

Scottish Canals, Terms and Conditions of Electricity Supply

Scottish Canals' Terms and Conditions for the purchase of electricity and use of the Meter MACS Customer portal.

These Terms and Conditions set out the rights and obligations of:

- a) users of the portal referred to below which is accessible via the link on the scottishcanals.co.uk website ("user", "you", "your"); and
- b) Scottish Canals, whose Head Office is at Applecross Street, Glasgow, G4 9SP ("The Company", "we", "us" or "our"),

in relation to the portal accessible via the link on the scottishcanals.co.uk website (the "Portal"), the pre-payment for electricity via the Portal, and the supply of electricity provided by the Company at various sites in Scotland.

Your use of the Portal and any electricity supplied to you by the Company is subject to these Terms and Conditions (the "Terms and Conditions of Use").

Your use of the Portal is also subject to separate Terms of Service managed by Meter Macs Limited.

By creating an account and topping up your electricity account via the Portal, you are confirming that you have read, understood and accept these Terms and Conditions and the Terms of service of the portal.

1. Supply of Electricity

1.1. When buying electricity from the Company you acknowledge that the Company is an electricity re-seller and is therefore subject to government regulations and guidelines set by Ofgem, the electricity regulator.

<https://www.ofgem.gov.uk/publications/resale-gas-and-electricity-guidance-resellers>

We will follow Ofgem guidance in calculating charges. The charges applicable at any time and the method of calculation are set out in the electricity usage section of the scottishcanals.co.uk website.

Utility prices may vary from time to time. Rates will be updated as soon as possible.

You agree that you will use the electricity supply for normal domestic use only and will not use it for any kind of industrial or unauthorised commercial purpose. You also agree not to sell the electricity on to any third party.

1.1.1 Scottish Canals does not guarantee uninterrupted supply. Temporary interruptions may occur due to maintenance, testing, or unforeseen faults.

1.1.2 Users are responsible for ensuring that their boat, caravan, or device is suitable for the supply provided

1.2. On a regular basis, the Company will test the electricity supply at each site in accordance with the legal requirements for supplying electricity. This means that you will experience a short power outage while this takes place. You will be notified of any such planned power outages via email only, unless you have made us aware of your need for postal notification and please note that it is your responsibility to remove or protect any electrical appliances during such electrical checks.

1.3. In the event that you experience unscheduled power outages or faults with your electricity supply, you agree to check that your electricity cables have been installed correctly, are being used correctly and your account sign-in details have been entered correctly before contacting the Company.

1.4. If you continue to experience problems with your electricity supply (after conducting checks in accordance with clause 1.3, above) you should report the problem to the Company via the 'Report a Fault' process.

The Company will assess the problem and attempt to repair any faults or arrange for an exchange of parts. We reserve the right to charge you for any callout if the fault is found to be with your cables or equipment or resulting from incorrectly entered account details.

1.5. You agree to not tamper with the supply of electricity in any way.

1.5.1 All smart pedestals, bollards, or other infrastructure remain the property of Scottish Canals.

1.5.2 Users must treat the equipment with care. Damage due to misuse may incur repair charges.

1.5.3 Customers may NOT connect unsafe or overloaded equipment.

1.5.4 Customer may NOT attempt to tamper with sockets, bollards, or any metering devices.

1.6. Each time you use the electricity we supply, the credits that are registered on your account will be reduced according to the quantity of the usage.

When your credit falls below the low balance threshold, the system will email you on 3 separate occasions advising you of low balance.

When the credit is used, the electricity will be switched off until further credit is added.

2. Payment for Electricity via the Portal

2.1. You will pay for all electricity by means of pre-purchased credit. You can purchase credit by either accessing the payment section of the Portal, by credit or debit card payment over the phone, by cash or cheque payment in a Company office, or by any other method approved by the Company from time to time.

2.2.1 The Portal uses the payment systems from Opayo for card transaction processing, and funds are paid directly to Scottish Canals.

2.2. The minimum amount of credit which may be purchased at any time is £10.

2.3. the Company only accepts credit or debit card payments from the following types of card: Visa, MasterCard. Amex is not accepted.

3. Use of the Portal

3.1. You will be required to create an online account for the management of your supply. A user guide is available to assist in navigating the customer Portal.

3.2. Your log in details are secured with encryption and you must ensure for security reasons for your own protection that you take all reasonable steps to maintain this information as confidential and that you do not provide it to any third party.

3.3. To the extent permissible by law, you agree to accept all responsibility for all activity that occurs on your account.

3.4. You must inform us immediately if you have any reason to believe that your log in details have become known to any third party or if your account has been, or is likely to be used in a manner that is not authorised by you.

3.5. It is your responsibility to ensure that all details provided to us are accurate and complete and that such details are updated on a regular basis or as required.

3.5.1 You may cancel your account at any time with no penalty.

3.5.2 Any remaining balance will be refunded upon request within 3-5 working days

3.5.3 Refunds will be issued to the original payment method unless otherwise agreed with Scottish Canals

3.6. the Company will not be liable for:

3.6.1. any damage caused by communications you fail to receive as a result of missing or incorrect contact details; and/or

3.6.2. any misuse of your account should you share your details with a third party.

