

# Customer terms and conditions

## Privacy policy

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

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

### 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 terms depending on the promotion you signed up to or the terms of your pricing. If at any time (whether now or later) 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 energy to them. 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) and all the fuels you ask us to supply. 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.

- b** This agreement is based on the information you have given to us, either directly or through an agent. If:
  - i** 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
  - ii** your meter or metering arrangements or the smart data consent level you have selected (being monthly, daily or half hourly – see clause 18 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 and 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. 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.
- c.** 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.

## **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, our wholly owned subsidiary and agent. 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).

## **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:
  - 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.
- 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). To cancel, simply write to us, saying you want to cancel. Address this to: Cancellations, PS Energy, Units 103-105, Scott House, Custard Factory, Gibb Street, Birmingham B9 4AA, 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").
- b 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 40 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 [www.powershop.co.uk](http://www.powershop.co.uk) 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 [www.powershop.co.uk/moving](http://www.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 or change 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 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:
  - 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'll 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.

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

- a 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 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.
- b If, before you have used any Powerpacks, the supplier of part of the Powerpack –

for example a voucher- 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.

- c. 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.

## **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 <http://www.powershop.co.uk/help>. 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** Moving your meter, unless you are eligible to be on the Priority Services Register.
  - 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 on the Priority Services Register 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 subclause (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 <http://www.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.

## **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/securitydeposit](http://powershop.co.uk/securitydeposit) or you can request a copy by calling 0800 009 3719 (generally free from most landlines and should be free from a mobile).

## **15 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.

## **16 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 on or eligible to be on our Priority Services Register.

## **17 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.

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

- a** The entirety of this clause 18 will not apply to you until we offer smart metering to our customers and you agree to have a smart meter installed, and will only apply in respect of the property or properties that you ask us to supply from time to time where a smart meter is installed or you agree to have a smart meter installed.
- b** 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 <http://www.energy-uk.org.uk/policy/smart-meters/smart-metering-installation-code-of-practice.html>.
- c** 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.
- d** 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.
- 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 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).

- 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 17 for details of the access required to your meter).
- g** Once we have invited you to have a smart meter installed we will, from the date your meter is installed or the date we notify you we are able to utilise the functionality of a smart meter that a previous supplier fitted, or from the date we take over your supply and your smart meter functionality is already available to us (as appropriate), use the smart energy consumption data for the purposes set out in clauses 33 to 39. We will use the smart energy consumption data we obtain remotely for the following purposes depending on what level of consent you have agreed to.

How your smart energy data will be used	M	D	H
To produce bills based on actual reads reducing the need to estimate your bills and any debt or credit accrued.	✓	✓	
To provide information and feedback to you about your energy consumption and if you ask us, how you could manage your energy usage better and save money (this won't include using your smart energy data for marketing purposes such as when Powershop offers other services unless you've already agreed that we can). The greater the frequency of energy usage we can obtain the more tailored the feedback can be.	✓	✓	✓
To track trends in energy consumption and analyse your	✓	✓	✓



<p>energy data and compare it over time with other customers' usage so we can develop tailored products and services for you (this won't include using your smart energy data for marketing purposes unless you've already agreed that we can). The greater the frequency of energy usage we can obtain the more tailored the products and services we can offer to meet your specific needs.</p>			
<p>To calculate and display your energy usage and provide you with interactive tools to analyse your energy consumption through your online account and our mobile app. The greater the frequency of energy usage we can obtain the more tailored the products and services we can offer to meet your specific needs.</p>	✓	✓	✓
<p>To provide energy usage for industry purposes in line with industry regulations</p>	✓	✓	✓
<p>To identify and fix faults or issues with your meter more quickly. The greater the frequency of energy usage provided the easier it will be for us to identify issues with the meter at an earlier stage.</p>	✓	✓	

<p>To help us forecast demand for energy. The greater the frequency of energy usage we can obtain the more efficiently and accurately our financial forecasts will be, meaning we can offer our best prices to customers.</p>	✓	✓	✓
<p>To carry out internal reporting, modelling and analysis to understand our customers better. Provision of daily and/or half hourly energy usage will give us a more detailed view of our customers and how they use energy to help us understand our customer needs better, help improve the way we provide our services and the types of services we offer as well as enabling us to develop the right types of products for our customers.</p>	✓	✓	✓

## Monthly

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

## Daily

- i Unless you tell us you wish to opt out (refuse), not only will we collect your monthly energy data as set out above, we will also collect your smart energy data on a daily basis. If you would prefer us not to collect this level of energy data daily you can let us know at any time by calling us on 0800 009 3719 (generally free from most landlines and from a mobile).

