



# Thank you for choosing ScottishPower

# Your guide to understanding your tariff

Thank you for choosing our Fixed
Price Energy January 2018 tariff. In this
document we've included information
about the HomeComfort Premium Care<sup>1</sup>,
which is included in your tariff at no
additional cost, as well as the next steps
and the Terms and Conditions of your

tariff and the HomeComfort Premium Care provided. So please keep this handy, in case you need to refer to it in the future. In the meantime we hope you'll enjoy the service and value that come as part of being a ScottishPower customer.

# What happens next?

We will write to you to confirm the next steps, and tell you when your new tariff prices will take effect. If you are a new customer we will complete your switch to ScottishPower within 3 weeks from the date you entered into the contract, unless there is a reason outside our control. When the switch is complete we will be in touch to confirm your energy supply start date(s). Your Linked HomeComfort Premium Care will start 21 days after the date that the supply of gas and electricity to you commences under the tariff.

<sup>&</sup>lt;sup>1</sup> Subject to boiler suitability. Full eligibility criteria and terms and conditions apply. Please see the Linked HomeComfort Premium Care Terms and Conditions contained in this booklet.

## Fixed Price Energy January 2018

### with Linked HomeComfort Premium Care

#### **Principal Terms**

- 1. Fixed Price Energy January 2018 prices will remain fixed until 31st January 2018 but your Direct Debit and/or bill amount may vary depending on your gas and/or electricity usage.
- 2. This Tariff is only available to customers paying by Direct Debit who take both gas and electricity with ScottishPower and with an electricity meter that is either a single or two rate meter.
- 3. We will write to you to confirm the next steps in your application.
- 4. At the end of this tariff, you will automatically move to our Standard tariff on the same payment method. We will write to you before your tariff ends to let you know what your options are. Your Linked HomeComfort Premium Care will also come to an end on the same date your tariff ends.
- 5. You can end your agreement at any time by moving to another of our Tariffs or by switching supplier without paying any exit fees. The agreement can also be ended by us by giving you 42 calendar days' prior notice in writing, or if you move house. If you move house you need to give us at least 2 working days' prior notice otherwise you will continue to be liable for the supply.
- 6. Eligibility criteria apply to this tariff: (1) If at any time you do not meet any of the eligibility criteria or do not comply with the terms of the Fixed Price Energy January 2018 tariff, (specifically if you do not have both gas and electricity with ScottishPower) or (2) if you do not comply with the terms and conditions of the Linked HomeComfort Premium Care (specifically if it is identified at your initial inspection, your first breakdown callout or at your first annual service and safety check where initial inspection has not been carried out that your central heating system cannot be supported under the Linked HomeComfort Premium Care Terms and Conditions); you will automatically move to our Standard tariff prices on the same payment method and your Linked HomeComfort Premium Care will be cancelled. We will contact you prior to any change. See www.scottishpower.co.uk/gas-and-electricity/tariffs/fixed-price-energy/fixed-price-energy-tariff-notes for full details.
- 7. If you fail to make a payment to ScottishPower under your payment method when it is due, we shall be entitled to transfer you onto our Standard tariff prices and change your payment to an appropriate cash payment method and cancel your Linked HomeComfort Premium Care. To see how this could affect you please visit www.scottishpower.co.uk and review our current Standard Domestic tariff leaflet in the Energy Products section. We will notify you of any changes to your payment method and prices should this be necessary.
- 8. If your property is subject to a Green Deal Plan, we are required to collect and pass on your Green Deal Plan payments. These charges are not included within the gas and/or electricity prices quoted for this tariff.
- 9. We will complete your switch to ScottishPower within the next 3 weeks unless there is a reason outside our control. Your Linked HomeComfort Premium Care will start 21 days after the date that the supply of the gas and electricity to you commences under the tariff.
- 10. Please be aware that if you have an outstanding debt with your current supplier this may lead to delays in or cancellation of your application.
- 11. As part of ScottishPower's commitment to provide great customer service we may phone you within the next 10 days to ask if you are happy with the way in which the call was conducted and that we provided all the information for you to make your decision.



### What Terms and Conditions apply?

Full tariff Terms and Conditions apply (Fixed Price Energy January 2018 Terms and Conditions, Linked HomeComfort Premium Care Terms and Conditions and ScottishPower General Terms and Conditions for Domestic Customers). These are detailed at the end of this document, so please read them carefully and keep them for your records.

# **Linked HomeComfort Premium Care** included in your tariff

You'll be pleased to know that Linked HomeComfort Premium Care is included in your Fixed Price Energy January 2018 tariff<sup>1</sup> at no additional cost, so when things go wrong with your heating or hot water, you could enjoy more peace of mind about unexpected central heating repair costs.

### With our Linked HomeComfort Premium Care<sup>1</sup> you can enjoy:

- Access to our 24/7 emergency call centre 365 days a year
- Unlimited call-outs
- The reassurance of Gas Safe registered engineers
- Annual boiler service and safety checks
- Care for your boiler, radiator and controls

### Which parts of your central heating system<sup>1</sup> are covered?

- Gas boiler and standard controls
- Time clock or programmer
- Room thermostat
- Cylinder thermostat
- Frost thermostat
- Circulating pump
- Motorised valves
- Thermostatic radiator valves

- System pipework (excluding domestic water supply and gas supply from gas meter to appliance connection)
- Hot water cylinder
- Feed and expansion tank or filling loop
- Pressure vessel
- Radiator

<sup>&</sup>lt;sup>1.</sup> Subject to boiler suitability. Linked HomeComfort Premium Care Terms and Conditions apply.



You will not be able to change to one of our other HomeComfort products under this tariff. If you do wish to change, you would need to apply for a different tariff and apply for a separate HomeComfort product.

If you cancel your Fixed Price Energy January 2018 tariff you will no longer be entitled to Linked HomeComfort Premium Care or any of the other benefits offered under the tariff.

### Some key exclusions include:

- The product does not include the replacement of your central heating system or for the central heating maintenance which is your responsibility, e.g. removing sludge from radiators;
- The product does not include the removal of hazardous materials;
- The product does not provide a service in connection with any existing faults or failure to carry out any remedial work recommended by our engineer during initial inspection or annual service.

See clause 4 of the Linked HomeComfort Premium Care Terms and Conditions for further information.

# Paying for your Energy

# Your monthly Direct Debit payments

To work out what you will pay each month, we will estimate your annual energy use and create your monthly Direct Debit payment plan based on this. As agreed, your monthly payment will then be taken directly from your bank account every month, to spread your annual bill over 12 payments.

### **Reviewing your payments**

To ensure you are on the right track, we will review your payment amount every three months. If we need to change your monthly payment, we'll let you know in advance and give you a chance to discuss this with us.

# What happens if you fail to make a payment

If you fail to make a payment to ScottishPower under your payment method when it is due, we will be entitled to transfer you onto our Standard tariff prices and change your payment method to an appropriate cash payment method and cancel your Linked HomeComfort Premium Care.

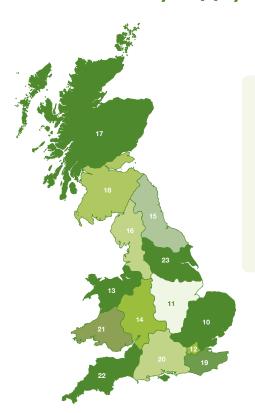
To consider how this transfer would impact on your prices and terms and conditions, please visit our website and review our current Standard Domestic tariff leaflet in the Energy Products section at **scottishpower.co.uk**. Should this be necessary, we will notify you of any changes to your payment method and prices.

# Your energy prices in detail

In this section we've detailed the gas and electricity prices that apply to each supply area and meter type. To find out the prices that apply to you, first determine your supply area using the map below

and check your most recent bill to find out your electricity meter type. Then simply use the table overleaf to identify your prices.

### Your electricity supply area



- 10 Eastern England
- 11 East Midlands
- **12** London
- **13** Merseyside & North Wales
- **14** West Midlands
- **15** North East England
- **16** North West

- 17 North Scotland
- 18 South Scotland
- **19** South East England
- 20 Southern England
- 21 South Wales
- **22** South West
- 23 Yorkshire

### Your electricity meter type

Please check your most recent electricity bill to see which meter type applies. Your electricity prices include a Daily Standing Charge and one or more unit rates. Gas prices include a Daily Standing Charge and one unit rate.

The most common type of electricity meter has a Daily Standing Charge and a single unit rate for all electricity used.

Our Two Rate Meter prices are best suited

to customers who are currently supplied on Domestic Economy 7 Rate (Domestic Economy in Scottish Hydro Electric's area and White Meter No. 1 in ScottishPower's area).

Advice for customers who are currently supplied on other electricity rates is available free by calling 0800 400 200 (lines are open Monday to Friday 8am - 10pm and Saturday 8.30am - 6pm).

Please check your most recent electricity bill to see which meter type applies.

# ScottishPower Gas and Electricity Prices

For domestic Fixed Price Energy January 2018 customers effective from 10th July 2015.

### **Electricity Prices**

Pay monthly by Direct Debit

Electricity Prices			excluding VAT			including VAT		
Supply Area Code	Supply Area	Meter Type	Daily Standing Charge	All/Day kWh	Night kWh	Daily Standing Charge	All/Day kWh	Night kWh
10	Eastern	Single Rate	32.62p	12.719p		34.25p	13.355p	
10	Eastern	Two Rate	32.62p	14.875p	6.754p	34.25p	15.619p	7.092p
11	East Midlands	Single Rate	32.62p	12.594p		34.25p	13.224p	
11	East Midlands	Two Rate	32.62p	15.054p	6.618p	34.25p	15.807p	6.949p
12	London	Single Rate	32.62p	13.454p		34.25p	14.127p	
12	London	Two Rate	32.62p	15.489p	6.659p	34.25p	16.263p	6.992p
13	Manweb	Domestic 'S'	32.62p	14.059p		34.25p	14.762p	
13	Manweb	Economy 7	32.62p	16.326p	6.865p	34.25p	17.142p	7.208p
14	Midlands	Single Rate	32.62p	13.179p		34.25p	13.838p	
14	Midlands	Two Rate	32.62p	15.235p	6.486p	34.25p	15.997p	6.810p
15	Northern	Single Rate	32.62p	13.112p		34.25p	13.768p	
15	Northern	Two Rate	32.62p	15.378p	6.718p	34.25p	16.147p	7.054p
16	Norweb	Single Rate	32.62p	13.473p		34.25p	14.147p	
16	Norweb	Two Rate	32.62p	15.850p	6.310p	34.25p	16.643p	6.626p
17	Scottish Hydro	Single Rate	32.62p	14.225p		34.25p	14.936p	
17	Scottish Hydro	Two Rate	32.62p	16.182p	7.359p	34.25p	16.991p	7.727p
18	ScottishPower	Domestic	32.62p	12.461p		34.25p	13.084p	
18	ScottishPower	White Meter No.1¥	32.62p	15.214p	7.054p	34.25p	15.975p	7.407p
19	SEEBOARD	Single Rate	32.62p	13.429p		34.25p	14.100p	
19	SEEBOARD	Two Rate	32.62p	15.598p	6.376p	34.25p	16.378p	6.695p
20	Southern	Single Rate	32.62p	13.164p		34.25p	13.822p	
20	Southern	Two Rate	32.62p	15.422p	6.574p	34.25p	16.193p	6.903p
21	SWALEC	Single Rate	32.62p	14.122p		34.25p	14.828p	
21	SWALEC	Two Rate	32.62p	16.495p	6.483p	34.25p	17.320p	6.807p
22	SWEB	Single Rate	32.62p	14.245p		34.25p	14.957p	
22	SWEB	Two Rate	32.62p	16.205p	7.184p	34.25p	17.015p	7.543p
23	Yorkshire	Single Rate	32.62p	12.997p		34.25p	13.647p	
23	Yorkshire	Two Rate	32.62p	15.299p	6.624p	34.25p	16.064p	6.955p

The Gas & Electricity tariff annual discount\* and the Online Energy Service annual discount\* may apply.

