

Conditions for supplying energy to small and medium enterprises (June 2017)

1 Introduction

- 1.1 These conditions apply if we supply your business with energy and:
- you have entered into a verbal or written contract with us (for a metered or unmetered supply);
 - we continue to supply you after your contract with us has ended; or
 - you are a deemed customer.
- 1.2 The glossary at the end of these conditions explains the meanings we have given to specific words or phrases. Where the word 'including' is used in these conditions, this is followed by a list of examples, and is not a full list.
- 1.3 Headings are only to help you find information in these conditions. They do not affect the meaning of the conditions.
- 1.4 Wherever we refer to any industry agreement, legislation, licence or regulation, we are referring to the version (as may be changed or updated from time to time) in force on the agreement date we confirm to you.
- 1.5 Any reference to a person includes partnerships, companies and organisations.
- 1.6 You agree and understand that your contract with us is legally binding (whether you entered into it or a representative or agent acting on your behalf entered into it) and so you must carry out your responsibilities under it. If you do not, we may take legal action against you.

You and we agree to the following.

2 Before we start to supply energy to you

Your responsibilities

- 2.1 We will only supply energy to you under your contract with us if you:
- 2.1.1 make sure your site is connected;
 - 2.1.2 use the energy totally or mainly for business purposes (this includes landlords, management agents or housing associations buying energy for sites where all or some of the energy is used for domestic purposes);
 - 2.1.3 confirm you are a microbusiness;
 - 2.1.4 provide security cover and a filled-in direct debit form (if we have asked you to);
 - 2.1.5 provide a best estimate of how much energy you are likely to use for each site each year;
 - 2.1.6 provide a meter reading;
 - 2.1.7 carry out your responsibilities under the contract;
 - 2.1.8 pay any money you owe us;
 - 2.1.9 have a type of meter that is compatible with our systems; and
 - 2.1.10 are currently trading.

Large gas supplies

- 2.2 If you need a large gas supply (more than 732,000 kWh) at your site, you must give us:
- the names or job titles of three to five emergency contacts who have the authority to keep to any instruction we give if there is a gas deficit emergency; and
 - between one and four phone numbers for each emergency contact so that we can contact at least one of them 24 hours a day.
- You must make sure these details are kept up to date.
- 2.3 If your site uses (or is expected to use) more than 1,464,000 kWh

of gas each year, we need emergency contact details for you. You must give us a fax number that can receive faxes 24 hours a day and an email address that can receive emails 24 hours a day.

- 2.4 If at any time you do not carry out any of your responsibilities under conditions 2.1, 2.2 and 2.3, we may stop providing energy and we may de-energise your site.

- 2.5 You must not enter into a new contract, or try to renew or extend any existing contract, with any other energy supplier to supply energy to a site for any part of the contract period.

Our responsibilities

- 2.6 We will only have to supply energy to you under your contract with us if we:
- 2.6.1 confirm that we accept your spoken or written offer to buy energy;
 - 2.6.2 are allowed to supply you with energy under the terms of our supply licence;
 - 2.6.3 can confirm the address of each site, metering point, MPAN or MPRN (or both);
 - 2.6.4 have any permission we need from other organisations;
 - 2.6.5 have received credit reports about you which we are satisfied with;
 - 2.6.6 have received security cover and a direct debit form from you (if we have asked you for these);
 - 2.6.7 can support the meter set up at your site through our existing billing systems;
 - 2.6.8 are satisfied that you have met your responsibilities under conditions 2.1, 2.2 and 2.3; and
 - 2.6.9 are registered as your supplier to each metering point.

