

# First Year Promise

## Promotional Terms and Conditions

### First Year Promise Promotional Terms and Conditions

#### A. Experience: Powershop Pro

Congratulations! You've opted for the Powershop "Pro" experience with Powerpack discounts, full variable monthly payments and usage insights. If you find it's not for you, we can downgrade your account to our "Lite" experience without Powerpack discounts but with Fixed monthly payments.

#### B. What is our Promise? Our promise to you:-

During your first 12 months as a Powershop customer the cost of the energy you use, plus the standing charge, will not exceed the cost of the same amount of energy calculated using the First Year Promise Rate, plus the standing charge.

If it does, we will refund the difference to you.

*The applicable First Year Rate will have been notified to you upon becoming a Powershop customer. The 12 month period begins on the date your Powershop supply agreement began as defined in the Standard Terms and Conditions.*

#### The promise illustrated

12 month electricity usage 1/03/18 – 28/02/19: 3100 kWh

12 month gas usage 1/03/18 – 28/02/19: 12000 kWh

Illustrative electricity First Year Promise Rate per kWh: 13 p/kWh

Illustrative electricity annual standing charge: £60 per year

Illustrative gas First Year Promise Rate per kWh: 3 p/kWh

Illustrative gas annual standing charge: £80 per year

Based upon a 12 month energy use of 3100 kWh of electricity and 12,000kWh of gas First Year Promise Price would be £903.00 (electricity consumption of 3100 kWh X 13p = £403.00 + £60.00 = £463.00) + (gas consumption of 12000 kWh X 3p = £360.00 + £80.00 = £440.00) .

If during the same 12 month period you were to buy Powerpacks which entirely covered your energy use, or you used a combination of Powerpacks and energy

bought at our standard variable rate, and the amount you spend (including the standing charge) is more than £903.00, we would refund the extra to you – however large or small that amount is.

On your Tariff Information Label which you'll receive when becoming a customer you will see your First Year Rates along with two other rates.

- **Baseline Tariff:** This is the rate that you would pay if you buy no Powerpacks during the Term. Discounts on Powerpacks are displayed as discounts from this rate. This rate is always higher than the First Year Promise.
- **Top Shopper Tariff:** This is the best rate you could achieve by buying all the Powerpacks available to you, or enough Powerpacks to cover your usage each month. This rate is much lower than the First Year Promise. These rates are calculated assuming 1) your consumption information given to us by the industry is accurate and 2) that you use energy in a typical seasonal pattern.
  - More Powerpack discounts are given out in winter when our customers need them most and are therefore seasonal. This lower rate is calculated based on typical seasonal usage.
  - Powerpacks are sized for the best estimate of consumption that we have for you based on what you told us at sign up and our industry sources. If this information is incorrect, packs may be under or oversized for you. This would mean you could either under or over achieve on the Top Shopper Tariff Rates.

*(The figures above are for illustrative purposes only at Ofgem consumption and the First Year Promise Prices are based upon your actual energy use at the First Year Promise rate and Standing Charge notified to you upon becoming a Powershop customer).*

During your first 12 months with us, we will periodically review your account. If it appears your annual spend may exceed the First Year Promise Price, we may suggest Powerpacks for you to buy to bring you on track or even, entirely at our discretion, make an interim credit to your account.

#### C. When is any refund calculated?

The calculation of any refund will be performed at the end of your first 12 months as a Powershop customer and be paid as a credit to your account during the billing cycle following the end of the 12 months.

Any interim credits made to your account during the 12 months will be deducted from this final credit.

#### D. How do we make the refund?

Any refund due is made by way of either a credit to your Powershop account in the amount of the refund, a discount on the price of a Powerpack in the amount of your refund or a combination of both.

The refund will be made only as a credit to your Powershop account. There is no cash alternative for either the whole or part of a refund due, even if you are no longer a Powershop customer.

E. When will any Refund be made?

The Refund will be made during the first full billing period following the end of your first 12 months as a Powershop customer.

