

# **Standard terms for supplying electricity and gas to domestic customers**

August 2016

## **Glossary**

### **agents and service providers**

Agents provide services on our behalf. Service providers provide services to us.

### **domestic customer**

Someone taking gas or electricity (or both) totally or mainly for home use – not a business premises (it can include an organisation using energy in a residential property, e.g. a landlord using energy to provide frost-protection in a vacant property).

### **energy ombudsman (also known as ombudsman services: energy)**

An independent organisation that deals with customer complaints about energy supply.

### **gas transporter**

A company who transports gas around the gas network.

### **green deal charges**

The costs of the green deal plan broken down into a daily charge which are set by the green deal provider and collected by us.

### **green deal plan**

A plan set up for the installation of energy efficiency measures or improvements made (or to be made) to a property by a green deal provider where the costs of such energy efficiency measures or improvements will be recovered by the green deal provider in the form of green deal charges.

### **green deal provider**

The party responsible for providing or installing the energy efficiency measures or improvements to a property under a green deal plan.

### **liability**

What you and we are responsible for in law.

### **local network operator or network operator**

The company which operates the local distribution network through which your electricity or gas is supplied.

### **Master Registration Agreement**

The agreement of that name required to be maintained pursuant to the electricity distribution licence conditions, which sets out the change of supply process and meter point registration.

### **meter**

The device fitted to record the energy you use. It also includes any associated equipment.

### **Network Code**

The legal and contractual framework to supply and transport gas or electricity (as appropriate to the relevant code) which governs processes, such as the balancing of the system, network planning, and the allocation of network capacity through which energy is transported.

### **non-standard product**

A product we supply which has extra terms that apply along with these standard terms of supply (this may depend on the tariff that applies).

### **npower group company**

The current npower group includes the following companies.

#### **RWE AG**

RWE Npower Group plc (company number 8241182)

Npower Commercial Gas Limited (company number 3768856)

Npower Direct Limited (company number 3782443)

Npower Limited (company number 3653277)

Npower Gas Limited (company number 2999919)

Npower Northern Limited (company number 3432100)

Npower Northern Supply Limited (company number 2845740)

Npower Yorkshire Limited (company number 3937808)

Npower Yorkshire Supply Limited (company number 4212116)

The address of RWE AG is Opernplatz 1, 45128 Essen, Germany.

The address of the other companies in the npower group is Windmill Hill Business Park, Whitehill Way, Swindon SN5 6PB.

### **Ofgem**

The Office of Gas and Electricity Markets – they regulate Britain's gas and electricity industries.

### **prepayment device**

A device that is used to top up a prepayment meter with credit which, for example, may be a card or a key.

### **smart energy display (SED) or in home display (IHD)**

An in home energy usage monitor provided as part of the smart meter installation, for use only at that property, which wirelessly connects to your smart meter(s). It shows you how much energy you're using in near real time as well as how much it costs (for more information about your SED go to [npower.com/knowmore](http://npower.com/knowmore)).

### **smart meter**

A meter (and its associated smart energy display, communications hub and ancillary equipment) that records the amount of energy you use and can send this information to us remotely (removing the need for a meter reader to visit), as well as receiving information sent from us to the meter.

### **Smart Meter Installation Code of Practice**

The code of practice of that name which governs the installation of smart meters for more information about this code see [npower.com/smicop/](http://npower.com/smicop/)

### **SMS (short message service)**

This is a text messaging service which allows fixed line or mobile phone devices to exchange short text messages.

### **subcontractor**

A person or company who carries out work for us.

### **tariff**

The rate or rates for each unit (kilowatt-hour or kWh) of electricity or gas (or both) that you use under this agreement (including any daily standing charge) plus any other charges.

### **TRAS (Theft Risk Assessment Service) Fraud Prevention Agency**

The organisation appointed on behalf of the energy industry as required under energy suppliers licence conditions to provide a service to all UK energy suppliers to facilitate the prevention, detection and any subsequent investigation of energy theft (see clause 39 for more details).

### **we, us, our**

npower, which is the company that supplies electricity or gas (or both) to your home – see 'Who supplies your gas or electricity (or both)':

### **working day**

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

### **You, your**

The person or organisation taking the supply of gas or electricity (or both).

## About these terms

These terms cover separate agreements.

**Part A** contains the terms of your agreement with us to supply gas or electricity or both.

**Part B** is a standard agreement between you and the local network operator who distributes electricity for us to supply to you.

These agreements only apply if your home or property is connected to the mains (local network) supplying electricity or gas. If it is not, you must make separate arrangements with the local network operator for that connection.

## Part A

### About this agreement

#### 1. Standard agreement with npower for supplying gas or electricity (or both)

**a** These are the standard terms of our agreement with you. You may have agreed to extra non-standard product terms depending on the tariff which applies. We have designed these standard terms and prices for single, domestic premises with an individual meter. By entering into this agreement, you agree that you are a domestic customer. If you stop being a domestic customer and become a business customer instead, you agree to let us know within seven days of the change taking place. This will allow us to arrange for your supply to be transferred over to our standard business terms or to a new supplier.

**b** This agreement is based on the information you have given to us, either directly or through an agent. If:

- we cannot check any important information about you or your meter or the information available is not up to date, or the information you have provided is significantly inaccurate, false or misleading, or we cannot supply a customer with your type of meter or metering arrangements, or
- your meter or metering arrangements or the smart data consent level you have selected (being monthly, daily or half hourly – see clause 21 for more details of smart consent) are not suitable for the tariff or payment option you have chosen;

we can choose not to go ahead with our agreement with you which means we may terminate it and where possible we will offer you different terms to reflect your supply circumstances and/or offer you a different payment option.

We will write/contact you to offer you any such alternative. We may ask you to change your meter or metering arrangements before we can supply you if that is necessary to enable us to do so and we have no right to make those changes for you. You will need to arrange for this to happen (at your own cost) before we can begin supply.

**c.** If you have selected our standard tariff during the change of supplier process and we provide you with incorrect prices in error we can choose not to go ahead with our agreement with you which means we may terminate it and we will offer you the correct prices. If you receive such a notification from us then you will either be given the option to accept the revised terms and continue with your registration with us (if we spot the error in time) or where you have already transferred over to us we will notify you of the correct prices and the terms of clause 6 will apply. Where you are already a customer and you select our standard tariff and we provide you with incorrect prices in error we will notify you of the correct prices and the terms of clause 6 will apply. In this clause references to “we” may (as applicable) also include any person acting on our behalf.

**d** We can refuse to supply premises under these standard terms if they are split up into more than one home whether or not each home has an individual meter.

#### 2. Who supplies your gas or electricity (or both)

npower is our trading name and we supply gas or electricity (or both) to you. The full name of the npower company that supplies you will be shown on the front of your agreement (if in written form) or in the correspondence sent to you to confirm your agreement with us (for example, if you have entered into an agreement with us over the phone or online). You may receive your gas or electricity bill (or both) from any npower group company. Any npower group company may ask for or collect payment from you for any other npower group company. If we supply both your gas and electricity, we do so under separate agreements, although you may receive a combined bill (which will show your gas and electricity charges separately).

#### 3. When this agreement starts

**a** Each separate agreement for gas or electricity runs from the date that you:

- signed it;
- accepted it on the phone; or
- sent in an online application (either direct or through an online agent).

If none of these apply to you, the agreements start when you start taking the supply (this is known as a deemed contract which will continue to apply until we or another supplier begins to supply you under an agreement that you have signed, accepted on the phone or accepted online).

**b** If we are taking over from another supplier, we must complete the transfer within:

- i 21 days of the date you entered into an agreement with us (for example, if that date is the 6th of the month then we must complete the transfer either on or before the 27th of that month); or
- ii where a cancellation period applies (see clause 4 for more details), which cannot be longer than 14 days, within 21 days of the earlier of:
- the date on which the cancellation period ends (so you must be transferred either on or before day 35 - for example, if that date is the 6th of August then we must complete the transfer either on or before the 10th of September); or
- the date we mutually agree that the transfer may proceed during the cancellation period (for example, if that date is day 6 of the cancellation period then we must complete the transfer either on or before day 27);

**c** However, we do not have to complete your transfer within the period set out above if:

- i you ask for the transfer to take place at a later date;
- ii you withdraw your request to transfer your supply by telling us that you no longer want to change supplier;
- iii your old supplier has objected to the transfer;
- iv after taking all reasonable steps, we still do not have all the information we need from you to complete the transfer, and that information is not readily available from another source; or
- v after taking all reasonable steps, we are prevented from completing the transfer due to any other reason which is beyond our control.

**d** If the transfer has been delayed for one of the reasons set out at (c) iii, (c) iv or (c) v above, once that reason no longer applies we will complete the transfer as soon as we reasonably can, and at the latest within 21 days of the date that the reason for the delay no longer applied (unless you no longer want to continue with the transfer).

- e You agree to your old supplier:
- giving us all your relevant details to help with your transfer; and
  - transferring to us the right to collect any debt you owe to that supplier and passing over all relevant account information.

