

Clean Energy Cashback Scheme

Application for Feed InTariff

1 Personal Details

Salutation:	Mr <input type="checkbox"/>	Mrs <input type="checkbox"/>	Miss <input type="checkbox"/>	Ms <input type="checkbox"/>	Other _____
Name:	<input type="text"/>				
Address	<input type="text"/>				
Post Code:	<input type="text"/>	<input type="text"/>			
Telephone:	<input type="text"/>				
Mobile:	<input type="text"/>				
Email:	<input type="text"/>				

2 Payment Details

Do you wish to nominate a separate entity for FIT payments?	
Yes <input type="checkbox"/>	No <input type="checkbox"/>
If Yes, please enter the details for your nominated recipients	
Nominated Recipient Name:	<input type="text"/>
Nominated Recipient Address:	<input type="text"/>
Telephone:	<input type="text"/>
Email:	<input type="text"/>

Bank Details

Please provide details of the Bank Account to which you would like payment to be made:

Account Holder:

Bank Name:

Account Number:

Sort Code:

3 Installation Details

Generation Type

What technology is your Renewable Generation system?

PV New Build PV Retrofit WIND HYDRO ANAEROBIC MICRO-CHP

Site Description

Domestic Commercial Industrial Community

Under which scheme is your installation accredited?

MCS ROO-FIT

MCS Certificate Number or ROO-FIT Number

Is the location of your system different from the Generator address?

Yes No

If Yes, please detail address below:

System Address:

Post Code:

Ordnance Survey (OS) grid reference (2 letters and 6 figures, this can be found on www.multimap.co.uk by inserting your postcode):

Your Generation Installation

Make & Model

Installed Capacity (kW)

Please provide a describe of the composition of your Renewable Generation system (e.g. how many PV panels or wind turbines comprise this installation)

Commission Date (start generating electricity)? .

Do you have a grid connection? **Yes** **No**

Metering Information – Generation Meter

Make and Model

Serial Number

Number of Dials (excluding 'red')

Current Generation Meter Reading?

Date of Reading (dd/mm/yy)

4 Supply Information

Your Incoming Supply - Import Meter

Are you a ScottishPower Customer?

Yes No

If yes, please provide ScottishPower Account Number:

Do you have an incoming electricity supply?

Yes No

If yes please complete the following details:

MPAN:

Serial Number:

Make and Model:

Since installation, has your supply meter begun moving backwards?

Yes No

Metering Information – Export Meter

An export facility is determined by your meters ability to record excess units being sent back to the grid. A standard supply meter will **not** have this function.

Do you have an export metering facility?

Yes No

If yes please answer the following questions

MPAN:

Serial Number:

Make and Model:

Exporting Electricity – Opt In Agreement

Under the Terms of the Clean Energy Cashback scheme, generators who expect to export excess energy back to the grid have the option to opt out of the export payment scheme under the terms of the Feed In Tariff

Under the Clean Energy Cashback scheme, each unit of electricity exported will be rewarded at the rate of 3p per kWh

Generators who opt out of the scheme for export, will not receive export payments under FiT terms, and are free to make their own arrangement to sell their exported energy to any supplier agreeing terms

Do you wish to Opt In to the Export portion of the Clean Energy Cashback scheme?

Opt In Opt Out

(Please note you may only opt in or out upon registration for the scheme, and annually upon the anniversary of registration)

5 Declaration

Please sign and complete the below:

Name of applicant:

Name of FiT Licensee:

I confirm that:

- the information provided in, and appended to, this application is complete and accurate;
- if, at any time after the date of this form, the generating station or fuel used by the generating station is altered or updated in any way I will notify the Agent within two weeks of the alteration occurring;
- I am aware of the standard conditions of the scheme overleaf and confirm that they will be complied with at all times;
- any information and/or calculations to be submitted to the Agent after the date of this form, including any information which is provided in order to determine the amount of electricity generated from eligible renewable sources, will be complete and accurate.
- I will not knowingly or recklessly submit information which is false and I am aware that doing so could result in a criminal prosecution.

Name of authorised signatory:

Signature::

Date:

6 VAT Information

Please sign and date the below declaration whether you are or are not registered for VAT.

Are you registered for VAT? Yes No

The Generator shall, at the time of payment, receive from Scottish Power (the Company) a VAT self-billing invoice detailing all elements of the payment.