F. What happens after the Easy Saver Promise comes to an end?

If after the end of the Powershop Pro - First Year Promise which coincides with the end of your current Baseline Tariff and Top Shopper Tariff we continue to supply You with electricity and or gas, we will place you on a new Baseline Tariff applicable to You (or the relevant tariff required or permitted by law), which may be more expensive than Your current offer. This will be either the Baseline Tariff available at the time of notification or at the time of your current Baseline Tariff end. You will still be able to access Powerpack discounts to achieve a lower Top Shopper rate which will be updated at the same time.

We will notify You of Your new Powershop Pro (or other applicable) prices and the associated estimated annual costs You will pay before the end of Your current Baseline Tariff and First Year Promise as required by our regulatory obligations.

The new Powershop Pro prices will be payable from the end of the relevant notice period for a period of 12 months, 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.

G. Exclusions

1. The First Year Promise refund will only be calculated once you have been a Powershop Customer for 12 months.
2. You will not receive any refund as part of the First Year Promise if you cease to be a Powershop customer during your first 12 months as a customer.
3. The First Year Promise will not apply if in your first 12 months as a customer you move to a new property supplied by Powershop.
4. If at the time we calculate any First Year Promise refund, you owe Powershop more than £100 of which any part is at least 60 days overdue (whether on your current property or another property), you will not be entitled to any refund.
5. This offer is not available in conjunction with any other promotional offers available from time to time through Powershop, with the exception of any customer referral promotion.
6. This offer is only available while it is visible on our webpage or via our sales partners.

# Customer terms and conditions

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

Effective from November 2019

Powershop is a trading name of PS Energy UK Limited, a wholly owned subsidiary of Npower Limited. Electricity is supplied under this contract by Npower Limited and gas is supplied by Npower Gas Limited on behalf of PS Energy UK Limited. PS Energy UK Limited is the agent of Npower Limited and Npower Gas Limited for Powershop customers

### Glossary

#### **Agents and service providers**

Agents provide services on our behalf to enable us to fulfil our obligations to you. Service providers provide services to us.

#### **Domestic customer**

Domestic customers are where:

- the supply from Powershop will be made to a property that is a dwelling;
- the supply of energy will be made to the customer who is also the occupier of that dwelling; and
- the supply will be used for domestic purposes.

If you are not confident that you meet all of the above criteria, you should take advice from your tax adviser. There will be tax and other consequences if you don't meet the above criteria, that are set out in clause 29.

#### **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.

#### **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.

**npower group company**

Npower is part of a wider group of companies. 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)

The address of innogy SE is Opernplatz 1, 45128 Essen, Germany.

The current registered office 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.

**Powershop**

Powershop is a trading name of PS Energy UK Ltd, a wholly owned subsidiary of Npower Limited. Electricity is supplied under this contract by Npower Limited and gas

is supplied by Npower Gas Limited on behalf of Powershop. PS Energy UK Limited is the agent of Npower Limited and Npower Gas limited for Powershop customers.

**Powerpack**

Powerpacks are packs which when purchased, are credited towards your monthly energy use.

**Prepayment meter**

A meter where you pay for your energy before you use it by adding money to a 'key' or card or by purchasing special tokens which are then inserted into the meter to provide credit.

**Priority Services Register**

A register of customers who are of pensionable age, or have an impairment, disability, or chronic illness or long term medical condition (including but not limited to a visual, auditory or mobility impairment), belong to a household which has young children, or any other characteristics requiring them to receive additional support from us.

**Price/Pricing**

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.

**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.

**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 <http://www.energy-uk.org.uk/policy/smart-meters/smart-metering-installation-code-of-practice.html>.

**SMS (short message service) or text**

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

**Subcontractor**

A person or company who carries out work for us.

