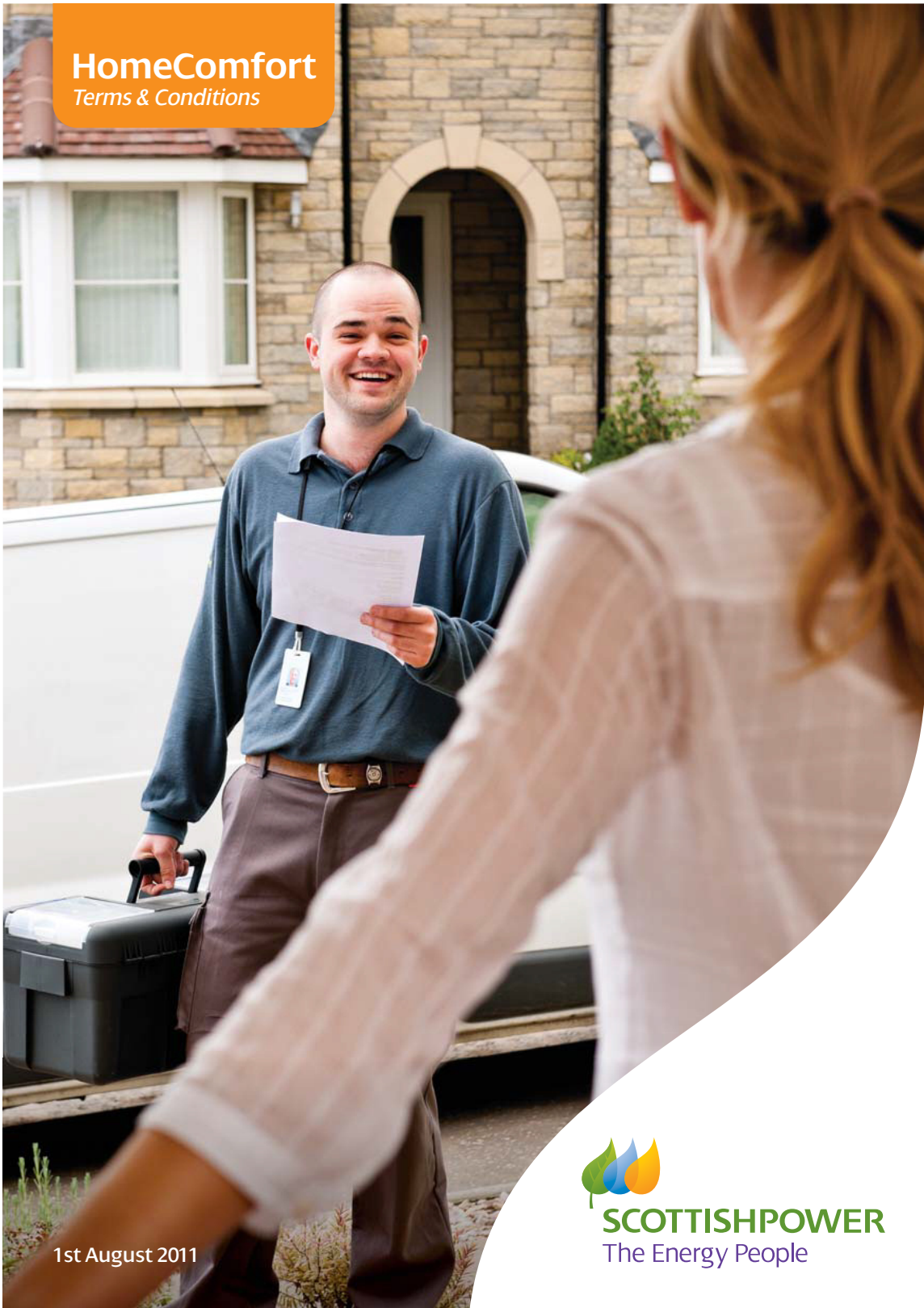


HomeComfort

Terms & Conditions



1st August 2011



SCOTTISHPOWER
The Energy People

ScottishPower Energy Retail Limited

HomeComfort Products

Terms & Conditions

1 SCOTTISHPOWER - OUR GOAL

Our goal is to provide a quality maintenance and repair service for **your central heating system**, as set out in this **Agreement**. **We** hope that **you** are happy with **your** ScottishPower **HomeComfort product**, and that this **Agreement** is clear, but if **you** have any comments, questions or concerns about ScottishPower **HomeComfort products** or regarding this **Agreement**, please contact **our** customer contract helpline at the number set out in **your** confirmation of *agreement* letter for assistance.

