

## Terms and Conditions for M&S Energy v2.1

### Octopus Energy Limited - General Terms & Conditions for M&S Energy Domestic Customers

"Address"	the Domestic Premises, as identified in the Welcome Pack, to which we supply Energy under the Contract
"Application"	an application for the supply of Energy to the Premises, completed by you and submitted to us over the internet or made with us on the telephone or in person.
"Contract"	the contract under which we supply Energy to the Premises and includes a Deemed Contract unless otherwise specified
"Contract Start Date"	the date on which the Contract is entered into by you and us (and becomes a legally binding agreement)
"Deemed Contract"	a Contract formed between you and us in the circumstances set out in clause 4
"Domestic premises"	premises at which the supply of Energy is used wholly or mainly for domestic purposes
"Electricity distributor"	the licensed operator of the distribution system through which electricity is supplied to you
"Energy"	gas or electricity or both: (i) as selected on your Application; (ii) as supplied under a Deemed Contract; or (iii) as has otherwise been agreed between you (or any person authorised on your behalf) and us to be supplied under the Contract.
"Fixed Rate Tariff"	A plan for the supply of gas or electricity or both, in which the unit rate charged is fixed for a period of time as advertised at the time you sign-up
"Gift card"	a prepaid stored-value card (or electronic card) which we may offer to customers from time to time as a reward. This can be used as an alternative to cash for purchases within M&S
"Metering Equipment"	the meter and any ancillary equipment which records the quantity of Energy supplied to the Address
"Miscellaneous Charges"	any charges under the Contract other than charges for the supply of Energy to the Premises;
"M&S Energy"	A trading name for energy and services supplied by Octopus Energy Limited in collaboration with Marks and Spencer plc
"Notice of Amendment"	a notice we will send you before we make a particular amendment to the Contract without your consent. This notice will inform you: (i) of the specific amendments which are proposed; (ii) that you may end the Contract by changing to another supplier or entering into a new contract with us; (iii) of where you can obtain advice and information about changing to another supplier; (iv) that we may prevent you from changing supplier if you have failed to pay our charges as required under the Contract; and (v) any other information which our license conditions require us to include.
"Ofgem"	the Gas and Electricity Markets Authority, which regulates the gas and electricity markets in Great Britain
"Payment Method"	the way you choose to pay your bill. This could be Standard Direct Debit, Flexible Direct Debit or credits for Prepayment Meter
"Premises"	the property (including any part of any land, building or structure) to which Energy will be supplied under this Contract and at which Energy will be used wholly or mainly for domestic purposes
"Prepayment Meter"	a meter that has to be topped-up in advance in order for the Supply to be made and includes a smart meter in prepayment mode.

"Price Plan"	any price and Payment Method (including all associated terms and conditions) included in your Tariff Booklet
"Privacy Policy"	our policy on how we manage your personal data
"Recommended Direct Debit"	the amount shown as the recommended direct debit in your Welcome Pack and on your statement of account
"Statement of Account"	this documents the charges for that month and your payment for the supply of energy to your premises
"Supply Start Date"	the date on which we start to supply Energy as set out in clause 5 in circumstances where this Contract is not a Deemed Contract;
"Tracker Tariff"	A contract for the supply of gas or electricity or both, in which the charges vary according to the cost of supplying gas or electricity as defined by a formula that forms part of your Contract.
"Variable Rate Tariff"	A contract for the supply of gas or electricity or both, in which the unit rates charged may go up or down over time according to market conditions. In the case of a price increase at least 30 days notice will be provided before the price change applies.
"Welcome Pack"	a pack that is supplied either via email or paper mail, that includes a letter confirming the Address that we will supply, your personal projection from the quote, contracted tariff information and monthly direct debit amount
"Working Day"	any day other than a Saturday, a Sunday, Christmas Day, Good Friday or a day that is a bank holiday with the meaning of the Banking and Financial Dealings Act 1971;
"we", "us" and "our"	in each case refers to M&S Energy provided by Octopus Energy Limited (09263424), which has its registered address at 33 Holborn, London EC1N 2HT;
"you", "your" and "customer"	in each case refers to the person or persons named on the Application, any persons notified to us from time to time and accepted by us or the person or persons who enter into a Deemed Contract with us.