This document is deemed to be a tax invoice and, as such, should be retained by the Generator as a record of the transaction. HM Customs and Excise have specified that no other VAT documents should be issued between the parties to a self-billing arrangement. Accordingly, The Generator agrees that it will not submit a VAT invoice in respect of Services subject to self-billing.

The Generator agrees to accept each self bill invoice created by the company in respect of supplies made under this agreement.

You are reminded that the tax shown on the self-billing invoice is your output tax and should be paid to H.M. Customs and Excise.

The Generator is required to provide, on request, information relating to his VAT status, including VAT registration number, where he is a registered trader for VAT purposes.

The Generator shall notify the Company immediately if :

1. Their VAT Registration Number is cancelled **OR**
2. They are issued with a new VAT Registration Number **OR**
3. They transfer their business as a going concern

This Self-billing agreement will expire on the termination of the contract between the Generator and Scottish Power.

ACKNOWLEDGEMENT OF ACCEPTANCE BY THE GENERATOR

We acknowledge that the terms and conditions set out above are incorporated in the Contract between the Generator and ScottishPower for the Services and confirm we will comply with them in all respects.

Our VAT Registration Number is:
(if applicable)

Our Company Registration Number is:
(if applicable)

Name: (Please Print)

Signed:

For office use only

FIT ID

Appendix 1 (detach and retain for own records):

SCOTTISHPOWER CLEAN ENERGY CASHBACK TERMS AND CONDITIONS (1st April 2010)

These terms and conditions (“**Conditions**”) apply to electricity generated by you and, if applicable, exported by you and the making and receiving of FIT Payments (as defined below).

1 DEFINITIONS

1.1 In these Conditions, the following words have the following meanings:-

“**Acceptance**” means your written acceptance of the Conditions and the further terms specified in Your Letter;

“**Accredited Installation**” means an Eligible Installation, including any approved variations to the same, which the Authority has determined is suitable for participation in the Scheme and which is registered in the Central Register;

“**Agreement**” means these Conditions, your Application, Your Letter and your Acceptance;

“**Application**” means your Clean Energy Cashback application requesting us to make feed-in tariff payments to you in accordance with the Scheme;

“**Authority**” means the Gas and Electricity Markets Authority or, as appropriate, Ofgem;

“**Business Day**” means any day other than Saturday, Sunday or a public holiday in Great Britain;

“**Central Register**” means the register kept and maintained by the Authority relative to the Scheme;

“**Commencement Date**” means, as appropriate and as specified in Your Letter:-

- (i) the Eligible Date; or
- (ii) where you have been transferred to the Scheme from another scheme, 1st April 2010; or
- (iii) the date on which the Central Register is updated with details regarding payment to you by us of feed-in tariff payments;

“**Deemed Export**” means the flow of electricity from your Generation Unit, if it has an installed capacity of 30kW or less and an export meter is not available, that is deemed to be exported to a distribution system or transmission system in accordance with the FIT Order;

“**Deemed Export Reading**” means the reading in relation to any Deemed Export by which we may calculate an Export Payment by reference to a percentage of the electricity generated by your Generation Unit for that relevant Period;

“**Eligible Date**” means the latest of:-

- (i) the date on which the Authority receives your valid ROO accreditation request or we receive your valid MCS registration request; or
- (ii) the completion of such procedures and tests as constitute, at the time they are undertaken, the usual industry standards and practices relative to your Generation Unit for commissioning that type of Eligible Installation in order to demonstrate it is capable of operation; or
- (iii) 1st April 2010;

“**Eligible Installation**” means, on a site, any equipment, apparatus or appliance used to generate electricity relying wholly or mainly on an Eligible Low-carbon Energy Source, where the maximum capacity at which such equipment, apparatus or appliance could be operated for a sustained period without causing damage to it does not exceed the maximum capacity of 5MW (2kW in the case of combined heat and power) as specified in the FIT Order;

“**Eligible Low-carbon Energy Source**” means the sources of energy and technologies identified in s41(5) of the Energy Act 2008;

“**Expiry Date**” means the expiry date specified in Your Letter, being the end of the maximum period during which you can receive FIT Payments relative to your Generation Unit;

“**Export**” means the flow of electricity at any instant in time from an Eligible Installation onto a distribution system

or transmission system and “**exported**” shall be interpreted accordingly;