2 DEFINITIONS

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

Agreement means **your application form**, together with these terms and conditions and the confirmation of agreement letter from **us** to **you** and the accompanying direct debit notification or the **verbal agreement** (as applicable);

application form means the application incorporating these terms and conditions made by **you** to **us** in writing for the supply of a **HomeComfort product** at the **premises**;

central heating system includes: (i) where **you** have selected the ScottishPower HomeComfort Premium Care option, the following components: gas boiler and standard controls; time clock or programmer; room thermostat; cylinder thermostat; frost thermostat; circulating pump; motorised valves; thermostatic radiator valves; radiators; lockshield and wheelhead 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; and pressure vessel, or (ii) where **you** have selected the ScottishPower HomeComfort Standard Care option, the same components as under ScottishPower HomeComfort Premium Care, but excluding: radiators; lockshield and wheelhead radiator valves; system pipework; hot water cylinder; feed and expansion tank or filling loop; and pressure vessel.

contract year means the 12 month period beginning on the start date of the **Agreement** (or any renewal date);

HomeComfort product means the **HomeComfort product** provided under this **Agreement** (being the service option ScottishPower HomeComfort Premium Care or ScottishPower HomeComfort Standard Care);

letter means the written letter from **us** to **you** which records and details the agreement between you and us made in the verbal agreement;

premises means the private domestic residential **premises** where the equipment covered under this **Agreement** is situated, as identified in the **Agreement**;

verbal agreement means the verbal agreement, incorporating some or all of these terms and conditions, between **us** and **you** for the supply of a **HomeComfort product** at the **premises** as recorded in the **letter** and these terms and conditions;

we and **us** means ScottishPower Energy Retail Ltd, (company number SC190287) Cathcart Business Park, Spean Street, Cathcart, Glasgow, G44 4BE and/or our successors and assignees, and **our** means belonging to **us**; and

you and **customer** means **you**, the individual customer with whom **we** have entered into this **Agreement** and **your** means belonging to **you**.

3 AGREEMENT

3.1 The **Agreement** is between **you** and **us**.

4 SERVICES

4.1 These terms and conditions apply to the maintenance and repair service provided by **us** for domestic gas **central heating systems**, consisting of a single mains gas boiler and a standard water based central heating system.

4.2 The **Agreement** is based on the **HomeComfort product you** have chosen (on **your application form** or in your **verbal agreement**) from the two options below:

- (a) ScottishPower HomeComfort Premium Care
- (b) ScottishPower HomeComfort Standard Care

4.3 **We** apply some limitations on boiler makes and models which **we** can support, and can only include **central heating systems** that comply with the relevant British Standards. **We** will confirm whether **we** can support **your central heating system** during the initial inspection. Where **we** cannot support **your central heating system**, **we** will cancel the **Agreement** and **you** may be entitled to a refund of any payments made by **you** to **us** under this **Agreement** (as specifically set out in the 'Cancellation' section).

5 WHAT'S INCLUDED?

5.1 ScottishPower HomeComfort Premium Care

Subject to the limitations set out in this **Agreement**, this service option includes:

- (a) An initial inspection of **your central heating system**, which **we** will perform if requested by **you** within 90 days of the **Agreement** start date (please see the "Initial Inspection" section for more details). If **you** do not request an initial inspection during this period **we** shall carry out the initial inspection upon **your** first annual service and operational safety check.
- (b) An annual service and operational safety check (please see the 'Service and Operational Safety Check' section for more details).
- (c) The cost of labour and parts for repairs needed to maintain **your central heating system** in working order in accordance with **your** service option (please see the "Limitations" section for more information on when **we** may not be able to keep **your central heating system** in working order, and other limitations). If **we** have to replace any parts to maintain **your central heating system we** may use parts of a similar or standard specification.
- (d) An unlimited number of call outs to perform repairs covered by **your Agreement**.
- (e) Access to **our** 24 hour, 365 day local rate customer helpline.
- (f) All work performed by Gas Safe registered engineers. **We** may authorise suitably qualified (Gas Safe registered) contractors to perform the work for **us**.

This service option covers the following **central heating system** elements:

- (a) Gas boiler (maintenance and repair only, not replacement) and standard controls.
- (b) Time clock or programmer.
- (c) Room thermostat.
- (d) Cylinder thermostat.
- (e) Frost thermostat.
- (f) Circulating pump.
- (g) Motorised valves.
- (h) Thermostatic radiator valves.
- (i) Radiators.