**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 the Privacy Notice for further details)..

**We, us, our**

Npower Limited, or Npower Gas Limited, which is the company that supplies electricity or gas (or both) to your home or PS Energy UK Limited (our agent trading under the name of Powershop) as the context dictates unless we transfer your supply to another organisation as we are allowed to do under these terms or we are transferred to another group of companies – 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 taking the supply of gas or electricity (or both).

**12 months, 1 year**

Means 365 days and excludes the 366<sup>th</sup> day in any leap year

**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. We are not your local network operator. The identity of your local network operator can be found on your gas or electricity bill.

**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 terms depending on the promotion you signed up to or the terms of your pricing.
  - b. If at any time (whether now or in the future) you request us to supply more than one property and we agree to do so, this contract applies to all those properties for as long as we supply gas or electricity or both to all or any of those properties.
  - c. By entering into this agreement, you agree that you are a domestic customer for all the properties you ask us to supply (either online, via an agent or over the phone) with gas or electricity or both.
  - d. 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 npower's standard deemed business terms or a new supplier.
  - e. 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, 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 your “privacy notice” for more details of smart consent) are not suitable for the pricing or payment option you have chosen;

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

- f. 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 or continue to supply you.
- g. 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 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 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.
- h. We can refuse to supply premises under these standard terms if they 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 Limited supplies electricity and Npower Gas Limited supplies gas to you on behalf of PS Energy UK Limited, a wholly owned subsidiary of Npower Limited and agent of both Npower Limited and Npower Gas Limited. PS Energy UK Limited is trading with you under the name Powershop UK. If we supply your gas and/or electricity on behalf of Powershop, we do so under these terms and conditions but will have separate arrangements with you for each supply, although you may receive a combined bill (which will show your gas and electricity charges separately). Any npower group company may ask for or collect payment from you under this agreement.

## **3. When this agreement starts**

- a. Each separate arrangement for gas or electricity runs from the date that you accepted it on the phone or signed up online (either directly through our website or through an agent). In the case of gas you cannot be supplied by us until we notify customers (including on our website) that we can supply gas. If none of these apply to you, the arrangements start when you start taking the supply of energy (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 either:



- i. 21 days of the date you entered into an agreement with us (for example, if that date is the 6<sup>th</sup> of the month then we must complete the transfer either on or before the 27<sup>th</sup> 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 6<sup>th</sup> of August then we must complete the transfer either on or before the 10<sup>th</sup> 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 the relevant information.
- f. You as a customer can nominate someone to be an authorised person in relation to a property. This means that they can operate your account for that property with us and give us instructions for that property as if they were you, and you are responsible for any of their actions. You can do this online or by calling our call centre.

#### **4. Changing your mind**

- a. You can cancel this agreement within 14 days (being the cancellation period) from the date you accepted it on the phone via an agent or applied online (where the first day of that 14 day period is the day after the date you accepted your agreement on the phone or completed signup online or via an agent).
- b. To cancel, simply write to us, saying you want to cancel. Address this to: Cancellations, PS Energy, Quayside Tower, 252-260 Broad Street, Birmingham, B1 2HF, United Kingdom or, you can email us at [cancellations@powershop.co.uk](mailto:cancellations@powershop.co.uk) or phone us on 0800 009 3719 (generally free from most landlines and should be free from a mobile). You may also use the cancellation form which is available on our website (in our help section "Cancellation").
- c. We operate an online help and call centre at reasonable times to help answer any questions or solve any problems with your account. We will use our best endeavours to answer calls within one minute and to respond to online help enquiries within 2 business days. If for some reason we don't comply with these timeframes you can contact us again or lodge a complaint. Details of our complaints process are set out at clause 33 below;