“**Export Meter**” means the meter which measures the quantity of electricity exported by you onto a distribution system or transmission system relative to the Generation Unit and any other relevant Accredited Installations connected to that meter;

“**Export Meter Reading**” means a reading taken from your Export Meter;

“**Export Payment**” means the sum paid to you by us in relation to the electricity exported by you in any Period relative to your Generation Unit, calculated by reference to the Export Tariff and Export Meter Reading or Deemed Export Reading, as applicable;

“**Export Tariff**” means the payment rate per kilowatt hour for Export or Deemed Export as detailed in Your Letter;

“**FIT Order**” means the Feed-in Tariffs (Specified Maximum Capacity and Functions) Order 2010;

“**FIT Payments**” means the Generation Payments and, if applicable, Export Payments;

“**Generation Unit**” means the generation unit identified in your Application, including any approved variation to the same, being an Accredited Installation;

“**Generation Meter**” means the meter which measures the quantity of electricity generated by your Generation Unit and any other relevant Accredited Installations connected to that meter;

“**Generation Meter Reading**” means a reading taken from your Generation Meter;

“**Generation Payment**” means the sum paid to you by us for the electricity generated by your Generation Unit in any Period, calculated by reference to the Generation Tariff, Generation Meter Readings and Tariff Code;

“**Generation Tariff**” means the payment rate per kilowatt hour of electricity generated by your Generation Unit as detailed in Your Letter;

“**Licence**” means the electricity supply licence granted to us under the Electricity Act 1989, as amended;

“**MCS**” means the Microgeneration Certification Scheme or equivalent schemes accredited under EN 45011;

“**Ofgem**” means the Office of the Gas and Electricity Markets;

“**Period**” means the period detailed in Your Letter;

“**ROO**” means collectively the Renewables Obligation Order 2009 and Renewables Obligation (Scotland) Order 2009;

“**RPI**” means the general index of retail prices from table RP02 published in the Digest of Statistics by the Office for National Statistics or, if this index ceases to be published, any other retail price index published in substitution for it;

“**Scheme**” means the scheme for feed-in tariffs detailed in the FIT Order and the Licence;

“**Tariff Code**” means the tariff code(s) recorded in the Central Register specific to your Generation Unit, as detailed in Your Letter;

“**we/us**” means ScottishPower Energy Retail Limited (registered number SC190287) having our registered office at 1 Atlantic Quay, Robertson Street, Glasgow G2 8SP;

“**you**” means the person identified in the Application as the owner (as defined in the Licence) of the Generation Unit; and

“**Your Letter**” means the letter which we send you after receipt of your Application which provides you with details of additional terms specific to your Clean Energy Cashback.

1.2 Reference to any statute shall be deemed to include any amendment, replacement or re-enactment thereof for the time being in force and to include any bye-laws, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made thereunder.

1.3 In these Conditions, unless the context otherwise requires, reference to words importing the singular only also includes the plural and vice versa, words importing a gender shall include all genders and words importing