#### 4. Changing your mind

You can cancel this agreement within 14 days (being the cancellation period) from the date you signed it, accepted it on the phone or made your application online (where the first day of that 14 day period is the day after the date you signed your agreement, accepted it on the phone or made your application online) or within 7 days of the date you receive your welcome letter whichever is the later. To cancel, simply write to us with your agreement number, saying you want to cancel. Address this to: npower, PO Box 177, Houghton Le Spring, DH4 9AQ. or, you can email us at customer.acquisitions@npower.com or phone us on 0800 073 3000 (generally free from most landlines and should be free from a mobile) or 0330 100 3000 (will cost you no more than 01 or 02 numbers and are included in most "inclusive minutes" from mobiles). You may also use the cancellation form left with you if you signed in person or the form which is available on npower.com (in our section "How do I cancel my electricity/gas contract?").

#### Charges

##### 5. Our charges and where to find them

You agree to pay our charges based on the tariff which applies. You can find details of our charges and how we work out our charges in any 12-month period on your bill/statement, in our tariff literature, on npower.com/tariff or by calling customer services on 0800 073 3000 (generally free from most landlines and should be free from a mobile) or 0330 100 3000 (will cost you no more than 01 or 02 numbers and are included in most "inclusive minutes" from mobiles). Where appropriate, our bill/statement will also provide your tariff comparison rate (TCR) to compare your tariff against others or you can find details of the TCR online at npower.com/tcr. We will add VAT at the appropriate rate to our charges if this applies.

##### 6. Changes to our charges or the terms of this agreement

- a We may change our prices, change or remove benefits, change the way we charge for gas and electricity or change these terms and conditions. If we increase our prices or make any other change to the terms of this agreement which disadvantages you, we will tell you about the changes at least 30 days before they begin to apply. If you do not accept the changes, you may end this agreement and change supplier. The changes we make will not apply to you as long as:
- no later than 20 working days after (but not including) the date on which the increase in the prices or any other unilateral change to the terms of this agreement takes effect we have received notification under the Master Registration Agreement (for electricity) or the Network Code (for gas) or both that another supplier will begin to supply your home within a reasonable period of time and the supplier does so; or
  - you have entered into a new agreement with us which comes into effect no later than 20 working days after (but not including) the date on which the price change or any other unilateral change to the terms of this agreement takes effect.
- b If you owe us money and we object to you transferring your supply to another supplier, if you still want to leave us you must pay us any money you owe within 30 working days of us telling you that we object to the transfer. If you don't pay the money you owe within 30 working days, the changes we told you about will

apply. As well as paying this money, you should also get in touch with your new supplier to make sure that they will register you as their customer within the 30-working-day period.

- c When we change prices, we'll either estimate the meter reading on the date the price change takes place or, if you have a functional smart meter and we are able to do so, take a remote read at the relevant time. We'll use these readings to work out your charges at the old prices up to the date we change the price (unless you give us an actual meter reading on that date or we have been able to take one remotely, in which case we will use that to work out your charges). We will then use the new prices from that date.

##### 7. How any Benefits, Discounts and/or Bundles will be applied to the prices you pay

- a If we offer a benefit on your tariff for paying for energy supplied by Direct Debit, that benefit may be applied automatically through either:

- i a lower daily standing charge, and/or
- ii a lower unit rate,

than we charge other credit customers on the same tariff who pay by other means.

- b **If you agree to pay your energy charges by Direct Debit but that arrangement fails to operate or you don't comply with your obligations relating to the payment method, for example, if you cancel your Direct Debit or your Direct Debit fails, we may transfer you to the non-Direct Debit version of your tariff (which may not have the same beneficial rates or charges as applied to the original version of your tariff) and will give you notice of any change to the terms of this agreement. If your tariff does not have a non-Direct Debit version we will transfer you to the non-Direct Debit version of our standard tariff. In either of these cases your monthly payments may not be enough to pay for your usage and then there may be an outstanding balance due for payment immediately.**

#### Other

- c If we offer discounts and/or bundles, for example, a bundled discount (where another product or service is provided as part of the gas or electricity agreement) we will specify the conditions relating to that discount and/or bundle in the supplementary terms and conditions applicable to that non-standard product.
- d If you have a dual fuel account with us:
- you will receive combined gas and electricity bills (rather than receiving separate bills for each fuel); and
  - you must make combined gas and electricity payments (rather than paying for each fuel separately).
- e Any combined bill will show the charges for gas and electricity separately.
- f If you move to a house supplied by npower, you may not be able to transfer your tariff and/or any associated benefits. You should check the details of your offer and any extra terms and conditions that apply. You can find details of our tariffs on npower.com/discounts or by calling customer services on 0800 073 3000 (generally free from most landlines and should be free from a mobile) or 0330 100 3000 (will cost you no more than 01 or 02 numbers and are included in most "inclusive minutes" from mobiles).
8. **Meter readings**
- a Unless you have a functioning smart meter that can provide us with your meter readings remotely, you must give us meter readings at least every six months. This will help us to make sure your bills are as accurate as possible. We may ask you to provide more

frequent meter readings depending on your method of payment.

**b** When we produce your bill or statement, we will, if possible, use a meter reading that we (either via a metering agent or remotely if you have a smart meter) or you have taken (this is an 'actual meter reading'). If no actual meter reading is available, we will produce a reasonable estimate of usage at your property. You agree to pay the estimated amount or give us an actual meter reading. We will send a new bill based on this reading (unless you agree otherwise) or, if no bill is due at that time, we will use this when we work out your next bill (unless a further actual meter reading is provided).

**c** If you take both gas and electricity from us, and you do not have functional smart meters and want to update your energy usage, you must give us both meter readings, even if only your gas or your electricity usage has been estimated. If we do not receive meter readings for both fuels, the fuel without an actual meter reading will be estimated when we next send you a bill. When we receive an actual meter reading from you or a meter reader which shows us that any previously estimated meter readings we used to prepare your bills may have been over or underestimated, we may cancel and replace the relevant bills. If we do this, we will use the actual meter reading and the typical energy usage of gas and electricity (whichever is appropriate) for the relevant time of year to prepare a more accurate estimated meter reading for the earlier bills. If any price change has taken place in the meantime, we will use the relevant prices before and after the price change when working out the new bill. This will be based on our revised reasonable estimate of the meter reading at the date of that change, unless you provide us with your own meter reading at the date of that change.

**d** If your home shares an unmetered supply of gas or electricity (or both) with other premises (for example, electricity used in shared parts of a building divided into flats), we may estimate the amount of gas or electricity (or both) used and charge you an appropriate share.

**e** If, in our reasonable opinion, the meter reading you provide is not accurate, we will not use it, but we will try to contact you to get a new meter reading to use instead.

**f** If, for any reason, your meter does not register any gas or electricity used, you agree to pay the amount that we reasonably estimate you have used.

## **9. Other charges we may make**

**a** We may charge to recover any reasonable costs of collecting payments from you. These may include the following.

- i** Costs we pay to recover money you owe us, which may include costs of visiting your home (unless the reason for the visit is beyond your reasonable control).
- ii** Administration costs involved in collecting your debt (including the cost of any phone calls made to you by us or our agents).
- iii** Costs of applying for and getting a warrant of entry and carrying it out.
- iv** Costs of tracing you if you have moved and not given us a forwarding address.
- v** Green deal charges for energy efficiency measures or improvements that you, or a previous occupant of your property, have made in your home.

## **10. Costs to do with unaccepted payments**

**a** We may also charge to recover any reasonable costs we have to pay if:

- we have to return a cheque to you, or a Direct Debit payment is rejected because there is not

enough money in your account; or

- you send us a post-dated cheque (that is, a cheque with a future date written on it) or if we have to pay costs to give you copies of cheques and bills.

## **11. Costs to do with your meter (whether it is a credit meter or a prepayment meter)**

**a** We will charge to recover any reasonable costs of the following.

- i** Moving your meter, unless you are of state pension age, disabled or chronically sick (see below 'About your meter').
- ii** Repairing or replacing a damaged meter or meter seals, if the damage is your fault.
- iii** Disconnecting or reconnecting the supply if you ask us to.
- iv** Carrying out a meter accuracy test if you ask for this and we do not find a fault with the meter (which may include the costs of any visits to your home where we do not find a fault with the meter).
- v** Getting a warrant to enter your home if you refuse to let us in, and reasonable costs related to entering your home with the warrant.
- vi** Dealing with something you do that breaks the terms of this agreement.

**b** If you ask us to change your meter due to circumstances other than the ones set out in clause 11(a), then it should be free of charge (and will always be free if you are of state pension age, disabled or chronically sick and cannot use your existing meter). However, we reserve the right to charge you if you request more than two single or two dual fuel meter exchanges within a 12 month period of the original exchange (and your circumstances haven't changed) or clause 12 (a)(iii) below applies.

**c** If you have a complex metering arrangement and either you ask us, or we ask you and you agree, to change your meters to standard meters (be that traditional credit meters or prepayment meters or Smart versions of the same), we will not charge you for changing your meters. However, should any re-wiring etc. be required as part of the meter exchange you will need to carry this out at your own cost. Once the meters are changed we will not change them back to your original complex metering arrangement.

## **12. Costs to do with your prepayment meter**

**a** We may also charge to recover the reasonable costs of the following.

- i** Replacing a prepayment device and the reasonable costs of getting it to you.
- ii** Visits to your premises by our agents if you have contacted us to tell us that you have run out of credit due to a fault with your prepayment meter or prepayment device (or both) if we cannot find a fault and the visit results in credit being added to your prepayment meter by our agents.
- iii** Fitting a prepayment meter to avoid cutting you off or as a fraud prevention measure (we may decide not to enforce these charges depending on your circumstances).
- iv** Changing a prepayment meter to a credit meter or a credit meter to a prepayment meter where the reservation in clause 11(b) applies.
- v** Our agents visiting your premises if you have not taken reasonable care of the meter, and the reasonable costs of repairing or replacing the meter.

