free and safe rights of access to the Premises:

- (a) at all times if the Transporter or we think it is necessary or we are otherwise permitted to cut off and/or Disconnect the supply of gas to avoid danger to life or property, and
- (b) at all reasonable times for any other purpose which is:
  - (i) authorised or permitted by the Act or otherwise permitted by law, or
  - (ii) relevant to the terms of the Agreement.

7.3 Where we are permitted by this Agreement to terminate the Agreement and/or Disconnect, stop, limit or reduce your supply of gas and/or to Reconnect your supply or to do anything else that involves accessing the Premises, you will provide us full free and safe rights to access the Premises for any reason in connection with us exercising these rights.

7.4 Where you request that we, or it is necessary for us to, carry out any additional work in connection with any attempt to Disconnect or Reconnect your supply, we may charge you, and you will pay us, our reasonable Charges.

## 8. PAYMENT

- 8.1 (a) We will invoice you (by issuing a VAT invoice) at the frequency agreed in terms of your payment plan) and you will pay us the full amount of the Charges calculated in accordance with the payment option chosen, and at the Tariff; or in accordance with such method and at such other price as we may otherwise agree with you in writing.
- (b) Your Charges reflect both commodity costs and non-commodity costs. Your commodity costs are fixed for the duration of the fixed term period but certain non-commodity costs will change as per 8.1(c) below.
- (c) The Charges payable by you will increase or decrease in line with changes to non-commodity costs. We will update the Charges payable by you on a quarterly basis on 1st January, 1st April, 1st July and 1st October and these Charges as updated will apply for that quarter until the next quarterly update. You can find details of the relevant non-commodity costs and the indices used to calculate the applicable rates for the current period on our website at **[scottishpower.co.uk/forbusiness](http://scottishpower.co.uk/forbusiness)**.
- (d) Where the industry methodology for calculating non-commodity costs changes or where non-commodity costs are introduced or

removed, we may update the Charges payable to reflect these changes from the effective date of the change.

- (e) Where any of the applicable industry indices ceases to be published, we may replace them with the an appropriate equivalent index or, where there is no appropriate equivalent index, we will, acting reasonably, calculate the appropriate Charge or fix that Charge.
- (f) The initial Charges payable for this Tariff will be as set out in the Tariff Confirmation Letter.

8.2 If, on any date on which we are due to invoice you; information on the quantity of gas supplied by us to the Premises is not available, we may invoice you on the basis of estimated readings for your likely consumption for the relevant period. When that information is available, we will make the appropriate adjustment, if any, to your next invoice.

8.3 If any of the information supplied by you to us and which we use for preparing Tariffs and/or Charges is untrue, incomplete or inaccurate for those purposes we will be entitled by giving notice to you in writing to vary, acting reasonably, those Tariffs and/or Charges with effect from the date on which this Agreement came into force.

8.4 In addition to the Charges, you will pay any Taxes due by you in relation to the supply. You will also pay such additional reasonable Charges as may be levied by us or upon us by the Transporter or its agent or a meter asset provider, and/or meter asset manager or others arising from or in respect of your gas supply and/or any other Charges incurred in connection with any attempt to Disconnect or Reconnect your supply of gas.

8.5 Where you have agreed to pay by direct debit, you shall ensure that you have provided the correct bank account details to enable direct debit payments and shall notify us immediately of any change to your nominated bank account.

8.6 Where your payment plan does not require you to pay by direct debit, you will pay to us the full amount of the Charges payable under the Agreement together with any Taxes, within 7 calendar days of the date stated in our invoice

- (a) by post with a cheque or postal order or at a bank,
- (b) the Girobank,
- (c) by cash at a post office,
- (d) over the Internet and/or digital television by debit card or
- (e) as otherwise agreed between us and you.

8.7 You will pay to us such reasonable deposit by way of security as we may at any time or from time to time request. If we make such a request prior to the commencement of the supply of gas under the Agreement, that supply will not start until that deposit has been received by us.

8.8 You will pay us any advance payments as we may from time to time reasonably request. If we make such a request prior to the commencement of the supply of gas under the Agreement, that supply will not start until the first advance payment has been received by us.

8.9 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.

8.10 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 the meter or meters 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.

8.11 All payments due by you to us under the Agreement shall be made on the due date and without deduction, withholding or set-off whatsoever.

8.12 If on any occasion that you pay to us an amount which is less than the amount due in full and final settlement of the amount due, our acceptance of such payment that does not mean that we agree to that payment being full and final settlement of the amount due. You agree that:

- (i) 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
- (ii) our retention of such payment will not prevent us recovering from you the amount that remains outstanding.

8.13 We will be entitled at any time and from time to time to set off any liability that you have to us against any liability that we have to you.