3.7. You agree not to use the Portal for otherwise than its intended use, and in particular you agree not to use the Portal:

3.7.1. in any way that causes, or is likely to cause, the Portal or any other website run by or connected to the Company or any access to any such website, to be interrupted, damaged or impaired in any way;

3.7.2. for fraudulent purposes;

3.7.3. in connection with a criminal offence or other unlawful activity; or

3.7.4. to cause annoyance, inconvenience or anxiety to any other person.

3.8. Occasionally we may have to temporarily suspend access to the Portal (or any part thereof) for technical, operational, or upgrade/improvement reasons, or in an emergency or for your security.

3.9. We reserve the right to refuse you access to the Portal or any other website run by or connected to the Company, and to terminate your account(s) if you are in breach of any relevant laws, these Terms and Conditions or any other applicable terms and conditions, guidelines or policies.

3.10. We will terminate your account on your request if you contact us in writing to report that your account details have been lost, stolen, damaged or destroyed.

3.11. If your account details are lost or stolen by reason of a security lapse on the part of the Company or its contractors or agents, we will refund to you the money equivalent of all credits left unused on your account.

3.12. Unless expressly stated otherwise the copyright, trademarks and other intellectual property rights in and relating to the Company and the Portal or any other website run by or connected to the Company.

3.13. the Company owned material on these websites including text and images, may not be printed, copied, reproduced, republished, downloaded, posted, displayed, modified, reused, broadcast or transmitted in any way without

clear accreditation to the Company and the particular website and without complying with the Terms and Conditions of Use

3.14. We will use reasonable endeavours to maintain content but it may be incomplete, out of date or inaccurate and is provided on an "as is" basis. It is a condition of us allowing you access to the website that you accept that we will not be liable for any action you take in reliance on the content contained therein.

4. Links to Other Websites

4.1. At certain places on the Portal, hypertext links are provided to enable you to directly access other third-party websites. These third-party websites will contain material or information created, published and maintained by organisations independent of the Company and may offer goods or services for sale. the Company does not endorse, approve, certify or control these external sites, nor any product or service referred to on them and consequently does not guarantee the accuracy, completeness, efficacy, or timeliness of any material and information appearing on such websites or the quality of any goods or services for sale.

4.2. the Company assumes no responsibility for any consequences resulting from the use of any material and information displayed or posted on such third-party websites and expressly disclaims all liability for damage arising out of the use, reference to, or reliance upon such information. Your use of third-party websites and resources is at your own risk.

4.3. All purchases made through such third-party websites will be subject to the third party's own conditions of sale and at no time is the Company acting in the capacity of either agent, partner or otherwise for such third parties.

5. Liability

5.1. To the maximum extent permitted by law, the Company is not liable for any loss or damage whatsoever which is suffered including, but not limited to:

5.1.1. compensatory loss or damage;

5.1.2. direct loss or damage;

5.1.3. indirect loss or damage;

5.1.4. special loss or damage;

5.1.5. consequential damages;

5.1.6. loss of data;

- 5.1.7. loss of income;
- 5.1.8. loss of profit;
- 5.1.9. loss of revenue;
- 5.1.10. loss of business;
- 5.1.11. loss of goodwill;
- 5.1.12. wasted management time;
- 5.1.13. loss of or damage to reputation or anticipated savings;
- 5.1.14. loss of or damage to property; and
- 5.1.15. claims of third parties,

howsoever caused (including by any breach of these Terms and Conditions, in connection with the use of the Portal, the sale of electricity, or any interruption in the supply of electricity by us).

5.2. Nothing in these Terms and Conditions limit the Company's liability for death or personal injury resulting from our negligence or that of its directors, contractors, employees or agents, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which may not be lawfully excluded. Any statutory rights you may have as a consumer remain unaffected by these Terms and Conditions.

6. Privacy and Data Protection

The Privacy Policy forms part of these Terms and Conditions, and in accepting these Terms and Conditions you also accept the terms of the Privacy Policy and give your consent to our use of cookies and the way in which your personal data is handled, which will be in accordance with the Privacy Policy.

6.1 Scottish Canals is the data controller for all information collected through our on-site systems.

6.2 We collect usage data, connection times, socket IDs, and account references for billing and operational safety.

6.3 Meter Macs acts as our data processor and processes personal data on our behalf in accordance with GDPR.

7. Changes to Terms and Conditions

We may from time to time review and revise these Terms and Conditions. Any changes to the Terms and Conditions will take effect from the date they appear on the website/Portal and it is up to you to regularly review the terms and conditions in case there are any changes. Continued use of the Portal after a change has been made is to be treated as acceptance of that change by you.

8. Third Parties

A person who is not a party to these Terms and Conditions shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms and Conditions.

9. Severability

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question will not be affected.

10. Entire Agreement

These Terms and Conditions (together with the Terms and Conditions of Use of scottishcanals.co.uk and the Terms and Conditions of our Privacy Policy) constitute the entire agreement between the parties regarding its subject matter and supersedes and replaces any and all prior agreements, understandings or arrangements between the parties, whether oral or in writing, with respect to the same.

11. Waiver

Omission by the Company to exercise any right under these terms and conditions will not constitute a waiver of such right unless expressly stated by the Company in writing.

12. Governing Law and Jurisdiction

These Terms and Conditions are governed by Scots Law and you submit to the exclusive jurisdiction of the Scottish courts.

Issued February 2026