## Half-hourly

- j If you permit us to, not only will we collect your monthly and daily energy data as set out above, but we will also collect your half hour energy data. The data will only be collected by us once a day (during a daily download of that data from your smart meter). Your half hourly energy data will only be used for the purposes we tell you about both in this agreement and when we seek your consent.

## Options

- k We will discuss the purposes for which your smart energy data may be used in greater detail with you when we are offering smart metering services and either you contact us, or we get in touch with you prior to your smart meter being installed, or when you transfer your energy supply over to us, so that we gain your explicit consent for us to use your half hourly data. Your half hourly smart energy data will not be obtained by us unless we get your consent to do so.
  
- l To discuss your options or change how often we use your energy data, please call 0800 009 3719 (generally free from most landlines and from a mobile ) . You can change your mind about the use of your data whenever you like – but we are allowed to take monthly energy usage for the purposes set out above so that we can service your account.
  
- m If you decide that you want to change the level of consent at which we are able to access your smart energy data that change will not take effect until the evening (at around midnight) on the day that you contacted us as that is the time when the system is set to update your smart meter/download the energy data.

## Additional Smart Consent Requirements

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

will be the level of consent that will apply to all the meters in your property.

- t** If you also have an export meter (such as if you are on a feed-in tariff) we cannot be the supplier to whom your energy is exported so you will need to be separately supplied for your export meter.

## **19 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

## **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. 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 Powershop UK Limited. Except where Powershop UK Limited is liable to you under the law, all liability it may have to you, whether under this agreement, 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 [www.powershop.co.uk/terms-and-conditions/acceptableuse](http://www.powershop.co.uk/terms-and-conditions/acceptableuse). 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.

### **33 Data protection (fair processing) notice**

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

**b** We may collect the following information about you and other members of your household (this is not intended to be an exhaustive list).

- Name, age/date of birth and sex
- Home address
- Phone number, mobile number and email address
- Bank account details
- Meter details
- Gas and electricity usage
- Records of our conversations and correspondence with you
- Ethnic origin and physical or mental health
- Details about benefit entitlements

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

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

- Your property's characteristics (for example its age, number of bedrooms) for energy efficiency advice
- Occupier details (for example the number of people living in the property) for things like assessing vulnerability and providing you appropriate services
- Other products and services that you hold.

#### **Information you provide about other people**

**d** If you provide information on behalf of anyone else then in doing so you are confirming that you have provided them with the information in this document and

that they have given you permission to use the data as set out in clauses 18 (if you have a smart meter) and 33 to 39. If you have provided any sensitive information about yourself or others (such as health related information, criminal convictions) you agree (and are confirming that the person who the information is about agreed) that we can use the information as set out in this notice.

### **34 How we store and use this information**

**a** We take appropriate steps to protect the personal information we collect from you and to make sure that your personal information is kept secure and only used in line with clause 21 (if you have a smart meter) and 33 to 39.

**b** We, npower Limited, Npower Gas Limited and PS Energy Limited (or others acting on our behalf) may collect, store and use the personal information listed above for the following purposes.

**i** To help us identify you so we know who we are talking to.

**ii** To supply you with the services you have asked us for which can for Powershop include loyalty and incentive programmes.

**iii** To set up and otherwise manage your account including loyalty and incentive programmes, including conducting credit checks or otherwise assessing your credit worthiness, collecting payments, recovering debts, analysing your account history, and improving our service to you which will include sending you:

- notifications via our mobile app regarding powerpacks so that you have every opportunity to save money;
- service messages such as meter read and payment reminders, changes to our opening hours by mobile app notifications, text and/or email;
- account notifications and communications such as price and other terms and conditions changes by mobile app notifications, text and/or email;
- emails relating to loyalty rewards, customer promotions and competitions run by Powershop, as well as other services offered (for example when Powershop offers gas),

unless you opt out of certain types of communications.