8.14 We may charge you, and you will pay, the reasonable costs incurred by us in relation to any breach by you of the Agreement, including (but not limited to) any costs incurred in recovering any amount which is not paid by you on the date payment was due.

8.15 We may charge you, and you will pay, any costs that you owe to a previous Gas Supplier.

8.16 For the avoidance of doubt, your obligations to pay to us any costs, charges, expenses or liabilities in accordance with the Agreement (including an adjustment to any estimated Charges) shall survive termination of this Agreement.

8.17 If any Charges are outstanding from the date of the due date, 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.

8.18 If you are a company incorporated under the Companies Acts or a limited liability partnership incorporated under the Limited Liability Partnerships Act 2000, in consideration of our provision of the supply of gas under the Agreement, the Authorised Person (being the director of your company or member of your limited liability partnership (as applicable)) who makes the Application 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 or member to us shall be made immediately on demand as if he or she were the customer, without deduction, withholding or set-off whatsoever. If you are an unincorporated business, you are personally liable to us as the customer in terms of the Agreement.

- 8.19 If you do not pay us as required under your agreed payment option:
- (i) 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
  - (ii) 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 an invoice 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 an invoice (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:

- (i) we have been unable to send you an invoice 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); or
- (ii) 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 gas; or
- (iii) we have previously sent you an invoice or tried to recover the same charges from you in line with this Condition 8.

## 9. TERMINATION OF THE AGREEMENT AND PRICE CHANGES

9.1 Subject to Condition 9.3 below, you can terminate the Agreement at any time following the Earliest Termination Date.

9.2 With the exception of where you cease to own or occupy the Premises and notify us in terms of Condition 10 and we agree to accept your notice and terminate the Agreement; you undertake throughout the period of the Agreement prior to the Earliest Termination Date not to do or omit to do anything which may cause or result in a Gas Supplier other than us obtaining the Supply Permissions. 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.

9.3 We can also stop you from transferring to a new Gas Supplier where you inform us that you have not entered into a contract with that other Gas Supplier and ask us to prevent the proposed transfer to that other Gas Supplier.

9.4 We will write to you before the end of the Agreement to let you know what will happen after the Earliest Termination Date. Unless you choose another tariff, we will move you to a tariff on the same payment method and which allows you to terminate at any time. We will provide further details of this tariff when we write to you.

9.5 In the event that another Gas Supplier has not obtained the Supply Permissions by the Earliest Termination Date or any other date of termination or transfer, 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.

9.6 We may terminate the Agreement and/or Disconnect your supply of gas

- (a) if there is an Earliest Termination Date, on or at any time after that date by giving 30 days' written notice to you; or
- (b) if there is no Earliest Termination Date, at any time by giving 30 days' written notice to you; or
- (c) In accordance with any of our other rights under the Agreement and in law.

9.7 Without affecting any other rights or remedies available to us, we may terminate the Agreement and/or Disconnect, stop, limit or reduce your supply of gas with immediate effect by giving written notice to you if:

- (a) you fail to pay any amount due to us by the date upon which such amount was due; or
- (b) you use gas for a different purpose than that for

which we agreed to supply it; or

- (c) you take gas at the Premises at an amount in excess of that which can be supplied safely and in accordance with the Act to the Premises; or
- (d) you commit any other material breach of the Agreement; or
- (e) you do not provide a security deposit within 10 working days of us requesting you to under Condition 8.7; or
- (f) you fail to pay us an advance payment in accordance with our reasonable request; or
- (g) you suffer or are the subject of an Insolvency Event.

9.8 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 Supply Permissions or where we are required to terminate the Agreement by Ofgem.

9.9 You acknowledge that, where one of the events set out in Condition 9.10 has not occurred in respect of the Premises by the Termination Date, any supply of gas that we continue to provide to the Premises after the Termination Date will take place on and subject to our then-current contract terms and tariff for our standard variable product for Micro Business Customers (or on such other terms and/or tariff as we may notify to you).

9.10 The events referred to in Condition 9.9 are as follows

- (a) another Gas Supplier has become registered in respect of the Premises;
- (b) we under another arrangement have commenced a supply of gas to the Premises; or
- (c) we disconnect the supply to the Premises

9.11 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. CEASING TO OWN AND/OR OCCUPY THE PREMISES

10.1 If you are going to cease to either own and/or occupy the Premises:

- (a) you must give us reasonable notice prior to the date on which the date you will cease to own and/or occupy the premises ("**End Date**"), including the following information:-
  - the End Date;
  - your future contact details; and

- the name and contact details of the future owner and/or occupier of the Premises; and

- (b) on the End Date, you will take and provide to us without delay a final meter reading for the meter(s).

The address for such notice is provided at Condition 13.1 below.