#### **5. Our prices and where to find them**

- a. You agree to pay our prices which were shown to you before you signed up and in the welcome pack you are sent on signup. You can find details of our prices, charges and fees in clauses 9 and 11, in our help section at [powershop.co.uk/questions/](http://powershop.co.uk/questions/) or by calling customer services on 0800 009 3719 (generally free from most landlines and should be free from a mobile). Our prices include VAT at the appropriate rate.
- b. If you have a dual fuel account with us:
  - i. you will receive combined gas and electricity bills (rather than receiving separate bills for each fuel) unless you specifically opt to have separate bills; and
  - ii. you must make combined gas and electricity payments (rather than paying for each fuel separately).
- c. Any combined bill will show the charges for gas and electricity separately.
- d. If you move to a house supplied by Powershop, you may not be able to transfer your pricing and/or any associated benefits. You should check the details of your promotion and any extra terms and conditions that apply. You should call customer services on 0800 009 3719 (generally free from most landlines and should be free from a mobile) or tell us you are moving house via [powershop.co.uk/moving](http://powershop.co.uk/moving).

## **6. Changes to our prices, fees or the terms of this agreement**

- a. We may change our prices and fees, change or remove benefits, change the way we charge for gas and electricity (including by making any reduction in the amount of a discount that is applied to a unit rate or standing charge) or make a unilateral change to these terms and conditions. If we increase our prices or fees or make any other change to the terms of this agreement which disadvantages you, we will tell you about the changes in an appropriate form and at an appropriate time (leaving you with reasonable time to avoid the changes should you wish to do so and where appropriate taking into account your preferences) to prompt you to make an informed choice in light of our proposed change(s) before they take effect. 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:
  - i. No later than 20 working days after (but not including) the date on which the increase in the prices or fees 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
  - ii. 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 or fee 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. 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. If you don't pay the money you owe within 30 working days, the changes including to the price or fee we told you about will apply.
- c. When we change prices, we will either estimate the meter reading on the date the price change takes place or, if you have a functional smart meter, we have commenced supplying smart meters 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 the date the price change takes place.
- d. If any change or cost is imposed by or as a result of any action, order or decision, or imposition by any governmental or statutory body and in particular if there is any change in the rate of VAT chargeable in respect of the gas or electricity or both we supply, this will cause our charges to change and may increase the charges you pay. An increase in these circumstances will not be subject to the provisions of this clause 6.

## 7. Powershop Experiences

### Powershop Pro

- a. If you have opted to be a Pro customer the following clauses 7 a (i) to (vii) apply to you:
  - i. You have opted to pay for your energy usage through variable payments each month. You accept that by opting to pay variable payments you are likely to pay more during the colder, darker months and less during the warmer, lighter months so you will need to be more flexible in your budget.
  - ii. We offer Powerpacks and discounted Powerpacks which enable you to be in control of your energy consumption and achieve a better unit rate. You can purchase these by logging in online or via our mobile app. In order to fully benefit from opting to be a Pro customer you will need to ensure the following:
    - (a) You log in online or via the mobile app which you can download from our app store and/or purchase Powerpacks within 30 days from the date you sign up to your terms and conditions;
    - (b) You supply us with regular meter readings to ensure you are billed accurately for your energy consumption.
  - iii. If you fail to comply with 7 a. ii. (a) above we may move you on to the Lite experience within 7 days' notice being provided to you. This will ensure you are paying a fixed amount each month which will be calculated by using your average energy consumption over the previous year and dividing it by 12. We reserve the right to make adjustments to the fixed amounts dependant on your energy consumption. For the avoidance of doubt if you are moved on to the fixed rate you will end up paying a higher rate overall than a Pro customer who has the benefit of discounts available to them through the purchase of Powerpacks.
  - iv. If you do not wish to be moved to Lite following the notice in clause 7a. ii. (a) above being provided to you, you can contact us on by calling us on 0800 009 3719 or emailing us at [support@powershop.co.uk](mailto:support@powershop.co.uk).