<sup>\* \*\*</sup> See General Notes on page 30

# ScottishPower Gas and Electricity Prices

For domestic Fixed Price Energy January 2018 customers effective from 10th July 2015.

#### **Gas Prices**

Pay monthly by Direct Debit

Gas Prices		exclud	ing VAT	including VAT		
Supply Area Code	Supply Area	Daily Standing Charge	All/Day kWh	Daily Standing Charge	All/Day kWh	
10	Eastern	32.62p	3.723p	34.25p	3.909p	
11	East Midlands	32.62p	3.762p	34.25p	3.950p	
12	London	32.62p	3.747p	34.25p	3.934p	
13	Manweb	32.62p	3.791p	34.25p	3.981p	
14	Midlands	32.62p	3.701p	34.25p	3.886p	
15	Northern	32.62p	3.678p	34.25p	3.862p	
16	Norweb	32.62p	3.687p	34.25p	3.871p	
17	Scottish Hydro	32.62p	3.702p	34.25p	3.887p	
18	ScottishPower	32.62p	3.701p	34.25p	3.886p	
19	SEEBOARD	32.62p	3.770p	34.25p	3.959p	
20	Southern	32.62p	3.874p	34.25p	4.068p	
21	SWALEC	32.62p	3.730p	34.25p	3.917p	
22	SWEB	32.62p	3.649p	34.25p	3.831p	
23	Yorkshire	32.62p	3.587p	34.25p	3.766p	

The Gas & Electricity tariff annual discount\* and the Online Energy Service annual discount\*\*may apply.

\* \*\* See General Notes on page 30

#### **General Terms and Conditions for Domestic Customers**

#### Part 1 Glossary of important terms

1 The words listed below have the following meanings in these terms and conditions and in the Application or Verbal Agreement and Letter:

#### Agreement

The agreement that we will supply you with Fuel under an available Tariff as set out in these terms and conditions. This incorporates the Application completed by you as accepted by us or the Verbal Agreement and Letter;

#### **Annual Reassessment**

The point each year at which we check whether your monthly Direct Debit amount needs to be changed to reflect accurately the cost of Fuel that you use;

#### **Annual Statement**

The written Summary which contains information about your Fuel use, and which we will provide to you once for each 12-month period when we are your Fuel supplier;

#### **Application**

The application, incorporating some or all of these terms and conditions, made by you to us in writing or by Online Application for a supply of Fuel at the Premises;

#### **Connection Point**

The point at which the Premises are connected to the electricity distribution network operated and/or owned by the Distributor;

#### **Dead Tariff**

An Evergreen Tariff which has been withdrawn from sale and is no longer available to new customers;

#### **Direct Debit Credit Payment Scheme**

Means our scheme which may pay a credit to your account if (after deducting all relevant Fuel supply charges):

- your account is in credit between one hundred pounds (£100) and five hundred pounds (£500) sterling; and
- you are required to pay by monthly Direct Debit under your Agreement;

#### Disconnection, disconnected

- in relation to gas, to stop gas passing from the mains gas pipeline system to the Equipment at the Premises; and
- in relation to electricity, to stop electricity passing from the electricity distribution network operated and/or owned by the Distributor to the Equipment at the Premises;

#### Distributor

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

#### **Electricity Supplier**

A person authorised to supply electricity under the Electricity Act 1989, as amended;

#### **End of Fixed Term Notice**

The notice we will give you before the end of a Fixed-term Tariff, advising you of your options and explaining what will happen if you do not agree to extend the duration of the Agreement or enter into a new Agreement with us (Condition 7.3);

#### **Equipment**

- in relation to gas, the meter(s) valves, pressure regulators, pipes, and the other apparatus used to supply gas to the Premises; and
- in relation to electricity, the lines and equipment supplying electricity to the Premises;

#### **Evergreen Tariff**

A Tariff which is offered by us for the supply of Fuel under a contract of indefinite duration;

#### **Financial Disadvantage**

Any direct or indirect loss of profits, revenues, interest, business, goodwill or commercial, market or economic opportunity;

#### **Fixed-term Tariff**

A Tariff with a fixed end date in which the charges (comprising a Unit Rate and Standing Charge) and any available discounts will not change, unless variation is permitted under these terms and conditions:

#### **Fuel**

If in the Application or the Verbal Agreement, you selected:

- a supply of gas, mains gas;
- a supply of electricity, electricity; and
- a supply of both gas and electricity, mains gas and electricity;

#### **Fuel Supplier**

A person authorised to supply mains gas and/or electricity under the Gas Act 1986, as amended or the Electricity Act 1989. as amended:

#### **Gas Supplier**

A person authorised to supply mains gas under the Gas Act 1986, as amended;

#### Letter

The letter from us to you which outlines our Agreement with you;

#### Licence

- in relation to gas, the gas supply licence granted to us under the Gas Act 1986, as amended; and
- in relation to electricity, the electricity supply licence granted to us under the Electricity Act 1989, as amended;

#### **National Terms of Connection**

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

#### Ofgem

The Gas and Electricity Markets Authority;

#### **Online Application**

The application made by you over the internet, our intranet and/or any similar medium for a supply of Fuel at the Premises;

#### Online Energy Service Agreement

An Agreement dealing with the online energy services provided by us;

#### **Personal Projection**

Your estimated annual cost for the supply of Fuel over a 12-month period, calculated using the best information available to us about your Fuel consumption and based on your current Tariff (or, where your current Tariff has less than 12 months to run, it will be based on our cheapest applicable Evergreen Tariff for the rest of the 12 months). Your Personal Projection will be provided to you:

- with your Annual Statement (called Your Annual Summary);
- with any bill; and
- whenever we provide you with information on the Principal Terms;

#### **Premises**

The place where we will supply you with Fuel, which will be specified in your Application or Letter;

#### **Price Increase Notice**

The notice of any increase in charges payable under your Tariff which we will give you at least 30 days before any such increases take effect:

#### **Principal Terms**

The terms set out on our website at www.scottishpower.co.uk/products and provided to proposed customers prior to entry into any Verbal Agreement and which outline some or all of these terms and conditions, including in relation to:

- charges and any security requirements applicable to the terms of our supply of Fuel to you (including terms regarding your payment method);
- any credit and Fuel use limits applicable to our supply of Fuel to you; and
- termination and duration rights and obligations in respect of our supply of Fuel to you;

#### Regulations

The Electricity Safety, Quality and Continuity Regulations 2002 as amended or replaced over time;

#### **Standing Charge**

The monetary amount (which may be zero) charged to you on a daily basis, in addition to Unit Rate charges for your consumption of Fuel;

#### **Tariff**

The price you pay for Fuel, along with any specific Terms and Conditions applicable to that price, which is offered by us for the supply of Fuel to you;

#### **Tariff Comparison Rate**

A figure which gives you an indication of the cost per unit of gas or electricity for your Tariff, based on a typical user and which enables you to compare your current Tariff with other Tariffs available to you;

#### **Tariff Information Label**

The table of key facts that allows you to compare the price and non-price features of energy tariffs on a like-for-like basis, available on our website at www.scottishpower.co.uk/tariff-information;

#### Taxes

VAT and any other tax, levy, charge or duty related to the supply of Fuel and/or the provision of the services provided under the Online Energy Service Agreement.

- In relation to gas, 'Taxes' also includes any such VAT and other charges payable to our gas suppliers and transporters; and
- in relation to electricity, 'Taxes' also includes any such VAT and other charges payable to those who distribute or transmit electricity for us;

#### Time of Use Tariff

A Tariff in which the supply charges vary depending on the time of day when Fuel is consumed;

#### Transporter

The gas transporter that operates and/or owns the mains gas pipeline system through which gas is transported to the Premises;

#### Unit Rate

The monetary amount chargeable for each unit of Fuel consumed by you;

#### **Verbal Agreement**

The verbal agreement between us and you for a supply of Fuel to the Premises, which is recorded and detailed in the Letter and these terms and conditions;

#### we. us. our

ScottishPower Energy Retail Limited, having its registered office at 1 Atlantic Quay, Glasgow G2 8SP;

#### Working Day

Any day other than Saturday, Sunday, Christmas Day, Good Friday or a UK bank holiday;

#### you, your

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

#### Part 2 General fuel supply conditions

#### 2 Before we can supply you with fuel

- 2.1 We will supply you with Fuel only once you have provided us with the information necessary for us to become fully authorised or registered to supply you with gas and/or electricity, as relevant. We expect those requirements to be met and will take all reasonable steps to meet them. However, if they have not been met within a reasonable period after the date of your Application or our Verbal Agreement, we may (without liability) give you written notice that the Agreement has ended and that you will stay as a customer of your existing Gas Supplier and/or Electricity Supplier.
- 2.2 We will not start to switch your account to us until 14 days after you have entered into an Agreement with us, unless you ask us to do so earlier and we agree to do so. You can decide you do not want us to supply you, at any time within 14 days from the day after you have entered into an Agreement with us. Once we begin the switching process, we will take all reasonable steps to switch the Fuel supply to your Premises from your existing Gas Supplier and/or Electricity Supplier to us within 21 days, unless:
  - 2.2.1 you ask us to start your supply at a later date;
  - 2.2.2 your existing Gas Supplier and/or Electricity Supplier blocks the switch, as it can do under its supply licence;
  - 2.2.3 we do not have all of the information we need to complete the switch and:
    - (a) we have taken all reasonable steps to get the missing information from you and/or your existing Gas Supplier and/or Electricity Supplier but we have not been given the information, or the information given to us is incorrect; and
    - (b) the missing information is not readily available to us from elsewhere;
  - 2.2.4 we cannot complete the switch because of something else that you have done or failed to do; or
  - 2.2.5 Condition 2.4 applies (the electricity meter is not suitable for any tariff available from us).

In any event we will complete the switch within 21 days, excluding the time needed to resolve any of the exceptions.

2.3 Throughout the period of the Agreement you will be the owner or occupier of the Premises, which will be connected to the mains gas pipeline and/or the electricity distribution system (as appropriate). We will not supply you with more electricity or gas than you are entitled to receive through the Connection Point or from the Transporter.