- (j) Lockshield and wheelhead radiator valves.
- (k) System pipework (excluding domestic water supply and gas supply from gas meter to appliance connection).
- (l) Hot water cylinder.
- (m) Feed and expansion tank or filling loop.
- (n) Pressure vessel.

5.2 ScottishPower HomeComfort Standard Care

This service option provides the same benefits as our ScottishPower Home Comfort Premium Care product, but excludes the following **central heating system** elements:

- (a) Radiators.
- (b) Lockshield and wheelhead radiator valves.
- (c) System pipework.
- (d) Hot water cylinder.
- (e) Feed and expansion tank or filling loop.
- (f) Pressure vessel.

6 START DATE

We aim to process **your** application as soon as possible. **Your Agreement** will start on the date **we** receive **your** first Direct Debit payment. **We** will send **you** a written confirmation of agreement letter setting out the start date of **your Agreement**.

7 INITIAL INSPECTION AND REMEDIAL WORKS

- 7.1 All initial inspections are carried out by **us** in the manner set out in this paragraph 7 in order to confirm whether **your central heating system** can be supported under this **Agreement**.
- 7.2 It is **your** responsibility to contact **us** within 90 days of the start date of this **Agreement** (set out in the Start Date section above) to organise an initial inspection of **your central heating system**. The initial inspection will allow **us** to confirm whether **we** can provide the **HomeComfort product** to **you** under this **Agreement**.
- 7.3 If **your central heating system** does not pass this initial inspection or it is identified at **your** first breakdown call out (where an initial inspection has not yet been carried out) that **your central heating system** cannot be supported under this **Agreement**, and this failure is not corrected in accordance with paragraph 7.9 below, **we** will cancel the **Agreement** and **you** may be entitled to a refund of any payments made by **you** to **us** under this **Agreement** (as specifically set out in the 'Cancellation' section).
- 7.4 If **you** do not arrange an initial inspection with **us** within 90 days of the start date of this **Agreement** **you** acknowledge and agree that:
 - (a) **you** will not be entitled to any initial inspection until **your** first annual service and operational safety check; and
 - (b) if **your central heating system** does not pass this initial inspection, and this failure is not corrected in accordance with paragraph 7.9 below, **we** will cancel this **Agreement**, in which case **you** may be entitled to a refund of any payments made by **you** to **us** under this **Agreement** (as specifically set out in the 'Cancellation' section).
- 7.5 Where the **central heating system** passes our initial inspection, **we** will also carry out **your** first annual service and operational safety check at the same time as the initial inspection.

- 7.6 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.
- 7.7 At the initial inspection, **we** will complete an inspection checklist and provide **you** with a copy.
- 7.8 If **we** identify a problem at the initial inspection:
- (a) **We** will identify any remedial work required to bring **your central heating system** up to a satisfactory standard that **we** can support, and will provide **you** with a notification letter setting out the remedial work required. The cost of any necessary remedial work is not included in this **Agreement**, and **you** will be required to have such remedial work carried out and pay for such work if **you** want the **Agreement** to continue.
- (b) If **you** agree to the remedial work being carried out by **our** service provider, then they will agree with **you** when such remedial work is to be carried out. The cost of any such remedial work undertaken by **our** service provider must be agreed with our service provider or **your** own supplier, and paid directly to them. Any such remedial work will be outside of this **Agreement** and is not carried out by **us** or on our behalf, but will be under a separate contract between **you** and the service provider, or **your** own supplier.
- (c) All remedial work identified in the notification letter must be carried out satisfactorily within 14 days from the date of the initial inspection.
- 7.9 If **your central heating system** fails the initial inspection and cannot be supported under this **Agreement**, or it is identified at **your** first breakdown call (where no initial inspection has yet been carried out) that **your central heating system** cannot be supported under this **Agreement** and either (a) **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 (b) **you** have not notified **us** that such remedial work has been carried out within 14 days of the date of the initial inspection, then the **Agreement** will be cancelled and **you** may be entitled to a refund of any payments made by **you** to **us** under this **Agreement** (as specifically set out in the 'Cancellation' section).
- 7.10 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 **Agreement** will be cancelled and **you** may be entitled to a refund of any payments made by **you** to **us** under this **Agreement** (as specifically set out in the 'Cancellation' section).