	persons shall include un-incorporated associations and partnerships and any entity with legal standing.	3.5	You confirm that you shall, on each anniversary of the Commencement Date, provide us with an annual declaration confirming that the details you have provided to us relative to your Generation Unit are still current and correct.
1.4	The headings in these Conditions are for ease of reference only and shall not be taken into account in the construction or interpretation of these Conditions.	3.6	It is your responsibility to ensure that Generation Meter Readings and, if applicable, Export Meter Readings are submitted as required.
2	COMMENCEMENT AND DURATION	4	OUR OBLIGATIONS
	The Agreement shall come into effect on the date of signature by us of Your Letter and shall continue in full force and effect until the Expiry Date, unless terminated earlier in accordance with Clause 7.	4.1	Should you wish to receive feed-in tariff payments under the Scheme from another energy supplier we will participate as required to facilitate the transfer to that other energy supplier. You shall contact the supplier from which you want to receive feed-in tariff payments and they will make the necessary industry changes and arrange for the Central Register to be updated, in accordance with the relevant switching process.
3	YOUR OBLIGATIONS	4.2	Where you are also registered to receive a supply of electricity from us, we will not discriminate without objective justification between you and other parties to whom we supply electricity:- (a) if you want another supplier to supply the premises at which the Generation Unit is sited with electricity; or (b) in relation to your prices for supply of electricity and other charges.
3.1	You warrant and confirm the following: (a) you own the Generation Unit; (b) your Generation Unit has an installed capacity of no more than 5MW; (c) you have a Generation Meter connected to your Generation Unit; (d) your Generation Unit is ROO accredited or MCS registered and, where appropriate, connected to the electricity network; (e) where your Generation Unit is not connected to the electricity network, you intend to use any and all electricity generated by the Generation Unit and that you fully understand that any electricity generated but not so used will not be eligible for Export Payments; (f) your Generation Meter and, if applicable, Export Meter are both Authority approved meter types; (g) you are not claiming any feed in tariff payments relative to your Generation Unit from any other energy supplier; (h) you are not registered to benefit from ROO relative to your Generation Unit; (i) you do not have any renewables obligation certificates relative to your Generation Unit for eligible renewable electricity generated and supplied within the UK; (j) where your Generation Unit is connected to the electricity network, you have entered into an appropriate agreement with your local distribution network operator which allows for the exportation of electricity onto the distribution network; (k) where your Generation Unit has an installed capacity of at least 30kW, you have an Export Meter fitted and connected to your Generation Unit; (l) your Export Meter, if applicable, is only connected to the Generation Unit and other Accredited Installations at the premises on which the Generation Unit is sited; and (m) your Generation Meter and, if applicable, Export Meter, are located in accessible locations.	4.3	In relation to requirements for administration of the Scheme, we will not impose any obligations on you that are in addition to or more onerous than those necessary to enable us to meet our obligations under the Scheme.
		4.4	We will fulfil our obligations under the Scheme efficiently and expeditiously, provided that we are not prevented from doing so by any act or omission by you.
		5	PRICES AND PAYMENT
		5.1	The Export Tariff and Generation Tariff are RPI linked, so may be subject to annual change. If this happens, we will inform you of any changes in your next payment statement. A payment statement will be issued to you at approximately the same time as the relevant Fit Payment is made.
		5.2	We shall not be liable to make any FIT Payments to you until, at the earliest and subject to this Clause 5, the end of the Period in which we send Your Letter. The first payment shall be backdated to either:- (a) the Commencement Date; or (b) where you have been transferred from an eligible ROO scheme, if there is a period of more than six (6) months between the Commencement Date and the date of the Your Letter, the date six (6) months prior to the date of the Your Letter.
		5.3	Subject to the other provisions of Clause 5, Clause 6 and Clause 14.7, we shall pay you undisputed FIT Payments by the end of the calendar month immediately following the relevant Period ("Due Date"). If we have not paid you by the relevant Due Date, we shall pay you interest from the Due Date until the date of payment at the annual rate of 1% above the base lending rate of The Royal Bank of Scotland plc from time to time on those unpaid and undisputed FIT Payments.
3.2	You shall promptly provide us and/or the Authority with all information, declarations and evidence as we require for administration of the Scheme. You confirm that all such information, declarations and evidence shall be complete, true and accurate.	5.4	Your FIT Payments will be paid to you in accordance with:- (a) the payment method detailed in Your Letter; (b) readings from your meter(s), provided in accordance with Clause 5; (c) guidance issued from time to time by the Authority; and (d) the Tariff Code and other information recorded at the Central Register.
3.3	You confirm that you have not received any grant(s) which would make you ineligible for the Scheme or, where you have received such a grant, all monies outstanding relative to such grant have been repaid in full to the appropriate body before the Commencement Date.	5.5	Failure to provide readings in accordance with Clause 6.1 will result in non payment of the FIT Payments for the corresponding Period. In the event of this happening, you will receive your FIT Payments by the end of the calendar month immediately following the Period in which either you provide your meter readings or we attend your premises and take meter readings.
3.4	You confirm that you will notify us as soon as reasonably possible if the ownership of the Generation Unit changes, the Generation Unit becomes ineligible under the Scheme or you change the capacity or otherwise vary your Generation Unit in any way which requires an update to or re-registration in the Central Register. If you fail to notify us of any such change, we reserve the right to withhold, reduce or recoup payments accordingly. If the change:- (a) requires an update to the existing entry in the Central Register, this Agreement will continue and you agree to accept any necessary variation as a result; (b) of ownership requires an update to the existing entry in the Central Register or the Generation Unit becomes ineligible under the Scheme, this Agreement will terminate in accordance with Clause 8.1(c); or (c) to your Generation Unit requires a new entry to be registered in the Central Register, this Agreement will terminate in accordance with Clause 8.1(b) and you will need to enter into a new agreement with us from the date of registration of the new entry in the Central Register.	5.6	The Secretary of State reserves the right to change the Export Tariff rate at any point. If this happens, we will inform you of any changes in your next payment statement.
		5.7	If we are notified by the Authority that you or your Generation Unit are suspended or removed from the Central Register we will cease payment of FIT Payments until we are notified to recommence by the Authority. We shall not be required to make any payments to you in relation to any generation or export which occurs when you or your Generation Unit are suspended or removed from the Central Register.

