

# npower Price Control Agreement for Price Freeze March 2023

## 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.

Price Freeze March 2023 offers a price fix until 31<sup>st</sup> March 2023. 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 Price Freeze March 2023 tariff you must:

- be an existing customer of ours paying our standard variable rates (for example on our Standard or Juice tariff or if you are on a deemed contract with us);
- have us (npower) supply your gas and/or electricity;
- be a domestic customer;
- take your supply through a credit meter;
- 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 Price Freeze March 2023 offer.

If at any time you do not meet any of these eligibility criteria or do not comply with the terms of the Price Freeze March 2023 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 Price Freeze March 2023 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 Price Freeze March 2023 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 Price Freeze March 2023 offer at any point in the future.

You cannot be supplied on our Price Freeze March 2023 offer if your supply is through a prepayment meter

If you are an existing npower customer transferring to Price Freeze March 2023 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 Price Freeze March 2023 offer until 31<sup>st</sup> March 2023 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 Price Freeze March 2023 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, a relevant fixed term default tariff (if we consider it appropriate to do so) or the relevant tariff required or permitted by law, any of which may be more expensive than your current Price Freeze March 2023 offer. We will notify you of your new prices and the associated estimated annual costs you will pay before the end of your Price Control Period as required by our regulatory obligations. You will pay them from the end of the relevant notice 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 Price Freeze March 2023 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 Price Freeze March 2023 offer.

### Early Exit Fee

If before 10<sup>th</sup> February 2023 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 10<sup>th</sup> February 2023 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 10<sup>th</sup> February 2023. If you change your tariff during the Price Control Period for an alternative npower tariff you will no longer be eligible for the Price Freeze March 2023 offer and will be supplied under the terms of your new tariff. You may not be able to switch back to the Price Freeze March 2023 offer at any point in the future.

If you switch supplier as a result of our notice to you prior to the end of the Price Control Period, and we receive formal notice of a switch within the relevant period then until you leave you will pay the charges as per this Price Control Agreement. We'll give you details of all relevant periods when we notify you at the time. 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 Price Freeze March 2023 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.

10.10.18

# **Important information for npower customers**

Key contractual terms: pages 2-7

Terms and Conditions: pages 8-19

# Key Contractual Terms

We've put together this guide to help you get to know the main terms in your contract for the supply of electricity or gas (or both) by us to you and the collection of Green Deal charges (where applicable). To get an up-to-date copy of the full standard terms and conditions and the document setting out how we will use your personal data please refer to **[npower.com/terms](https://www.npower.com/terms)** or call our Customer Services Team to request a copy on **0800 073 3000\*** or **0330 100 3000\***.

If you have signed up to one of our non-standard products such as a fixed term contract you will also receive a "Tariff Guide" relating to that product which will set out the additional key contractual terms for that product.

## **Charges for supply**

The charges for your supply of gas or electricity are set out in this letter/annual summary/bill (as applicable). They will differ depending on your location, your method of payment and whether or not you take your mains electricity or gas (or both) from us, and will be variable or fixed depending upon the terms and conditions of your contract/tariff.

You will be required to pay a daily standing charge which applies no matter how much energy you use. We are permitted to change the terms of your contract in certain circumstances but if the change is to your disadvantage we must give you at least 30 days prior notice of that change.

If you pay by Direct Debit, your daily standing charge will be discounted so that over a year you'll receive a discount of £40 on your electricity charges and £50 on your gas charges for paying by Direct Debit. There is no additional discount after 12 months as it is already taken into account in the price you pay each day.

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 (where your tariff has beneficial rates or charges) 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.

## **How we use your personal information**

For the full details on the below please see the document with the heading "Using your personal information" (provided with your Terms and Conditions) or at [npower.com/terms](http://npower.com/terms) (as applicable). We strongly recommend you do so as this is only intended as an overview.

### **What information we collect**

We will collect personal information like your name, address, meter number, contact details, payment information etc. when you engage with us (via our and broker websites, our App, the phone, via our agents) or sometimes we may obtain it from 3rd party sources like landlords, the electoral roll, the phone book or the Land Registry. We will obtain information from searching the files

of credit-reference agencies, and (where relevant) gather information from fraud prevention agencies. We may record information about your health or any disabilities you may have (your special category (sensitive) data) to see if you are eligible to sign up to the priority services register or to see if there are any additional services we can offer. We will only do this with your consent.

### **What we use it for**

We use your information in lots of ways to: Help us identify you, help us set up and manage your account (including supplying services to you), bill you, deal with any complaints, help us assess your creditworthiness and ability to pay our bills and to help us make decisions about the most appropriate payment methods, products and services we can offer you, help prevent fraud and loss (including tracing or identifying you), market to you (where you have agreed), carry out statistical analysis, research and reporting.