### Powerpacks, Benefits, Discounts and/or Bundles

- v. We will from time to time offer discounted Powerpacks in our online shop. You can purchase these by logging in online and purchasing them, or via our mobile app. Powerpacks may have conditions attached to them which determine their validity (for example, they may only cover electricity and/or gas supplied after a future date). Powerpacks may have additional conditions attached to them (for example, vouchers which must be redeemed by a particular date). You must comply with any additional conditions attached to the Powerpacks that we tell you about when you buy them. The discounts available through our Powerpacks reflect when customers need them the most, so proportionately more discounts are available in winter than in summer.
- vi. If, before you have used any Powerpacks, the supplier of part of the Powerpack – for example a discounted retail offer - ceases to sell

through Powershop (for example due to receivership or liquidation), or we suspend its ability to sell through Powershop, we may cancel those Powerpacks and credit you their original purchase price. We will tell you if we do this.

- vii If we offer discounts and/or bundles that are not Powerpacks, 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 additional terms and conditions which will be part of your welcome pack.

### **Powershop Lite**

- b. If you have opted to be a Lite customer the following clauses 7 b. (i) to (v) apply to you:
  - i. You have chosen to pay for your energy usage by fixed monthly payments. Your energy usage is likely to fluctuate from month to month across the year, so in the warmer lighter summer months you are likely to be overpaying and in the darker colder winter months you are likely to be underpaying. By choosing to pay by fixed monthly payments you will even out your payments and reduced the shock impact that a larger bill can cause. We will estimate how much energy you will use in the coming year by the information you have provided for the energy consumption in the previous year and dividing this into 12 monthly instalments.
  - ii. We will set up your monthly payment to come from your preferred payment method each month.
  - iii. For the avoidance of doubt your fixed payment is not independent of your energy usage. We reserve the right to adjust your payments in accordance with your energy consumption. We will do this periodically. We will notify you of the revised amount by writing to you. To ensure accurate bills you should provide us with regular meter readings.
  - iv. As a Lite customer you cannot benefit from the discounts offered by purchasing Powerpacks. If you wish to benefit from the discounts offered by Powerpacks you may be able to convert your account to the Pro experience by contacting us by phone on 0800 009 3719 or via email at [support@powershop.co.uk](mailto:support@powershop.co.uk). For the avoidance of doubt, we may require you to pay off any outstanding balance or set up a payment plan for the outstanding amount before you are able to switch to Pro. We may advise you against switching to Pro (always acting with your best interests in mind) if we consider this an unsuitable option for you based on the information available to us at the time.
  - v. As a Lite customer clauses 11 a – c will not apply to you.

## **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 will also ask you to provide more frequent meter readings than that, as this assists us to bill you much more accurately. Help on how to read your meter can be found in the help section at [powershop.co.uk/questions/using-powershop/how-to-read-your-meter](https://powershop.co.uk/questions/using-powershop/how-to-read-your-meter). You can login into our website or mobile app and enter a meter read or call our customer call centre on 0800 009 3719 (generally free from most landlines and should be free from a mobile).
- b. When we produce your monthly bill (see clause 11), we will, if possible, use a meter reading that we (either via a metering agent, or remotely if you have a smart meter and we have commenced supplying smart meters) 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 can send a new bill based on this reading if you would like us to or if the reading is very significantly different, but in any event we will use this reading 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 you must give us meter readings from both meters, even if only your gas or your electricity usage has been estimated. This does not apply if you have a functional smart meter and we have commenced supplying smart meters. If we are supplying you gas and electricity but 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 significantly over or underestimated, we may cancel and replace the relevant 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 properties (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 may 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. Fees and other costs**

- a. We may charge fees 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. Any reasonable costs we have to pay if a Direct Debit, credit card or debit card payment is rejected because there is not enough money in your account.
- b. We will charge to recover any reasonable costs of the following:
  - i. Costs of 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 characteristics we identify as being relevant.
  - 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 special meter read, if this is necessary or you ask us to get one.
  - vi. 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.
  - vii. Dealing with something you do that breaks the terms of this agreement.
  - viii. If we have to connect or reconnect your meter in accordance with clauses 25 or 26.
- c. If you ask us to change your meter due to circumstances other than the ones set out in clause 9(b), then it should be 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 characteristics we identify as being relevant and cannot safely and easily 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).
- d. We may deduct any charges you owe under this contract for fees and charges using the bank account you have authorised us to deduct money from or the debit card or credit card you have authorised us to charge.