3 Registering as your supplier

- 3.1 You must do all you reasonably can to help us to become registered as your supplier, including contacting your current supplier to arrange for them to lift any objection they have to you switching (if we ask you to do this).
- 3.2 You agree to your old supplier giving us the details we need for the switch.
- 3.3 As long as condition 2.6 is met, and the circumstances described in conditions 3.4 or 3.5 do not apply, we will become registered as your supplier by the transfer date, which will be within 21 days of the day after the agreement date.
- 3.4 We will become registered as your supplier by the transfer date unless:
- after taking all reasonable steps to get any missing information from you, you have not provided that information and we cannot easily get it from anyone else;
 - you ask that the switch takes place over a period of time that is longer than 21 days (for example, if we have agreed a future start date with you);
 - your distributor is an exemption holder (that is, does not have to hold a distribution licence) and you or your distributor need a physical connection which has not yet been made, or you need to enter into a metering arrangement which is not yet in place;
 - this is not possible due to reasons outside our control and we have taken all reasonable steps to solve this; or
 - your existing supplier objects to us becoming your registered supplier for a reason allowed under its supply licence (or, in the case of a supplier who does not have to hold a supply licence, because it has a legal right to do so).



3.5 If we cannot register as your supplier for any of the reasons set out in condition 3.4, we will try to become registered as soon as reasonably possible, which will be within 21 days of the date that the last of those reasons stopped applying.

3.6 We will not charge you our costs of applying for registration.

If we cannot register as your supplier

3.7 You agree to pay us a cancellation fee if we have done all we reasonably can to become registered as your supplier, but we cannot do so by the proposed supply start date:

- for the reason set out in condition 2.5; or
- because you (or your representative or agent) told us the wrong date when you can start receiving a supply from us, and we treated this as the proposed supply start date.

3.8 We will not be liable to you for any loss which you suffer as a result of any delay or failure in us registering as your supplier unless we alone are responsible for the failure or delay, conditions 2.6.1 to 2.6.8 are met, and conditions 3.4 and 3.5 do not apply. If we are liable, the most we will pay to cover your costs and losses is:

- the difference between the charges you have to pay as a result of us not registering as your supplier by the supply start date and the charges you would have paid to us under your contract with us if we had registered as your supplier by the supply start date; or
- £1,000;

whichever is lower.

3.9 You must provide proof of the charges you have paid to your existing supplier before we will consider your claim for losses.

4 When the contract begins and how it can be renewed **Your contract term**

4.1 Your contract with us will start on the agreement date and will continue for at least the fixed period you have agreed to receive energy from us for. We will write to you to confirm both the agreement date and the contract period (the period you ask us to supply energy for). If you have agreed a fixed contract with us we will send you a statement of renewal terms 60 days before the fixed period ends. The statement of renewal terms will explain how you can end the contract and set out what contract options and prices are available to you. We may ask you to call us to discuss the prices.

5 While we are supplying you

5.1 You must pay for all energy we supply at a site, as set out in condition 6. Any bill or invoice we send you is considered to be a demand for payment.

5.2 You must do all you reasonably can to gain and maintain a connection throughout your contract with us.

5.3 If you start to use more gas and this means you become a customer with a large gas supply, you must keep to conditions 2.2 and 2.3.

5.4 You agree that we can switch your supply between any of our linked companies during your contract with us. If you, your representative or agent or anyone else (including your distributor) gives us incorrect information about the meter, how much energy you are expected to use in a year, or your profile class or capacity charges, we will not have any liability to you for that information, or for any costs or losses resulting from that information being incorrect.

5.5 We will carry out our responsibilities under your contract with us with reasonable skill and care.

5.6 If you agree to manage your energy account in a certain way (such as using online account management or paperless billing) but you do not manage it as agreed, we may alter your charges.

Joint liability for paying bills

5.7 If you are an organisation (including a partnership or joint venture) that is run by more than one person, each person will be responsible, both together and individually, for keeping to your contract with us.

5.8 If we supply your linked companies with energy under your contract with us, you will be liable for everything your linked companies do or do not do. You must make sure your linked companies know about these conditions.

5.9 If we agree with you to send bills direct to your linked companies for each site we supply under your contract with us, we will only do this if you:

- keep to condition 5.8;
- make sure your linked companies pay us in full and on time in line with the conditions of your contract with us;
- agree to pay any bill immediately when we ask you to if your linked companies do not pay or are late paying; and
- understand that if your linked companies do not pay a bill or

do not pay on time, you will have broken the conditions of your contract with us and we will be entitled to end that contract or start action to de-energise all sites we supply under it.