If you have a smart meter we will use your consumption data at the level and for the purposes you have either consented to (half hourly) have not opted out of (daily) or we are legally permitted to use your data for (monthly) for billing and regulatory purposes, or to resolve a query or a complaint or if we think your meter has been damaged or compromised in some way.

If you have signed up to a Green Deal plan we will use your information to carry out initial validation and verification checks. We will also use your information to collect your green deal charges.

### **The legal bases for doing so**

Data protection laws require that where we process your personal data we must satisfy at least one set condition for processing. We have referred to these as the legal bases for processing and they along with the purposes we process your personal data for under those bases are set out in the document with the heading “Using your personal information” (provided with your Terms and Conditions) or at [npower.com/terms](http://npower.com/terms) (as applicable). In some cases you may have the right to opt out of certain processing where we are unable to demonstrate we have an overriding interest in continuing to do so.

### **Who we share it with**

We may share information with other members of the npower group of companies, with agents acting on our behalf (who help us provide our products and services to you), our professional advisors, with organisations like social services or medical agencies if we believe you may need extra help and with relevant industry organisations for agreed industry processes. If required we may share it with organisations like Ofgem or as part of a governmental data sharing initiatives.

Credit reference agencies (CRAs): Your personal information will be shared with CRAs (which may include your payment history and any payments you have failed to make) and may then be used by other organisations that access their files. Missing or late payments which have not been formally agreed may result in your credit score being affected and may therefore affect your ability to obtain credit from other lenders. If you fail to pay the CRAs may register a default against your credit file and if we enter into a formal payment arrangement with you that may also be registered against your credit file both of which may affect your ability to obtain credit from other lenders.

If you have a Green Deal plan your information will be included in a central charge database which may be shared with other organisations that are entitled to have access to it for agreed industry processes.

We may share information 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.

### **Automated decision making and profiling**

We sometimes use your personal information in automated processing to make decisions about you such as credit scoring or profiling for marketing.

### **How long we will keep your personal information for**

We'll keep your information for as long as we need it to provide the products and services you've signed up to. We may also keep it to comply with our legal obligations, resolve disputes and enforce our rights. Information that is no longer required for any purposes will be disposed of.

### **Your Rights to how we use your personal data**

You have certain rights in relation to your information: If you have given us consent to use your information you can withdraw that consent at any time – just contact us by one of the available means. You can also ask to access the personal data we hold about you, as well as requesting we correct mistakes, restrict or stop processing or delete it. You have a right to complain to the ICO. For full details please see the section on “Your rights” in the document with the heading “Using your personal information” (provided with your Terms and Conditions) or at [npower.com/terms](http://npower.com/terms) (as applicable).

## **Green Deal charges**

Where there have been energy efficiency improvements to the property you live in under a Green Deal plan, then Green Deal charges are payable in addition to your electricity charges and appear as a separate item in this letter/annual statement/bill (as applicable) and in your Green Deal annual summary.

The charges are collected by us on behalf of the Green Deal provider who carried out the improvements to your property.

If you are the bill payer (or the owner if the property is empty) you are legally responsible for paying Green Deal charges for any improvements that have been made to the property under a Green Deal plan. You must pay your Green Deal charges in the same way as you pay for your electricity charges.

## **Duration of the contract**

Your contract(s) with us will continue until either:

- a) Your gas or electricity contract (or both) are ended by us after a 28 day period of notice which may be given at any time, or
- b) You move house provided you give us at least 2 working days' prior notice otherwise you may continue to be liable for the supply to the premises. You may be charged an early exit fee if you are on a fixed term contract, or
- c) You change supplier. You may be charged an early exit fee if you are on a fixed term contract.

You can change your energy supplier at any time but you may have to pay any outstanding balance for the energy you have used and/or any outstanding Green Deal charges (where applicable) before you can switch.

## **Exit fees**

Some of our non-standard products may have an early exit fee (if this applies to your product the fee will be set out in the associated Tariff Guide). If you switch in response to a price increase or any other change to the terms of your contract that is to your disadvantage, or a notice of the end of the fixed term period of your contract, you would not have to pay an exit fee.

## **Security Deposits**

We may need to ask you to pay a security deposit in certain circumstances before or during our supply of electricity or gas (or both) to you. We can include any Green Deal charges in our calculations of any security deposit we may ask you to pay. 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.



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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.

npower is a registered trademark and trading name of Npower Limited (Registered No. 3653277), Npower Gas Limited (Registered No. 2999919), Npower Northern Limited (Registered No. 3432100) who also act as an agent for Npower Northern Supply Limited (Registered No. 2845740) for the supply of electricity, Npower Yorkshire Limited (Registered No. 3937808) who also act as an agent for Npower Yorkshire Supply Limited (Registered No. 4212116) for the supply of electricity. Registered in England and Wales. Registered office Windmill Hill Business Park, Whitehill Way, Swindon SN5 6PB.