## 10. Prepayment meters

Prepayment meters aren't currently available to Powershop customers. If you've got one in your property or you'd like to install one – we won't be able to supply you through Powershop. We can refer you to an npower group company to be a prepayment customer if you would like.

## 11. Payment

### When payment is due

- a. Each month, we will determine the amount of gas and /or electricity supplied to you in accordance with clause 8 and we will review your account and initiate an autopurchase on your behalf to cover all the gas and/or electricity we determined was supplied. We will do this for all of your properties we supply unless you have elected for one or more of your properties to be separately billed, in which case we will follow this process for each separate billing group of your properties.
- b. Before initiating an autopurchase on your behalf we will:
  - i. Check whether you have purchased sufficient Powerpacks to cover the gas and/or electricity supplied to each property in the previous period; and
  - ii. Advise you (if necessary) of the amount of gas and/or electricity you have used that is not covered by Powerpacks, and you may purchase Powerpacks to cover this amount yourself within 2 business days.
- c. If we initiate an autopurchase on your behalf under clause 11(a), we will:
  - i. Notify you by email of the amount of gas and/or electricity you have used, whether we used an estimate or an actual meter read, and the cost of purchasing that gas and/or electricity.
  - ii. Automatically purchase sufficient standard-priced Powerpacks to cover the gas and/or electricity supplied to each property.
  - iii. Deduct any money you owe us using the bank account you have authorised us to deduct money from or the debit card or credit card you have authorised us to charge, if you owe us any money for the purchase of gas and/or electricity or for any fees or charges under clause 9 above. You will always receive at least 10 working days' notification via the email referred to in sub clause (a) above before we deduct that money, unless your preferred payment method is a debit card or credit card in which case you will always receive at least 7 working days notification.
- d. You must:
  - i. Always pay us in full. You must not deduct anything off money you owe us. 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 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.

- ii. Authorise us to deduct money from a specific bank account or charge money to a specific debit card or credit card for amounts you owe us. We will not accept payment other than by our specified payment methods. If these payment methods do not suit you then you should not sign up to Powershop. If you are already a Powershop customer and these methods of payment no longer suit then you should discuss switching to an npower group company with our call centre on 0800 009 3719.
  - iii. Ensure that the bank account you have authorised us to deduct money from or the debit card or credit card you have authorised us to charge is up to date and that it always has sufficient clear and accessible funds to cover all payments to us. 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 follow our ability to pay policy. For more information see [powershop.co.uk/priority-services-register](http://powershop.co.uk/priority-services-register)
- e. We will have available in your online account on our website a statement detailing any auto purchases and any other fees and charges together with invoices for them, plus a statement of any Powerpack purchases. You can access these at any time at your online account.

#### Backbilling

- f. 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 1<sup>st</sup> 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.

## 12. Instalment plan and payment scheme

- a. If you cannot pay your bill, we may offer you an instalment plan 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 you will no longer be able to be a Powershop customer and we can transfer you to an npower group company to be supplied as a prepayment customer under that npower group company's standard pricing. Your charges may increase under this arrangement. We will advise you if this is likely to occur and discuss your further options with you.

### **13. 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. We may do this if the debt is to do with supplying gas or electricity (or both) or otherwise owing to us under 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.

### **14. Asking for a security 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 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. Additional 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 [powershop.co.uk/security-deposit](http://powershop.co.uk/security-deposit) or you can request a copy by calling 0800 009 3719 (generally free from most landlines and should be free from a mobile).

### **15. 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 property 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) except for the cost of simple repairs to the meter boxes which may be undertaken as part of the installation of a smart meter at your property

#### **16. Damage to the meter**

- a. You must take reasonable care to make sure that the meter is not interfered with or damaged. If you have a smart meter this includes the in-home energy usage monitor provided as part of the smart meter installation (SED), communications hub and any ancillary equipment.
- 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.