Appointing agents or representatives

5.10 If you want to appoint an independent representative or agent to act on your behalf regarding any matters relating to your contract with us, you must send us a letter (known as a letter of authority) to the address shown in condition 24. The letter must be written in English and be easy to understand, and must include the following:

- Your registered business name, registered business address and company number or your business name and address if you are a sole trader or partnership.
- Your handwritten signature (which could be a scanned copy of your signature sent electronically or a signature created using an electronic signature platform, if we agree to accept these).
- Confirmation of whether the letter of authority is for gas or electricity (or both).
- The name of the representative or agent you are appointing and their contact details.
- Details of what matters the representative or agent can deal with on your behalf.
- The length of time the letter of authority will be valid for.

The letter must be dated within the last 12 months and must not be older than any other letter of authority we have from you. We cannot deal with your representative or agent until we receive your letter of authority.

5.11 If the letter of authority you provide does not meet all of the conditions set out above, or if we are concerned that it may not be genuine, we will contact you. We may refuse to deal with your agent or representative until you have confirmed that the letter is genuine.

5.12 We will accept letters of authority from other suppliers if the only purpose is to deal with our objections to you switching your supply at the end of your contract with us.

5.13 If, at any time, we have any concerns about the way your representative or agent is managing your account, we will contact you.

5.14 You can only have one letter of authority on your account at any one time. If we receive more than one letter of authority, we will always deal with the most recent one.

5.15 It is your responsibility to make sure you fully understand the legal contract under which your agent or representative is providing services to you (including any fees or commission you must pay them) and the rights they have.

5.16 You will be liable to us for everything your agent or representative does or does not do (including if they fail to make a payment by the due date).

5.17 Any notice your representative or agent gives to end your contract with us must be in writing.

6 Charges

6.1 The charges we agree with you are based on the assumption that we will become registered as your supplier by the proposed supply start date. You also agree that if we cannot register as your supplier by the supply start date, and this is caused by something you have or have not done (including a delay caused by any reason set out in condition 3.4), you will cover any costs and losses we have as a result of the delay. If this happens, we will decide whether to send you a separate bill (which you must pay immediately) or adjust the charges you must pay during the contract period.

6.2 You confirm that the information you or your representative or agent gave us when we provided our quotation for supplying you with energy was correct, and that there is no important information which we have not been given. You accept that we relied on that information when we agreed to provide you with energy under your contract with us. If the information is not correct (including information about the meter, how much energy you estimate you will use in a year, your profile class or capacity charges), we may alter our charges to take account of this.

6.3 If:

- you give us inaccurate information about the meter, profile class or how much energy you estimate you will use in a year;
 - we assess that your meter is not appropriate for the amount of energy you use and it needs to be changed; or
 - there is a significant change in the amount of energy you use;
- we may send you new prices to take account of this. You will then have 60 days to give us notice to end your contract with us. If you do not end the contract within the 60-day period, you will be considered to have accepted the new prices. No other conditions of your contract with us will change.