5.8	<p>In the event that you do not want us to pay you Export Payments, you must send us a notice confirming the same and we shall cease payment of Export Payments on the date at the end of the Period in which such notice is received, provided that such date is not:-</p> <p>(a) on or before 1st April 2011;</p> <p>(b) within one year of the later of the Commencement Date or your last received request for us to resume making Export Payments.</p>	6.4	<p>the proper functioning of the Generation Unit, Generation Meter and Export Meter, if applicable.</p> <p>The meter readings shall be regarded as prima facie evidence of the amount of electricity generated and, if applicable, exported. However, if either you or we dispute the accuracy of such reading and functioning of a meter, arrangements shall be made for that relevant meter to be inspected and tested and the provisions of clause 6.2 shall apply. If the meter is found to be operating within the required limits of accuracy, the cost of inspection and testing that meter will be borne by whoever disputed the accuracy of that meter. If the meter is found not to be operating within the required limits of accuracy, the cost of inspection and testing that meter will be borne by the non-disputing party.</p>
5.9	<p>If you later wish us to resume making Export Payments to you, you must send us a notice confirming the same and we shall resume payment of Export Payments on the date agreed by you and us, provided that such date:-</p> <p>(a) shall not be on or before 1st April 2011;</p> <p>(b) is not within one year of the date of receipt of a notice requesting cessation of Export Payments in accordance with Clause 5.8.</p> <p>For the avoidance of doubt, we shall not be liable for payment of Export Payments relative to any Export or Deemed Export prior to the date agreed by you and us for us to resume making Export Payments.</p>	6.5	<p>In the event that we have a dispute in relation to any meter reading which you have provided to us or any amount owing to you, we reserve the right to carry out our own readings from your Generation Meter and, if applicable, Export Meter and the provisions of clause 6.2 shall apply. If the dispute is upheld in our favour, any payments payable to you shall be adjusted to reflect the actual amount owing (if any) and, in the event that we have made an overpayment to you, we shall seek a refund of the said payment from you or deduct it from any future amounts which may be owing to you in accordance with the Agreement.</p>
5.10	<p>We reserve the right to reduce, withhold or recoup FIT Payments if:-</p> <p>(a) it has been identified that an error has occurred on behalf of the Authority, you or us;</p> <p>(b) if abuse of the Scheme has been identified by the Authority and noted in the Central Register; or</p> <p>(c) we are notified by the Authority that it has good reason to believe that a FIT Payment should not have been made.</p>	7	<p>COMPLAINTS</p>
5.11	<p>We reserve the right to suspend FIT Payments if we suspect that an error has been made and your Generation Unit has been extended or varied but not reported to us. If, after investigation, we determine that no error has been made or is corrected, then we shall resume making FIT Payments to you.</p>	7.1	<p>If you have a question, comment or complaint relative to the Agreement or the Scheme, please contact us as soon as possible to discuss it.</p>
5.12	<p>All amounts payable in accordance with this Agreement are exclusive of Value Added Tax and, if applicable, we shall pay you the appropriate Value Added Tax.</p>	7.2	<p>If we are unable to resolve your complaint, we shall comply with the complaints procedure relative to the Scheme, as may be varied from time to time. The complaints procedure includes internal escalation and concludes with the option of an independent Ombudsman service. Full details of the complaints procedure can be found on our website.</p>
5.13	<p>If you dispute a payment statement, please contact us and we will work with you in accordance with the complaints procedure referenced in Clause 7 to try and resolve the issue.</p>	8	<p>TERMINATION AND CONSEQUENCES OF TERMINATION</p>
6	METER READINGS, ACCESS AND OWNERSHIP	8.1	<p>The Agreement will automatically terminate:-</p> <p>(a) where you elect to receive feed-in tariff payments from another energy supplier;</p> <p>(b) where you have carried out a variation to your Generation Unit which requires registration of a new entry in the Central Register; or</p> <p>(c) if there is a change of ownership of the Generation Unit or it becomes ineligible under the Scheme,</p> <p>on the date that we or another energy supplier, as appropriate, update the Central Register accordingly or register a new entry in the Central Register.</p>
6.1	<p>You agree to provide us with accurate readings for your Generation Meter and, if applicable, your Export Meter:-</p> <p>(a) on the Commencement Date;</p> <p>(b) within seven (7) days of the end of each Period;</p> <p>(c) on the date of completion of any extension or variation of the Generation Unit;</p> <p>(d) on the date on which you notify us that you want FIT Payments to be paid to a third party in accordance with Clause 12.2; and</p> <p>(e) upon expiry or termination of the Agreement, howsoever arising.</p>	8.2	<p>We shall be entitled to terminate this Agreement immediately on giving you written notice of the same if:-</p> <p>(a) you are in material breach of any of your obligations under the Agreement and, if the breach is capable of remedy, it has continued unremedied for a period of twenty eight (28) days after we have given you notice specifying the breach and requiring the same to be remedied; or</p> <p>(b) you are a non-domestic party and you have a liquidator, receiver or an administrative receiver appointed over the whole or any part of your undertaking or assets or you pass a resolution for winding up (otherwise than for the purpose of a <i>bona fide</i> scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect, or if the you shall become subject to an administration order or enter into any voluntary arrangement with your creditors; or</p> <p>(c) the Authority or the Secretary of State has revoked our Licence.</p>
6.2	<p>You shall, as soon as reasonably practical and upon receipt of a reasonable request from us or the Authority, provide us or any person authorised by us or the Authority with access to required premises to:-</p> <p>(a) collect meter readings;</p> <p>(b) inspect and test your Generation Unit, Generation Meter and, if applicable, Export Meter;</p> <p>(c) verify the accuracy of information provided by you,</p> <p>and shall provide all reasonably required assistance. If you fail to provide us with access in accordance with the foregoing, you shall promptly refund us our reasonable costs incurred in arranging and, if applicable, attending such appointment and you will not be eligible to receive FITs payments until we obtain such access or as otherwise agreed between us.</p>	8.3	<p>You shall be entitled to terminate this Agreement at any time by giving us twenty eight (28) days prior written notice, unless otherwise agreed, but that termination will not take effect until either the Central Register is updated or a new entry is registered in the Central Register and the old one removed, depending on the circumstances of termination.</p>
6.3	<p>Ownership and risk in the Generation Unit, Generation Unit and Export Meter, if applicable, shall remain with you and it is your responsibility to ensure that both comply with all required standards and that you maintain, repair and/or replace equipment as required to ensure</p>	8.4	<p>The expiry or termination of the Agreement, howsoever caused, shall not affect any of your or our rights, remedies or obligations which may have accrued before or as a result of the ending of the Agreement and shall not affect any of your or our rights, remedies or obligations which either expressly or by implication in the</p>