**b** In the event that we are unable to support your smart functionality we will not charge you for replacing a smart prepayment meter with a traditional prepayment meter where you are switching to us from another supplier.

## Payment

### 13. When payment is due

**a** Payment is due when we bill you but we will give you a reasonable amount of time to pay. You must pay the amount shown on your bill in full on or before that date unless we have agreed a different payment arrangement with you. Once a demand for payment has been made (i.e. you have been billed) if that bill remains unpaid for a period of at least 28 days, we have the right to object to you transferring to another supplier until you have paid your account in full. If there is a genuine dispute about any amount, you must pay the amount you agree you owe. When we have settled the matter, we will adjust the bill as appropriate. If you are entering into this agreement together with other people (such as your partner), you are each responsible for paying all amounts until they are paid in full. If you owe us money (including in relation to another property where we have supplied you) we will use any payments you make to pay off the oldest debt first.

**b** We will not accept payment other than by our specified payment methods and any cheques sent in payment of a bill must be accepted by the UK banking industry and can only be considered as settlement for any monies owed to us once cleared by our bank.

**c** If you fail to pay your bill or we believe that you are at risk of failing to make the payments that are due to us, we will assess your ability to pay and where appropriate we may change the frequency at which you receive your bills. We will notify you.

### 14. Instalment plan and payment scheme

**a** If you cannot pay your bill, we may offer you an instalment plan instead of fitting a prepayment meter. This plan will spread the money you owe us over a period of time and at a rate that should be affordable for you. It is a condition of the instalment plan that you also agree a payment scheme to pay for your energy use. You can pay off the full amount you owe at any time before the instalment plan ends.

**b** While you still owe us money under your instalment plan, you may not be able to change supplier. If you move home, you will have to pay us the full amount you still owe under the instalment plan, unless you ask us to transfer the amount over to your new address and you continue to take your supply from us. We will set up a new payment scheme and instalment plan for your new address.

**c** If you fail to make any payment due under the instalment plan, the plan will automatically end and we may install a prepayment meter or change the operating mode to prepayment if you have a smart meter to help you pay for the energy you use and recover any money you still owe us.

### 15. Refunding money we owe you

We may keep any money we owe you, and use any payments you make or any security deposit you have paid, to reduce any debt you owe us or any of our other group companies. We may do this if the debt is to do with supplying gas or electricity (or both) or the terms of your agreement. This will include any special terms you have agreed to. The amount we keep will not be more than the amount you owe us.

### 16. Asking for a deposit

**a** We may ask you to pay a reasonable amount upfront – a deposit – as security against payment for your gas or electricity (or both). We may do this to protect us against likely loss in the event that you break the terms of this agreement. We will not ask for a deposit if you choose to pay for your gas or electricity (or both) through a prepayment meter and it is safe and reasonably possible for you to use a prepayment meter. We will only ask for a deposit if it is reasonable for us to do so in the circumstances. If we ask you for

a deposit and you do not pay it, we may be entitled to:

- refuse to supply gas or electricity (or both) to you; or
- cut off your gas or electricity (or both) until you pay the deposit (plus any reasonable costs we have as a result of cutting off and reconnecting your supply).

**b** Supplemental terms and conditions will apply to any security deposit we ask for. These will be provided to you when we ask for the deposit or are available at [npower.com/terms](http://npower.com/terms) or you can request a copy by calling 0800 073 3000 (generally free from most landlines and should be free from a mobile) or 0330 100 3000 (will cost you no more than 01 or 02 numbers and are included in most "inclusive minutes" from mobiles).

## About your meter

### 17. Damage to the meter (which for a smart meter also includes the SED, communications hub and any ancillary equipment)

**a** You must take reasonable care to make sure that the meter is not interfered with or damaged.

**b** If you notice any damage to your meter, or if you suspect that someone has interfered with your meter, you must tell us as soon as possible.

### 18. Position of the meter

Our meter readers must have easy access to read your meter. The meter must also be in a safe, secure and weatherproof position. If it is not, or is not easy to get at, you must provide a suitable position and allow us to move the meter. You agree to pay our reasonable costs for moving the meter unless the unsuitable position was our fault or you are of state pension age, disabled, or chronically sick.

### 19. Access to your meter

You will need to give us reasonable access to read, install, test, inspect, repair, remove or replace your meter when necessary. If we are unable to do so remotely we may also need access to convert your meter (if it is a smart meter) from a 'credit' setting to a 'prepayment' setting (or vice versa), or to cut off or reconnect your supply.

### 20. Prepayment meters

**a** You may ask us for a prepayment meter. We will install one for you if we reasonably can or, if you have a type of meter we can convert from a credit setting to a prepayment setting (either remotely by using the wireless network or by inserting a prepayment device into the meter), we may do that instead. Please remember that a prepayment meter may be more expensive than other ways to pay for energy.

**b** We may ask you to pay for your gas or electricity (or both) through a prepayment meter on our prepayment terms. We may do this if:

- you failed our credit checks;
- a prepayment meter is already installed;
- we have reason to believe that someone has tampered with an existing meter; or
- you owe us money and by installing a prepayment meter we can avoid cutting off your gas or electricity (or both).

**c** If you have a prepayment meter fitted (or, if you have a smart meter where, the operating mode is changed to prepayment) then you will be provided with some supplemental terms and conditions either by us or by an agent acting on our behalf who provides you with the key/card for you to add credit to your meter which, for example, will explain:

- how credit can be added to your prepayment meter,
- your meter displays, etc.

**d** If you have got into debt and you are paying off the money you owe us through a prepayment meter you must make the weekly repayments we have agreed with you to make sure you pay back the money you owe us. You will need to add more credit to your meter over and above the repayment we have agreed with you to pay for your ongoing energy use.

**e** If you fail to keep up with the repayments we have agreed with you (for example you fail to top up your meter with credit) we will review your ability to pay and we may, where appropriate:

- ask you to repay the total amount you owe us straight away, or
- increase the weekly rate at which you are paying off the debt (we will tell you about this before we do so), or
- seek to recover that debt by an alternative means (for example we may agree another payment method with you), or
- take action against you through the courts to recover the debt.

**f** A prepayment meter may be exchanged for a credit meter (or converted from prepayment to credit mode if a smart meter has been installed and the functionality is available) upon your request provided you demonstrate a good credit or payment history. We usually ask for any outstanding debt to have been paid before the exchange takes place and that you have complied with any additional terms and conditions we may have notified you about (for example, you may need to demonstrate 6 to 12 months good payment history). A security deposit or some other form of security may be required before we carry out such an exchange. Meter exchanges are usually free of charge but are subject to our fair and reasonable request policy as set out in clause 11(b).

## **21. Smart meters (which includes the SED, communications hub and any ancillary equipment)**

**a** If you agree to have a smart meter installed, we or our agent will contact you to arrange a convenient appointment for the installation to take place. If we or our agent are not let into your property for the appointment we have agreed with you to install the smart meter, we may charge you the costs of that visit, unless you gave us at least 48 hours' notice that the agreed time was no longer convenient. When we or our agent installs your smart meter we will follow the Smart Meter Installation Code of Practice. A copy of the Code can be found on our website at [npower.com/smicop/](http://npower.com/smicop/)

**b** The smart meter and the smart energy display that we or our agents have provided free of charge or by way of a replacement will be owned by us at all times. If you move house you must leave the smart energy (in home) display in the property unless it is a display unit that you have purchased for your own use in which case you may remove it from the premises.

**c** If you had a smart meter installed by your previous supplier we will treat it as a traditional credit meter until such time as we notify you that we are able to utilise its smart functionality. If the smart meter is operating in prepayment mode and either we require you to or you wish to continue on a prepayment tariff then we will, subject to clause 12(b), replace your smart prepayment meter with a traditional prepayment meter until such time as the appropriate smart functionality is available to us and we are able to arrange for your meters to be changed back to smart meters set in prepayment mode.

**d** Once the smart functionality is available, if you have a smart prepayment meter and transfer supply over to us your old supplier will convert your smart prepayment meter to a smart meter set in credit mode to ensure that you continue to be supplied during the change of supply process. We will do

the same if you decide to transfer supply over to a different supplier as part of the change of supply process and once that has occurred, your new supplier should be in touch to let you know the next steps. When we take over your energy supply we will change the smart meter back to being a smart prepayment (where either we require you to do so or you wish to continue on a prepayment tariff). However if there are any communication issues with your smart meter(s) we may have to leave your meter(s) set up in credit mode. If this occurs we will review what steps we may need to take to recover any debt accrued whilst the meter(s) remains in credit mode.

**e** Once a smart meter is installed and the smart functionality is available for us to use (which we will notify you about) we will be able to take meter readings, diagnose any technical problems (as we will receive various alerts from the meter that will let us know if something is wrong including if your meter has been tampered with in some way), update your meter and monitor your energy use (to the level we are allowed to or you consent to), without visiting your property. We will use those readings to work out the bills that we send you. We can also, without visiting your home:

- switch your smart credit meter to work as a smart prepayment meter; or
- switch your smart prepayment meter to work as a smart credit meter; or
- disconnect your supply (but only if the circumstances set out in clause 29 apply);

if we have the right to do these things under the terms of this agreement or by law.