6.4 If your contract with us does not have a fixed period or fixed price,

- we will give you at least 30 days' notice in writing of any changes to your charges.
- 6.5 Unless we tell you otherwise, the prices we give you do not include VAT, the climate change levy, green deal charges or any other tax, charge, fee, levy or duty that applies. If any of these apply, we will add them to your bill and they will form part of the charges you must pay.
- 6.6 We will send you a bill (estimated or actual) for the charges due under your contract with us either monthly or quarterly (every three months). We will decide which. Unless we have agreed otherwise with you, you must pay each bill within 14 days of the date of that bill (the 'due date').
- 6.7 You must pay all bills in full, and in pounds sterling (£), by the payment method agreed with us.
- 6.8 You will have to pay an extra charge on each bill if you do not pay by direct debit.
- 6.9 If you do not pay any amounts due under your contract with us by the due date, we may add a charge to cover our administration costs.
- 6.10 If you or we do not pay any amounts due under your contract with us by the due date, either you or we (as appropriate) can charge the other interest on those amounts from the date they became overdue. Interest will build up each day, at 6% above the Bank of England's base lending rate at the time, until either you or we pay the other the amounts that are due. We will not pay you interest on any deposit you provide as security cover.
- 6.11 Any money you owe to us or our linked companies for energy supplied during any period before the supply start date of your contract with us will be treated as owing to us under the contract.
- Renewable energy**
- 6.12 We may buy Good Quality CHP or electricity from renewable sources. Under the Finance Act 2000, the climate change levy does not apply to Good Quality CHP or electricity from renewable sources.
- 6.13 If we decide to buy Good Quality CHP or electricity from renewable sources, we will not charge you the climate change levy on the relevant part of your supply, but you will have to pay a renewable charge. We will write to you to confirm the percentage of electricity we will buy in this way and tell you the renewable charge that applies. The charge will be the same as the climate change levy charge you would have paid if we had not bought electricity from these sources.
- 6.14 If we buy electricity from an exempt Good Quality CHP source, for the purposes of the Finance Act 2000 Schedule 6 paragraph 20A(3) we will have made the following declaration.
"In each averaging period (as defined in the Finance Act 2000) the amount of electricity supplied by exempt Good Quality CHP supplies (as defined in the Finance Act 2000) made by the supplier in the relevant averaging period will not exceed the difference between (a) the total amount of Good Quality CHP electricity that during that averaging period is either acquired or generated by the supplier; and (b) so much of that total amount as is allocated by the supplier otherwise than to exempt Good Quality CHP supplies made by him in that averaging period."
- 6.15 If we buy electricity from exempt renewable sources, for the purposes of the Finance Act 2000 Schedule 6 paragraph 19(2) we will have made the following declaration.
"In each averaging period (as defined in the Finance Act 2000) the amount of electricity supplied by exempt renewable supplies (as defined in the Finance Act 2000) made by the supplier in the relevant averaging period will not exceed the difference between (a) the total amount of renewable sources electricity that during that averaging period is either acquired or generated by the supplier; and (b) so much of that total amount as is allocated by the supplier otherwise than to exempt renewable supplies made by him in that averaging period."
- 6.16 If a distributor or other organisation gives us a payment relating to a loss you have suffered, we will pay you that amount as soon as reasonably possible.
- 6.17 If you ask us for copies of any bill or statements of charges, or we have to chase you for payment, we may add an extra charge to your bill to cover our administration costs.
- 6.18 If you dispute any amount on a bill or statement of charges, you must tell us immediately. You must pay at least 75% of the full amount on the bill or statement of charges until the dispute is settled.
- 6.19 If the amount you must pay for each unit of electricity varies depending on the time of day, your electricity distributor will give us the times we need to work out our charges.