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

May 2018

## 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.

#### innogy SE

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)

PS Energy UK Limited (company number 9850654)

The address of innogy SE 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 (which may include an 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.

### 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 our separate fair processing notice document referred to as “Using your personal information – our fair processing (privacy) notice” 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:

- 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
- 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:

- you ask for the transfer to take place at a later date;
- you withdraw your request to transfer your supply by telling us that you no longer want to change supplier;
- your old supplier has objected to the transfer;
- 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
- 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). 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 an remote read at the relevant time. We'll use these reading 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 a functional smart meter 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 pensionable age, chronically sick or have an impairment, disability or long term medical condition (including but not limited to a visual, auditory or mobility impairment) or any other characteristic we identify as being relevant (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** Changing your meter if you ask us to in other circumstances than the ones set out in clause 11(a) above is typically free of charge (and will always be free if you are of pensionable age, chronically sick or have an impairment, disability or long term medical condition (including but not limited to a visual, auditory or mobility impairment) or any other characteristic we identify as being relevant and cannot use your existing meter) but 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 restricted 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. Access to a single rate tariff will not be dependent on you agreeing to change your meter(s) from a restricted metering arrangement to a non-restricted metering arrangement. Once the meters are changed we will not change them back to your original restricted 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 before we make this change.

## Backbilling

- d When we issue a bill we can only seek to recover charges for the electricity or gas (or both) used in the last 12 months, unless:
  - the bill was sent prior to 1st May 2018, or
  - we have previously issued a compliant bill and we are seeking payment for previously billed charges, or
  - you behave in an obstructive or manifestly unreasonable way (for example you do not allow us access to your meter(s) to read them without good reason or you are behaving unlawfully by stealing electricity or gas or, where you own your meter you fail to keep it in proper working order), or
  - any other circumstances specified by Ofgem.

### 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 pensionable age, chronically sick or have an impairment, disability or long term medical condition (including but not limited to a visual, auditory or mobility impairment) or any other characteristic we identify as being relevant.

## 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:

- our credit checks indicate this is the most appropriate payment method for you;
- 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).

## **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 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 rights including 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.** How we use your personal information is set out in full in the document entitled "Using your personal information – our fair processing (privacy) notice".

### Service levels and complaints

#### 37. How to make a complaint

- a Step 1: Let us know what's wrong:** 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 Customer Services Team – we'll try to put things right straight away:

**Call:** 0800 316 9328 (select option 1) from a landline or mobile (generally free from most landlines and should be free from a mobile) or 0800 413 016 from a minicom/textphone.

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

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

- b Step 2 – What happens next:** Many issues can be resolved straight away, but if your complaint is more complex and can't be resolved within a day of contacting us, we'll pass your complaint to one of our Specialist Complaints Teams and provide you with their contact information. We aim to resolve more complex complaints within 28 working days and we'll keep you updated on progress throughout.

- c Step 3: If you're still unhappy?:** If you remain unhappy or we haven't been able to resolve your complaint, our Specialist Complaints Team will refer your complaint to our Escalated Complaints Team for review. We will review all the actions we've taken to resolve your complaint. We'll then contact you to discuss our final position. You can contact our Escalated Complaints Team using the details below.

**Call:** 0800 316 9328 (select option 2) from a landline or mobile (generally free from most landlines and should be free from a mobile) or 0800 413 016 from a minicom/textphone.

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

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

#### Ombudsman Services: Energy

- d Step 4: If you've followed steps 1 to 3:** If you've received our Final Position letter or we haven't been able to resolve your complaint within 8 weeks, you have the right to take your complaint to Ombudsman Services: Energy. They offer a free and impartial service to gas and electricity consumers. Following an investigation, the Ombudsman can recommend ways to resolve the problem which you can either accept or reject. If you accept their decision, we will then follow their recommendation. The types of resolution include an apology, explanation, corrective action and financial compensation in appropriate circumstances. You can contact them:

**Call:** 0330 440 1624 (textphone 0330 440 1600).

**Write:** Ombudsman Services: Energy, PO Box 966, Warrington WA4 9DF

**Email:** [osenquiries@os-energy.org](mailto:osenquiries@os-energy.org)

**website:** [www.ombudsman-services.org/energy](http://www.ombudsman-services.org/energy)

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.

### Independent Advice

- e** You can obtain advice independent of 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.

### 38. 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.

### 39. 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**

- 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.

#### **• Priority Services Register (PSR)**

(previously known as the Warm Response service). This explains the services available to customers, who qualify for the PSR, such as 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 37 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**

#### **40. 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.

#### **41. 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**

**42.** 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**

#### **43. 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’).

#### **44. 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)

**45. 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 network operator who may be listed in your phone book under electricity distributors.

**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.



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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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