**f** Once a smart meter has been installed and the smart functionality is available for us to use, your bills will be based on the meter readings we take from your smart meter. In some circumstances we may still have to estimate some of your bills if your smart meter has failed or the communications to the smart meter have failed. We may also need to send an agent to take meter readings if a failure occurs or if there is an issue with your meter. We will still need an agent to visit from time to time to carry out an inspection of your smart meter in line with our legal and regulatory obligations (see clause 19 for details of the access required to your meter).

### **Use of smart energy data once a npower smart meter has been installed and/or the smart meter functionality is available**

**g** Once we have invited you to have a smart meter installed we will, from the date your meter is installed or the date we notify you we are able to utilise the functionality of a smart meter that a previous supplier fitted, or from the date we take over your supply and your smart meter functionality is already available to us (as appropriate), use the smart energy consumption data for the purposes set out in clauses 36, 37, 38, 39 and 40. We will use the smart energy consumption data we obtain remotely for the following purposes depending on what level of consent you have agreed to:



| How your smart energy data will be used                                                                                                                                                                                                                                                                                                                                                                                                           | Monthly | Daily | Half Hourly |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|-------|-------------|
| To produce bills based on actual reads reducing the need to estimate your bills.                                                                                                                                                                                                                                                                                                                                                                  | ✓       | ✓     |             |
| To provide information and feedback to you about your energy consumption and how you could manage your energy usage better and save money (this won't include using your smart energy data for marketing purposes unless you've already agreed that we can). The greater the frequency of energy usage we can obtain the more tailored the feedback can be.                                                                                       | ✓       | ✓     | ✓           |
| To track trends in energy consumption and analyse your energy data and compare it over time with other customers' usage so we can develop tailored products and services for you (this won't include using your smart energy data for marketing purposes unless you've already agreed that we can). The greater the frequency of energy usage we can obtain the more tailored the products and services we can offer to meet your specific needs. | ✓       | ✓     | ✓           |
| To calculate your energy usage and any debt or credit accrued                                                                                                                                                                                                                                                                                                                                                                                     | ✓       | ✓     |             |
| To provide energy usage for industry purposes in line with industry regulations                                                                                                                                                                                                                                                                                                                                                                   | ✓       | ✓     | ✓           |
| To identify and fix faults or issues with your meter more quickly. The greater the frequency of energy usage provided the easier it will be for us to identify issues with the meter at an earlier stage.                                                                                                                                                                                                                                         | ✓       | ✓     | ✓           |
| To provide you with interactive tools to analyse your energy consumption through your online account or through communications we may send to you for example to provide you with energy saving advice. The greater the frequency of energy usage we can obtain the more detailed and tailored the analysis will be.                                                                                                                              | ✓       | ✓     | ✓           |
| To help us forecast demand for energy. The greater the frequency of energy usage we can obtain the more efficiently and accurately we can do this meaning we can purchase wholesale energy at the best price.                                                                                                                                                                                                                                     | ✓       | ✓     | ✓           |
| To give you tailored advice and recommendations on how to reduce the amount of energy you use based on your specific energy usage.                                                                                                                                                                                                                                                                                                                |         |       | ✓           |
| To carry out internal reporting, modelling and analysis to understand our customers better. Provision of daily and/or half hourly energy usage will give us a more detailed view of our customers and how they use energy to help us understand our customer needs better, help improve the way we provide our services and the types of services we offer as well as enabling us to develop the right types of products for our customers.       | ✓       | ✓     | ✓           |

## Monthly

**h** Monthly is the minimum level of data we are allowed to take for billing and regulatory purposes. If this is the level of consent you select we are also allowed to take ad hoc daily meter reads to maintain accurate billing where we need to send you a bill after changes to your account (for example if you move home or change your energy product), if we need to use the data to resolve a query or a complaint from you or if we think your smart meters have been damaged or been compromised in any way. Daily meter reads will help us understand the meter's recent activity so that we can diagnose and resolve the problem.

## Daily

**i** Unless you tell us you wish to opt out (refuse), not only will we collect your monthly energy data as set out above, we will also collect your smart energy data on a daily basis. If you would prefer us not to collect this level of energy data daily you can let us know at any time by calling us on 0800 980 9907 (generally free from most landlines and from a mobile), or

0330 100 8137 (included in most 'inclusive minutes' from mobiles) or by logging in to your online account (if you have one).

## Half-hourly

**j** If you permit us to, not only will we collect your monthly and daily energy data as set out above, your energy data will be measured every half hour. The data will only be collected by us once a day (during a daily download of that data from your smart meter).

## Options

**k** We will discuss the purposes for which your smart energy data may be used in greater detail with you either when you contact us, or we will get in touch with you prior to your smart meter being installed, or when you transfer your energy supply over to us, so that we gain your explicit consent for us to use your half hourly data. Your half hourly smart energy data will not be used by us unless we get your consent to do so.



- l** To discuss your options or change how often we use your energy data, please call 0800 980 9907 (generally free from most landlines and from a mobile) or 0330 100 8137 (included in most 'inclusive minutes' from mobiles) or, where you just want to make a change, by logging in to your online account (if you have one). You can change your mind about the use of your data whenever you like – but we are allowed to take monthly energy usage for the purposes set out above so that we can service your account.
- m** If you decide that you want to change the level of consent at which we are able to access your smart energy data that change will not take effect until the evening (at around midnight) on the day that you contacted us as that is the time when the system is set to update your smart meter/download the energy data.

### Additional Smart Consent Requirements

- n** If you have a smart meter fitted it is your responsibility to tell us if you move home. It is essential that you tell us in advance of that move taking place so that we can arrange for your smart energy data to no longer be available to any new occupier via the smart energy display in your home. If you fail to let us know then we may be unable to prevent your energy data being available to the incoming owner/occupier of the premises. This may also have an impact on the availability of the new occupier's data to them as we will only be able to prevent access to your data from the date that you let us know that you have moved and that may include some data for the new customer if you have moved out and they are already living in the premises.
- o** We are able to provide you with up to 24 months' (or the period we have been your supplier whichever is the shorter) of smart energy consumption data as long as it is available from your smart meter. A smart meter is only able to store a limited amount of data so if you, for example, change your level of consent to enable us to collect more than monthly energy data then we will only be able to provide you with any retrospective information at that new level of energy data use if it is still available from your smart meter.
- p** It will not be possible to purge (remove) your energy data from the systems once it has been collected so any consent to use the energy data is given with that restriction in place. If requested we will stop processing that data unless we have a legal or regulatory right to continue to use the data to deal with your account.
- q** If you are a landlord and you are responsible for the supply of gas or electricity (or both) to the premises you are hereby confirming that you have obtained the consent of your tenants for us to provide you with the level of energy data applicable to your account. We may ask you to provide a copy of the consents that you have obtained prior to allowing you access to anything other than the monthly energy data. In addition, your tenant will have access to the SED and will be able to see how much energy they are using, the tariff you have agreed with us and the cost of that energy.
- r** If you are the account holder for electricity, and not the account holder for gas (or vice versa) at a premise we supply, both of you will have access to the SED and will be able to see how much energy you are using, the tariff you have agreed with us and the cost of that energy.
- s** If your property has multiple meters (for example because you have converted two flats which have separate meters into one) then the level of consent you agree to will be the level of consent that will apply to all the meters in your premises. We may need to discuss your level of consent and how your smart meter operates if your smart meter is set in

prepayment mode.

- t** If you also have an export meter and we are the supplier to whom your energy is exported then any level of consent you have set for your import (supply) meter will apply to your export meter.
- 22. Who owns your meter and any related equipment?**
- a** Unless you have chosen to fit your own meter and any related metering equipment (which must meet certain standards and be fitted in accordance with industry procedures otherwise it may be removed by us or our agent) in which case you own the meter, a service provider (such as a metering agent or the network operator) owns your meter and any related equipment supplied with it (such as a display unit supplied with a smart meter), even when it is installed at your property. If they transfer your meter to another service provider, you agree that both you and the new service provider will continue to have the same rights and obligations as before.
- b** Generally you will be responsible for all the pipes, wiring and equipment on your side of the property beyond the meter installed at your premises and we are not responsible for those nor for their safety. Exceptionally there may be equipment beyond the meter which you are not responsible for. You are also responsible for the meter housing including any external meter boxes (including the doors and covers).

### Ending this agreement

#### 23. Moving home and your responsibility for the energy charges

- a** You may end this agreement at any time. If you are moving home you must ensure you comply with (i) and (ii) below:
- i** You must give us at least two working days' notice before you move home. You must also give us details of your new address and your final meter readings so that we can send you your final bill. If you have given us the correct notice, your agreement with us will end on the date you move out of the property. If you fail to give us the correct notice, your agreement will end either:
- two working days after you tell us that you have moved; or
  - when someone else takes over the supply; whichever is first.
- ii** Until your agreement ends, you will still be responsible for paying for any gas or electricity (or both) used at your old home. This means if you delay in telling us about your move, you may have to pay for any energy used during the period when nobody else was registered as taking the supply. If you do not give us your new address and we have to pay costs to trace you, we may add these costs to your final bill.