#### What will happen if there is a problem with your electricity meter

- 2.4 If the electricity meter is not suitable for any tariff available from us, we do not have to become or stay as your Electricity Supplier. If we know about the meter problem:
  - 2.4.1 **before** we become your registered Electricity Supplier, we can (without liability) tell you in writing that we withdraw from the registration process and that you will stay as a customer of your existing Electricity Supplier; or
  - 2.4.2 **after** we become your registered Electricity Supplier, we can withdraw from being your registered Electricity Supplier. If we do withdraw, we can (without liability) end the electricity supply Agreement by telling you in writing. We will continue to comply with all legal duties in relation to you.
- 2.5 If you have chosen to be supplied with both gas and electricity but there is a problem with your electricity meter and you do not want us to supply you with gas anymore:
  - 2.5.1 if we **are not yet registered** as your Gas Supplier for any reason described in Condition 2.2 above, you can ask us to take all reasonable steps not to become your Gas Supplier; and
  - 2.5.2 if **we are registered** as your Gas Supplier, we will (without liability) end the gas supply Agreement by telling you in writing. In such circumstances, we will withdraw from being your Gas Supplier. We will continue to comply with all legal duties in relation to you.
- 2.6 You will own or occupy your Premises during the Agreement. Your Premises will be connected to the electricity distribution network at the Connection Point and/or connected to the gas pipeline system.

#### 3 Safety and emergencies

#### Gas

- 3.1 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 others.
- 3.2 If you suspect a gas leak, or damage to any Equipment which might result in a gas leak, you must tell the Transporter immediately. The telephone number is 0800 111 999. We will tell you if the telephone number changes.
- 3.3 If we have to stop or limit the supply of gas to specified customers under the law or regulation, for as long as we are required to comply:
  - 3.3.1 we can stop or limit your supply of gas; and
  - 3.3.2 you will follow any of our instructions we give you about your use of gas.

#### **Electricity**

- 3.4 We can stop or change the electricity supply to the Connection Point as often and for as long as we have to if we consider it necessary:
  - 3.4.1 to avoid danger, or because we would break the law or any Regulations by not stopping or changing the supply;
  - 3.4.2 to avoid failing or interfering with our supply of electricity to any other person because of any failure by you to comply with your obligations under the Regulations;
  - 3.4.3 if the Distributor lowers the maximum amount the Connection Point can take, or the Connection Point is disconnected; or
  - 3.4.4 in the event of any breach of the Agreement by you.

#### General

3.5 Where you have caused the stoppage, limitation and/or disconnection you may have to pay a reasonable charge to restore your gas and/or electricity supply.

#### 4 Access and equipment

#### Access for authorised persons

4.1 You will allow us, the Transporter, Distributor or any other person authorised by the Transporter, Distributor or us full, free and safe rights of access to your Premises:

- 4.1.1 at all times if the Transporter, Distributor or we think it is necessary to stop and/or disconnect the supply to avoid danger to life or property; and
- 4.1.2 at all reasonable times for any other purpose authorised by the Gas Act 1986 or the Electricity Act 1989.

#### **Equipment**

- 4.2 You will allow the Transporter or Distributor (as appropriate) or any other person authorised by the Transporter or Distributor, to install, operate, maintain, repair or replace any Equipment on the Transporter's or Distributor's side of, but including, the meter.
- 4.3 You will allow us, or any other person authorised by us, to install, operate, maintain, read, disconnect, repair or replace any Equipment on the Transporter's or Distributor's side of, but including, the meter.
- 4.4 You will pay the costs of providing you with or installing any mains, pipes or other plant or equipment which need to be installed, replaced, enlarged, extended or renewed to allow you to receive a supply of mains gas or electricity to your Premises.
- 4.5 You will allow any properly functioning and authorised metering equipment which is installed at the Premises to remain in place, unless you want to control your metering arrangements in line with Condition 4.9.
- 4.6 You will be responsible at all times for the Equipment on your side of the meter. You must ensure that it is maintained in good working order and condition, and is operated in compliance with the law.
- 4.7 The meter reading will be evidence of how much Fuel we have supplied to you. However, if there is a disagreement about the accuracy of such reading, we will arrange for the meter to be inspected and tested. The cost of that inspection and testing will be paid by the person who disputed the meter's accuracy if the meter is found to be operating within the limits of accuracy required by law.
- 4.8 You must take reasonable care to keep the meter free from damage or interference. If you do not, you must pay us for the reasonable costs:
  - 4.8.1 we pay or incur to repair or replace the meter; or
  - 4.8.2 we or anyone else we authorise incurs to examine the meter as a result of you failing to take reasonable care of that meter.
- 4.9 If you want to have your own meter (other than from us or the Transporter or Distributor as appropriate) and/or make your own meter reading arrangements, you will have to get our approval to do so.
- 4.10 If you exercise your rights under Condition 4.9, you must find out about and arrange for all entitlements or consents needed to allow you to use any meter or other similar equipment installed at the Premises for measuring the quantity of Fuel supplied to the Premises. Where you arrange for your meter to be read or operated by someone else, you will pay us for any loss or damage we suffer, caused by that person.
- 4.11 If you ask us to do any additional connection, disconnection or re-connection work, or which we need to carry out, we may charge you for the costs we incur in carrying out that work and you must pay our reasonable charges.

#### 5 National terms of connection

5.1 You agree that by entering into the Agreement, you are also entering into an agreement directly with the Distributor in accordance with the National Terms of Connection.

# Part 3 General conditions of the agreement: Commencement, duration, ending and variation

#### 6 Commencement and continuation of agreement

- 6.1 This Agreement will come into force when one of the following things happens:
  - 6.1.1 we agree by telephone that we will supply you;
  - 6.1.2 you sign a contract in front of one of our representatives; or
  - 6.1.3 you complete and submit an Application.
- 6.2 You appoint us as your agent for the purpose of terminating on your behalf any other gas and/or electricity supply contracts as may be required to allow the Agreement to come into force.

#### 7 Duration of agreement

#### **Evergreen Tariffs**

7.1 Any Agreement under an Evergreen Tariff will continue to apply going forward unless it ends or changes in accordance with these terms.

#### **Fixed-term Tariffs**

- 7.2 Any Fixed-term Tariff Agreement will continue to apply until the end date of the fixed term unless it is ended, replaced, changed or extended in accordance with these terms or any terms that are specific to your Tariff which may apply. When the fixed term ends, unless you choose another option, we will move you to our cheapest applicable Evergreen Tariff.
- 7.3 We will send you a written End of Fixed Term Notice between six and seven weeks before the end date of the fixed term. We will explain what will happen if you do not agree in writing to extend the Agreement or agree to enter a new Agreement with us. We will outline your options for carrying on or stopping our supply of Fuel to you.
- 7.4 Subject to our right to object in Condition 7.5, where:
  - 7.4.1 we get notice within 20 Working Days from the end of your existing Fixed-term Tariff (either from you or another Fuel Supplier), that you intend to switch Fuel Supplier; and
  - 7.4.2 the supply switch is made within a reasonable period (usually 30 days) after we get that notice, we will continue to supply you with Fuel on your existing Fixed-term Tariff until the switch is completed. However, if we identify that it would benefit you more by moving you to our cheapest applicable Evergreen Tariff, we will move you to that Tariff from the end date of your Fixed-term Tariff until the supply switch takes effect. We will explain to you what will happen in your End of Fixed-term Notice.
- 7.5 If you have any unpaid charges on your account, we can tell you that we intend to block your supply switch until these charges are paid. Where this Condition applies, we will give you 30 Working Days from the date that we tell you we intend to block your supply switch to pay us those charges and, if you do not do so, we will switch you onto our cheapest applicable Evergreen Tariff.
- 7.6 We will continue to charge you in accordance with our cheapest Evergreen Tariff from the end date of your Fixed-term Tariff until either:
  - 7.6.1 we start supplying you under a new Agreement; or
  - 7.6.2 you have paid us any unpaid charges and another Fuel Supplier is properly authorised or registered to supply you, or we start supplying you under a new Agreement.
- 7.7 If you agree to a new Tariff with us within 20 Working Days from the end of your existing Fixed-term Tariff, we will continue to supply you under your existing Fixed-term Tariff until the new Agreement starts (from which point the new charges will apply).

#### 8 Ending the agreement

- 8.1 Ending the Agreement in this Condition 8 means:
  - 8.1.1 ending the gas supply for a gas-only Agreement or the gas supply element of an Agreement to supply both Fuels; or
  - 8.1.2 ending the electricity supply for an electricity-only Agreement or the electricity supply element of an Agreement to supply both Fuels; or
  - 8.1.3 ending the dual gas and electricity supply for an Agreement to supply both Fuels.

#### Your right to end the Agreement when you move home

- 8.2 You can end the Agreement if you sell or move out of your Premises and you give us two Working Days' notice (or any shorter notice period we may agree) before you move out. You will continue to be responsible for the supply until the Agreement ends.
- 8.3 If you do not give us at least two Working Days' notice that you will move out, the Agreement will end:
  - 8.3.1 two Working Days after you tell us (and give enough evidence) that you have moved out; or
  - $8.3.2 \quad \text{if sooner, when someone else agrees to have a Fuel supply to the same Premises.} \\$

#### Your right to end the Agreement at any time

- 8.4 You can tell us at any time that you want to end the Agreement. The Agreement will end when:
  - 8.4.1 a new Fuel Supplier is authorised to supply Fuel to the Premises; or
  - 8.4.2 we receive notice from you that you are not switching to an alternative Supplier and wish to remain our customer without taking any supply of gas and/or electricity; or

- 8.4.3 on expiry of the notice period (if any) specified in the terms of your individual Tariff.
- 8.5 If you tell us that you wish to end your Agreement for a Fixed-term Tariff, you may have to pay a termination fee if required under the specific terms and conditions of your Fixed-term Tariff. However, you will not have to pay a termination fee if:
  - 8.5.1 you take steps to switch to another supplier, but do not complete the switching process until after the end of your Fixed-term Tariff;
  - 8.5.2 you complete a switch to another supplier at any time after we give you an End of Fixed Term Notice, unless you have already entered into a new Agreement with us for a new Fixed-term Tariff;
  - 8.5.3 we extend your existing Fixed-term Tariff without following our regulatory obligations; or
  - 8.5.4 you switch to an alternative Tariff with us.
- 8.6 You can cancel an Evergreen Tariff supply at any time without giving us notice and without having to pay a termination fee.

#### We can end the Agreement by telling you in writing

- 8.7 Subject to Condition 8.8, we can end the Agreement and/or stop your supply at any time on giving you 42 days' (six weeks) written notice of our wish to end the Agreement.
- 8.8 We can end the Agreement and/or stop your supply of Fuel at any time if:
  - 8.8.1 you do not pay us what you owe us when it was due;
  - 8.8.2 you are using Fuel other than for the purpose for which we agreed to supply it; or
  - 8.8.3 you commit a material breach of the Agreement.
  - In each case, we will give you advance written notice and the Agreement will end and/or we may disconnect your supply of Fuel when that notice expires.
- 8.9 Either of us can end the Agreement immediately by giving notice if Ofgem or the Secretary of State has revoked our Licence.