**iv** You can opt out of:

- notifications of powerpacks in our mobile app by logging in, going to the main menu

and selecting 'settings' then 'account settings' then 'notifications'. If you opt out of these notifications, this will mean you are likely pay more for your power, as you will not be receiving notice of opportunities to pick up specials;

- marketing emails such as loyalty rewards, customer promotions and competitions by not ticking the relevant consent box when you sign up, and by calling our call centre at any time;
- certain service communications by logging in and changing your settings under alerts, unticking the messages you no longer want to receive and pressing save changes.

You will not be able to opt out of receiving service messages relating to matters like payment and your monthly account review.

- v To measure your gas or electricity use (or both) and to work out your bills.
- vi To help prevent and detect debt, theft, fraud or loss of gas or electricity (or both).
- vii To assess health and safety, environmental and financial risks to you.
- viii To provide you with marketing information (including by phone, text message, email and e-marketing i.e. using the internet and digital media technologies (for example social media)) about products and services which we think may benefit you in your everyday lives (if you have not told us you do not want to receive such messages).
- ix To arrange for group companies to provide services to you where we do not offer them, and to meet legal or regulatory obligations - for example, if you need or want a prepayment meter, are on a green deal, need energy efficiency advice, or you are are not a domestic customer.
- x To train our staff and monitor our services. This will involve us recording our conversations with you or keeping copies of our correspondence with you to make sure we are providing you with a good service and are meeting our legal and regulatory obligations.
- xi For general business purposes, including for general npower group purposes, such as paying our affiliate referral partners such as broker websites like uswitch, carrying out internal reporting, profiling, modelling and analysis, market research, producing statistics, diagnosing problems, testing systems to help improve the way



we provide our services and the products and to maximise the effectiveness of npower group customer campaigns including to avoid cross-selling of energy by other npower group companies.

- xii If you no longer have an account with us we may still keep your information but only in so far as is necessary for business, legal, tax and regulatory purposes.

### **35 How we share this information**

**a** We may give your personal information to others in connection with the purposes set out above, including to the following.

**i** Agents acting on our behalf to provide the services you have asked for or to carry out profiling, modelling and analysis, market research, statistical analysis and the testing of our systems to help improve the way we provide our services and the products that we are able to make available to you.

**ii** Other members of the npower group of companies.

**iii** Relevant industry organisations and agencies, based on agreed industry processes.

**iv** Credit-reference and fraud-prevention agencies (see 'How we may share your personal information with credit-reference agencies and how they may record and use your personal information' below for more details).

**v** Relevant law enforcement agencies or government agencies where we have been asked to provide the information for legal or regulatory reasons for example by a lawyer or Ofgem (if we receive a legitimate request for the information).

**vi** If you do not pay a debt, we may ask a debt recovery agent to pursue that debt on our behalf or we may transfer your debt to another organisation and give them details about you and that debt or we may use a credit reference agency or fraud prevention agency to trace you if you have not provided your contact details or a forwarding address so that we can recover your debt or we may pass your details on as part of current or future legal action.

**b** If an organisation takes over all (or nearly all) of our business or assets, we may pass your personal information to them.

**c** If you have a smart meter installed at your property, we will not collect half-hourly details of your energy usage unless you have given us your consent to do so. If you have a display unit with your smart meter, we may send messages (for example, general energy-efficiency messages) direct to it, unless you let us know at any time

that you do not want to receive such information. For more details of how we may use your smart meter energy consumption data see clause 18.

**d** In connection with the purposes set out above, we or our agents may transfer personal information that we collect from you to:

- other organisations or people; or
- members of the npower group of companies;

based in countries outside the European Economic Area (EEA). These countries may not have the same data protection standards as we do in the UK. If that happens we will ensure your information is collected, stored and used in line with clauses 18 (if you have a smart meter) and 33 to 39, the legal protection provided by our agreements and any relevant laws.