- 6.20 We may charge you a meter asset charge, on top of your other charges, at any time during your contract with us. We will give you 30 days' notice before we make this charge.
- 6.21 If you have any related meters, you will be responsible for any usage recorded by the related meters.
- 6.22 You will be responsible for paying for the energy used at your sites unless a tenant or occupier has taken over responsibility for the supply and you have told us this as set out in condition 12.
- 6.23 We may use any money we owe you to reduce any amount you owe us under your contract with us or any other agreement between us.
- 6.24 We may change the charges, or introduce a new charge, at any time. You will have to pay that changed or new charge if any of the following applies.
- There are any changes to relevant laws, or any new tax, charge, levy, fee or duty related to the supply is introduced, and this affects our costs of providing the supply to you (for example, if any change in the law affects the costs of supplying energy for the energy industry).
 - There is any legal or regulatory change (including any change to an industry agreement) which puts a new obligation on us, or increases an existing obligation (for example, an obligation to increase how much electricity we buy from renewable sources, or a new tax, fee, levy or duty which all energy suppliers must pay is introduced).
 - Any industry charges, costs, expenses or obligations are introduced, changed or replaced, and suppliers throughout the industry will have to pay the charge, cost or expense. This applies whether or not the charge, cost, expense or obligation could reasonably have been expected.
 - There are any changes in our obligations to other organisations, or the costs or charges we owe to other organisations, in connection with the supply, or if other organisations introduce new charges (for example, if there is a change in distributor costs or the method your distributor uses to set the charges for using their network).
 - We find out about a mistake in the charges we have quoted to you, or we are given any inaccurate information about the meter, how much energy you estimate you will use in a year, or your profile class.
- 7 Estimated bills**
- 7.1 We may sometimes send you estimated bills for charges due under your contract with us, and we may base the estimates on:
- your past meter readings;
 - standard industry estimates;
 - information or meter readings that other organisations, such as the meter operator or meter aggregator, take;
 - meter readings you have given us; or
 - meter readings we get from your meter without visiting your site.
- If an estimated bill we send you is not accurate, we will try to make any appropriate adjustments in the first bill we send you after we have taken an actual reading or we have correct figures for the amount of energy you have used.
- 8 Paying by direct debit**
- 8.1 If you choose to pay by direct debit, you must make sure there is enough money in your account to cover the payment. If you cancel your direct debit arrangement with us before the contract comes to an end, you will have broken the conditions of your contract with us.
- 8.2 If you choose to pay by direct debit but fail to pay by this method by the due date, we will add a charge to your bill (as well as using any other rights we have under your contract with us to claim the money you owe), and you must pay the amount you owe straight away.
- 8.3 If you choose to pay by direct debit but we cannot set your direct debit up because the information you have given us is incorrect, we may change your payment method and you will have to pay an extra charge.
- 8.4 If you pay by fixed direct debit and you end your contract with us as set out in condition 10, we will:
- adjust your direct debit to an amount which takes account of any amount you owe us, including all charges we reasonably estimate you owe up to and including the date the contract is due to end; and
 - review your account once you have switched to your new supplier and take any money you owe us from any cash we hold as security cover, or send you a separate closing bill which you must pay within 14 days of the bill date.
- 9 Security cover and changes to your payment arrangements**
- 9.1 We may ask you to provide security cover. If we do, we will explain the procedure when we contact you. We may ask you for security cover at the start of the contract or later if we have any concerns about your ability to pay (including if there is a change to your financial circumstances as described in condition 9.3).
- 9.2 You must provide security cover in the form we ask for. If you