## 1. Introduction

These Terms and Conditions, and our tariffs shall form the contract between you and Octopus Energy Limited for M&S Energy.

Please read these Terms and Conditions carefully so that you fully understand your commitments and our responsibilities.

## 2. General

These General Terms and Conditions govern the supply of gas and/or electricity by Octopus Energy Limited to you as a customer at Domestic Premises. The definitions and explanations at the start of these Terms and Conditions apply.

We are not currently a Feed-in Tariff provider. If you have a microgeneration installation on your premises, it is your responsibility to contract with an eligible Feed-in Tariff licensee for your microgeneration payments.

## 3. Contract Start Date

1. Your contract with us starts when you accept the Terms & Conditions in the sign-up process.
2. Our customer services are provided via email and online (including via a mobile phone application), and it is your responsibility to ensure you have the equipment necessary to access these.
3. By agreeing to this contract, you are agreeing that you will undertake the following actions:
  1. provide monthly meter readings using the link in the email sent to you (which can be via smart phone or computer) or via a mobile phone application that we may provide,

2. receive statement of account, with notification of the next payment amount, in pdf file format via email,
3. make any changes to your Direct Debit and contract changes via email or via your online account or via the mobile phone application,
4. keep your personal details (including current email address) accurate and up to date,
5. confirm that you are the owner or occupier of, or for any other reason have responsibility for, the Premises (or will be on the date you want your Supply to start)

#### **4. Deemed Contract**

1. Means a contract between us and you which is deemed to have been formed because we supply gas and/or electricity to a property of which you are the owner or occupier, when you have not actively agreed to that supply by us.

Instances when this can happen include when:

- you move into a rental property, if you do not take any action to move supplier;
- you come to the end of a fixed-term contract and do not take any action to move to a different tariff;

#### **5. Supply Start Date**

1. We aim to begin the supply to you within 21 working days from the day you signed-up for M&S Energy, unless you have specifically requested us to start supply at a date outside this period.
2. We will not be able to begin supply if we have not obtained all the information we need to start the supply; or, your existing supplier blocks the switch; or, some part of your account with your previous supplier is in debt: or, we cannot complete it because you have not supplied the required information on your property/meter; or, your meter is not suitable for the tariff we are to provide.

#### **6. Your Rights of Cancellation**

1. You may cancel the contract via email or our website at any time within the 14 calendar days following the date of your signing-up for M&S Energy.
2. If we currently supply Energy to the Premises and you cancel your Contract with us, we will continue the supply under our Deemed Contract terms and conditions until a new supplier to the Premises is appointed.
3. In the event of you having chosen to start supply in advance of the 14th calendar day after signing up for M&S Energy, and then decide to cancel, your supply will be changed back to your former supplier within a further 21 working days and you will need to pay the charges for the supply from the Supply Start Date to the date when you are switched back to your former supplier.

#### **7. Our Prices and Charges**

1. Our prices for supplying gas and/or electricity will be sent to you via email and are available on our website. In the case of a Tracker Tariff, the formula that defines the charges will be sent to you via email and will be available on our website.
2. Our charges are based on the Energy consumed by you at the Premises as recorded by the Metering Equipment and calculated based on a meter reading supplied by you, or taken by us, or our agents. Or in the event that no meter reading is supplied, we will use an estimate.
3. The charges to you start from the Supply Start Date
4. Internally, calculations are run with up to 64 bit precision maths, but for clarity we may round to 4 significant figures in presentation. For example, unit prices may be round to the nearest 0.01p and monthly amounts may be rounded to the nearest penny.

