

# ScottishPower Gas General Terms and Conditions (Standard Fixed) 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 and any regulations or orders or others made under it;

### **Agreement**

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

### **Applicable Date**

the day after the date on which you entered into the Agreement with us;

### **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 Gas Markets Authority;

### **disconnect**

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

### **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**

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";

### **Review Date**

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

### **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**

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

### **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 within 21 days following the Relevant 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;
  - (iii) we do not have all of the information we need to complete the transfer and:
    - (a) we have taken all reasonable steps to obtain the missing information from you and/or your existing Gas Supplier and you and/or your existing Gas Supplier has not provided that information, or the information provided is incorrect; and
    - (b) that information is not readily available to us from another source; or
  - (iv) we are prevented from completing the transfer due to any other circumstances caused by you. In any event we shall complete the transfer within 21 days of the date on which the applicable qualification(s) of this Condition 2.3 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
- 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 such manner as we are required to comply with by law.
- 3.2 You will allow the Transporter or any other authorised person at its expense to install, operate, maintain, repair or replace any Equipment, including (without limitation of the generality), the meter(s), all of which shall, in so far as they are, 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 are required to be installing, replacing, enlarging, extending or renewing in order to allow you to receive the supply of mains gas you require at the Premises.
- 3.4 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 acceptable to us. In each such event you will be the person responsible for the meter(s) as required by the Act and we and/or the Transporter may disconnect the supply if you fail to meet such responsibilities.

- 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 any act or omission of that person.
- 3.6 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 such an appointment is not made by you or a meter asset provider, and/or meter asset manager appointed by you does not in our view perform adequately to meet the requirements of the Agreement.
- 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 us, reasonable charges.
- 3.8 You will be responsible at all times for the Equipment on your side of each meter and at your expense will procure that it is maintained in good working order and condition, and is operated in compliance with the Act.
- 3.9 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 advise 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:-
- (i) we shall be entitled 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.
- 4.4 For the duration of a pipe-line system emergency:-
- (i) we shall be entitled at the request of the Transporter, or any shipper, to discontinue the supply of gas to the Premises, and
  - (ii) 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. PRICE CHANGE ARRANGEMENTS AND TERMINATION OF THE AGREEMENT**

- 5.1. You can terminate the Agreement at any time by appointing another supplier or agreeing a new contract.
- 5.2. If, following any Review Date either:
- (a) you have not terminated this Agreement pursuant to Condition 5.1 above, or
  - (b) another Gas Supplier has not obtained the Supply Permissions by the date of intended termination; then you agree that from the day after the Review Date:
    - (a) we will continue to provide a supply of gas to the Premises;
    - (b) you pay our standard fixed business prices for that supply, which you acknowledge will be higher than the prices offered during our fixed price period tariff prices; and
    - (c) you agree to be bound by our Standard fixed Gas Terms and Conditions for micro- business customers.
- 5.3 In the event that another Gas Supplier has not obtained the Supply Permissions by the proposed date of termination, 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.

5.4 We may terminate the Agreement and/or disconnect your supply of gas –

- (a) at any time by giving notice to you in writing to that effect at least 30 days prior to the date of termination; or
- (b) at any time on giving notice to you in writing to that effect if you:
  - fail to pay any amount due to us by the date upon which such amount was due, or
  - are using gas for a different purpose than that for which we agreed to supply it, or
  - 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
  - become insolvent or go into liquidation, receivership or administration or compound with your creditors, or
  - 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 Where relevant, the postal and email addresses for any notice from you under this Condition 5 are ScottishPower, Business Sales, 320 St. Vincent Street, Glasgow G2 5AD and **contactus@scottishpower.com**.

## 6. NOT IN USE

## 7. CEASING TO OWN AND/OR OCCUPY THE PREMISES

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

- (a) you must give us reasonable notice prior to so ceasing, including the following information:-
  - the date you are so ceasing;
  - your future contact details; and
  - the name and contact details of the future owner and/or occupier of the Premises; and
- (b) on the date that you so cease, you will take and provide to us without delay a final meter reading for the meter(s).

7.2 The postal and email addresses for your notice under this Condition 7 are ScottishPower, Business Sales, 320 St. Vincent Street, Glasgow G2 5AD and **contactus@scottishpower.com**

7.3 If you give us notice in under this Condition 7, we may in our sole discretion

- (a) accept such notice and agree to terminate the Agreement,
- (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
  - (a) is reasonable proof of such change we may agree to terminate the Agreement or
  - (b) is not reasonable proof of such change we may refuse to terminate the Agreement.