8 SERVICE AND OPERATIONAL SAFETY CHECKS

- 8.1 **We** will aim to undertake the first service and operational safety check at the same time as the initial inspection where the **central heating system** passes our initial inspection.
- 8.2 **We** will carry out a service and operational safety check annually. **We** will aim to carry out the checks at roughly the same time each year (normally within the two months prior to **your** renewal date), subject to **your** appointment preferences and our workforce availability.
- 8.3 The service and operational safety check will include a full strip down service of **your** boiler where our flue gas analysis test indicates this is necessary.

9 APPOINTMENTS

- 9.1 Initial inspections and annual service and operational safety check visits will 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. **We** can offer a limited number of 'first call' appointments between the hours of 0800 to 0915, subject to our workforce availability. Please note that breakdown calls will be treated as a priority over annual service calls.

- 9.2 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**.
- 9.3 **You** must provide **us** with reasonable access to **your central heating system** to allow **us** to carry out these checks. If **we** do not receive access to **your premises** **we** will tell **you** and arrange another appointment. If **we** do not receive access on three or more occasions, or if **we** make three or more attempts to arrange an appointment and **you** do not respond, **we** reserve the right to cancel the **Agreement**, and will notify **you** if **we** do so.

10 EMERGENCY AND BREAKDOWN CALLS

- 10.1 For emergencies and breakdowns **you** can contact our 24-hour, 365 days a year manned local rate helpline. **We** will treat breakdown calls as a priority over annual service calls.
- 10.2 If **we** agree the breakdown is an emergency, **we** will treat it as a priority, including on weekends and public holidays. **We** classify emergency breakdowns as those with:
- (i) Total loss of both heating and hot water; or
 - (ii) An uncontrollable water leak to **your** gas central heating or hot water system which may cause damage to the **premises**; or
 - (c) gas escape, after **you** have called Transco.
- Emergency calls will be treated as priority over breakdown calls.
- 10.3 **We** will treat calls to the following households as priority breakdown calls:
- (i) households with persons aged 60 or over;
 - (ii) households with infirm persons – where a person is: blind, deaf, disabled, bedridden, wheelchair bound, or either suffering or in a state of convalescence from a serious illness or injury; or
 - (iii) households with children under six months old.

Priority breakdown calls will be treated as a priority over other breakdown calls.

11 RENEWALS AND CHANGES TO THE AGREEMENT

- 11.1 The renewal date of the **Agreement** is 12 months following the start date, and every anniversary of the start date after that. The **Agreement** will continue until **you** tell **us** that **you** wish to cancel, or alternatively **we** cancel the **Agreement** (see section 'Cancellations' for more details).
- 11.2 **We** will provide **you** with a minimum of 6 weeks notice of the **Agreement** renewal date and inform **you** then about any changes in the terms and conditions including any change to the price of the services **you** receive. If **you** do not want the **Agreement** to continue, **you** must give **us** written notice that **you** wish to cancel the **Agreement** within 4 weeks of receipt of the renewal reminder from **us**. Such cancellation will take effect on the expiry of the **contract year**. If **you** do not cancel the **Agreement** the service will continue uninterrupted provided **you** continue to make the required payments by monthly Direct Debit.
- 11.3 **We** may make changes to the terms and conditions of this **Agreement** at any time (including to the price of the services). If **we** do, **we** will notify **you** of the changes, and **you** will have 28 days from receipt of the notice to notify **us** if **you** want to cancel the **Agreement**. As **you** pay by monthly direct debit, if **you** cancel the **Agreement** in this case, the cancellation will be effective from the end of the period in respect of which **you** have made payment and the changes to the **Agreement** will not apply in the period before the cancellation is effective.

12 DOMESTIC PREMISES

12.1 This **Arrangement** only includes domestic (non-commercial) **premises**.

13 PAYMENT

13.1 **Your** payments for the **HomeComfort product** provided to **you** under this **Agreement** will fall due monthly in advance, and will be paid by **you** by monthly Direct Debit only.

13.2 The price for the **HomeComfort products** is inclusive of any VAT.

14 LIMITATIONS

14.1 These terms and conditions include domestic gas **central heating systems** with boilers running on natural gas (not liquid propane gas or oil). The heat input capacity of boilers included under this **Agreement** is limited to 60kW.

14.2 Under-floor heating systems are not covered. It may however still be possible for us to provide the ScottishPower Home Comfort Standard Care option in this case.