5. Our charges are based on:
  1. A daily standing charge which is a fixed amount;
  2. A single unit rate charge, which is a charge for each unit used under your agreed tariff for your location
  3. If you are on a Fixed Rate Tariff the rate(s) will be the one(s) that applied on the date you signed up
  4. If you are on a Tracker Tariff or a Variable Rate Tariff, the rate(s) will be the one(s) that applied at the time Energy was consumed. A Tracker Tariff will follow a publicly available index that will be notified to you at the time you sign up or in advance of moving onto a Deemed Contract if that is a Tracker Tariff.
  5. If you have an Economy 7 meter or equivalent, your electricity will be charged at two rates – a higher day rate, and a cheaper night rate. This night rate will typically apply for a number of hours between 8pm and 8am. The actual times that your night rate applied will depend on where you live. They are coded into your meter and should be also be written there for you to see.
  6. In the event that you live in a development supplied by an Independent Gas Transporter and/or Independent Distribution Network Operator, there will be incremental charges. Depending on your area, these can include both a fixed amount and unit charge, and we will pass these charges on to you through your account statement for payment as a part of your supply.
6. We can also charge you for reasonable costs that aren't included in our tariffs under certain circumstances. We'll tell you how much this charge is at the time, and we'll provide a breakdown of the costs if you ask us for one. These can include costs arising from the following:
  1. Visiting your property and stopping, disconnecting or reconnecting your supply if you ask us to do it (for example if you want to move your meter or need to disconnect it temporarily), or to repair damage that you have caused to the meter);
  2. Inspecting, testing or working on your meter if you ask us to but there's no problem with it;
  3. Replacing payment cards or keys, if you have a prepayment meter;
  4. charges we are required to pass on to our customers by law or regulation, or a regulatory authority (such as Ofgem);
  5. any reasonable costs we incur (including administration costs) because you failed to meet the terms and conditions of this contract.
7. VAT is also payable at the applicable rate.

## **8. M&S Energy Referral Scheme**

1. From time to time we may offer a referral scheme which pays a reward to you or someone you introduce to us once they have made their first direct debit payment to us and are supplied Energy by us, subject to eligibility.
2. You will not be eligible to refer customers to us under the M&S Energy referral scheme if:
  1. You are not an existing M&S Energy customer;
  2. You do not refer a customer to us through the personalised link that we send to you or which you can find in your online account ("Personalised Link"). Referrals not made through your Personalised Link or which are claimed retrospectively are not eligible and will not be rewarded;

3. We have reason to believe you are sending or advertising your Personalised Link to people who are not known to you or if you are in any way trying to benefit from our referral scheme on a commercial basis rather than for personal use. In other words, if you "take the mickey", you won't be eligible;
3. Anyone you refer to us under the referral scheme will not be eligible for a reward if:
  1. They sign up to us in any way other than directly on line using your Personalised Link. For example, if you refer someone and they sign up to us via a third party like a price comparison site neither you nor they would qualify for a reward under our referral scheme;
  2. They are an existing customer of Octopus Energy or are already a customer of M&S Energy;
  3. They cancel their agreement with us before their Supply Start Date or their first successful direct debit payment;
  4. We have reason to believe you are sending or advertising your Personalised Link to people who are not known to you or if you are in any way trying to benefit from our referral scheme on a commercial basis rather than for personal use; and/or
  5. They have been a customer of Octopus Energy or M&S Energy within the last 12 months.

## **9. Payment Method**

1. You are responsible for paying for the supply until your Contract with us ends. If you have entered into this Contract together with other people, each person will be jointly and severally liable for any money owed to us.
2. The method of payment will be standard monthly direct debit and you are responsible for ensuring that the direct debit can be paid in full on the due date. If you are struggling to pay we may install a Prepayment Meter or switch your smart meter into pre-payment mode, which will require you to top up credit to pay for your supply in advance.
  1. (i) you should keep your account in credit; (ii) we will constantly track and carry the balance forward to the next month's statement of account.
  2. we typically set your Direct Debit amount based on the amount of energy we think you'll use across a year divided by twelve.
  3. we aim to review your Direct Debit at least twice a year, and offer to reduce your Direct Debit if it's too high based on actual meter readings, or increase the Direct Debit if it is too low so you don't build up debt.
  4. we will issue your statement at least 5 working days before the direct debit is due to come out of your account
  5. if your Direct Debit fails due to insufficient funds, we will let you know and re-present the automated instruction within 5 working days.
  6. your Direct Debit amount will be shown on your statement, and you should contact us if you believe your bill is incorrect.
  7. If the amount payable is the subject of a bona fide dispute, the undisputed portion should be paid on your usual direct debit date. Any disputed amount should be paid via bank transfer within 7 working days of the dispute being resolved. No amounts can be offset or withheld on the monthly direct debit unless a credit note has been issued.
3. We typically ask for payment one month in advance but based on your credit history according to a credit reference agency we may require you to pay the value of up to 3 months' estimated supply of energy in advance or have someone else act as Guarantor for your payments.