#### 9 Variation of agreement

- 9.1 We can vary the terms of your Evergreen Tariff to your disadvantage, including increasing the prices, at our discretion at any time. In making any such change to your disadvantage, we will follow the process set out in 9.4 below. We will tell you how you can avoid the change if you are not happy with it. We will not increase the prices of your Fixed-term Tariff unless the terms of that Fixed-term Tariff allow us to do so, either by explaining the specific circumstances in which prices can increase, or in order to reflect any financial index price fluctuations which we are allowed to pass on to you.
- 9.2 Alternatively, we may seek your agreement to a change to your Tariff that is to your disadvantage. If so, we will follow the process set out in 9.9 below.

#### Procedure for applying increases in charges and other changes that are to your disadvantage

- 9.3 If we want to increase our prices or vary other terms of the Agreement in a way that does not benefit you, we must follow the terms of this Condition 9 and the terms and conditions applicable to your Tariff.
- 9.4 If we increase our prices or vary any other term of the Agreement to your disadvantage, we will send you a Price Increase Notice or similar notice. The notice will give you at least 30 days written warning of the change to your terms taking effect. Our notice to you will:
  - 9.4.1 describe the change;
  - 9.4.2 compare the increased price with your current price or the varied term with your equivalent current term;
  - 9.4.3 state when the change will start;
  - 9.4.4 explain why the change is happening; and
  - 9.4.5 state what action you can take to avoid the change if you are not happy with it. This will include taking another Tariff from us or switching your supply to another Fuel Supplier. You will not have to pay an exit fee.
- 9.5 You will have 20 Working Days after the date that the change is due to take effect to:
  - 9.5.1 enter into a new Agreement with us; or
  - 9.5.2 start the switch to a new Fuel Supplier and that new supplier applies for your supply.

If you do one of these things within this timescale and subject to Condition 9.6, the change will not take effect.

- 9.6 The change will take effect from its original date if we get notice (either from you or another Supplier), that you intend to switch Fuel Supplier and:
  - 9.6.1 the switch is not made within a reasonable period of time (usually 30 days); or
  - 9.6.2 you have any unpaid charges on your account and we tell you that we intend to block your switch and those charges remain unpaid 30 Working Days after we give you notice of our intention to block the switch.
- 9.7 We will not tell you of any increase in our prices to any Tariff in this way if:
  - 9.7.1 the increase is solely to switch you to an alternative payment method because you have failed to pay unpaid charges to us. Instead we will follow the process to do this under Condition 11.9; or
  - 9.7.2 the increase is solely because of a change in the VAT rate.
- 9.8 If we have to amend the Agreement to your disadvantage because any court, Ofgem or equivalent authority requires us to amend the Agreement, or because of a change in the Licence or law, we will comply with this Condition 9, unless we are otherwise directed not to.

#### Procedure for agreeing changes that are to your disadvantage

- 9.9 We may ask you to agree to an increase in your price or a change in your terms that is to your disadvantage. If we do this, we will give you advance notice of the proposed change, including the effective date, and ask you to agree to it. The notice will be in writing or by email. You will not be obliged to accept that proposed change.
- 9.10 If you accept the proposed change, this must be in writing, unless we tell you that it is appropriate for you to accept it in another way. We will confirm your agreement and the effect of the proposed increase or variation in writing within five Working Days (or as soon as possible after) from the date on which we received your agreement.

#### Procedure for agreeing changes that are to your advantage

- 9.11 We can vary the terms of your Evergreen or Fixed Term Tariff to your advantage, including reducing the prices, at any time at our discretion and without notifying you of the specific change. If we make a change that is to your advantage, we may notify you in writing, in which case we will explain the reason for and effect of the change.
- 9.12 Alternatively, we may ask you to agree to a change in your terms which is to your advantage. If we do this, we will tell you why and explain the effect of the proposed variation. We will give you an appropriate amount of notice, depending on the effect of the variation.
- 9.13 If you do not object to a proposed variation we have explained to you under Condition 9.9 above, we will confirm your agreement and the effect of the proposed variation in writing within five Working Days (or as soon as possible after) of you agreeing to the change, or of the deadline for any objection passing without you having notified us of any objection.

#### Part 4 Charges, payment, information and transparency

#### 10 Transfer of charges for prepayment meter customers

#### **NB: THIS SECTION 10 ONLY APPLIES TO PREPAYMENT METER CUSTOMERS**

#### Recovery of payments made to your previous supplier

10.1 If we have to pay any charges to your previous Fuel Supplier in connection with their supply to you, we can recover those payments from you.

#### Transfer of unpaid charges to your new supplier

10.2 If you end the Agreement and you still owe us a debt of up to £500 per fuel, we may allow your new Fuel Supplier to recover that money for us.

#### 11 Charges and payment

#### **Payment of charges**

- 11.1 Your account charges will be billed and paid as described in the Application or Letter. However, if we need to transfer you to an alternative payment option, the alternate payment option will apply to billing and payment of charges from the date we make that transfer. Our rights to do this are set out in Condition 11.9 below.
- 11.2 You will also pay any applicable Taxes connected with our supply of Fuel to you, except any tax payable by us on our income or profits.
- 11.3 Unless you pay us by Direct Debit or prepayment meter, you will pay us the full amount of the charges you owe us under the Agreement within 14 days of the date of a bill:

- 11.3.1 for a non-Online Energy Service Agreement account, by post with a cheque or postal order, or at any place which can receive payments on our behalf; or
- 11.3.2 for an Online Energy Service Agreement account, over the internet, our intranet and/or any similar medium by credit or debit card; or
- 11.3.3 in any other way we agree with you.
- 11.4 If you pay us less or more than the amount you owe us, we can apply that payment as we decide.
- 11.5 If you pay us less than you owe us and we accept that payment, our acceptance does not mean that we agree to the payment as full and final settlement of the amount due. You agree that:
  - 11.5.1 we may keep the payment as a part-payment of what you owe us. We do not have to tell you if we reject that part-payment as full and final settlement of the amount you owe us; and
  - 11.5.2 we can still recover any unpaid charges from you.
- 11.6 We can offset any debt you have to us against any credit we have to you.
- 11.7 If you breach the Agreement and we incur any type of cost as a result (including in recovering late payment) we can charge you and you will pay our reasonable costs.
- 11.8 We may charge interest on any unpaid charges you owe us if we have sent you a first reminder. Any interest will be charged from when payment was due at an annual rate of 2% above the base lending rate of The Royal Bank of Scotland plc (or its equivalent if a base lending rate is not quoted by The Royal Bank of Scotland plc).

#### Movement between payment types where charges are not paid

- 11.9 If you do not pay us as required under your agreed payment option:
  - 11.9.1 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
  - 11.9.2 you will pay us in accordance with that alternative cash payment option at the price that applies.

#### **Recovery of previously unpaid charges**

- 11.10 If we find out that you were previously a customer of ours and that you still owe us money for a previous account, we can add those unpaid amounts to what you owe us under this Agreement. Similarly, if we discover that you have a credit balance on a previous account with us, we can apply that credit to your account under this Agreement, in particular to reduce any other amount you owe us.
- 11.11 If we exercise our right under Condition 11.10, we will:
  - 11.11.1 write to you before doing so. We will explain how the amounts outstanding have been calculated and how we intend to recover them from you;
  - 11.11.2 give you a reasonable period in which to respond to us about the unpaid amounts. We will take into account any comments received within the period which we will provide when writing to you; and
  - 11.11.3 wait at least two weeks from when we wrote to you before we add any unpaid charges to your account.
- 11.12 Condition 11.10 will not apply to you if you pay through a prepayment meter under this current Agreement, unless you consent to it.

#### Liability to pay

- 11.13 If the customer is more than one person, all of those persons will be jointly and severally liable for the agreements and obligations entered into in the Agreement. We may take action against any one or more of the persons comprising the customer and/or may wholly or partially waive the liability of any one or more of those persons under the Agreement or grant any other relaxation to one or more of those persons without affecting the liability of the other of those persons.
- 11.14 We may ask you to pay a reasonable deposit as security for our Fuel supply. If we do not already supply you, the start date for our supply can be delayed until you have paid the deposit.

#### 12 Transparency and provision of information: Our commitment to you

#### **Bills**

- 12.1 Your bill will be based on:
  - 12.1.1 a single Standing Charge and a single Unit Rate (for a non-Time of Use Tariff); or

- 12.1.2 a single Standing Charge and multiple Unit Rates (for a Time of Use Tariff).
- 12.2 Each of our bills will include:
  - 12.2.1 a comparison of your Fuel consumption for the bill period with consumption during the corresponding period in the previous year (where the information required is available);
  - 12.2.2 details of your Personal Projection;
  - 12.2.3 details of our cheaper alternative Tariffs and their estimated savings;
  - 12.2.4 your Tariff Comparison Rate, if one is available for your Tariff;
  - 12.2.5 the following statement: "Remember it might be worth thinking about switching your tariff or supplier";
  - 12.2.6 a reminder of your payment method;
  - 12.2.7 a reminder of the period of your Tariff and whether you would incur any termination fee should you choose to cancel your Agreement with us before the end of that period.
- 12.3 If we cannot calculate the actual quantity of Fuel supplied to you, we can bill you based on our best estimate of your consumption. When we get information on your actual use, we will adjust your next bill to reflect that information.
- 12.4 If you have one or more prepayment meters and you pay us less than the value of the Fuel we supply through the prepayment meter (or meters), you will pay us the difference. We can require you to pay us the difference by:
  - 12.4.1 adjusting your prepayment meter; or
  - 12.4.2 requiring you to pay a lump sum to us.

#### **Guaranteed standards of service**

12.5 We will prepare and update annually a 'Standards of Service' leaflet. This will explain the guaranteed standards applicable to us and your rights to a payment if we fail to meet those standards. We will send this to you in writing or by email, and will publish these details on our website at www.scottishpower.co.uk/standards. You can also ask for a copy by writing to us at "ScottishPower Energy Retail, Customer Care, Cathcart Business Park, Spean Street, Glasgow, G44 4BE". The information we give will include details of the guaranteed standards compensation arrangements. These arrangements mean you can make a claim if we fail to meet the guaranteed standards.

#### Tariff Information Label, Personal Projection and Annual Statement of Account

- 12.6 Whenever we give you your Principal Terms, we will also give you your Tariff Information Label and, as far as possible, your Personal Projection.
- 12.7 Whenever we give you information on our charges, we will also give you your Tariff Comparison Rate, if one is available for your Tariff.
- 12.8 We will prepare and send to you annually an Annual Statement (called Your Annual Summary) about your supply. It will include information on your consumption, Personal Projection, estimated savings if you were to switch to another of our Tariffs, information on where you can find impartial advice about changing your supplier and energy efficiency, your payment method and other details, including the following statement: "Remember it might be worth thinking about switching your tariff or supplier".

#### **Annual review of Tariffs**

- 12.9 We can conduct an annual review of all our Tariffs. If we identify any Evergreen Tariff which is no longer available to new customers (and is therefore a Dead Tariff), and which is more expensive than our cheapest applicable Evergreen Tariff, we will withdraw the Dead Tariff and move you to our cheapest applicable Evergreen Tariff.
- 12.10 As part of this review, if we decide to move you to our cheapest applicable Evergreen Tariff, we will tell you of this move in writing or by email. We will give you at least seven weeks' (49 days) notice of our intention to move you. Our notice will:
  - 12.10.1 say when you will move to our cheapest applicable Evergreen Tariff. If you do not take action to avoid being moved to our cheapest applicable Evergreen Tariff and you continue to consume Fuel from us, you will be switched on this date and the terms of our cheapest applicable Evergreen Tariff will apply;
  - 12.10.2 explain the Principal Terms of the Dead Tariff and the Principal Terms of our cheapest applicable Evergreen Tariff. It will also explain what the most important differences are, so you can compare the two: and
  - 12.10.3 explain how you can avoid moving to our cheapest applicable Evergreen Tariff. The options will be by entering into another Agreement with us under either a Fixed-term Tariff or an alternative Evergreen Tariff, or by switching to an alternative Fuel Supplier. We will also explain where you can get impartial advice or information about switching.