#### **17. 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.

#### **18. 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, to cut off or reconnect your supply.

#### **19. 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 at <https://www.ofgem.gov.uk/ofgem-publications/57316/smartmeteringinstallationcodeofpractice-pdf>

- 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 property.
- 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 you wish to continue on a prepayment pricing plan then we will, refer you to an npower group company who, if they are able to accept you as a customer, will supply you as a prepayment customer on their standard pricing. In that case you will no longer be a Powershop customer and will be supplied by that npower group company as a prepayment customer on their standard pricing. Your energy supply will be uninterrupted but your charges may be higher. We will discuss your options with you before this occurs. Once 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, you will be contacted to discuss your options.
- d. 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 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 in accordance with clause 11. We can also, without visiting your home, disconnect your supply (but only if the circumstances set out in clause 25 apply).
- e. 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 18 for details of the access required to your meter).
- f. 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 the Privacy Notice. 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.

## **20. Ending this agreement**

### **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 Powershop at least two working days' notice before you move home. You can do this by calling our call centre on 0800 009 3719 or online via your online account. For more information set our help section on our website. 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 will end on the date you move out of the property. If you fail to give the correct notice, your agreement will end either:
    - two working days after you tell Powershop 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 Powershop 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 Powershop your new address and we have to pay costs to trace you, we may add these costs to your final bill.

## **21. Your right to end this agreement**

- a. Your agreement with us will end if and when:
  - i. you change supplier and the new supplier starts to supply your home;
  - ii. we start to supply you under a new agreement;
  - iii. we lose our licence to supply gas or electricity (or both);
  - iv. we end this agreement as described below; or
  - v. 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'.

## **22. 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 property on the same day.
- ii. We will take all reasonable steps to send you your final bill within 2 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.
  - iv. You may have to pay an exit fee if it applies to the promotion you signed up to Powershop under.

### **23. 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, and you have refused our offer of letting you pay in instalments;
  - 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).

### **24. 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.

## **25. Cutting off your gas or electricity (or both)**

- a. We have the right to cut off your gas or electricity (or both, if we supply you with 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, and you have refused our offer of paying in instalments or transferring to a prepayment meter in accordance with(d) below.
  - ii. If you do not pay a security deposit we have asked you to pay, as set out in clause 14, 'Asking for a security 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)
  - iv. If there is an emergency, in accordance with clause 26.
- 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 Powershop supplies your gas and/or electricity, we do so under these terms and conditions but will have a separate arrangement with you for each supply. 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, Powershop will offer to have an npower group company fit a prepayment meter before we cut off your gas or electricity (or both). If necessary, to avoid having to cut you off they 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 an npower group company 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), they may do that instead. You will no longer be a Powershop customer at that point and must then pay for gas or electricity (or both) at that npower group company's prepayment rates until you change supplier, which may be more expensive than other ways of paying for your gas or electricity. They will 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. 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 25. Those costs may include the cost of visits to your home.

## **26. 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.
- d. 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 this clause. Those costs may include the cost of visits to your home.

## **More about this agreement**

### **27. Limits on 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 27 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.
- e. Our customer billing platform is licensed to us by Flux UK Limited. Except where Flux UK Limited is liable to you under the law, all liability it may have to you, whether under this agreement, in tort (including negligence) or otherwise, is excluded, as much as the law allows.