1. If we ask you to pay more than 1 month in advance, we will periodically review your account and may reduce your credit balance as you build a payment history with us.
2. If we have agreed to supply you on the basis that your payments will be guaranteed by another person (a Guarantor) and that person no longer wishes to stand as a Guarantor for you, then we reserve the right to install a Prepayment Meter or terminate the supply.
4. We will act in accordance with the Direct Debit Guarantee.
5. When the payment method is by Prepayment Meter;
  1. You must top-up your meter in advance in order to receive the supply,
  2. You may be required to pay any additional charges for any additional services we may provide such as replacement keys, cards etc.
  3. If the Prepayment Meter is adjusted to recover any charges that you owe, and not just the costs of Energy consumed. We will advise you of the proportion of each top-up amount used as payment for such charges.
6. We will not try to recover charges for your Energy that are older than 12 months unless we have already tried to recover these charges, or you have behaved obstructively or unreasonably.

## **10. Non Payment of Charges**

1. If you do not pay your bill on time, we may:
  1. Require that you bring your account into good order and we may change the nature of your direct debit arrangement so that it collects the full amount of your bill each month plus any debt outstanding on your account rather than just a fixed amount;
  2. Change the amount of your fixed direct debit or adjust the prepayment meter tariff to recover the sum due to us;
  3. Require you to pre-pay the cost of up to 3 months' value of supply of Energy, or replace your existing meter with a prepayment meter in addition to repaying any outstanding debt;
  4. Offer you a payment plan according to your circumstances;
  5. Charge you £15 for the first missed payment and £25 for each missed payment after that;
  6. Take such steps as are necessary, including employing a debt collection agency, to recover the sums due to us;
  7. Provide information about your non-payment to credit reference agencies, which may impact your ability to get credit in the future;
  8. Recover from you all costs incurred by us in pursuing your non-payment, including bank charges due to cancelled or failed payments, the cost of visiting you, getting a warrant to enter your property and installing a prepayment meter;
  9. Charge interest at the rate of 4% above the current Bank of England Bank base rate on all outstanding charges; and/or
  10. Disconnect the supply in accordance with clause 14.
2. If you are having difficulty in paying your bill, please let us know as soon as possible and we can discuss ways that might help make paying your bills more manageable. We will provide all such help and assistance as we can in order to avoid disconnecting your Energy supply.

## **11. Changing the Contract**

1. We may change your Contract if it is necessary to comply with any laws, or other rules that we are obliged to follow.
2. We will not change the prices applicable to your Contract while you are on a fixed tariff.
3. If we propose to make changes to your Contract that are not to your advantage (including increasing charges or changes to a Tracker Tariff formula that results in higher charges) we will give you 30 calendar days' notice of the changes. This does not apply if you are moving to a Deemed Contract at the end of a fixed tariff.

## **12. Ending the Contract**

1. You may end this contract by giving us 28 calendar days' notice provided that:
  1. Either another supplier has started to supply Energy to the Address, or the supply has been disconnected, and
  2. All sums due by you to us have been paid.
2. We may end this Contract if:
  1. You are in material breach of the Contract;
  2. You did not pay us what you owe us when it was due;
  3. We no longer have the relevant licences to supply your Energy;
  4. Our agreement with Marks and Spencer plc is terminated (in this circumstance, we will offer you an alternative product);
3. This Contract will terminate immediately if Ofgem gives a "Last Resort Supply Direction" to another supplier in respect of the gas and/or electricity in relation to the Address.

## **13. Fixed Rate Tariff Contracts**

1. When your Fixed Rate Tariff ends, unless you choose to move onto a new Fixed Rate Tariff, subject to availability, we will automatically transfer you to a Deemed Contract.
2. If you move onto a new Fixed Rate Tariff when your previous Fixed Rate Tariff ends, we'll start a new contract based on the new Fixed Rate Tariff on the date the old one ends.

## **14. Moving House**

1. If you are moving and request us to provide gas and/or electricity supply to your new premises, we will cancel your existing Contract and provide a new Contract appropriate to your new premises. We will not charge a termination fee.
2. If you are moving and do not request us to provide gas and/or electricity supply to your new premises, we will cancel your existing Contract within 2 working days' of the day you move house, according to what you tell us, or two days' notice from when another person begins to occupy the Premises.
3. If you are moving and do not tell us, we will terminate your existing Contract when a new owner or occupier starts taking a Supply at the Premises.
4. If you move premises you must tell us within 28 calendar days of moving out.