- 12.11 You will have 20 Working Days after the date we propose to switch you to our cheapest applicable Evergreen Tariff to:
  - 12.11.1 enter into a new Agreement with us; or
  - 12.11.2 start the switch to a new Fuel Supplier and that new supplier applies for your supply.
  - Subject to Condition 12.12, if you do one of these things the switch to our cheapest applicable Evergreen Tariff will not take effect.
- 12.12 The switch to our cheapest applicable Evergreen Tariff will take effect from the date we have specified if we get notice (either from you or another Supplier) that you intend to switch supplier and either:
  - 12.12.1 the switch is not made within a reasonable time (usually 30 days); or
  - 12.12.2 you have any unpaid charges on your account and we tell you that we intend to block your switch, and those charges remain unpaid 30 Working Days after we give you notice of our intention to block the switch.

#### **Complaints handling**

12.13 Each bill or statement of account will be sent along with written details how you can contact us to make a complaint about any aspect of our service. In addition, our Complaints Handling Charter is available on our website at www.scottishpower.co.uk, or by writing to us at "ScottishPower Energy Retail, Customer Care, Cathcart Business Park, Spean Street, Glasgow, G44 4BE".

#### 13 Direct Debit Credit Payment Scheme

- 13.1 If you pay us by monthly Direct Debit, we will calculate the credit (if any) payable to you under our Direct Debit Credit Payment Scheme as part of your Annual Reassessment. Further details are available by contacting us or on our website at www.scottishpower.co.uk/ddbonus. We will explain any credit payable to you in your Annual Reassessment statement.
- 13.2 If we cannot calculate the net amount of credit in your account for technical reasons or because you have not given us an accurate, up-to date meter reading on request, we can delay paying you any payments under the Scheme until any problems are resolved.
- 13.3 You will only be paid one payment under the Direct Debit Credit Payment Scheme in any 12-month period.
- 13.4 In the event that you:
  - 13.4.1 have left us before the Annual Reassessment date;
  - 13.4.2 breach any of your obligations under these terms and conditions; or
  - 13.4.3 default on your Direct Debit payments, you will not be entitled to any payment under the Direct Debit Credit Payment Scheme.
- 13.5 The Direct Debit Credit Payment Scheme will only apply to credit which has accumulated in your account as a direct result of overpayment through the Direct Debit instruction. Any money which you paid directly into your account will not be taken into account for the purpose of calculating any credit payable.
- 13.6 Any overpayment received by us from you will not constitute a deposit.
- 13.7 We have the right to withdraw the Direct Debit Credit Payment Scheme at any time. If we do withdraw it, we will treat this as a change to your disadvantage if you currently pay by Direct Debit and will tell you in the manner described in Condition 9.4.

#### 14 Online energy service

- 14.1 For any online energy services agreement:
  - 14.1.1 you must provide any equipment necessary to enable you to access the online energy services;
  - 14.1.2 you must ensure that we have an up-to-date email address for you at all times;
  - 14.1.3 you must select a username and a password to gain access to the online energy services. You are solely responsible for maintaining the security of your username and password;
  - 14.1.4 we will give you reasonable notice of changes to our rules for the use of the online energy services. We will also make available an up-to-date version of the rules on our website;
  - 14.1.5 you must follow the rules for the use of the online energy services published on our website;
  - 14.1.6 either of us can withdraw from the Online Energy Service Agreement by giving notice of that withdrawal

- to the other party. Our Agreement will continue to apply but will no longer include the provision of the online energy services. If we decide to withdraw from the Online Energy Service Agreement, we will give you at least 30 days' advance written notice. We will explain the reason for our decision and how it will affect you. We will also tell you how you can avoid the move, for example by switching to an alternative Tariff or Fuel Supplier;
- 14.1.7 we can suspend any part or all of the online energy services at any time and for as long as is needed to allow us to inspect, maintain, renew, repair or revise our website. If we do suspend any part or all of the online energy services, you will still be entitled to receive an online energy services discount under the terms and conditions of your

  Tariff; and
- 14.1.8 in providing the online energy services, 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.

#### **Part 5 General conditions**

#### 15 General

- 15.1 At our request you will give to us all the information we reasonably need to allow us to perform our obligations under the Agreement.
- 15.2 You may get details of our products and prices on our website at www.scottishpower.co.uk, or by writing to us at "ScottishPower Energy Retail, Customer Care, Cathcart Business Park, Spean Street, Glasgow, G44 4BE".
- 15.3 Any failure by you or us to comply with any non-payment obligations under the Agreement will be excused if it is caused by events or circumstances outside our or your reasonable control. Anything which either of us does in performing any legal or regulatory duty we have will not constitute a breach of the Agreement.

#### **Notices under the Agreement**

- 15.4 **Our** notices to you will be:
  - 15.4.1 in writing and delivered by hand or post to you at the Premises; and/or
  - 15.4.2 in respect of an Online Energy Service Agreement, sent to you at the email address you have provided, or such other email address as you may notify to us for this purpose.
- 15.5 **Your** notices to us will be:
  - 15.5.1 delivered in writing or in person to ScottishPower Energy Retail, PO Box 7111, Cathcart Business Park, Glasgow G44 4BE or such other address as we may notify to you for this purpose;
  - 15.5.2 in respect of an Online Energy Service Agreement, sent to us at our email address specified in the Agreement or such other email address or online form provided on our website as we may notify to you for this purpose; and/or
  - 15.5.3 made by telephone where you speak to one of our authorised representatives or through the use of an automated telephone service where one is specifically provided for a particular form of notice.

#### Assignment and transfer of rights under this Agreement

- 15.6 We can assign and transfer any or all of our rights and obligations under the Agreement (including any payments due to us) to anyone else, provided they have obtained all the licences and approvals from Ofgem or other regulatory authorities they need to supply Fuel to the Premises. That person will take on the rights and 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, you will deal with the other person in respect of those rights and obligations.
- 15.7 You cannot assign or transfer any of your rights or obligations under the Agreement without first getting our written consent.

#### **Scope of Agreement**

- 15.8 In respect of a Verbal Agreement:
  - 15.8.1 the details recorded in the Letter will incorporate all the terms of the Verbal Agreement;
  - 15.8.2 you confirm that the information you gave us in the Verbal Agreement as recorded and detailed in the Letter is complete and correct; and
  - 15.8.3 you accept that the supply of Fuel will each start as soon as possible after the date of the Verbal Agreement.

- 15.9 All the terms of the Agreement between us and you are contained in these terms and conditions and in the brochures and specifications we have given you which relate to the Agreement. If there is any inconsistency between these terms and conditions and any Tariff-specific material, the Tarff-specific material will take precedence. These terms and conditions will apply to all supplies of Fuel we make to you.
- 15.10 The Agreement shall be interpreted and implemented:
  - 15.10.1 in accordance with English law if the Premises are in England and Wales; or
  - 15.10.2 in accordance with Scots law if the Premises are in Scotland.

#### 16 Continuing obligations

- 16.1 If the Agreement is ended, that will not affect any of the rights, remedies or obligations of you, us or the Distributor or Transporter which:
  - 16.1.1 existed before the ending of the Agreement or came about as a result of the ending of the Agreement; and/or
  - 16.1.2 are stated or intended in the Agreement to carry on after the ending of the Agreement.

#### 17 Limitation of liability

- 17.1 If we breach any term of the Agreement, or are negligent, you may be entitled to compensation from us for any loss or damage you have suffered as a result.
- 17.2 We will not have to compensate you for loss or damage caused by anything beyond our reasonable control, nor for any loss or damage which is consequential, indirect or financial or which arises from or amounts to a Financial Disadvantage or wasted expenses. We may have to compensate you if you are entitled to compensation for such loss or damage under the general law relating to death, personal injury or fraudulent misrepresentation.
- 17.3 Our total liability in respect of all claims for loss or damage caused by our breach of the Agreement, except for that occurring through death, personal injury or fraudulent misrepresentation, will not exceed £1,000,000 in any one calendar year.

#### 18 Use of personal information

- 8.1 We can use or pass on to other companies in our group of companies, our agents and/or our contractors any information which you provide to us or to our agents or contractors, or which we otherwise hold (whether or not under the Agreement):
  - 18.1.1 to identify you when you make enquiries or to contact you by mail, telephone, email, SMS text or other forms of electronic communication:
  - 18.1.2 to help administer any accounts, services and products provided by our group of companies;
  - 18.1.3 for market research and analysis or for demonstrating and testing computer systems;
  - 18.1.4 to help us, other companies in our group of companies, our agents and/or our contractors to detect debt, fraud or loss:
  - 18.1.5 to identify offers tailored to your needs, including tailored energy efficiency advice;
  - 18.1.6 to inform you about services and products which may be of interest to you (if you have consented to us doing so), including by visit, email, telephone, SMS text or other forms of electronic communication; and
  - 18.1.7 for all purposes related to any of the purposes listed above.
- 18.2 We can also transfer your data to countries outside of the European Economic Area for the purposes of:
  - 18.2.1 managing your account;
  - 18.2.2 providing our products and services to you; and
  - 18.2.3 marketing.
- 18.3 We can use an automated scoring system which uses information about you from credit reference agencies in order to manage your account and tailor our services to your needs.
- 18.4 We can monitor and/or record communications with you (including telephone conversations and emails) to confirm your identity, help maintain security and service quality, and for training purposes.
- 18.5 When you apply to open an account with us, we can check the following records about you and others (see Condition 18.6):