14.3 Replacing **your** boiler is not covered under this **Agreement**. Limitations on the age of **your** boiler are not applied provided spare parts are still readily available. Limitations on availability of spare parts may mean it is not possible to repair a particular fault. If **we** find **we** cannot repair **your** boiler as spare parts are no longer available, or in our opinion the cost of carrying out a necessary repair to **your** boiler is more than the cost of replacing the boiler, then **you** will be required to replace the boiler (at **your** own cost). If **you** do not have the boiler replaced, **we** may cancel the **Agreement**. **You** must notify **us** when the boiler has been replaced. Following that notification **we** reserve the right to carry out an inspection and if the boiler is not to our satisfaction then this **Agreement** will be cancelled in accordance with the 'Cancellation' section.

14.4 If improvements are needed to ensure **your central heating system** complies with current legislation and industry standards (such as upgrading **your** ventilation to meet current standards), any associated costs and work are not included in this **Agreement**. **You** may need to have such improvement work completed before **we** can undertake other repairs to **your central heating system** – **we** will let **you** know if that is the case.

14.5 There may be costs incurred by **us** in accessing all relevant parts to **your central heating system** to make a repair (for example getting to pipes built in to walls). Any repair and access costs over £1000 (inclusive of VAT) are not covered by this **Agreement**. The cost and work of accessing **your central heating system** where this is not readily accessible as a result of a design fault which **we** could not identify at the initial inspection (using reasonable skill and care), is not included in this **Agreement**.

14.6 The cost and work for repairs needed as a result of design faults, or faults or defects that existed before **you** entered into the **Agreement** but which **we** could not identify at the initial inspection, using reasonable skill and care, (such as defective pipework) but which if identified would have required to have been rectified under paragraph 7 by you, are not included under this **Agreement**.

14.7 The cost and work for repairs that are needed as a result of **your** own misuse, intentional damage, negligence or any damage caused by a third party, is not included in the **Agreement**.

14.8 The cost and work for repairs needed where the **central heating system** has been damaged as a result of **your** failure to carry out repairs to the **central heating system** which are not covered by this **Agreement**, but which **we** have advised **you** to carry out (for example a radiator flush, or work required to remove an airlock) is not included in this **Agreement**.

14.9 Radiator system flushes are not covered under this **Agreement**. If this service is required and **you** request that this work be undertaken by our service provider this will be subject to a separate agreement between **you** and the service provider.

14.10 The cost and work for faults to the **central heating system** caused by the following are not included in the **Agreement**:

- (a) external damage such as damage caused by flood, storms, freezing, lightning, fire, accident, explosion, subsidence or other structural changes. **We** recommend that **you** check that **your** home insurance covers these risks; or
- (b) issues with or changes in, utility supplies (eg electricity, gas or water), howsoever arising.
- 14.11 The cost of damage to other property caused by a fault in the **central heating system** (for example where the boiler leaks and causes water damage to carpets) is not covered under this **Agreement** unless caused by our negligence or by **us** breaching this **Agreement**.
- 14.12 Work required to rectify physical blockages (such as sludge in the system) or remove airlocks is not included in the **Agreement**. If this work is needed and **you** request that this work be undertaken by our service provider this will be subject to a separate agreement between **you** and the service provider.
- 14.13 Clearing hazardous materials (eg asbestos) related to repairing the **central heating system** is not included in the **Agreement**. When **you** have had any such materials cleared, **we** will not carry out any further work at the **premises** unless **you** give **us** satisfactory evidence of removal.
- 14.14 The **Agreement** includes the cost of repairing copper or approved plastic (i.e. plastic pipework and components which are suitable for use as pipes in a **central heating system**) system and pipework. Replacing system pipework is not included. Domestic water supply pipes and gas supply pipes from gas meter to appliance connection are not covered by this **Agreement** (please see section "What's Included?").
- 14.15 The cost and work required for redecoration, or repair/replacement of any fixtures and fittings, surface or floor coverings following our work is **your** responsibility and is not included in this **Agreement**, unless caused by our negligence or by **us** breaking this **Agreement**.
- 14.16 **We** will not carry out any work at the **premises** where, in our reasonable opinion, there is a health and safety risk. Work at the **premises** cannot be carried out 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 presence of hazardous materials on the **premises**.
- 14.17 This **Agreement** only includes the single boiler **central heating system** located at the **premises**, unless otherwise agreed with **us** when **you** apply. If the **premises** have more than one boiler, a separate agreement will be required in respect of the additional boiler.
- 14.18 This **Agreement** only includes domestic (non-commercial) **premises** owned and/or occupied by **you**.
- 14.19 The ScottishPower HomeComfort Premium Care service option includes standard panel radiators. If **your central heating system** includes any other non-standard radiator type (for example heated towel rails, or designer, column or cast-iron radiators) where repairs or replacements are necessary, **we** may replace any such non-standard radiators with standard panel radiators of an equivalent output, unless you pay any additional costs associated with the non-standard radiator.
- 14.20 The following are not included in this **Agreement**:
- (a) Repairs or replacements of decorative parts of the **central heating system** (for example decorative radiator covers);
 - (b) Repairs to flues which are not part of the **central heating system** (for example flues for focal point fires); and
 - (c) Resetting of controls (for example timer settings), unless required as part of the repair or replacement of a faulty component that is covered under this **Agreement**.