## **15. Disconnection**

1. We can suspend or disconnect the Supply if;
  1. You have not paid your bill on time,

2. You are in material breach of the contract,
  3. We have reason to believe you may have damaged or tampered with the Metering Equipment,
  4. We are required to do so by any law, code or agreement.
2. If we disconnect the supply, you are required to pay;
    1. Our reasonable costs to disconnect the Supply; and
    2. Our reasonable costs to reconnect the Supply.
  3. We will not disconnect you in winter (October to March) if you are on our Priority Services Register.

## **16. Metering Equipment**

1. The volume of Energy supplied to the premises is measured by the Metering Equipment installed on the premises. This meter is the property of the meter provider and your usage of this is covered in the standing charge
2. You are required to take reasonable steps to ensure that the Metering Equipment is protected and not damaged or interfered with in any way and to notify us should any damage or interference occur.
3. Unless your meter is a Prepayment Meter you are required to provide us with a meter reading each month at a specified time.
4. We, or our agents, will carry out a safety inspection of our Metering Equipment periodically.
5. If you have a Smart Meter at the Premises that was installed by a previous supplier, we'll endeavour to use it as such but we may have to treat it as a traditional meter until such time as we notify you otherwise or arrange to install a replacement Smart Meter.

## **17. Access**

1. You agree to give us or our agents access to the Premises and the Metering Equipment at reasonable times for the following purposes:
  1. To take a meter reading,
  2. To carry out a safety inspection,
  3. To install, replace, test or reposition the Metering Equipment,
  4. To disconnect the supply, and/or
  5. To reconnect the supply.

## **18. Complaints**

1. If you submit a complaint we will follow the complaints policy on our website: [mandsenergy.com](http://mandsenergy.com)
2. If you need independent advice at any time you can contact Citizens Advice by phone on 03454 040506 or [visit their website](#). Their service is free, independent and confidential.
3. When you submit a formal complaint, we will do everything in our power to resolve the issue.
4. If we cannot find a mutually acceptable solution, we will write to you to explain our position and our best offer. This is known as a deadlock letter.
5. In the event of you not wanting to accept the suggestion in the deadlock letter, or if the issue has dragged on for more than eight weeks, you can then refer the issue to the Energy Ombudsman.

1. You can contact the Energy Ombudsman by phone on 0330 440 1624, by email at [osenquiries@os-energy.org](mailto:osenquiries@os-energy.org) or through their website, <https://www.ombudsman-services.org/energy.html>. Alternatively, you can write to them at Ombudsman Service: Energy, PO Box 966, Warrington, WA4 9DF.
  2. The Ombudsman will undertake a full review of your concerns and of the actions that Octopus Energy took in order to try to get to a resolution. This is a free and independent service.
  3. Their decision is binding for us but not for you.
6. More information on your rights can be found in the 'Know your Rights' document on the Citizens Advice website.

## 19. Your Information

1. We agree that we will use any personal data that you provide to us in accordance with our [Privacy Policy](#), which is available on our website. We may run checks on you (and anyone else also responsible for payment) at Credit Reference and Fraud Prevention agencies, initially and periodically to help us assess your ability to pay our bills. When we run this check, the credit reference agency will record the fact that a check was made (even in the event that you do not become a M&S Energy or Octopus Energy customer).
2. We will also pass your information to Marks and Spencer plc who will use it for the purposes specified in the Marks and Spencer privacy policy.
3. If you have an account with us, we will routinely share information about your payment record with credit reference agencies. If we consider that your account is in default (i.e. you have not paid us and are in breach of your agreement with us) we will notify you and if you do not pay us we will report the unpaid debt to credit reference agencies who will record that default on your credit file.
4. If you want to see what information credit-reference and fraud-prevention agencies have about you, you can contact the following UK agencies. They will charge you a small fee.