#### 24. Your right to end this agreement

- a** Your agreement with us will end if and when:
- you change supplier and the new supplier starts to supply your home;
  - we start to supply you under a new agreement;
  - we lose our licence to supply gas or electricity (or both);
  - we end this agreement as described below; or
  - the supply is cut off because it is no longer needed.
- b** Until then, this agreement will continue to apply and you must pay for all gas or electricity (or both) used up until it ends.
- c** You may end your agreement with us at any time as described above under 'Ending this agreement' and below in 'transferring to a new supplier'.

## 25. Transferring to a new supplier

- a** You may transfer to a new supplier at any time subject to the following:
- i If you want to transfer to a new supplier, we can prevent the transfer if:
    - you tell us that you have not entered into an agreement with another supplier and you want us to prevent the transfer;
    - you owe us money;
    - your proposed new supplier agrees that the transfer was a mistake; or
    - your proposed new supplier does not apply to transfer all the related electricity meters at the premises on the same day.
  - ii We will take all reasonable steps to send you your final bill within six weeks of the transfer to your new supplier being completed. If we receive further information that allows us to correct a mistake in your final bill, we will send you a corrected final bill as soon as possible after we receive the further information.
  - iii There is no charge for transferring to a new supplier, and we will do everything reasonably possible to help with the transfer. You may have to pay an exit fee if it applies to your particular non standard product.

## 26. Our right to end this agreement

- a** We may end this agreement by giving you 28 days' notice in writing. We may end the agreement immediately in the following circumstances:
- i If you have failed to pay for your gas or electricity (or both), cannot pay your debts, or have failed a credit check, and:
    - you have refused our offer of letting you pay in instalments or through having a prepayment meter fitted; or
    - it is not reasonably possible for us to fit a prepayment meter.
- We may also give you the opportunity (where possible) to pay directly from any state benefits you receive.
- ii If you break the terms of this agreement in any other way which would reasonably be considered to be serious (for example, you tamper with your meter).
  - iii If we lose our licence to supply gas or electricity (if this applies).

## 27. Transferring your details and where applicable a debt to a new supplier

- a** We may give your new supplier any relevant details to We may give your new supplier any relevant details to help with the transfer. If you owe us money, we may object to your transfer. Alternatively, we may agree with your new supplier to transfer the debt (if it is below a pre-set industry value) to your new supplier for them to collect. Provided you do not object, we will give them full details of the amount you owe and provide any information that is required to enable the transfer of the debt to proceed. If you do object to this information being provided we will not be able to continue with the transfer.
- b** Ofgem can withdraw our supply licence in certain circumstances. To make sure you do not lose supply, Ofgem may give a 'last resort supply direction' to another supplier to take over the supply from us. If this happens, your agreement with us would end on the date the Ofgem direction took effect.

## 28. Cutting off your gas or electricity (or both)

- a** We have the right to cut off your gas or electricity (or both) in certain situations only. We may do this in the following circumstances.

- i If you have failed to pay for your gas or electricity (or both), cannot pay your debts, or have failed a credit check; and
- you have refused our offer of paying in instalments or through a prepayment meter; or
- it is not reasonably possible for us to fit a prepayment meter.

We may also give you the opportunity (where possible) to pay via deductions from any social security benefits you receive.

- ii If you do not pay a deposit we have asked you to pay, as set out in clause 16, 'Asking for a deposit'.
  - iii If it is not reasonable, in all the circumstances, for us to supply you, and we give you seven days' notice that we are ending this agreement and cutting off your gas or electricity (or both).
- b** We may also cut off your gas supply if supplying gas to your home might put the public in danger and we have taken all reasonable steps to prevent that danger from arising.
- c** If we supply you with both gas and electricity, we do so under two separate agreements. We will not cut off both your gas and electricity unless this is for a reason which applies to both gas and electricity. For example, if you have failed to pay for your electricity, but have paid for your gas, we will not cut off your gas supply (as long as there is no other reason for cutting off your gas supply).
- d** If you are having difficulty paying, we will offer to fit a prepayment meter before we cut off your gas or electricity (or both). If necessary, to avoid having to cut you off we may apply for a warrant to fit a prepayment meter without your permission. Or, if you have a type of meter (including a smart meter) that we can convert from a credit setting to a prepayment setting (either remotely by using the wireless network, or by inserting a prepayment device into the meter), we may do that instead. You must then pay for gas or electricity (or both) at our prepayment rates, which may be more expensive than other ways of paying for your gas or electricity. We may also set the meter to collect any money you owe us. We will tell you if we do this. You must pay any costs we may reasonably ask for if we have to change, convert or reset your meter.
- e** **Costs**
- You must pay our reasonable costs if we have to cut off or reconnect your supply for any of the reasons described in this clause 28. Those costs may include the cost of visits to your home.

## Emergencies

### 29. Restricting or cutting off your supply in an emergency

- a** We may cut off your supply if we have to do so by law or in an emergency, or as a result of other circumstances beyond our control.
- b** If we supply you with gas, we and the gas transporter who operates the network through which the gas is supplied to you also have the right to tell you to restrict or stop your use of gas if we or the gas transporter have to do so by law or in an emergency. You must then follow our instructions. Where applicable, if you receive such a request you may be entitled to a compensatory payment and if you are we will ensure it is paid to you as soon as reasonably practicable after we receive it from the party liable for funding that payment.
- c** In an emergency, you must allow us, and anyone we authorise, safe access to your meter at any time.

### 30. Costs

Where it is reasonable in the circumstances for us to charge you, you must pay our reasonable costs if we have to cut off or reconnect your supply for any of the

reasons described in clause 29 above. Those costs may include the cost of visits to your home.

## **More about this agreement**

### **31. Limits on our liability**

- a** Nothing in this agreement removes our legal liability for death or personal injury caused by our negligence. This agreement does not affect any rights you have by law, including your rights under the Consumer Protection Act 1987.
- b** Except for liability for death or personal injury, as set out above, we are not legally responsible under this agreement for:
- any losses that are not our fault, or that we could not have reasonably expected when we entered into this agreement; or
  - any business losses (for example, wasted expenses or loss of profit, income, opportunity, contract or goodwill).
- c** If you suffer any loss or damage our responsibility to you will be limited to £100,000 for each event or series of related events.
- d** Each individual sub-clause in this clause 31 applies separately. If we are told by a court or similar body that we cannot rely on a sub-clause then the other sub-clauses will still apply.

### **32. Business use**

- a** If you have used gas or electricity (or both) for business purposes, and we have to pay a higher rate of VAT or any other extra taxes (for example, climate change levy), you must pay these taxes in full unless you meet the HM Revenue & Customs requirements that allow you to provide us with 'exemption certificates' which cover the taxes due.
- b** If you are a business customer and we have supplied you as a residential customer by mistake, these terms and conditions will not apply. We will continue to supply you under our 'deemed business terms' unless you sign up to an agreed set of business terms with us or you change to a different supplier. (Our deemed business terms are the terms that a business customer is supplied under if an agreed contract is not in place. This is in line with the Electricity Act 1989 (as amended) and the Gas Act 1986 (as amended). The deemed business terms may be more expensive than our other business terms.)

### **33. Transferring our rights or subcontracting to another supplier**

We may transfer any of our rights under this agreement to any other organisation. We may transfer any of our responsibilities to any other licensed supplier of gas or electricity (or both). We will tell you as soon as we reasonably can if we transfer any rights or responsibilities to another organisation. We may also subcontract anything we have agreed to do under this agreement. However, we will still be responsible for anything carried out by our subcontractors. None of this affects your right to end the agreement as described above under 'Ending this agreement and changing supplier'.

### **34. Law**

In any dispute, the law of England and Wales applies to this agreement if your home or property is in England or Wales, and Scottish law applies to this agreement if your home or property is in Scotland.

### **35. Circumstances beyond our reasonable control**

- a** You and we will not be responsible for failing to keep to the terms of this agreement (other than any failure to pay) if that failure is caused directly by:
- circumstances beyond your or our reasonable control; or
  - you or us doing anything which we have to do by law.

## **Using your personal information**

### **36. Data protection notice**

- a** We respect your right to privacy and will only use the personal information which you give us, or which we legally receive from another organisation or person (for example, the Land Registry, a landlord, directories such as 192.com or the Electoral roll or our agents), as allowed by the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and any other privacy laws that apply.

- b** We may collect the following information about you and other members of your household (this is not intended to be an exhaustive list).
- Name, age/date of birth and sex
  - Home address
  - Phone number, mobile number and email address
  - Bank account details
  - Meter details
  - Gas and electricity usage
  - Records of our conversations and correspondence with you
  - Ethnic origin and physical or mental health
  - Details about benefit entitlements

If any of your details change, you should let us know as soon as possible so that we can keep our records up to date.

- c** We may also collect the following information:

- Your property's characteristic (for example its age, number of bedrooms)
- Occupier details (for example the number of people living in the property)
- Other products and services that you hold.

- d** If you provide information on behalf of anyone else then in doing so you are confirming that you have provided them with the information in this document and that they have given you permission to use the data as set out in clauses 21 (if you have a smart meter), 36, 37, 38, 39 and 40. If you have provided any sensitive information about yourself or others (such as health related information, criminal convictions) you agree (and are confirming that the person who the information is about agreed) that we can use the information as set out in these terms and conditions.