15 SAFETY RECOMMENDATION

- 15.1 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, in order to comply with gas

safety regulations, such as upgrading **your** ventilation to meet current standards) or for **us** to be able to continue to support **your central heating system** under this **Agreement**, due to the availability of spare parts, **we** may tell **you** this.

- 15.2 **You** should arrange for the required work to be completed by a Gas Safe registered engineer. If this work is required and **you** request that this work be undertaken by our service provider, this will be subject to a separate agreement between **you** and the service provider.
- 15.3 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 the **Agreement**. If that happens, **we** will cancel the **Agreement**.

16 CANCELLATION

- 16.1 **You** or **we** may cancel this **Agreement** at any time by giving at least 28 days written notice. In that case **we** will charge **you** for any outstanding payments due to cover the 28 day period.
- 16.2 If within the three month period following the initial inspection or annual service and operational safety check visit being carried out or within the six month period following **us** carrying out a repair to **your central heating system** under this **Agreement** (a) **you** cancel the **Agreement**; or (b) **we** cancel the **Agreement** because **you** have provided false information or **you** have failed to make two or more monthly payments in any *contract year*; then the following cancellation charges will apply.

The cancellation charges help **us** to pay for costs **we** have incurred to provide services under the **Agreement**, but which (at the time of cancellation) **we** have not recovered from payments made by **you** to **us**. The costs include carrying out repairs or annual checks (if applicable), and other administrative and organisational costs, and may include one or more of these costs.

ScottishPower Home Comfort Premium Care and Standard Care	
	Cancellation Charge (inc VAT)
Cancel Agreement within 3 months of the initial inspection or annual service and operational safety check being carried out	up to £50
Cancel Agreement within 6 months of a repair being carried out on your central heating system	up to £100

- 16.3 **We** may cancel the **Agreement** immediately by giving written notice in the following circumstances:
 - (a) **You** provide false information (on **your** application form or otherwise);
 - (b) **You** fail to make two or more of the monthly payments in any *contract year*;
 - (c) **We** are unable to find spare parts to allow **us** to maintain **your central heating system**, or in **our** opinion the cost of carrying out a necessary repair to **your** boiler is more than the cost of replacing the boiler;
 - (d) Circumstances arise (including health and safety issues such as asbestos being discovered) which prevent **us** from maintaining **your central heating system** in safe working order.
 - (e) **Your central heating system** does not pass the initial inspection or we identify at **your** first breakdown call our (where no initial inspection has been carried out) that **your central heating system** cannot be supported under the **Agreement**, and **you** decline to undertake the necessary remedial work or the remedial work is not carried out to our satisfaction (see section 'Initial Inspection' for more details); or

(f) **We** have given **you** our professional opinion that permanent repairs, improvements or upgrades (not covered by this **Agreement**) are needed to make sure **your central heating system** works safely and complies with safety regulations, or have advised **you** that a boiler replacement is required, and **you** have not taken **our** advice to our satisfaction within a reasonable period.

16.4 If **we** cancel **your Agreement** as a result of the outcome of:

(a) any initial inspection organised by **you** within 90 days of the start date, **we** may give **you** a full refund of any payments **you** have made under this **Agreement**, unless **you** have asked **us** to carry out repairs (and **we** have carried these out) before the initial inspection. **We** will be entitled to retain any payment **you** made to **us** or collect any payment (or the balance of such payment after deduction of the refund due to **you**) which is due for these repairs; or

(b) any initial inspection carried out by **us** which was not organised by **you** within 90 days of the start date (including without limitation any initial inspection **we** carry out on **your** first annual service and operational safety check) or identifying at **your** first breakdown call out (where no initial inspection has been carried out) that **your central heating system** cannot be supported under the **Agreement**, **we** may give **you** a full refund of any payments **you** have made under this **Agreement**, unless **you** have asked **us** to carry out repairs (and **we** have carried these out) before the initial inspection. **We** will be entitled to retain any payment **you** made to **us** or collect any payment (or the balance of such payment after deduction of the refund due to **you**) which is due for these repairs.