### Call Credit

Consumer Services Team

PO Box 491

Leeds

LS3 1WZ

Phone: 0870 060 1414

Website: [www.callcredit.co.uk](http://www.callcredit.co.uk)

### Experian

Consumer Help Service

PO Box 8000

Nottingham

NG80 7WF

Phone: 0844 481 8000

Website: [www.experian.co.uk](http://www.experian.co.uk)

## Equifax Plc

Credit File Advice Centre

PO Box 1140

Bradford

BD1 5US

Phone: 0870 010 0583

Website: [www.equifax.co.uk](http://www.equifax.co.uk)

5. If you tell us, or we believe that you or another member of your household are in need of extra care, we will record that information and store it on our Priority Services Register, in order to ensure you get the service you need. The extra care might be because of your age, health, disability or financial circumstances, or it could be because you are vulnerable for another reason. This is in line with Energy UK's 'safety-net procedures'. More details can be found in [our 'Support for Vulnerable Customers' code of practice on our website](#).
6. We will always process personal data fairly and lawfully in accordance with your rights. This means that we will not process your personal data unless you have consented to this happening (e.g. through the sales engagement when you sign up to an energy supply contract). The processing of all data will always be necessary to provide our product and services, in our legitimate interests and will not unduly prejudice your privacy.
7. It may be necessary to share your data with third parties in order to process your data and comply with industry obligations.
8. We will ensure that any personal data we process is accurate, adequate, relevant and not excessive, given the purpose for which it was obtained. We will not process personal data obtained for one purpose for any unconnected purpose unless you have agreed to this or would otherwise reasonably expect this. You may also ask that we correct inaccurate personal data relating to you.

## 20. Our Liability

1. We will not be liable to you for:
  1. Any loss due to circumstances beyond our control;
  2. Any loss which is indirect, consequential, economic or financial including loss of profit, revenue, goodwill, business, contractor wasted expenses;
  3. Any loss which was not or could not have been reasonably foreseen even if we, our employees, subcontractors or agents did not follow this Contract;
  4. Any loss caused to you by the Gas Transporter or the Electricity Distributor in excess of the amount we are entitled to recover from the Gas Transporter or the Electricity Distributor on your behalf.
2. If you suffer any loss or damage, our responsibility to you will be limited to a maximum of £25,000 in any calendar year.
3. We do not limit or exclude liability for death or personal injury caused by our negligent acts or omissions.

## 21. Safety and Emergencies

1. You must tell your Electricity Distributor immediately if you become aware of any matter or incident which:

1. Affects or is likely to affect the security, availability and quality of the service of the distribution network; or
  2. Causes danger or requires urgent attention regarding the supply or distribution of electricity.
2. If you suspect or are aware of a gas leak you must immediately telephone the Gas Emergency Number 0800 111 999.
  3. If you have caused a stoppage, limitation or disconnection then you may have to pay a reasonable charge to restore your gas/electricity supply.

## **22. Transfer of Rights**

1. We may transfer, subcontract, assign or novate any or all of our rights (including the right to recover the Charges) or obligations under the Contract without your consent, but this will not affect your rights under the Contract.
2. You may not transfer the Contract or any of your rights under it without first obtaining our written consent.

## **23. National Terms of Connection**

As your supplier we are acting on behalf of your network operator to make an agreement with you. The agreement is that both you and your network both accept the National Terms of Connection (NTC) and agree to keep to its conditions. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which your network operator delivers electricity to, or accepts electricity from your home or business. If you want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF: phone 0207 706 5137, or see the website at [www.connectionterms.co.uk](http://www.connectionterms.co.uk).

You can find the postal address and telephone number of your electricity network operator on your welcome letter and annual statements.

## **24. No Waivers**

If we do nothing, or delay taking action, when you breach the Contract, we will still be entitled to take prompt action to enforce a similar or subsequent breach of the Contract by you.

## **25. Notices**

1. Notices to you under this Contract will be sent by post or hand to the billing address, or in the case of email to the last known email address that you have provided. We will treat such notices as having been received two days after we have sent it to you, unless we receive evidence to the contrary.
2. Notices to us under the Contract must be sent by post to Octopus Energy Ltd, 33 Holborn, London EC1N 2HT.

## **26. Invalidity**

If any part of this Contract is declared invalid or is void or unenforceable, the validity of the rest of the Contract will not be affected.

## **27. Governing Law**

The laws of England and Wales apply to this Contract as appropriate to the location of the Premises. If the location of the Premises is in Scotland, Scottish law shall apply.

Where the Premises are in Scotland, any disputes arising shall be dealt with by the Scottish Courts. Where the Premises are in England or Wales, any disputes arising shall be dealt with by the English Courts.