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

### **36 What happens if we think you need extra care**

**i** If you elect to go on our priority services register or PSR (which is a service open to certain customers who due to their health, age etc. may require additional assistance), we may use your information and pass it on to relevant industry bodies like electricity distributors, gas transporters, other energy suppliers, any sub-contractors like metering companies that provide field services for us and other trusted charities such as the British Red Cross (as applicable), to enable:

- us to consider what additional help and support we can provide you,
- the electricity distributor and gas transporters, so they can tailor their services to help you,
- trusted charities who may assist during incident situations to support us in safeguarding you;
- us to commission our contractors like metering companies to provide extra help and services to you;
- other energy suppliers if you decide to change supplier so that they are aware you

may need additional help and support

Your details supplied as part of the PSR will never be used for marketing. You need to let us know if anything changes so we can ensure we provide the most appropriate support for you. If you no longer want to be part of the PSR just let us know. However, if you do this, we may not be able to provide services that are tailored to you or meet your needs. More information is available at [powershop.co.uk/PSR](http://powershop.co.uk/PSR).

- ii Whether or not you are registered on the Priority Services Register referred to above if we believe that you need extra care or help or you are in danger of being cut off we may record that in our information about you and may share it where relevant with the organisations described above as well as with social services, medical and healthcare professionals or other similar support agencies if we think they may be able to assist you and ensure you stay on supply. You or a member of your household may need this extra help as a result of your (or their) health, age, disability or financial circumstances or it could be because you are vulnerable for another reason (we assess and record who may require extra help as a result of their circumstances).

### **37 Theft and Fraud Prevention**

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

where you are supplied by a different supplier.

- c** We may use any information we have collected as well as any theft leads received from third parties including the TRAS Fraud Prevention Agency to (where relevant and appropriate) detect, investigate, pursue (including prosecute) and prevent (in so far as possible) theft and fraud.
- d** If we suspect or confirm that you have committed energy theft a record of this will be kept by us and the TRAS Fraud Prevention Agency and this may include recording sensitive personal information such as alleged criminal offences you have been accused of. We may use this information to assist us in making decisions about your payment arrangements and the products and services we offer you in the future.

### **38 How we may share your personal information with credit-reference agencies and how they may record and use your personal information**

- a** We will search the files of credit-reference agencies, and gather information from fraud-prevention agencies and use information we already hold about you for internal credit risk and debt management purposes and to help us assess your ability to pay our bills and to make decisions about the payment arrangements that are most suitable for you and the products and services that we can offer you. We may also use the information to verify your identity and to assist in the prevention of crime. Set out below is a brief guide to how we and the credit reference agencies and fraud prevention agencies will use your information.
- b** We will check your details with one or more credit reference agencies. We may also use information that we already hold about you in relation to your account.
- c** You must ensure that if you are providing information about other people that they agree to us having their information for the purposes you are providing it. If you give us false or inaccurate information and/or we suspect or identify fraud or theft of energy we will record this and may also pass this information to fraud prevention agencies and other organisations (such as the police) involved in crime and fraud prevention who may also use this information.
- d** When credit reference agencies receive a search from us, for example, when you apply to take supply from us or when you move home, they will place a search footprint on your credit file that may be seen by other organisations,
- e** We may share information on your accounts that we hold or open for you and how

you manage it/them to credit reference agencies and where relevant with fraud prevention agencies. We may access and use information from such agencies to check any applications you make for credit, to check your identity, to recover debt. If you owe us money and when requested, do not repay in full and on time, credit reference agencies will record the outstanding debt. If we consider that your account is in default (i.e. you have not paid us and are in breach of your agreement with us) we will notify you and if you do not pay us we will report the unpaid debt to credit reference agencies who will record that default on your credit file. If you set up an instalment plan or some form of payment arrangement with us then a payment arrangement flag may be recorded on your file. We may record such a flag irrespective of whether or not you are a current customer with us or a previous customer whose account was closed with an outstanding debt that remains to be paid by you.