16.5 In addition to **your** right under paragraph 16.1, **you** may cancel this **Agreement** by giving written notice in the following circumstances:

(a) within ten days, beginning with the day after the day **you** receive the written confirmation of agreement letter from **us**. In this case **we** will refund any payments **you** have made, except where **you** have asked **us** to carry out a service or repair and **we** have carried that out, in which case the cancellation charge payable in accordance with paragraph 16.2 above will be payable by **you**;

(b) within 28 days of receipt of a renewal reminder from **us** advising **you** of changes to these terms and conditions, including changes to the price of the services. As **you** pay by monthly Direct Debit, **we** will not refund any payments **you** have made, and the cancellation of this **Agreement** will be effective from the end of the period in respect of which **you** have made payment and the changes to the **Agreement** will not apply in the period before the cancellation is effective;

(c) within 28 days from receipt of a notice from **us** notifying **you** of a change in the terms and conditions of the **Agreement**. As **you** pay by monthly direct debit, if **you** cancel the **Agreement** in this case, the cancellation of the **Agreement** will be effective from the end of the period in respect of which you have made **your** last payment and the changes to the **Agreement** will not apply in the period before the cancellation is effective; or

(d) if **we** have failed to do something under the **Agreement** which **we** should have done.

17 HOME MOVES

If **you** plan to move home please let **us** know. **You** should cancel this **Agreement** by giving **us** 28 days notice in accordance with paragraph 16.1.

18 USE OF PERSONAL INFORMATION

18.1 Information **you** provide to **us** or our agents or contractors or **we** otherwise hold (whether or not under the **Agreement**) may be used by **us** and/or given to and used by other companies in our group of companies, our agents and/or our contractors:

(a) to identify **you** when **you** make enquiries or to contact **you** though mail, telephone, e-mail, SMS text or other electronic means;

(b) to help administer any accounts, services and products provided by **our** group of companies now or in the future;

- (c) for market research and analysis or for demonstrating and testing computer systems;
- (d) to help **us**, other companies in *our* group of companies, *our* agents and/or *our* contractors to detect debt, fraud or loss;
- (e) use information to identify offers tailored to **your** needs including but not limited to, tailored energy efficiency advice;
- (f) 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, phone SMS text or other forms of electronic communications; and
- (g) for all purposes reasonably ancillary to any of those purposes.

We may also transfer **your** data to countries outwith the EEA for the purposes of managing **your** account, for the provision of *our* services and products to **you** and for marketing purposes.

- 18.2 For the purposes of managing **your** account and tailoring *our* services to **your** needs, **we** may use an automated scoring system which uses information about **you** from credit reference agencies.
- 18.3 **We** may monitor and/or record communications with **you** (including telephone conversations and e-mails) to confirm **your** identity, ensure security, help maintain service quality and for training purposes.
- 18.4 **We** may check the following records relating to **you** and others (see paragraph 18.5 below):
 - (a) *our* own;
 - (b) records held by Credit Reference Agencies ('CRAs') and when CRAs receive a search from **us**, they will place a search footprint on **your** credit file and that may be seen by other lenders/organisations. CRAs supply to **us** both public (including the electoral register) and shared credit and fraud prevention information; and
 - (c) records held by Fraud Prevention Agencies ("FPAs").

Such checks may be used for assessing applications, verifying identity and for preventing crime and money laundering. **We** may also make periodic searches at CRAs and FPAs to manage **your** account/s with **us**.

- 18.5 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 and these links will remain on **your** and their files until such time as **you** or **your** spouse or financial associate successfully file for disassociation with the CRAs.
- 18.6 Information on applications may be sent to CRAs and recorded by them. Where **you** receive products and/or services from **us**, **we** may give details of **your** account/s and how **you** manage it/them to CRAs and if **you** do not pay for the products/services in full and on time, CRAs may record the outstanding debt. This information can be supplied to other organisations by CRAs and FPAs to perform similar checks and to trace **your** whereabouts and recover debts that **you** owe. Records remain on file for 6 years after they are closed, whether settled by **you** or defaulted.
- 18.7 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 crime and fraud prevention to prevent fraud and/or money laundering.
- 18.8 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 mains gas and/or electricity suppliers.
- 18.9 **We** may transfer any debt that **you** owe **us**, to another organisation, by providing them with relevant details, and that organisation will become the owner of that debt.
- 18.10 **Your** data may also be used for other purposes for which **you** give **your** specific permission or, in very limited circumstances, when required by law, or by a regulatory body. **We** will seek to provide anonymised or aggregated data but there may be circumstances where it is necessary to provide personal information and in those circumstances **we** shall do so.