	provide a deposit, we will return this to you if you switch to a new supplier and write to us to ask us for the security cover. We will take any amounts you owe us off the deposit before we return it.		
9.3	If, in our reasonable opinion, your financial circumstances have significantly worsened (including if you start to miss payments or your credit rating score reduces), we may ask you to provide, increase or replace any security cover. If you do not do this within 10 days, you will have broken the conditions of your contract with us and condition 10.8 will apply.		
9.4	As well as asking you to provide or increase the security cover under condition 9.3, or instead of asking for security cover, we may do the following: <ul style="list-style-type: none"> • Ask you to pay each bill in advance (for the coming billing period). • Send you a bill every month instead of every quarter, and say you must pay within 14 days from the date of each bill. • Ask you to pay all future bills by direct debit, if you do not already pay in this way. We may ask you to pay quarterly or monthly, and the amount you must pay may be fixed or may vary, depending on the circumstances. • If you already pay by direct debit, ask you to pay every month instead of every quarter and either change your fixed direct debit to a variable direct debit or increase the amount of your fixed direct debit to make sure you pay back any money you owe us within a reasonable period of time. • Replace your traditional meter with a smart meter. We will write to you to confirm any changes we make under this condition 9.4, and those changes will come into effect immediately. If you fail to keep to any new payment arrangements, you will have broken the conditions of your contract with us.	10.9	We may, at any time, immediately end your contract with us by giving you written notice, including if you have: <ul style="list-style-type: none"> • broken the conditions of the contract (including by breaking condition 2.1); and • failed to put the matter right (if it can be put right) to our reasonable satisfaction within 14 days of being asked to do so.
		10.10	After your contract with us ends, you must pay us for: <ul style="list-style-type: none"> • any energy you used before the contract ended and we have not yet charged you for, based on our agreed contract prices; and • energy you use after the contract ends, based on our out-of-contract default prices. We will tell you these prices.
		10.11	All other conditions of your contract with us will apply until your site is registered to another supplier. Even after your site is registered with another supplier, we will continue to be entitled to claim any amounts you owe us for energy you used, or losses or costs that arose, while your contract with us was in force.
		10.12	If you or we decide to end your contract with us by giving the correct notice, but your new supplier does not start to supply energy to you after the date the contract ends (or you have not entered into a new contract with us by this date), we will continue to supply you under these conditions. However, our out-of-contract default prices will apply and you will not be a deemed customer. We will charge you our out-of-contract default prices until another supplier becomes your registered supplier or you enter into another contract with us to supply energy to your site. Our out-of-contract default prices may change and we will tell you if they do.
9.5	If you pay us a deposit as security cover, you cannot offset all or part of that deposit against any money that you owe us (that is, you cannot refuse to pay any amount you owe us on account of you having paid a deposit).	10.13	Once you have switched to a new supplier, we may review your account and take any money you owe us from any deposit you paid as security cover, or send you a separate bill or bills which you must pay within 14 days of the bill date, even if we have previously sent you a final bill.
9.6	We can use all or part of any deposit you pay to offset overdue payments (that is, we can take any overdue payments from your deposit). If we do this, we will be entitled to ask for further security cover.	10.14	If, after you have switched to another supplier, we discover that any of the bills we sent you were inaccurate, we will send you a new bill which you must pay by the due date on the bill. This condition will continue to apply after your contract with us ends and after we have sent you a final bill.
9.7	If there is no deposit left after we have taken any overdue amounts from it, and you do not replace the deposit, we may end your contract with us.	10.15	If you have money left on your account after we have billed you for all the amounts that became due while we supplied you, you must give us the information we need to refund that money to you (for example, a forwarding address). We can only refund the money to you. You cannot ask us to pay it to any other person.
10	Ending the contract	11	Moving to a new supplier
10.1	Other than as described in conditions 4, 10 or 19, you may not end your contract with us (or, if we supply several sites with energy under that contract, end the contract for any individual site) before the end of the fixed contract period or the 30-day notice period needed to end the contract.	11.1	Once we are registered as your supplier, we may prevent you from trying to take energy from another supplier at any site covered by your contract with us if: <ul style="list-style-type: none"> • changing (or trying to change) supplier would break any of the conditions of the contract; • you have not paid all the charges due under the contract, even if it has ended; • the new supplier agrees with us that the application for switching was made by mistake; or • in the case of electricity only, the switch does not include switching all supplies to all related meters that need to be switched at the same time.
10.2	Except where condition 10.1 applies, if you want to end the contract, you can do so once we have become your registered supplier by giving us 30 days' notice as set out in condition 10.6.	11.2	If you want to switch to a new supplier and we have no reason to object under condition 11.1, we will take reasonable steps to help you with the switch.
10.3	We will write to you to confirm the date the contract will end.	11.3	We will not be liable to you for any loss you suffer as a result of any delay in switching your supply unless we alone are responsible for the delay and conditions 3.4 and 3.5 do not apply. If we are liable, the most we will pay is: <ul style="list-style-type: none"> • the difference between the charges you have to pay as a result of us not registering as your supplier by the supply start date and the charges you would have paid to us under your contract with us if we had registered as your supplier by the supply start date; or • £1,000; whichever is lower.
10.4	Your contract with us will continue during the 30-day notice period, and these conditions will continue to apply after the 30-day notice period ends until you move to a new supplier.		
10.5	Once we have accepted your notice to end the contract and confirmed the date your contract with us will end, we will send you a bill for all the charges you owe us. You must pay this bill before you can move to another supplier. If you don't, we may object to the switch.		
10.6	You can give us your notice by sending an email to business.terminations@npower.com , calling us on 0800 975 7983, or writing to: <p>Business Terminations Team npower 2 Princes Way Solihull B91 3ES</p> You must give us your account number and MPAN or MPRN (or both) in your notice.		
10.7	Your contract with us will automatically end if: <ul style="list-style-type: none"> • we no longer hold or have permission under a licence to supply gas or electricity, including if the Gas and Electricity Markets Authority instructs another supplier to take over the supply to sites under the contract; or • we no longer have in place any industry agreement that is necessary to allow us to supply energy to you or any of your sites. 		
10.8	You or we may end your contract with us by giving the other one written notice, which will apply immediately, if: <ul style="list-style-type: none"> • they stop carrying on business or become unable to pay their debts (within the meaning of section 123 of the Insolvency Act 		