- 18.5.1 our own;
- 18.5.2 records held by Credit Reference Agencies ('CRAs'). CRAs supply to us both public information (including information from the electoral register) and shared credit and fraud prevention information. Please be aware that CRAs may place a search footprint on your credit file which other lenders/organisations may see; and
- 18.5.3 records held by Fraud Prevention Agencies ('FPAs').
- We can use these checks to assess applications, verify identities and prevent crime and money laundering. We can also make occasional searches of records held by CRAs and FPAs to manage your account(s) with us.
- 18.6 If you tell us that you have a spouse or financial associate, we will link you together so you must be sure that you have their agreement to disclose information about them. CRAs also link you together. These links will remain on your and their files until you or your spouse or financial associate successfully apply to the CRAs for disassociation.
- 18.7 Information regarding applications received by us may be sent to CRAs and recorded by them. If you receive products and/or services from us, we can give details of your account(s) to CRAs and, if you breach your payment terms, CRAs may record the outstanding debt. This information may 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 six years after they are closed, whether any debt has been settled by you or remains outstanding.
- 18.8 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 and/or other law enforcement bodies. In such circumstances, we may record details of any relevant criminal offences that you have or may have committed.
- 18.9 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. Such tracing may include sharing information about you with other Fuel Suppliers.
- 18.10 We can transfer any debt that you owe us to another organisation by providing them with relevant details. That organisation will then own your debt.
- 18.11 If we are told that you owe any debt to your previous Fuel Supplier, we may contact your previous supplier for details of your debt. If we are told that another Fuel Supplier has been asked to supply Fuel to your Premises, we may give details of your debt (if any) to that Fuel Supplier. We may ask your previous Fuel Supplier for information about you to help us take over your Fuel supply. We may also give your new Fuel Supplier information about you to help them take over your Fuel supply. We can provide information about you to another Fuel Supplier to help settle disputes about your Fuel supply.
- 18.12 Your data may also be used for other purposes with your specific permission or, in very limited circumstances, when required by law or by a regulatory body. We will try to give anonymised or aggregated data, but there may be circumstances where it is necessary to provide personal information and in those circumstances we will do so.
- 18.13 We may have to share information about you with government bodies for the purpose of government initiatives. Such sharing of personal information will only be done where necessary and, wherever possible, we will implement appropriate safeguards.
- 18.14 If we reasonably believe that you (or any member of your household) have particular needs which are relevant to the supply of Fuel to your Premises, we can record relevant information about you and/or them. We will use this information to make sure that your circumstances are recognised in our dealings with you. We can disclose such information for relevant purposes to:
  - 18.14.1 social service departments, charities, healthcare and other support organisations, if we believe that doing so is in your vital interests;
  - 18.14.2 another Fuel Supplier, if we believe that you are considering switching to another Fuel Supplier and it would benefit you to share this; and
  - 18.14.3 the relevant Transporter, Distributor or metering agents.
- 18.15 You have the right to a copy of the data about you on our systems on payment of a fee. You also have the right to receive further details about how your data is used by us, CRAs and FPAs by writing to: Data Protection Representative, ScottishPower Energy Retail, Section 5, Cathcart Business Park, Spean Street, Glasgow G44 4BE. You may also contact the CRAs currently operating in the UK. Information held by each CRA may not be the same, so it may be worth contacting them all. They will charge you a small fee. Contact details for the principal CRAs currently operating in the UK are as follows:
  - 18.15.1 Call Credit, Consumer Services Team, PO Box 491, Leeds LS3 1WZ. Telephone 0845 366 0071 or visit www.callcredit.co.uk

- 18.15.2 Equifax, Credit File Advice Centre, PO Box 3001, Bradford BD1 5US. Telephone 0800 090 2219 or visit www.equifax.co.uk
- 18.15.3 Experian, Consumer Help Service, PO Box 8000, Nottingham NG80 7WF. Telephone 0844 481 8000 or visit www.experian.co.uk

NOTE: Conditions 18.5 to 18.7 apply only to those customers who have applied for products and/or services from us since 1 October 2001.

This comprises the ScottishPower Gas and Electricity General Terms and Conditions for Domestic Customers.

#### **National terms of connection**

We are acting on behalf of the Distributor to make an agreement with you, under which you and the Distributor both accept and agree to observe the National Terms of Connection ('NTC'). This agreement will enter into effect and have an impact on your legal rights from the time that you enter into this contract. The NTC are a legal agreement, setting out rights and duties in relation to the connection at which the Distributor delivers electricity to, or accepts electricity from, the Premises. If you want a copy of the NTC or have any questions about it, please write to:

Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London, SW1P 2AF. www.energynetworks.org

#### For information: Supply characteristics

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

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

## Linked HomeComfort Premium Care

#### **Terms and Conditions**

#### 1 DEFINITIONS

Where the following words and phrases appear in these terms and conditions, they will have the following meanings:

*application* means the application, including some or all of these terms and conditions, made by *you* to *us* in writing, by Online Application or verbally for the supply of fuel under the *tariff* and provision of the *product* at the *premises*;

**application form** means the application form incorporating these terms and conditions made by **you** to **us** for the supply of fuel under the **tariff** and provision of the **product** at the **premises**;

**boiler service products** means any of **our** products that provide boiler services specifically designed for domestic properties;

**boiler** means the domestic boiler in **your premises**, which is fired by natural gas (and not liquid propane gas or oil) supplied from the mains gas supply for the purpose of heating domestic hot water and/or for heating a central heating system;

Care Terms & Conditions means these Linked HomeComfort Premium Care Terms and Conditions:

central heating system means the following components of a boiler and standard water-based central heating system: boiler and standard controls; standard time clock or programmer; room thermostat; cylinder thermostat; frost thermostat; circulating pump; motorised valves; thermostatic radiator valves; radiators; lockshield and wheelhead radiator valves; copper or approved plastic system pipework (excluding domestic water supply and gas supply from gas meter to appliance connection); standard vented hot water cylinder; feed and expansion tank or filling loop; and pressure vessel. Please note that it does not include commercial boilers or commercial controls (see paragraph 4.1);

date of sale means the date on which we accept your application for the tariff;

end date means the date on which your tariff comes to an end which is the 31st January 2018 unless terminated earlier in accordance with the tariff Terms & Conditions;

exclusion period means the period of 21 days after the date that the supply of gas and electricity to you commences under the tariff;

*premises* means the private domestic residential premises where the equipment supported by the *product* is situated;

product means the Linked HomeComfort Premium Care product as set out in these Care Terms and Conditions;

start date means the date your exclusion period ends;

*tariff* means the Fixed Price Energy January 2018 tariff described in the ScottishPower tariff leaflet;

tariff Terms & Conditions means the Fixed Price Energy January 2018 Terms and Conditions and the ScottishPower General Terms and Conditions for Domestic Customers (as set out in the Fixed Price Energy January 2018 tariff leaflet, please visit https://www.scottishpower.co.uk/legal/terms-and-conditions):

we and us means ScottishPower Energy Retail Ltd (company number SC190287) and/or our successors and assignees, and our means belonging to us;

you and customer means you, the individual customer who will receive the provision of the product at the premises and your means belonging to you, and

*year* means the 12 month period commencing on the *start date* and repeating annually until the end date.

#### 2. THE PRODUCT AND START DATE

- 2.1 The provision by us of the product to you is subject to the tariff Terms & Conditions.
- 2.2 We will not provide any services under the *product* before the *start date*.
- 2.3 You should note that we will not provide any emergency or breakdown services under the product within the applicable exclusion period.
- 2.4 Cover will automatically continue until 31st January 2018 unless either

*you* or *we* cancel the policy in accordance with these terms and conditions in accordance with section 6 or the *tariff Terms & Conditions*. A **breakdown** within the **exclusion period** is not covered by this *product* 

#### 3. WHAT'S INCLUDED

#### 3.1 Overview

- 3.1.1 Subject to the limitations set out in these *Care Terms and Conditions*, the *product* includes:
  - (i) An initial inspection of your central heating system, which we will aim to perform within 28 days of the start date. Please see paragraph 3.1.2 for more details of the initial inspection. Circumstances including, but not limited to, adverse weather conditions and excessive increases in emergency breakdown volumes may impact this timescale. Where we have not made an appointment for the initial inspection within that 28 day period, it is your responsibility to request an initial inspection. If you do not request an initial inspection within 90 days of the start date, we shall carry out the initial inspection upon your first annual service and operational safety check or at your first breakdown call out (whichever is earlier).
  - (ii) An annual service and operational safety check (please see paragraph 3.1.3 for more details).
  - (iii) The cost of labour and parts for repairs needed to maintain your central heating system in working order, provided that any such repairs will only be provided by us to you after the exclusion period has come to an end. If we have to replace any parts to maintain your central heating system, we will use parts of a similar or standard specification.
  - (iv) An unlimited number of call outs to perform repairs to your central heating system which are included under the scope of your product, provided that any such call outs and repairs will only be provided by us to you after the exclusion period has come to an end.
  - (v) Access to our 24 hour, 365 day free-phone customer helpline, provided that any call outs or repairs will only be provided by us to you after the exclusion period has come to an end.

#### 3.1.2 Initial Inspection and Remedial Works

- 3.1.2.1 All initial inspections are carried out by *us* in the manner set out in this paragraph 3.1.2 in order to confirm whether *your central heating system* can be supported under the *product*.
- 3.1.2.2 It is *your* responsibility to ensure access is provided so that *we* can complete an initial inspection of *your central heating system*. The initial inspection will allow *us* to confirm whether *we* can provide the *product* to *you*.
- 3.1.2.3 If you do not provide access for an initial inspection by us where either (a) an appointment has been made or (b) no appointment has been made and you have failed to contact us within 90 days from the start date, you acknowledge and agree that you will not be entitled to any initial inspection until your first breakdown call out or your first annual service and operational safety check.
- 3.1.2.4 Where your central heating system passes our initial inspection, we will aim to carry out your first annual service and operational safety check at the same time as the initial inspection.
- 3.1.2.5 If you call with a breakdown or emergency prior to our initial inspection, or if the initial inspection has been carried out but we have notified you that remedial works are required, we reserve the right to charge you for any work carried out, including labour and parts. We also reserve the right not to carry out any such work requested.
- 3.1.2.6 At the initial inspection, we will complete an inspection checklist.
- 3.1.2.7 If, immediately prior to this provision of the *product*, *you* received from *us* any similar services within *our* range of *boiler service products*, then under these *Care Terms and Conditions we* may not (at *our* sole discretion) provide the initial inspection.
- 3.1.2.8 If we identify a problem at the initial inspection or if it is identified at your first breakdown call out or at your first annual service and operational safety check (where an initial inspection has not yet been carried out) that your central heating system cannot be supported under the product:

- (i) We will identify and advise you of any remedial work required to bring your central heating system up to a satisfactory standard that we can support. The cost of any necessary remedial work is not included under the product, and you will be required to have such remedial work carried out and pay for such work if you want the product and tariff to continue; and
- (ii) All remedial work identified and advised to you must be carried out satisfactorily and by a Gas Safe registered engineer within 14 days from the date of the initial inspection.
- 3.1.2.9 If your central heating system fails the initial inspection and cannot be supported under the product, or it is identified at your first breakdown call out (where no initial inspection has yet been carried out) that your central heating system cannot be supported under the product and either: (i) you decline to undertake any remedial work identified as necessary to bring the central heating system up to the required standard to pass the initial inspection; or (ii) you have not notified us that such remedial work has been carried out within 14 days of the date of the initial inspection or first breakdown call out (as applicable), then the product will be cancelled and your gas and electricity supply under the tariff will be moved on to our Standard tariff prices on the same payment method in accordance with the tariff terms and conditions.
- 3.1.2.10 If you notify us that the remedial works required following the initial inspection have been carried out, we reserve the right to carry out a further inspection and if such work is not to our satisfaction then the product will be cancelled and your gas and electricity supply under the tariff will be moved on to our Standard tariff prices on the same payment method in accordance with the tariff terms and conditions.
- 3.1.2.11 We apply limitations on the age of the *boilers* we can support under the *product*. In addition, *we* may apply some reasonable limitations on *central heating system* ages, makes and/or models which we can support under the *product*.