- 18.11 Information about **you** may have to be shared with government bodies where required for the purpose of government initiatives. Such sharing of personal information will only be done where it is necessary and wherever possible, **we** will make sure appropriate safeguards are in place.
- 18.12 **You** are entitled to a copy of the data held about **you** on our systems on payment of a fee. **You** can also be given more detail of 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** can contact the CRAs currently operating in the UK. The information they hold may not be the same so it may be worth contacting them all. They will charge **you** a small fee.
- (a) Call Credit, Consumer Services Team, PO Box 491, Leeds LS3 1WZ or call 0870 0601414
 - (b) Equifax, Credit File Advice Centre, PO Box 3001, Bradford, BD1 5US or call 0870 0100583
 - (c) Experian, Consumer Help Service, PO Box 8000, Nottingham, NG80 7WF or call 0870 2416212

19 LIMITATION OF LIABILITY

If **we** fail to comply with any term of the **Agreement**, or are negligent, **you** may be entitled under the general law to recover compensation from **us** for any loss or damage **you** have suffered. However, **we** will not be required to compensate **you** for loss or damage caused by anything beyond our reasonable control, or for any loss or damage which is not reasonably foreseeable as a consequence of the breach of the **Agreement**, other than where **you** are entitled to recover compensation for such loss or damage under the general law in relation to death, personal injury or fraudulent misrepresentation.

20 GENERAL LEGAL

- 20.1 **We** will carry out **our** obligations under the **Agreement** within a reasonable time unless this is impossible due to circumstances which are beyond **our** reasonable control.
- 20.2 The **Agreement** does not affect **your** legal rights under consumer protection legislation 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.
- 20.3 **We** may sub-contract any of **our** obligations under the **Agreement**. **We** will only use a sub-contractor which holds the appropriate Gas Safe registration as our service provider.
- 20.4 **We** may assign and transfer any or all of **our** whole rights and obligations under and in terms of the **Agreement** (including any monies payable to **us**) to another party provided they 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 the **Agreement** with **you**. **We** will be released from all of **our** obligations under the **Agreement** so assigned and transferred, and, from then on, **your** dealings will be with that party in respect of the rights and obligations assigned and transferred. **You** cannot assign or transfer any of **your** rights or obligations under the **Agreement** without first of all obtaining **our** consent in writing. **We** will not unreasonably withhold our consent.
- 20.5 If requested by **us** at any time **you** will give to **us** all the information **we** reasonably require to enable **us** to operate the **Agreement**.
- 20.6 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 the **Agreement**, other than with respect to payment, **we** or **you**, as the case may be, will be excused for such failure. If **we** are unavoidably prevented from providing any services due to events outside our reasonable control for 4 weeks **we** will refund 1 month's payment to **you** for each such successive 4 week period. The performance by **you** or by **us** of obligations required by any relevant legislation will not constitute breach of the **Agreement**.
- 20.7 Any delay on **our** part in enforcing any term, condition, right or remedy in respect of this **Agreement** will not be deemed to be a waiver of any such term, condition, right or remedy.

- 20.8 If the customer comprises more than one person, all agreements and obligations entered into in the **Agreement** by the customer are entered into jointly and severally by each of the persons comprising the customer. **We** may take action against any one or more of the persons comprising the customer and/or may release in whole or in part the liability of any one or more of those persons under the **Agreement** or grant any relaxation without affecting the liability of the other of those persons.
- 20.9 Any notices to be given under this **Agreement** 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 2 working days after **we** have sent it unless we receive evidence that **you** have not. **You** must send any notices by post to ScottishPower 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 .
- 20.10 If any part of this **Agreement** 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 this **Agreement**.
- 20.11 If **we** are required by any court or competent authority to amend the **Agreement**, 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.
- 20.12 It is *our* intention that all the terms of the contract between **us** and **you** are contained in **your** application form, the confirmation letter setting out the price **we** will send to **you**, the direct debit notification and these terms and conditions which will accompany the confirmation letter.
- 20.13 This **Agreement** and any matters or disputes arising from or in connection with it shall be governed by:
- (a) 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
 - (b) the laws of Scotland in the non-exclusive jurisdiction of the Scottish Courts, if the **premises** are in Scotland.