10.2 If you give us notice in under this Condition 10, we may in our sole discretion:

- (a) accept such notice and agree to terminate the Agreement; or
- (b) not accept such notice and refuse to terminate the Agreement; or
- (c) ask you to provide to us proof of such change. If we ask you to provide such proof and we in our sole discretion consider that such proof is:
  - (i) reasonable proof of such change we may agree to terminate the Agreement; or
  - (ii) not reasonable proof of such change, we may refuse to terminate the Agreement.

10.3 If you do not give us notice as required by this Condition 10 and a new owner and/or occupier of the Premises informs us that you have ceased to own and/or occupy the Premises, and we accept that that is the case, should that new owner and/or occupier provide a meter reading for the meter(s) in relation to that change of ownership or occupancy, we will use that meter reading as your final meter reading for the purposes of invoicing you.

10.4 If you are ceasing to either own and/or occupy the Premises and moving to another property, we may agree with you to transfer the Agreement to that other property. To allow such a transfer you may need to agree to new tariffs, charges and/or terms and conditions.

10.5 For the avoidance of doubt, if you do not supply all the information requested in this Condition 10 during the notice period, we may hold you to the performance of the contract in its entirety. This includes payment for any Charges incurred once you ceased to either own and/or occupy the Premises.

## 11. LIMITATION OF LIABILITY

11.1 Nothing in this Agreement limits any liability which cannot legally be limited, including but not limited to liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability which by law cannot be limited or excluded.

11.2 Subject to Condition 11.1, we will have no liability to compensate you for any:

- (a) indirect loss; or
- (b) consequential loss; or
- (c) loss of revenue; or
- (d) loss of profit; or
- (e) loss of opportunity; or
- (f) wasted expenditure; or
- (g) loss of contract; or
- (h) loss of goodwill.

- 11.3 Subject to Condition 11.1, our total liability to you under this Agreement in any calendar year shall not exceed £50,000.
- 11.4 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.

## 12. USE OF YOUR PERSONAL INFORMATION

- 12.1 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.
- 12.2 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.
- 12.3 For the purposes of this Condition 12 only, the definition of ‘you,’ ‘your’ and ‘customer’ is extended to include all or any of your directors, members or partners.
- 12.4 If you are a director or 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 restricted registers of directors’ and members’ usual addresses at Companies House.
- 12.5 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.
- 12.6 This Condition 12, and our privacy information notice, relate only to our use of your personal information as defined in the Data Protection Laws.

## 13. GENERAL

- 13.1 The postal and email addresses for you to send any

notices under Condition 9 or under Condition 10 are: SME Contracts Manager, ScottishPower, Business Sales, 320 St. Vincent Street, Glasgow G2 5AD and [contactus@scottishpower.com](mailto:contactus@scottishpower.com)

- 13.2 If the ‘customer’ is a partnership or limited liability partnership, unincorporated association or any other entity comprising more than one person; all agreements and obligations entered into in the agreement by the customer are entered into jointly and severally by each of the persons comprising the customer. We may take action against any one or more of the persons comprising the customer and/or may release, in whole or in part, the liability of any one or more of those persons under the Agreement or grant any relaxation without affecting the liability of the other of those persons.
- 13.3 If you provide us with an email address when entering into a contract with us, we will use this email address as our primary means of communicating with you. This means we will seek to send you communications, including your bills, by email whenever possible. If you need to, you can change your communications preference to post at any time by contacting us.
- 13.4 Any notice or in connection with the Agreement shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at the address of the customer in the Agreement; or
  - (b) if you have agreed, sent by email to the address you provided to us.
- 13.5 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 will not assign or transfer any of your rights or obligations under the Agreement without obtaining our prior written consent.
- 13.6 If you do not pay us money you owe, you agree that we can sell your debt to a third party.
- 13.7 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.
- 13.8 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.
- 13.9 Unless it expressly states otherwise, the Agreement

does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 or the Contract (Third Party Rights) (Scotland) Act 2017 to enforce any term of the Agreement.

- 13.10 This Agreement constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us and you, whether written or oral, relating to its subject matter.
- 13.11 Neither you nor us shall have any remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Neither you nor us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.
- 13.12 Any terms implied by statute are, to the fullest extent permitted by law, excluded from the Agreement.
- 13.13 The rights and remedies under the Agreement are cumulative and do not exclude any rights or remedies provided by law, in equity or otherwise.
- 13.14 Any waiver granted by either us or you of a breach of the Agreement must be in writing and shall not be treated as a waiver of any further breach of the same or any other provision.
- 13.15 This Agreement 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; or
  - (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.



ScottishPower Energy Retail Ltd  
Registered Office: 320 St. Vincent Street, Glasgow G2 5AD  
Registered in Scotland No. 190287. Vat No. GB 659 3720 08  
**[scottishpower.co.uk](http://scottishpower.co.uk)**