#### 3.1.3 Service and Operational Safety Check

- 3.1.3.1 **We** aim to carry out the service and operational safety check annually
- 3.1.3.2 Subject to paragraph 3.1.3.3, **we** aim to carry out the first service and operational safety check at the same time as the initial inspection where the **central heating system** passes **our** initial inspection, and **we** aim to carry out any subsequent service and operational safety check on or around the anniversary of the preceding service and operational safety check, subject to **your** appointment preferences and **our** workforce availability. Circumstances which impact on **our** workforce availability including, but not limited to, adverse weather conditions and excessive increases in emergency breakdown volumes, may impact this timescale and **we** may need to rearrange any planned appointment with **you** on giving **you** reasonable notice. **We** aim to conduct the majority of annual service and operational safety checks visits during the spring and summer months.
- 3.1.3.3 If, immediately prior to the *start date*, *you* received from *us* any similar services within *our* range of *boiler service products* then under this *product we* will aim to continue to provide the service and operational safety check (if appropriate) on or around the anniversary of *your* preceding service and operational safety check carried out under the terms of *your* previous *boiler service product*.
- 3.1.3.4 The service and operational safety check may include a full strip down service if we consider appropriate.
- 3.1.3.5 Without prejudice to *our* rights under paragraph 7.3, if *we* do not obtain access for the purposes of conducting an annual service and operational safety check on at least two occasions, or if *you* do not respond to reasonable attempts to contact *you*, *we* may (at *our* sole discretion) infer that *you* do not wish to have the annual service and operational safety check carried out within that *year* in which case *we* will move *your* annual service and operational safety check to around the same time the following *year*. *You* can still arrange for an annual service and operational safety check to be carried out before the end of that *year* by contacting *us* to arrange a new appointment up until the *end date*.

#### 3.1.4 Emergencies and Breakdowns

- 3.1.4.1 For emergencies and breakdowns you can contact our 24-hour, 365 days a year manned helpline at any time. We will treat emergencies and breakdown calls as a priority over initial inspection visits and annual service and operational safety check calls.
- 3.1.4.2 The provisions of paragraphs 7.2 and 7.3 shall also apply in relation to appointments for emergencies and breakdowns.

#### 4 WHAT'S NOT INCLUDED

4.1 The *product* only includes a single domestic *boiler* located at the *premises*, which must have a heat input capacity of 70kW or less. *You* should also note that the *product* does not apply to any commercial boilers (including, but not limited to, boilers with a heat input capacity

- in excess of 70kW) or to any commercial controls (including, but not limited to, pumps, valves and other controls which are designed for use in commercial premises and/or in respect of commercial heating controls). In addition, under-floor heating systems, pressurised cylinders, unvented hot water systems, condensate pumps, standalone thermal store appliances, magnetic filtration devices, system pipework and domestic utility supply pipes (including, but not limited to, cold feed mains water supply pipes and gas supply pipes) are not included under the *product*. In no circumstances will *we* be required to replace *your boiler* and/or *central heating system* under the *product*.
- 4.2 The *product* does not include any services, work, materials and/ or parts (or the associated costs of any services, work, materials and/or parts) that are required:
  - (a) as a result of (i) your boiler and/or any other part of your central heating system not being accessible due to a design fault, (ii) your boiler and/or any other part of your central heating system not complying with relevant British Standards, (iii) your own misuse, intentional damage or negligence, or any damage caused by any third party, and/or (iv) any damage arising from your failure to carry out any repairs to your boiler and/or central heating system that we have advised you to carry out;
  - (b) to carry out (i) any chemical system and/or radiator flushes, (ii) the rectification or removal of any physical blockages (such as sludge) or the removal of any airlocks and/or (iii) the removal of hazardous materials (including, but not limited to, asbestos) from the *premises*;
  - (c) as a result of (i) any external damage (including, but not limited to, damage caused by flood, storms, freezing, lightning, fire, accident, explosion, subsidence) or other structural changes (we recommend that you check that your home insurance policy covers these risks) and/or or (ii) any issues with or changes in utility supplies (including, but not limited to, electricity, gas or water) howsoever arising; and/or
  - (d) to reset controls (for example, but without limitation, timer settings), unless required as part of the repair or replacement of a faulty component that is supported under the *product*.
- 4.3 In addition to the other relevant exclusions set out in these *Care Terms and Conditions*, the *product* does not include any work, materials and/or parts (or the associated costs of any work, materials and/or parts) that are required in connection with any breakdown of and/or repair to *your boiler* and/or *your central heating system* where:
  - (a) spare parts are not readily available through our approved suppliers;
  - (b) in our technical and professional opinion the cost of carrying out a necessary repair to (i) your boiler is more than the residual value of your boiler by reference to its age and condition or (ii) your central heating system (i.e. excluding your boiler) is more than the residual value of your central heating system (i.e. excluding your boiler);
  - (c) the repair is needed as a result of design faults, or faults or defects that existed before the *date of sale* but which *we* could not (using reasonable skill and care) identify at the initial inspection, but which if identified would have required to have been rectified by *you* under paragraph 3.1.2.8 (including, but not limited to, defective pipework);
  - (d) the repair relates to any non-standard components and/or the repair and/or replacement of decorative parts of your central heating system (for example decorative radiator covers). If your central heating system includes any non-standard component type (for example heated towel rails, or designer, column or castiron radiators) where repairs or replacements are necessary, we may replace any such non-standard components with standard components of an equivalent output, unless you to us pay any additional costs associated with the non-standard components;
  - (e) a repair to a flue is required, where (i) that flue is not part of the *central heating system* or (ii) access to that flue was not readily accessible or the flue could not otherwise be accessed or inspected by *us* (using reasonable skill and care) at the initial inspection; and/or
  - (f) the breakdown occurred during the applicable *exclusion period*.
- 4.4 Where paragraph 4.3(a) or 4.3(b) applies, we will notify you and you will be required to replace the boiler and/or central heating system (as the case may be) at your own cost. We will endeavour to help you identify options for replacing the boiler and/or central heating system, such as grant funding, incentives and discounted offers. You must notify us when the boiler and/or central heating system has been replaced, and we reserve the right to carry out an inspection and if such replacement is not to our satisfaction then the product will be cancelled and your gas and electricity supply under the tariff will be moved on to our Standard tariff prices on the same payment method in accordance with the tariff terms and conditions.
- 4.5 If, within 28 days of the date on which **we** require **you** to replace **your boiler** and/or **central heating system** under paragraph 4.3, **you** do not have **your boiler** and/or **central heating system** replaced or **you**

- have not given *us* notice as required under paragraph 4.3, we will cancel this *product* and *your* gas and electricity supply under the *tariff* will be moved on to our Standard tariff prices on the same payment method in accordance with the *tariff terms and conditions*.
- 4.6 Where the costs in accessing all relevant parts of your boiler and other parts of your central heating system are in our reasonable opinion excessive, you will make such arrangements (at your own cost) as we may require in order to gain access to allow us to provide the relevant services to you.
- 4.7 We are not legally responsible or liable to you for (i) any damage to other property that is caused by a fault in your boiler or central heating system (for example, but without limitation, where the boiler leaks and caused water damage to carpets); and/or (b) any redecoration or repair/replacement of any fixtures and fittings, surface or floor coverings required as a result of us attending at your premises and/or carrying out any work. Such matters are your responsibility, unless directly caused by our negligence in providing the product to you, or by us breaching these Care Terms and Conditions.
- 4.8 We will not carry out any work at the premises where there is a health and safety risk and/or where there is any other risk to the safety, security and/or wellbeing of any our staff or contractors (including, but not limited to, where there is any threatening or aggressive behaviour towards our staff or contractors). Work at the premises cannot be carried out unless and until we are satisfied that the relevant risk has been removed. A health and safety risk may include, for example, risk of physical danger to our employees or contractors or presence of hazardous materials (including, but not limited to, asbestos) on the premises.

#### PAYMENT

As there is no payment applicable for the **product**, no refunds or other amounts will be payable to **you** if the **product** is cancelled.

#### 6. CANCELLATION

#### 6.1 RIGHTS OF CANCELLATION

- 6.1.1 You may cancel this product at any time by cancelling your gas and electricity supply contract under the tariff Terms & Conditions or by moving to an alternative ScottishPower tariff. We may cancel this product at any time by cancelling your gas and electricity supply contract under the tariff Terms & Conditions. In these circumstances the product will automatically be cancelled. As there is no additional payment applicable for the product under the tariff, no refunds or other amounts will be payable to you if the product is cancelled for any reason.
- 6.1.2 In addition to the rights set out in the *tariff Terms & Conditions* we may cancel the *product* immediately in the following circumstances:
  - (i) you provide false information (on your application form or otherwise):
  - (ii) if
  - (a) spare parts are not readily available to allow **us** to maintain **your central heating system**; or
  - (b) if in *our* technical and professional opinion the cost of carrying out a necessary repair to *your*:
    - (A) central heating system (excluding your boiler) is more than the residual value of your central heating system (excluding your boiler) by reference to its age and condition; and/or
    - (B) **boiler** is more than the residual value of **your boiler** by reference to its age and condition;
  - (iii) circumstances arise (including, but not limited to, where there are health and safety issues such as asbestos being discovered and/ or where there is any risk to the safety, security and/or wellbeing of any of our staff or contractors) which prevent us from providing the product to you;
  - (iv) we are unable to access your premises as set out in paragraph 7.3;
  - (v) your central heating system and/or boiler cannot be supported by us as set out in paragraphs 3.1.2.9, 3.1.2.10, 4.4, 4.5 and/or 9.3; or
  - (vi) your central heating system and/or boiler cannot be supported by us as set out in paragraphs 3.1.2.9, 3.1.2.10, 4.4, 4.5 and/or 9.3; and your gas and electricity supply under the tariff will be automatically moved on to our Standard tariff prices on the same payment method in accordance with the tariff terms and conditions.

#### 7. APPOINTMENTS

- 7.1 Initial inspections, gas safety checks and annual service and operational safety check visits will (as applicable) be carried out at an agreed date and time, either between the hours of 0800 to 1300 or the hours of 1300 to 1800, Monday to Friday excluding bank/public holidays and will be subject to *our* workforce availability. Please note that breakdown calls will be treated as a priority over annual service and operational safety check calls.
- 7.2 To arrange any appointments with *you*, *we* may contact *you* by phone, email, letter or SMS text message. If *you* will not be able to keep an agreed appointment for any reason, *you* should contact *us* as soon as possible to make a new appointment. Where *we* have agreed an

- appointment window with *you*, *we* will make every effort to arrive on time. Where *we* are delayed for reasons outside our control, *we* will contact *you* as soon as possible to advise *you* of the delay and to arrange an alternative time and/or date suitable for *you*.
- 7.3 You must provide us with reasonable access to your premises to allow us to carry out the services referred to in paragraph 7.1. If we do not obtain access to your premises we will tell you and arrange another appointment. Access to the premises must be provided by an adult of a minimum of 16 years of age where the premises are in Scotland, or 18 years of age where the premises are in England or Wales. If we do not obtain access on at least two occasions, or if you do not respond to reasonable attempts to contact you, we will consider the appointment cancelled. We also reserve the right to cancel the contract, and will notify you if we do so.