### **37. How we store and use this information**

- a** We take appropriate steps to protect the personal information we collect from you and to make sure that your personal information is kept secure and only used in line with clauses 21 (if you have a smart meter), 36, 37, 38, 39 and 40.
- b** We (or others acting on our behalf) may collect, store and use the personal information listed above for the following purposes.
- To help us identify you so we know who we are talking to.
  - To supply you with gas or electricity (or both) and any other services you have asked us for.
  - To set up and otherwise manage your account, including collecting payments, recovering debts, analysing your account history, and improving our service to you which may include:
    - sending you service messages such as meter read and payment reminders by SMS and/or email,
    - if you have an online account, providing service notifications via your online account; and
    - account notifications and communications such as price and other terms and conditions changes

by the same means (if you have agreed to receive such notifications and communications by those means),

unless in each case (with the exception of service messages via your online account which you are required to receive as part of having an online account), you tell us you do not wish to receive such service messages, notifications and communications by those means and you are not required to receive them by SMS and/or email as part of the product you have signed up to.

- iv To measure your gas or electricity use (or both) and to work out your bills.
- v To help prevent and detect debt, theft, fraud or loss of gas or electricity (or both).
- vi To assess health and safety, environmental and financial risks to you.
- vii To train our staff and monitor our services. (This may involve us recording our conversations with you or keeping copies of our correspondence with you to make sure we are providing you with a good service and are keeping to our legal and regulatory obligations.)
- viii To provide you with marketing information (including by phone, text message, email and e-marketing i.e. using the internet and digital media technologies (for example social media)) about products and services (including third party products and services) which we think may benefit you in your everyday lives (if you have agreed to receive such information).
- ix To carry out internal reporting, profiling, modelling and analysis, market research, produce statistics, and test systems to help improve the way we provide our services and the products that we are able to make available to you.

**c** We will not use your personal information to contact you about products and services if you ask us not to.

### **38. How we share this information**

- a** We may give your personal information to others in We may give your personal information to others in connection with the purposes set out above, including to the following.
  - i Agents acting on our behalf to provide the services you have asked for or to carry out profiling, modelling and analysis, market research, statistical analysis and the testing of our systems to help improve the way we provide our services and the products that we are able to make available to you.
  - ii Other members of the npower group of companies.
  - iii Relevant industry organisations and agencies, based on agreed industry processes.
  - iv Credit-reference and fraud-prevention agencies (see clause 40 below for more details).
  - v Relevant law enforcement agencies or government agencies where we have been asked to provide the information for legal or regulatory reasons for example by a lawyer or Ofgem (if we receive a legitimate request for the information).
  - vi If you do not pay a debt, we may ask a debt recovery agent to pursue that debt on our behalf or we may transfer your debt to another organisation and give them details about you and that debt or we may use a credit reference agency or fraud prevention agency to trace you if you have not provided your contact details or a forwarding address so that we can recover your debt or we may pass your details on as part of current or future legal action.

vii Social services, and to medical and healthcare professionals or other similar support agencies, if you are in danger of being cut off and we believe you may need extra help. You or a member of your household may need this extra help as a result of your (or their) health, age, disability or financial circumstances (we assess and record who may require extra help as a result of their circumstances). We may provide this information to other energy suppliers in line with the Energy UK "safety net procedures" if you decide to change supplier. We may also share this information with the relevant gas transporter, metering agents or network operator.

- b** If an organisation takes over all (or nearly all) of our business or assets, we may pass your personal information to them.
- c** Except as set out in these terms and conditions, we will not give your personal information to anyone else unless you have agreed to this. If you do agree, but later change your mind, you can contact us and we will stop sharing your information.
- d** If you have a smart meter installed at your property, we will not collect half-hourly details of your energy usage unless you have given us your consent to do so. If you have a display unit with your smart meter, we may send messages (for example, general energy-efficiency messages) direct to it, unless you let us know at any time that you do not want to receive such information. For more details of how we may use your smart meter energy consumption data see clause 21.
- e** In connection with the purposes set out above, we or our agents may transfer personal information that we collect from you to:
  - other organisations or people; or
  - members of the npower group of companies;

based in countries outside the European Economic Area (EEA).

These countries may not have the same data protection standards as we do in the UK, although how we collect, store and use your personal information will continue to be governed in line with clauses 21 (if you have a npower smart meter), 36, 37, 38, 39 and 40, the legal protection provided by our agreements and any relevant laws.

**f** We may pass your information on for regulatory purposes to Ofgem (or any organisation which takes over Ofgem's role) or directly to an agent acting on their behalf, or as part of a government data-sharing initiative for example ones aimed at helping people who cannot afford to pay for their heating and electricity. They may pass that information to other agencies to be analysed or for other purposes relevant to their requ

### **39. Theft and Fraud Prevention**

**a** If we suspect that someone has committed fraud or stolen energy by tampering with the meter or interfering with the supply we will record this information on your account and we may share this information (for as long as you have an account with us) on a regular basis (including occupier details, property type and consumption data), with the industry appointed TRAS Fraud Prevention Agency (including their sub-contractors (if any)) who will use that information and that of other customers (whether or not supplied by us) to check public and other databases they hold or have access to so that they can profile geographical, behavioural and other similar trends for the purpose of theft and fraud risk assessment and to generate leads based on that analysis which they will pass on to us for the purpose of preventing and detecting the theft of energy and the prosecution of offenders ("theft leads").

- b** The TRAS Fraud Prevention Agency will hold this information and may provide it to other energy suppliers (where you have an energy account with them) or to Ofgem and other industry bodies in accordance with agreed industry processes and the information may continue to be used even following termination of this agreement where you are supplied by a different supplier.
- c** We may use any information we have collected as well as any theft leads received from third parties including the TRAS Fraud Prevention Agency to (where relevant and appropriate) detect, investigate, pursue (including prosecute) and prevent (in so far as possible) theft and fraud.
- d** If we suspect or confirm that you have committed energy theft a record of this will be kept by us and the TRAS Fraud Prevention Agency and this may include recording sensitive personal information such as alleged criminal offences you have been accused of. We may use this information to assist us in making decisions about your payment arrangements and the products and services we offer you in the future.
- 40. How we may share your personal information with credit-reference agencies and how they may record and use your personal information**
- a** We will search the files of credit-reference agencies, and gather information from fraud-prevention agencies and use information we already hold about you for internal credit risk and debt management purposes and to help us assess your ability to pay our bills and to make decisions about the payment arrangements that are most suitable for you and the products and services that we can offer you. We may also use the information to verify your identity and to assist in the prevention of crime. Set out below is a brief guide to how we and the credit reference agencies and fraud prevention agencies will use your information.
- b** We will check your details and details of all the people who are linked to your account (for example a spouse or a person who is sharing your property with you who is also responsible for the account) with one or more credit reference agencies. We may also use information that we already hold about you in relation to your account.
- c** You must ensure that if you are providing information about other people that they agree to us having their information for the purposes you are providing it. If you give us false or inaccurate information and/or we suspect or identify fraud or theft of energy we will record this and may also pass this information to fraud prevention agencies and other organisations (such as the police) involved in crime and fraud prevention who may also use this information.
- d** When credit reference agencies receive a search from us, for example, when you apply to take supply from us or when you move home, they will place a search footprint on your credit file that may be seen by other organisations.
- e** We will share information on your accounts that we hold or open for you and how you manage it/them to credit reference agencies and where relevant with fraud prevention agencies. We may access and use information from such agencies to check any applications you make for credit, to check your identity, to recover debt. If you owe us money and when requested, do not repay in full and on time, credit reference agencies will record the outstanding debt. If we consider that your account is in default (i.e. you have not paid us and are in breach of your agreement with us) we will notify you and if you do not pay us we will report the unpaid debt to credit reference agencies who will record that default on your credit file. If you set up an instalment plan or some form of payment arrangement with us (including paying off any debt through a prepayment meter) then a payment arrangement flag may be recorded on your file. We may record such a flag irrespective of whether or not you are a current customer with us or a previous customer whose account was closed with an outstanding debt that remains to be paid by you.
- f** The information we share may be supplied to other organisations (such as banks, other utility companies, companies who offer you credit to purchase goods and services) by credit reference agencies and fraud prevention agencies to perform similar checks to those set out in d) above and to trace you whereabouts if you have moved without providing a forwarding address so that they (and we) can recover debts that you owe. The credit reference agencies keep records for 6 years after your account has been closed, you have paid the debt or action has been taken against you to recover the debt.
- g** We and other organisations may access and use, from other countries, information recorded by fraud prevention agencies.
- h** 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.
- i** If you would like more information, you can find a full version of how your data will be used and shared with credit reference and fraud prevention agencies at [npower.com/creditchecking](http://npower.com/creditchecking) or you can call us on 0800 073 3000 (generally free from most landlines and should be free from a mobile) or 0330 100 3000 (will cost you no more than 01 or 02 numbers and are included in most "inclusive minutes" from mobiles) and we will send you a leaflet.
- j** If you would like to see what information a credit reference agency or fraud prevention agency holds about you, you can contact those currently operating in the UK. The information they hold may not be the same so it is worth contacting them all. They will charge a small statutory fee.
- CallCredit**, Consumer Services Team, PO Box 491, Leeds, LS3 1WZ or call 0330 0247574 or log onto [www.callcredit.co.uk](http://www.callcredit.co.uk)
- Equifax** PLC, Credit File Advice Centre, PO Box 3001, Bradford, BD1 5US or call 0800 014 2955 or 0333 321 4043 or log on to [www.equifax.co.uk](http://www.equifax.co.uk)
- Experian**, Consumer Help Service, PO Box 8000, Nottingham NG80 7WF or call 0344 481 0800 or 0800 013 88 88 or log on to [www.experian.co.uk](http://www.experian.co.uk).
- 41. Your rights**
- a** You have the following rights relating to your personal information.
- i** To see the personal information that we hold about you at any time. If you write to, email or phone us and ask to see this information, it is known as a 'subject access request'. To see the information you need to pay a fee, which is currently £10.
- ii** To ask us to update and correct any out-of-date or incorrect personal information that we hold about you. You can do this free of charge.
- iii** To opt out of any marketing communications that we (or any company or person we have given your personal information to with your permission) may send you.
- b** You may exercise any of the rights set out above by calling us on 0800 073 3000 (generally free from most landlines and should be free from a mobile) or 0330 100 3000 (will cost you no more than 01 or 02 numbers and are included in most "inclusive minutes" from mobiles) or you can contact us through our website at [npower.com/contactus](http://npower.com/contactus) or write to: npower – Rainton House, Customer Solutions –SAR Team, PO Box 177, Cygnet Way, Houghton le Spring, DH4 50Z.