	Agreement are stated to continue after the ending of the Agreement.		and for all purposes reasonably ancillary to any of those purposes. We may also transfer your data to countries outwith the European Economic Area for the purposes of managing the Agreement, for the provision of our services and products to you and for marketing purposes.
8.5	On termination of this Contract under clause 8.2(a) above, we shall provide you with a fully itemised and costed list of all reasonable costs incurred as a direct result of the termination of the Agreement and you agree to pay us these costs within thirty (30) days of the date of termination.	11.2	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.
9	LIABILITY	11.3	After you provide us with your Application, we may check the following records relating to you and others (see 11.4 below): (a) our own, including records held by us relative to any supply of energy by us to you; (b) records held in relation to MCS; (c) records held by the Authority; (d) the Central Register; (e) records held by Credit Reference Agencies ('CRAs'), Fraud Prevention Agencies ('FPAs') and other third parties. Such checks may be used for assessing applications, verifying identity to prevent crime and money laundering. We may also make periodic searches at CRAs and FPAs to manage the Agreement.
9.1	If we fail to comply with any term of the Agreement, or are negligent, you may be entitled to recover compensation from us for any loss or damage you have suffered. However, we will not be required to compensate you:- (a) if you are a domestic or non-domestic party, for loss or damage caused by anything beyond our reasonable control, or for any loss or damage which is consequential, indirect or financial; and (b) if you are a non-domestic party, for loss of profits, revenues, interest, business, goodwill or commercial, market or economic opportunity, whether direct or indirect and whether or not foreseeable, 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. For the avoidance of doubt, our total liability in respect of all claims for such loss or damage, save for that occurring through death, personal injury or fraudulent misrepresentation, arising in any one calendar year shall not exceed £500,000.	11.4	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.
9.2	The provisions of this clause 9 shall survive the expiry or termination of this Agreement, howsoever arising.	11.5	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.
10	NOTICES	11.6	Your data may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 1998.
10.1	All notices required to be given by one party to the other shall be deemed sufficiently given when in writing and sent by prepaid registered mail or facsimile or hand delivered to the other party's address detailed in this Agreement or such other address, email address or facsimile number as either party notifies to the other.	11.7	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 we and CRAs use your data by writing to: Data Protection Representative, ScottishPower Energy Retail, Section 4, 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. - Call Credit, Consumer Services Team, PO Box 491, Leeds LS3 1WZ or call 0870 0601414. - Equifax, Credit File Advice Centre, PO Box 3001, Bradford BD1 5US or call 0870 0100583. - Experian, Consumer Help Service, PO Box 8000, Nottingham NG80 7WF or call 0870 2416212.
10.2	Notices sent in accordance with Clause 10.1 shall be deemed to have been received:- (a) if delivered personally, when left at the appropriate address; (b) three (3) Business Days after mailing if forwarded by mail; and (c) if sent by fax, upon production by the sender's equipment of a transmission report indicating that the fax was sent to the fax number of the recipient in full without error.	12	ASSIGNMENT
11	USE OF PERSONAL INFORMATION	12.1	We may assign and transfer any or all of our rights and obligations under and in terms of the Agreement (including any monies payable to us) to another party provided they have obtained all the licences and approvals from the Authority or other regulatory authorities necessary for them to operate under the Scheme. 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.
11.1	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 through mail, telephone 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 fraud or loss; (e) to facilitate the switching process under the Scheme; (f) and/or the Authority, for the purposes of administering, reporting and auditing the Scheme, including registration in the Central Register,	12.2	If you want FIT Payments to be paid to a person other than you or an existing third party payee, you must notify us of this and comply with our reasonable instructions to effect a change in payee, including providing us with details (such as name, address and bank details) of that person and, if appropriate, the express written consent of the existing third party payee to such change. FIT Payments will be made to that other person from the date on which the Central Register is updated with their details as payee in relation to the Generation Unit.
		13	PUBLICITY AND MARKETING You shall not make any public announcement or issue any public circular (including a media or press release) relating to the Agreement without our prior written approval, except where any disclosure is required by any legal, accounting or regulatory authority.
		14	GENERAL
		14.1	So long as events or circumstances outside our or your reasonable control prevent either us or you from complying with any of our or your respective obligations under the Agreement, other than with respect to payment, we or you, as the case may be, will be excused for such failure.