## 7.4 OUR RIGHT TO OBJECT TO ANOTHER GAS SUPPLIER

- with the exception of where you cease to own or occupy the Premises and we agree to accept such a change, you undertake throughout the period of the Agreement 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.

7.5 If you have not given us notice in terms of this Condition 7 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, we will use that meter reading as your final meter reading.

7.6 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 prices, charges and/or terms and conditions.

- 7.7 For the avoidance of doubt, where you do not supply all the information requested in this Condition 7 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.

## 8. ONLINE ENERGY SERVICE

- 8.1 In respect of an Agreement including the provision of the Online Energy Service:-
- (i) in order 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;
  - (ii) you must provide us with an up to date e-mail address at all times;
  - (iii) 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;
  - (iv) 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;
  - (v) 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;
  - (vi) 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;
  - (vii) 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.
- 8.2 The postal and email addresses for your notice under this Condition 8 are ScottishPower, Business Sales, 320 St. Vincent Street, Glasgow G2 5AD and [contactus@scottishpower.com](mailto:contactus@scottishpower.com)

## 9. ACCESS TO THE PREMISES

- 9.1 You will allow 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 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
    - (ii) relevant to the terms of the Agreement.

## 10. PAYMENTS

- 10.1 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 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.
- 10.2 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.
- 10.3 If any of the information supplied by you to us and which we use for preparing prices 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 prices and/or charges with effect from the date the Agreement came into force.
- 10.4 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. 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 the Agreement and/or any other charges or costs in connection with any attempt to disconnect or re-connect your supply of gas.

- 10.5 When the payment option chosen by you in the Application Form or 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 any charges payable under the Agreement 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.
- 10.6 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 provided to us.
- 10.7 Where we bill you, 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. 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.
- 10.8 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.
- 10.9 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).
- 10.10 All payments due by you to us under the Agreement shall be made without deduction, withholding or set-off whatsoever.
- 10.11 If you pay to us at any time or from time to time an amount which is less or more than the amount due we may apply that payment as we decide.
- 10.12 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, 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:
- (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 due which we consider remains to be paid.
- 10.13 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.
- 10.14 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 any costs incurred in recovering any amount which is not paid by you on the date payment was due.
- 10.15 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 the Agreement.
- 10.16 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.



10.17 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. In addition, and at our sole discretion we may also require the said director within 7 days of request, to provide us with a personal guarantee in a form that we will provide and for an amount no greater than an amount equal to the previous quarter's usage.

10.18 **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

10.19 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 10.19.

## 11. GENERAL

11.1 If requested by us at any time you will give to us all the information we reasonably require to enable us to operate the Agreement.

11.2 If the customer comprises 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.

11.3 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.

11.4 Notices given by us under the Agreement

- (a) shall be in writing and shall be delivered by hand or post to you at the address of the customer in the Agreement; and
- (b) in respect of an Agreement including the provision of the Online Energy Service where notice can be given by e-mail, we may alternatively notify you at the e-mail address given for you in the Agreement or such other e-mail address notified to us by you for this purpose.



- 11.5 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 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.
- 11.6 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.
- 11.7 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.
- 11.8 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.
- 11.9 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.
- 11.10 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.

- 11.11 The 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 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.

## **12. 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.

## **13. 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.

## **14. USE OF YOUR PERSONAL AND BUSINESS INFORMATION BY OURSELVES AND BY CREDIT REFERENCE AND FRAUD PREVENTION AGENCIES**

- 14.1 For the purposes of this Condition 14 only, the definition of 'you', 'your' and 'customer' is extended to include all or any of your Directors or partners.
- 14.2 Information you provide to us or our agents or contractors or we otherwise hold (whether or not under the Agreement) may be used by us and/or given to and used by other companies in our group of companies, our agents and/or our contractors:-
- to identify you when you make enquiries or to contact you though mail, telephone, e-mail, SMS text or other electronic means
  - to help administer any accounts, services and products provided by our group of companies now or in the future;

- for market research and analysis or for demonstrating and testing computer systems;
- to help us, other companies in our group of companies, our agents and/or our contractors to detect fraud or loss; and
- to inform you about services and products which may be of interest to you (if you have consented to us doing so),

and for all purposes reasonably ancillary to any of those purposes. We may also transfer your data to countries outside the EEA for the purposes of managing your account, for the provision of our services and products to you and for marketing purposes.

For the purposes of managing your account and tailoring our services to your needs, we may use an automated scoring system which uses information about you from credit reference agencies.