## Service levels and complaints

### 42. How to make a complaint

- a** We know things can sometimes go wrong, and we take complaints very seriously. So if you're not happy with the service you've received, we'll always do our best to put things right. If you have a complaint, contact our specialist Complaints Team – we'll try to put things right straight away:

**Call:** 0800 316 9328 (generally free from most landlines and should be free from a mobile).

**Online:** complete our online form at [www.npower.com/complaints](http://www.npower.com/complaints)

**Email:** [complaintsteam@npower.com](mailto:complaintsteam@npower.com)

**Write:** npower Complaints, PO Box 177, Houghton le Spring, DH4 9AQ

- b** We'll do our best to settle your complaint within 10 working days. If it takes longer than this, we will tell you the likely timescale and keep you informed of our progress throughout. When we've completed our investigations, we'll explain what we've found and what we propose to put things right.
- c** If you have followed steps a and b above, but we're still unable to reach a conclusion, the Executive Complaints Team will pass your concerns over to our Head of Customer Relations for review. At this point, we'll take another look at everything that's happened up to this point and then send a Final Response letter that explains our conclusive position.

#### Independent Advice

- d** You can obtain independent advice at any stage during the complaints process from the Citizens Advice consumer service which provides free, confidential and impartial advice on consumer issues so that you know your rights as an energy consumer. There is also a 'Know Your Rights' leaflet, which can be found at [npower.com/knowyourrights](http://npower.com/knowyourrights), which has been produced by Consumer Futures in partnership with Citizens Advice and Citizens Advice Scotland. It provides information about where you can get independent information and advice about: your energy supply; how to get a better deal; reducing your energy bills; how to make a complaint; or help if you are struggling to pay your bills. To find out more and to get up to date information visit: <https://www.citizensadvice.org.uk/consumer/energy-supply/complain-about-an-energy-company/complain-to-your-energy-supplier/> or call the Consumer Advice helpline on 03454 04 05 06 or for Welsh speakers 03454 04 05 05.

#### Ombudsman Services: Energy

- e** If you have followed the steps in our complaints process in full and your complaint still hasn't been settled or resolved within eight weeks, or if we have sent you our Final Response letter and you still are not happy, you can take your case to the Ombudsman Services: Energy (see [www.ombudsman-services.org/energy.html](http://www.ombudsman-services.org/energy.html) or call 0330 4401624). The Ombudsman Service: Energy is a free, independent service which investigates customer complaints in a fair and unbiased way – their decision is binding on us. Please note, the Ombudsman Service: Energy will not consider your case unless you have followed our complaints process. Alternatively, if you bought your energy online, you could use the Online Dispute Resolution (ODR) Platform at <http://ec.europa.eu/consumers/odr/> to try to settle the dispute by completing the online form. Please do not do this until you have followed our internal complaints process as set out above. As part of the ODR process we need to agree with you which dispute resolution body needs to hear your complaint. If we cannot agree then your complaint will not be processed further – please see the site for more information.

### 43. Providing information on the electricity and gas you use

- a** You can ask us to send you, another supplier, or any other person, information about the amount of electricity or gas you have used (your historical consumption data):

- in the previous 12 months; or
- since we've been supplying you (if you have not been a customer for at least 12 months).

You can also ask for your supply number or meter point reference number. We will send the information as soon as we reasonably can.

- b** If you have a smart meter you can ask us to provide you with information about the amount of electricity or gas supplied to your property in each day, week, month, and year (your relevant consumption data) for whichever is the shorter period:
- of 24 months prior to the date on which you access the data;
  - starting from the date on which you became the customer at the premises and ending on the date on which you access the data;
  - starting from the date on which we became the supplier at your premises and ending on the date on which you access the data; or
  - starting from the date your smart meter(s) was/ were installed at your property and ending on the date on which you access the data.

We will provide this data in a readily understandable format, free of charge via:

- (i) the internet; or
- (ii) where we are not able to provide access via the internet, via a device provided, free of charge, by the us to you (which may be via your smart meter in home display) for the purposes of meeting your request.

### 44. Levels of service

We aim to treat you fairly and provide a service that meets your needs. We must tell you about various standards of service, including Guaranteed Standards (which relate to our supply to you and cover your meter and bill) and Overall Standards (which measure performance against set targets).

#### The Guaranteed Standards relate to the following.

##### New connections

- Your electricity account in our old regional areas (being the Midlands, Yorkshire and Northern)
- The accuracy of meters
- Making and keeping appointments
- Faulty prepayment meters
- Compensation payments

#### The overall standards relate to the following

- Putting supplies back on
- Repairing prepayment meters
- Changing meters
- Moving meters

We will send you a copy once in every 12-month period. The copy you receive will also set out the guaranteed standards that apply to your gas transporter and your local electricity distribution company, along with any compensation payments that apply if those standards are not met.

If we fail to meet our Guaranteed Standards and Overall Standards (for example, by not performing a specific task or keeping an appointment) we will have to pay you a set level of compensation.



As well as the Guaranteed Standards, we also have various statements of service relating to providing you with the help that you may need. These statements are explained in the following booklets.

- **Paying for gas and electricity.**

This explains how to apply for a gas or electricity supply, when we may ask for a security deposit, when we will send you a bill, what to do if you have a question about your bill, how you can pay your bills, and how we can help you budget for your bills or help you if you have difficulty paying.

- **Prepayment meters**

This explains how you can pay through a prepayment meter, what a prepayment meter is, the advantages and disadvantages of prepayment meters, how to ask for a prepayment meter, how the meter is installed, how to put credit onto the meter and what to do if you lose your card or key and need to buy credit.

- **Using electricity and gas**

This explains how to use electricity and gas more efficiently in your home, how you can work out how much energy you are using, how you can make savings on your energy bills, grants available to help make homes more energy efficient, and who to contact if you are having problems paying your bill.

- **Warm Response service**

This explains the services available to Warm Response customers, who qualify for the Warm Response service, the checks you should make before you let anyone into your home, meter readings, what to do if you are having difficulty paying your bill and what to do if you smell gas.

- **Visiting your home**

This explains why we sometimes need to visit you, when we will do so, and how to check the identity of our agents to make sure they are genuine.

- **Free gas safety checks**

This explains when you may be eligible to have free gas-safety checks carried out and what those checks cover.

The booklets are available in a variety of different languages.

You can also find information about the "Code of practice for accurate bills" or "billing code" online at <http://www.energy-uk.org.uk/customers/energy-industry-codes/code-of-practice-for-accurate-bills.html>. The billing code sets out the minimum standards we must follow as well as the responsibilities of all energy suppliers (through their licence conditions and other obligations) as well as your responsibilities (such as providing regular meter readings).

Clause 42 above sets out what you need to do if you have a complaint about the levels of service you have received from us.

You can get more information or details about the Guaranteed Standards, Overall Standards or statements of service from the leaflet we have sent you or from our website at [npower.com/standards](http://npower.com/standards) or by calling customer services on 0800 073 3000 (generally free from most landlines and should be free from a mobile) or 0330 100 3000 (will cost you no more than 01 or 02 numbers and are included in most "inclusive minutes" from mobiles).

## **Your supply**

### **45. The quality of your gas or electricity supplies (or both) and making sure they are continuous**

- a Local network operators distribute the electricity or transport the gas that we supply to you (or both). They are responsible for the quality of the supply and for making sure that the supply to you is continuous, without interruptions, through the local network. This

is not our responsibility as it is outside our reasonable control.

- b You have a separate connection agreement with the local electricity network operator, as described in part B below.

### **46. New connections**

If you need a new electricity or gas connection (or both) to your property, you will need to contact the relevant local electricity distribution company or gas transporter (or both) for your area.

## **Feed In Tariff**

- 47. We are mandated to provide a feed in tariff service to our customers under the Government's feed in tariff scheme.

## **Part B – Electricity only**

### **48. About this part of the agreement**

- a By signing this agreement for an electricity supply or accepting it by phone or online, you are entering into two agreements. They are with:

- us, to supply electricity to your home; and
- your local network operator, to distribute electricity across a network so that we can supply electricity to you. The terms that will apply to you are shown below ('national terms of connection').