- f** The information we share may be supplied to other organisations (such as banks, other utility companies, companies who offer you credit to purchase goods and services) by credit reference agencies and fraud prevention agencies to perform similar checks to those set out in d) above and to trace your whereabouts if you have moved without providing a forwarding address so that they (and we) can recover debts that you owe. The credit reference agencies keep records for 6 years after your account has been closed, you have paid the debt or action has been taken against you to recover the debt.
- g** We and other organisations may access and use, from other countries, information recorded by fraud prevention agencies.
- h** Your data may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 1998.
- i** If you would like more information, you can find a full version of how your data will be used and shared with credit reference and fraud prevention agencies at [help.powershop.co.uk/creditchecking](http://help.powershop.co.uk/creditchecking) or you can call us on 0800 009 3719 (generally free from most landlines and should be free from a mobile) and we will email you further details.
- j** If you would like to see what information a credit reference agency or fraud prevention agency holds about you, you can contact those currently operating in the UK. The information they hold may not be the same so it is worth contacting them all. They will charge a small statutory fee.

- **CallCredit**, Consumer Services Team, PO Box 491, Leeds, LS3 1WZ or call 0330 0247574 or log onto [www.callcredit.co.uk](http://www.callcredit.co.uk).
- **Equifax PLC**, Credit File Advice Centre, PO Box 3001, Bradford, BD1 5US or call 0800 014 2955 or 0333 321 4043 or log on to <http://www.equifax.co.uk/>.
- **Experian**, Consumer Help Service, PO Box 8000, Nottingham NG80 7WF or call 0344 481 0800 or 0800 013 88 88 or log on to <http://www.experian.co.uk/>.

### 39 Your rights

- a You have the following rights relating to your personal information.
  - i To see the personal information that we hold about you at any time. If you write to, email or phone us and ask to see this information, it is known as a 'subject access request'. There is no fee for this request unless we consider it is a frivolous or vexatious
  - ii To ask us to update and correct any out-of-date or incorrect personal information that we hold about you. You can do this free of charge.
  - iii To opt out of any marketing communications that we (or any company or person we have given your personal information to with your permission) may send you.
- b You may exercise any of the rights set out above by calling us on 0800 073 3000 (generally free from most landlines and should be free from a mobile) or you can contact us through our website at [powershop.co.uk](http://powershop.co.uk) through the 'contact us' details or write to:

Powershop –Unit 114, Scott House, the Custard Factory, Gibb Street, Birmingham B9 4AA.

### Service levels and complaints

#### 40 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, Units 103- 105, Custard Factory, Gibb Street, Birmingham B9 4AA.

- 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/knowyourrights](http://Powershop.co.uk/knowyourrights), which has been produced by Consumer Futures in partnership with Citizens Advice and Citizens Advice Scotland. It provides information about where you can get independent information and advice about: your energy supply; how to get a better deal; reducing your energy bills; how to make a complaint; or help if you are struggling to pay your bills. To find out more and to get up to date information visit: <https://www.citizensadvice.org.uk/consumer/energy-supply/complain-about-an-energy-company/complain-to-your-energy-supplier/> or call the Consumer Advice helpline on 03454 04 05 06 or for Welsh speakers 03454 04 05 05.

### **Ombudsman Services: Energy**

- e** If you have followed the steps in our complaints process in full and your complaint still hasn't been settled or resolved within eight weeks, or if we have sent you our



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

#### **41 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** starting from the date on which you became the customer at the property and ending on the date on which you access the data;
  - ii** 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
  - iii** 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.

## **42 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).

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

- The accuracy of meters
- Making and keeping appointments
- Faulty prepayment meters
- Reconnection after disconnection for non-payment
- Compensation payments

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 (if we supply you with gas) 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 (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](http://powershop.co.uk/standards).

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 40 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

### **43 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.

### **44 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.

### **45 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**

### **46 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').

### **47 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).

### **48 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.

## **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 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**

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 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.

### **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 clause 37 for more details).

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

Npower Limited, which is the company that supplies electricity or gas (or both) to your home – see ‘Who supplies your gas or electricity (or both)’ or PS Energy UK Limited (our agent) as the context dictates

### **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).