- 14.3 We may monitor and/or record communications with you (including telephone conversations and e-mails) to confirm your identity, ensure security, help maintain service quality and for training purposes.
- 14.4 When you apply to us to open an account, we may check the following records relating to you:-
- (a) our own;
  - (b) personal and business records at credit reference agencies (CRAs). When CRAs receive a search request from us, they will place a search footprint on your business credit file that may be seen by other lenders. They supply to us both public (including the electoral register) and shared credit and fraud prevention information.
  - (c) records held by Fraud Prevention Agencies ('FPAs').
  - (d) If you are a director, we will seek confirmation, from credit reference agencies, that the residential address that you provide is the same as that shown on the restricted register of directors' usual addresses at Companies House.

Such checks may be used for credit checking, assessing applications, verifying identity and for preventing crime and money laundering.

- 14.5 We may also periodically assess all the records as set out at Condition 11.4 above to help us manage your account on an ongoing basis. Those checks will be used to assess the ongoing suitability of the payment arrangements you have with us at any time.

- 14.6 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. Where you receive products and/or services from us, we may give details of your account/s and how you manage it/them to CRAs and if you do not pay for the products/services in full and on time, CRAs may record the outstanding debt. This information can be supplied to other organisations by CRAs and FPAs to perform similar checks and to trace your whereabouts and recover debts that you owe. Records remain on file for 6 years after they are closed, whether settled by you or defaulted.

- 14.7 To help us identify theft of mains gas and/or electricity from the Premises, we will give details of your account, which may include information about alleged criminal offences, to the Energy Theft Risk Assessment Service. This may include personal or business information. They will use the information we give them to check public and other databases they hold and they may also provide information to us and to other gas and/or electricity Suppliers to help identify theft of mains gas and/or electricity. These checks will be performed on a regular basis whilst you hold an account with us. The requirements relating to the sharing of information with and by the Energy Theft Risk Assessment Service apply equally to all gas and/or electricity Suppliers.

- 14.8 If you give us false or inaccurate information and we suspect or identify fraud, we will record this and may also pass this information to FPAs and other organisations involved in the prevention of crime, fraud and/or money laundering. If we suspect or detect theft of mains gas and/or electricity from the Premises, we will record the details and we may share them with the police, the Energy Theft Risk Assessment Service and/or other law enforcement bodies. In such circumstances, we may record details of any relevant criminal offences or alleged criminal offences that you have or may have committed and those details will also be shared with and held by the Energy Theft Risk Assessment Service, who may provide those details to other gas and/or electricity Suppliers but only in circumstances where you hold or held an account with the relevant gas and/or electricity Supplier(s). Where any theft by you has been identified, we may change the terms of your Agreement with us and we will notify you of the relevant changes if that is the case.

- 14.9 If you have received products and/or services from us and do not make payments that you owe us, we will trace your whereabouts and recover debts.
- 14.10 Your data may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 1998. We may pass your details to third party data processors to help us provide services to you or otherwise conduct our legitimate functions. We will always ensure appropriate measures are in place to keep your personal information secure.
- 14.11 We are committed to respecting your right to privacy. You are entitled to a copy of the data held about you on Scottish Power's systems on payment of a fee. This is a condensed version and if you would like to read the full details of how we, CRAs and FPAs use your data please contact us by writing to: Data Protection Officer, ScottishPower Energy Retail, 320 St. Vincent Street, Glasgow G2 5AD. Please direct any other queries about your data protection rights to the same address.
- 14.12 If you would like more information about the data we pass to the Energy Theft Risk Assessment Service, please contact our Data Protection Officer at the address provided in Condition 16.11 above. Experian has been appointed on Ofgem's behalf as the Energy Theft Risk Assessment Service can be obtained by contacting Energy Company Data (ECD), Experian, The Sir John Peace Building, Experian Way, NG2 Business Park, Nottingham, NG80 1ZZ or visit **[www.experian.co.uk](http://www.experian.co.uk)**
- You can contact the CRAs currently operating in the UK; the information they hold may not be the same, so it is worth contacting them all. They will charge you a small statutory fee.
- Call Credit, Consumer Services Team, PO Box 491, Leeds LS3 1WZ. Telephone 0845 366 0071 or visit **[www.callcredit.co.uk](http://www.callcredit.co.uk)**
- Equifax Ltd, Customer Service Centre, PO Box 10036, Leices-ter, LE3 4FS. Freephone 0800 014 2955 or visit **[www.equifax.co.uk](http://www.equifax.co.uk)**
- Energy Company Data (ECD), Experian, The Sir John Peace Building, Experian Way, NG2 Business Park, Nottingham, NG80 1ZZ or visit **[www.experian.co.uk](http://www.experian.co.uk)**



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