### **49. National terms of connection**

Your supplier is acting on behalf of your network operator to make an agreement with you. The agreement is that you and your network operator both accept the national terms of connection (NTC) and agree to keep to its conditions. This will happen from the time that you enter into this agreement and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which your network operator delivers electricity to, or accepts electricity from, your home or business.

If you want a copy of the NTC or have any questions about it, please write to:

Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF. Phone: 020 7706 5100, or see the website at [connectionterms.co.uk](http://connectionterms.co.uk)

### **50. About the electricity supply**

- a The local network operator is responsible for the characteristics of your electricity supply. The electricity delivered to your home through the network will normally be at one of the voltages shown below. It will have the following frequency, number of phases and margins of variation associated with it.
  - (i) connection voltage and permitted variations: at 400/230, 460/230 and 230 volts, plus 10% or minus 6%
  - (ii) number of phases of supply: at 400/230 volts, three; at 460/230 volts and 230 volts, one
  - (iii) frequency of supply and permitted variations: at all voltage levels, 50 hertz, plus or minus 1%.
- b If you need more explanation about these figures, please call your local electricity .



### **The Direct Debit Guarantee**

This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.

If there are any changes to the amount, date or frequency of your Direct Debit, npower will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request npower to collect a payment, confirmation of the amount and date will be given to you at the time of the request.

If an error is made in the payment of your Direct Debit, by npower or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society.

If you receive a refund you are not entitled to, you must pay it back when npower asks you to.

You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.



Revised July 2016 (final)

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**Phone calls:** We may monitor and/or record calls for security, quality or training purposes. Calling us on an 0800 number should be free from all mobiles and generally free from all landlines. Calling us on a 0330 number will cost you no more than 01 or 02 numbers from landlines or mobiles. If you get 'inclusive minutes' with your package, calls to a 0330 number will be part of these.

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# npower Price Control Agreement

## for Online Fix September 2018

### Supplemental Terms and Conditions

These terms and conditions are in addition to and do not replace npower's standard terms for supplying electricity and gas to domestic customers ("Standard Terms"), a copy of which should have been provided to you and are also available from [www.npower.com](http://www.npower.com) or by calling us on 0800 316 3375 (free from mobiles and generally free from landlines) or 0330 100 8674 (costs no more than 01 or 02 numbers from landlines or mobiles and part of 'inclusive minutes' from mobiles).

Terms defined in the Standard Terms shall have the same meaning in these additional terms. If there is any conflict between these terms and the Standard Terms, these terms will prevail.

Online Fix September 2018 offers a price fix until 30th September 2018. Charges will be on a single standing charge and unit rate basis and will be based on our current prices for your area, meter type and the payment method that you opted for (and may change if you change area, meter type or payment method).

In order to take up and remain on our Online Fix September 2018 tariff you must:

- have us (npower) supply your gas and/or electricity;
- be a domestic customer;
- take your supply through a credit meter;
- provide your email address and inform us if it changes;
- use [npower.com](http://npower.com) as your primary method of contact with customer service;
- receive your bills online by registering for an online account and paperless bills at [npower.com](http://npower.com) within 30 days of receiving your account number;
- provide meter reads online when requested;
- notify us immediately online of changes to any of your details;
- receive all account communications (including price change and tariff end notices and the provision of other important information) by e-mail;
- conduct your online account with any new features we may introduce and notify you of from time to time;
- pay on the tariff where our charges are wholly based on a standing charge and single rate metered standard domestic tariff (or two unit rate metered economy 7 tariff for electricity); and
- have chosen and we must have agreed to supply you on our Online Fix September 2018 offer.

If at any time you do not meet any of these eligibility criteria or do not comply with the terms of the Online Fix September 2018 offer, we may end your agreement with npower (including your Price Control Agreement) and transfer you to a new agreement on our standard variable prices applicable to you.

In order to take up and remain on our Online Fix September 2018 offer you must also pay your energy bills by monthly direct debit, quarterly variable direct debit or following the receipt of a bill. If you fail to comply with this condition relating to your payment method we may:

- transfer you to the non-Direct Debit version of the Online Fix September 2018 tariff if you agreed to pay by Direct Debit but that arrangement fails to operate (which will result in you losing any direct debit discount);
- ask you to pay for your gas or electricity (or both) through a prepayment meter on our prepayment terms; and/or
- end your Price Control Agreement and transfer you to our standard variable prices applicable to you.

If your Price Control Agreement ends or we take any of the actions listed immediately above this may increase the charges you pay to us and we will give you notice of any such change. You may not be able to switch back to the Online Fix September 2018 offer at any point in the future.

You cannot be supplied on our Online Fix September 2018 offer if your supply is through a prepayment meter.

If you are an existing npower customer transferring to Online Fix September 2018 you will lose any benefits of your previous npower tariff and may not be able to return to that tariff later.

#### Price Control Period

These terms apply from the date when we agree we will supply you under our Online Fix September 2018 offer until 30th September 2018 or any earlier date on which you change your tariff or you do not meet the eligibility criteria and your Price Control Agreement ends. We call this the Price Control Period.

#### Our charges

During the Price Control Period our prices for electricity and gas will be fixed at the current prices for your area, meter type and the payment method that you opted for at sign up (and may change if you change area, meter type or payment method), these being the prices (standing charge and unit rate(s)) indicated in the Online Fix September 2018 offer on the opening date of the offer. The exception to this is if any charge or cost is imposed or incurred by or as a consequence of any action, order, decision or imposition by any governmental, statutory or licensing authority, and, when added to or reflected in our charges or costs at the time, this causes our prices to exceed the fixed price. If there is a change in the rate of VAT chargeable in respect of the energy we supply, this will cause our charges to change and may increase the charges you pay to us. If we provide you with incorrect prices in error we can choose not to go ahead with our agreement with you which means we may end it (including your Price Control Agreement) and we will offer you a new agreement with the correct prices.

#### Our charges after the Price Control Period ends

At the end of the Price Control Period, or at the end of your Price Control Agreement if this is earlier, and you continue to take supply from us, we will place you on our cheapest standard variable tariff applicable to you, which may be more expensive than your current Online Fix September 2018 offer. We will notify you of your new standard variable prices and the associated estimated annual costs you will pay 42-49 days before the end of your Price Control Period. You will pay them from the end of that period, unless we present to you another offer and alternative terms (including prices and estimated annual costs) that we feel may be suitable, and you agree to sign up to those alternative terms.

#### Changing your mind

You can cancel your Price Control Agreement within 14 days from the date when we tell you that we have agreed to supply you under the Online Fix September 2018 offer. To cancel, simply write to us with your agreement number, saying you want to cancel your Price Control Agreement. Address this to: npower, PO Box 177, Houghton le Spring, DH4 9AQ. Or, you can email us at [customer.acquisitions@npower.com](mailto:customer.acquisitions@npower.com) or phone us on 0800 316 3375 (free from mobiles and generally free from landlines) or 0330 100 8674 (costs no more than 01 or 02 numbers from landlines or mobiles and part of 'inclusive minutes' from mobiles). We may monitor and/or record calls for security, quality or training purposes. You may also use the cancellation form left with you if you signed in person. If your Price Control Agreement is cancelled in this way but you continue to take supply from us, we will continue to supply you on our standard variable prices applicable to you under our Standard Terms as if you had never been supplied on the Online Fix September 2018 offer.

#### Early Exit Fee

If before 12th August 2018 you change your supplier or tariff for electricity or gas, or both, to which your Price Control Agreement applies, we may apply a termination fee of £30 in respect of each such fuel ("Early Exit Fee"). You agree to pay any such Early Exit Fee and that we may also take this fee by Direct Debit. We will not apply an Early Exit Fee in relation to this tariff if you change your supplier or tariff on or after 12th August 2018 or in various other specific circumstances set out in this Price Control Agreement.

#### Changing your tariff or supplier

You may end your Price Control Agreement or switch supplier without giving us any form of notice but you may incur an Early Exit Fee if you change before 12th August 2018. If you change your tariff during the Price Control Period for an alternative npower tariff you will no longer be eligible for the Online Fix September 2018 offer and will be supplied under the terms of your new tariff. You may not be able to switch back to the Online Fix September 2018 offer at any point in the future.

If you switch supplier as a result of the notice received during the 42-49 day window prior to the end of the Price Control Period, and we receive formal notice of a switch within 20 working days of the end of the Price Control Period, then until you leave you will pay the charges as per this Price Control Agreement. If you change tariff with us following that notice and prior to the end of the Price Control Period then you will pay the charges as per this Price Control Agreement until you move to your new tariff.

#### Moving home

If you move home you may be able to transfer this Price Control Agreement to your new home if you continue to meet the eligibility criteria and:

- you let us know that you would like to transfer the Price Control Agreement to your new home when you tell us about your change of address; and
- we reach a mutual agreement to continue with the Price Control Agreement at your new home.

If we agree a transfer with you, the prices you will pay for your supplies for the rest of the Price Control Period will be the prices under the Online Fix September 2018 offer applicable to your new home. Those prices may be different from the prices in your present home, for example due to regional variations in our prices or different metering.

If you don't transfer it to your new home this Price Control Agreement will end and you may incur an Early Exit Fee.

22.08.17