### **28. Complying with Acceptable Use Policy**

As part of our energy supply being an online proposition you are required to comply with our Acceptable Use Policy, which is set out in full at [powershop.co.uk/acceptable-use-policy](https://powershop.co.uk/acceptable-use-policy). It covers matters such as security, not taking harmful actions in respect of the customer billing platform such as not being offensive and derogatory, not damaging, reverse



engineering or attacking our customer portal. If you (or any other person accessing or using our customer billing platform via your account or your login and/or security details) are in any way non-compliant with the Acceptable Use Policy:

- a. You must immediately cease the non-compliance, and use your best efforts to remedy the effects of such non-compliance;
- b. Your access may be suspended or revoked;
- c. Your Powershop account may be terminated; and
- d. We may, and the licensor of our customer billing platform Powershop UK Limited may, take such other action as we or it considers appropriate in the circumstances.

## **29. Business use**

If you are a business customer and we have supplied you as a residential customer by mistake, these terms and conditions will not apply, Powershop cannot supply you and you may need to be rebilled at the correct rate of VAT and Climate Change Levy, plus any additional costs and taxes that should have been paid **by you** for the period of time you were a Powershop customer. However, npower will continue your supply under npower's 'deemed business terms' unless you sign up to an agreed set of business terms with npower or you change to a different supplier. (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 npower's other business terms.

## **30. 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'.

## **31. 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.

### **32. 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.

### **Service levels and complaints**

#### **33. 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 us:

**Call:** 0800 009 3719 (generally free from most landlines and should be free from a mobile).

**Online:** use the Contact Us form on our website or in the main menu of our mobile app

**Email:** [complaints@powershop.co.uk](mailto:complaints@powershop.co.uk)

**Write:** Powershop Complaints, Quayside Tower, 252-260 Broad Street, Birmingham B1 2HF, United Kingdom.

- 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 call centre staff will pass your concerns over to our Call Centre Manager 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 [powershop.co.uk/legal/know-your-rights](https://powershop.co.uk/legal/know-your-rights), 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.

### **34. 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):
  - i. in the previous 12 months; or
  - ii. 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. This information is also always available through your online account.

- 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:
  - i. Of 24 months prior to the date on which you access the data
  - ii. Starting from the date on which you became the customer at the property and ending on the date on which you access the data;
  - iii. Starting from the date on which we became the supplier at your property and ending on the date on which you access the data; or
  - iv. 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:

- your online account; or
- via a device provided, free of charge, by us to you (which may be via your smart meter in home display) for the purposes of meeting your request.

### **35. Using your personal information**

How we use your personal information is set out in full in the document entitled Privacy Notice a copy is available at <https://www.powershop.co.uk/legal/privacy-notice/>

### **36. 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 switching suppliers, final bills and credit balances and bill).

#### **The Guaranteed Standards relate to the following:**

- The accuracy of meters
- Making and keeping appointments
- Faulty prepayment meters
- Switching suppliers (including identification, investigation and resolution of erroneous switches)
- Final bills and refunding credit balances
- Compensation payments

#### The Overall standards relate to the following:

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

A copy of our standards is available on our website and they include 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 statements of service relating to providing you with the help that you may need. These statements are explained at our website at [powershop.co.uk/standards](https://www.powershop.co.uk/standards).

- **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 efficiently in your home**

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.

- **Extra support**

This explains the services available to customers, who qualify for the Priority Services Register, 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.

You can also find information about the “Code of practice for accurate bills” or “billing code” online at [Code of practice for accurate bills](#). 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 33 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, or our service from our website at [powershop.co.uk/standards](http://powershop.co.uk/standards) or by calling customer services on 0800 009 3719 (generally free from most landlines and should be free from a mobile).

## **Your supply**

### **37. 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.

### **38. 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.

### **39. Feed-In Tariff**

Powershop does not support the feed-in tariff requirements and export meters for customers who are on a feed in tariff service under the Government's feed in tariff scheme. Powershop can supply customers on a feed-in tariff for their import meter, but the export meter and feed-in tariff will need to be supplied by a Feed-in Tariff Licensee.

## **Part B – Electricity only**

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

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

- i. us, to supply electricity to your home; and
- ii. 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').

### **41. National terms of connection**

Powershop 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).

### **42. 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, Powershop will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Powershop 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 Powershop 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 Powershop 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.