#### 8. CHANGES TO THE CONTRACT

8.1 We may make changes to these Care Terms and Conditions at any time (a) if we are required to do so by any court or competent authority, or we need to do so to reflect any change in the law or relevant industry guidance or codes of practice and/or (b) for any other reason, provided that such change is not to your disadvantage. If we do, we will notify you of the changes in writing.

#### 9. SAFETY RECOMMENDATIONS

- 9.1 If, in *our* professional opinion, permanent repairs, improvements or upgrades to *your central heating system* are necessary to ensure that it is safe (for example, to comply with gas safety regulations, such as upgrading *your* ventilation to meet current standards or due to the lack of availability of spare parts), *we* will tell *you* this.
- 9.2 **You** should arrange for any work required under paragraph 9.1 to be completed by a Gas Safe registered engineer.
- 9.3 If you do not take our advice, and fail to have the necessary work carried out, it may mean that we cannot carry out all of our obligations under these Care Terms and Conditions. If that happens, we will cancel the product and your gas and electricity supply under the tariff will be automatically moved on to our Standard tariff prices on the same payment method in accordance with the tariff terms and conditions.

#### 10. GENERAL LEGAL

- 10.1 We will carry out our obligations under the Care Terms and Conditions within a reasonable time unless this is impossible due to circumstances which are beyond our reasonable control.
- 10.2 These Care Terms and Conditions do not affect any legal rights which you may have under consumer protection legislation (including, without limitation, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013) and under the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982. You can obtain advice about your legal rights from a Citizens Advice Bureau or Trading Standards Department.
- 10.3 **We** may sub-contract any of **our** obligations under these **Care Terms and Conditions**.
- 10.4 We may assign and transfer any or all of our whole rights and obligations under and in terms of these Care Terms and Conditions (including any monies payable to us) to another party provided they (or their contractors or agents) hold the appropriate Gas Safe registration. As a result that party will acquire the rights and assume the obligations as if it had been the original party to these Care Terms and Conditions with you. We will be released from all of our obligations under these Care Terms and Conditions 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 these Care Terms and Conditions without first of all obtaining our consent in writing. We will not unreasonably withhold our consent.
- 10.5 If requested by us at any time you will give to us all the information we reasonably require to enable us to operate these Care Terms and Conditions.
- 10.6 So long as events or circumstances outside our or your reasonable control unavoidably prevent either us or you from complying with any of our or your respective obligations under these Care Terms and Conditions, 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 required by any relevant legislation will not constitute breach of these Care Terms and Conditions.
- 10.7 Any delay on our part in enforcing any term, condition, right or remedy in respect of these Care Terms and Conditions will not be deemed to be a waiver of any such term, condition, right or remedy.
- 10.8 If the *customer* comprises more than one person, all agreements and obligations entered into in these *Care Terms and Conditions* 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 these *Care Terms and Conditions* or grant any relaxation without affecting the liability of the other of those persons.
- 10.9 Any notices to be given under these *Care Terms and Conditions* should be in writing and delivered by hand or sent by post or email. *We* will send any notices to the *premises* and will assume *you* have received any notice two working days after *we* have sent it unless *we* receive evidence that *you* have not. *You* must send any notices by post to Scottish Power Energy Retail Ltd, Section 25, PO Box 7111, Cathcart Business Park, Cathcart, Glasgow G44 4BE, or any other address notified to *you* for this purpose.
- 10.10 If any part of these *Care Terms and Conditions* is not permitted or is held to be ineffective by any court of law or other regulatory or competent body, this will not affect any other part of these *Care Terms* and *Conditions*.
- 10.11 If we are required by any court or competent authority to amend these Care Terms and Conditions, or need to do so to reflect any change in the law or relevant industry guidance or codes of practice, we will do so, and will notify you of the changes.
- 10.12 For the avoidance of any doubt, the *product* provides services by *us* to *you* and does not constitute a contract of insurance between *you* and *us*. This means that the *product* is not regulated by the Financial Conduct Authority and also means that if *you* have any complaint relating to the *Product* and/or the services that *we* provide to *you* under these *Care Terms and Conditions*, *you* will not have the right to refer the complaint to the Financial Ombudsman Service.
- 10.13 These *Care Terms and Conditions* and any matters or disputes arising from or in connection with them shall be governed by:
  - (i) the laws of England and Wales in the non-exclusive jurisdiction of the Courts of England and Wales, if the *premises* are in England or Wales; or
  - (ii) the laws of Scotland in the non-exclusive jurisdiction of the Scottish Courts, if the *premises* are in Scotland.

ScottishPower Energy Retail Limited (company number SC190287), has a place of business at Cathcart Business Park, Spean Street, Cathcart, Glasgow G44 4BF.

#### **Fixed Price Energy January 2018**

#### **Terms and Conditions**

- Supplies of mains gas and electricity from ScottishPower under the Fixed Price Energy January 2018 Tariff ("Tariff") must be applied for from 16th July 2015 until the date when the Tariff is withdrawn by us. All applicants must be aged 16 years or over and must contract to pay, and continue to pay, for the energy supply under the Tariff by monthly Direct Debit.
- 2. Subject to condition 9, ScottishPower guarantees that the Tariff prices will remain fixed until 31st January 2018.
- The Tariff includes Linked HomeComfort Premium Care ("Care") which is provided subject to the Linked HomeComfort Premium Care Terms and Conditions ("Care Terms and Conditions"). The Care will start 21 days after the date that the supply of gas and electricity to you commences under the Tariff, and subject to the Care Terms and Conditions and these terms and conditions, will continue until 31st January 2018. No payment is applicable for the Care. The Care Terms and Conditions also include an exclusion of service where (i) if it is identified at your initial inspection, your first breakdown callout or at your first annual service and safety check (where initial inspection has not been carried out) that your central heating system cannot be supported under the Care Terms and Conditions; (ii) the cost of repairing a breakdown exceeds the residual value of the central heating system, outlined in clause 4 of the Care Terms and Conditions. If the Care is cancelled as a result of any of the conditions outlined in the Care Terms and Conditions then ScottishPower shall be entitled to transfer you to our Standard tariff prices on the same payment method

No refunds or other amounts will be payable if the Care is cancelled in accordance with these terms and conditions or the Care Terms and Conditions. If you already have a ScottishPower HomeComfort product, then by choosing this Tariff, we will cancel your existing product at the start date of your Care (21 days after the date that the supply of the gas and electricity to you commences under the Tariff).

- 4. If you move to another of our tariffs or cancel your supply contract by switching to another gas and/or electricity supplier before 31st January 2018, you do not have to pay any exit fees. If you cancel your supply contract for gas or electricity only, you agree that we shall be entitled to transfer your remaining gas or electricity account to our Standard tariff prices on the same payment method. In this circumstance or if you switch to another of our tariff(s) before 31st January 2018, you will no longer be entitled to the Care or any other of the benefits offered under the Tariff.
- 5. ScottishPower will write to you before the end of this Tariff to let you know what will happen next. We will, unless you choose another option, move you to our Standard tariff prices for your payment method on 1st February 2018. Your Care will automatically come to an end on 31st January 2018. Alternatively you may want to choose another of our tariffs or to cancel your contract with ScottishPower by switching to another supplier.
- The prices given in this leaflet are those you pay under your contract for your Tariff and replace any mains gas and electricity prices which you may currently pay.
- If you leave the property to which the Tariff applies, you will not be able to transfer that Tariff (including the Care) to another property.
   You will be entitled to apply for the version (if any) of the Tariff on offer from ScottishPower at that time for that other property.
- 8. ScottishPower will meet the Tariff fixed price guarantee (in condition 2) unless prevented from doing so by the actions or requirements of any governmental, statutory or licensing authority.
- 9. In the event that ScottishPower is unable at any time prior to 31st January 2018 to continue to offer the Care described in the Care Terms and Conditions, ScottishPower will arrange (at no cost to you) a suitable replacement product. Any replacement product arranged by ScottishPower will provide a scope and level of care that is equivalent to or better than the Care provided under the Care Terms and Conditions. If ScottishPower arranges a replacement product pursuant to this condition 10, you agree that ScottishPower can substitute the relevant terms and conditions for that replacement product in place of the Care Terms and Conditions on providing written notice to you.
- 10. If you fail to make a payment to ScottishPower under your payment method when it is due, we shall be entitled to transfer you onto our Standard tariff prices, change your payment method to an appropriate cash payment method and to cancel your Care. To consider the impact on your prices and terms and conditions should this occur, please go to www.scottishpower.co.uk. We will notify you of any changes to your payment method and prices should this be necessary.

- 11. The Tariff is available to all customers except those that (i) live in postcode areas which commence with the following two letters: BR, CR, DT, EC, EN, HA, IG,LD, NW, PL, RM, SM, SP, SY, TR, WD or (ii) already have in place a contract or insurance policy, with a provider other than ScottishPower, covering repair and/or maintenance of the central heating system at their property at the time they apply for the Tariff. If you have a product with ScottishPower this will be cancelled as detailed in condition 3 above. If at any time you do not meet any of these eligibility criteria we shall be entitled to transfer you onto our Standard tariff prices on the same payment method and to cancel your Care.
- These terms and conditions are in addition to (i) the ScottishPower Gas and Electricity General Terms and Conditions for Domestic Customers and (ii) the Linked HomeComfort Premium Care Terms and Conditions.

Gas and Electricity will be supplied to you under the ScottishPower Energy Retail mains gas and electricity supply licences.

#### **General Notes**

All prices shown apply to (i) domestic electricity customers; and (ii) domestic mains gas customers, with eligible postcodes.

Two Rate Meter and Economy 7 and White Meter No. 1 means that units used at night are charged at a lower rate than those used during the day.

'Night' means 7 hours that the local distribution company in your area chooses (8 hours in Scottish Hydro Electric area and 8.5 hours in ScottishPower area) between 10pm and 10am. 'Day' means at all other times. Our Two Rate Meter prices are best suited to customers who are currently supplied on Domestic Economy 7 Rate (Domestic Economy in Scottish Hydro Electric area and White Meter No. 1 in ScottishPower area). Advice for customers who are currently supplied on other electricity rates is available by calling 0800 400 200 (lines open Monday to Friday 8am – 10pm and Saturdays 8.30am – 6pm).

\*If ScottishPower supplies your gas and electricity at the same address you'll get an annual Gas & Electricity discount of £5.25 (incl. VAT) per fuel. This is shown on your bill as a daily amount.

\*\*If you manage your account online you'll get an annual discount of £5.25 (incl. VAT) per fuel. This is shown on your bill as a daily amount. For full details of ScottishPower's Online Energy Service terms and conditions, please visit www.scottishpower.co.uk

Your bill will show prices excluding VAT, with VAT at the then current relevant rate from time to time being added to the total charges to calculate the total amount payable. VAT inclusive prices are shown at the current rate of VAT. These prices and any applicable exit fees set out in this leaflet will be amended, if there is a change in the VAT rate at any time or times before 31st January 2018, by an amount equivalent to the applicable change in the VAT rate.

#### Fixed Price Energy January 2018 tariff Notes

This Tariff is only available to customers who take both gas and electricity from ScottishPower, pay their bills monthly by Direct Debit and where their electricity meter is either a single or two rate meter (excludes heating tariffs). A gas only or an electricity only version of this tariff is not available.

Prices effective from 16th July 2015.