- 14.2 The performance by us of obligations under the Licence or in accordance with the Scheme and the FIT Order will not constitute breach of any provision of the Agreement.
- 14.3 We shall have the right to vary or amend any term of the Agreement, including without limitation because of any change of law, Licence, agreement or code or any guidance issued by the Authority. If you are unwilling to accept any such variation or amendment, you must notify us within thirty (30) days of us informing you of the variation or amendment and this Agreement shall terminate on the date of receipt of such notice.
- 14.4 Both you and we acknowledge and confirm that neither of us has entered into the Agreement in reliance upon any representation or warranty or other undertaking not fully reflected in the Agreement, save for any fraudulent misrepresentation.
- 14.5 Nothing in the Agreement shall create, or be deemed to create, a partnership or joint venture between you and us and, save as expressly set out in the Agreement, neither you nor we shall have any authority to act on behalf of or otherwise to legally bind the other in any way.
- 14.6 If any provision of the Agreement is held to be invalid or unenforceable, in whole or in part, that provision or part shall to that extent be deemed not to form part of the Agreement. However, the validity and enforceability of the remainder of the Agreement shall not be affected.
- 14.7 We will be entitled at any time and from time to time to set off any liability that you have to us against any liability that we have to you.
- 14.8 The Agreement shall be construed and implemented in accordance with the laws of England and Wales if the Generation Unit is in England or Wales and in accordance with Scots law if the Generation Unit is in Scotland.