11.4 You must provide proof of the charges you have paid to your new supplier before we will consider your claim for losses.

12 Moving from your site

12.1 If you intend to stop trading at any site, or plan to leave a site permanently, you must give us 30 days' notice as set out in condition 12.2.

12.2 We can only accept your notice if you tell us:

- the date you plan to stop trading at your site or the date you will move out;
- your new address and contact details; and
- the name and contact details of the new owner or occupier (or, if your site will be empty, the landlord's contact details);

and we have confirmed this information and you have provided any proof we have reasonably asked for to confirm that you are leaving your site and a new tenant is taking over, or that the landlord will become responsible.

12.3 You should take meter readings on the date you leave the site and give them to us so we can give you a more accurate bill.

12.4 You must tell us if you want us to de-energise your site (for which you will need to pay a charge).

12.5 To avoid doubt, you will continue to be responsible for paying all charges that relate to your site until your contract with us ends or we confirm that the landlord or new owner or occupier has taken over responsibility for the supply, or we de-energise your site.

12.6 We will have no liability to you for any delay in moving to a new supplier while we confirm the information you must give us under condition 12.2.

13 De-energising a site

13.1 We may de-energise your site if:

- you ask us to in writing, as long as you pay the relevant fee (if any) and any other charges due to us;
- this is necessary for safety reasons or for the security of the distributor's networks, or to meet the requirements of any law, regulation, or industry agreement;
- you break any of your responsibilities under your contract with us;
- you break condition 2.1;
- we have ended the contract under conditions 10.1 or 10.7; or
- your site has been substantially redeveloped.

13.2 We do not have to re-energise your site until you have:

- asked us in writing to do so;
- paid our costs and charges for de-energising your site;
- paid our costs and charges for re-energising your site;
- if you have broken the conditions of your contract with us, put right any problem to our reasonable satisfaction, including paying any debt on your account;
- provided any security cover we may ask you for; and
- given us any information or proof we reasonably ask for about any change in the owner or occupier of your site (for example, copies of any relevant tenancy agreements, business records, letters or emails) so we can be sure that the circumstances relating to any change in the owner or occupier of your site are genuine and do not involve any attempt to avoid paying overdue charges.

13.3 You must cover all costs and losses we face as a result of chasing payment of any charges you owe us under your contract with us. This includes the cost of visiting your site before de-energising or re-energising it, and the fees involved in getting a warrant to enter your site to de-energise it. You must pay these charges within 14 days of our bill.

13.4 Only the distributor, or the transporter or shipper of gas, may disconnect or reconnect the metering point (by physically doing so), and may do this if:

- you ask them to;
- they have the right to do this or have to do this under an industry agreement or by law; or
- we ask them to.

13.5 There may be charges or fees associated with disconnecting or reconnecting the metering point. You must pay these straight to the distributor or transporter.

13.6 You may ask us to re-energise your site as an emergency case, and we will try to do this as soon as reasonably possible. Our charges in these circumstances will be higher.

13.7 We will not be liable to you for any loss you may suffer as a result of any delay in re-energising your site.

14 Emergencies

14.1 We may de-energise, stop or restrict the gas supply to your site if:

- there is a gas pipeline system emergency (as defined in our gas supply licence);
- we must do so by law, or to protect the safety of people or

property; or

- there is an actual or suspected gas leak.

14.2 You must stop using gas immediately if we or another authorised organisation (including the relevant transporter of gas to your metering point) tell you to.

14.3 We may have to interrupt or suspend your gas supply if we have to do so by law or in an emergency. For example, there may be a gas deficit emergency, or other circumstances beyond our control.

14.4 If we supply you with gas, we and the gas transporter who operates the network the gas is supplied to you through also have the right to tell you to restrict the amount of gas you use, or stop using gas, if we or they have to do so by law or in an emergency. You must then follow our instructions. In these circumstances, you may be entitled to compensation. If you are, we will make sure it is paid to you as soon as reasonably possible after we receive it from the organisation responsible for paying that compensation.

14.5 In an emergency, you must give us, and anyone we authorise, safe access to your meter at any time.

14.6 The voltage of the electricity we supply may vary as allowed by the Electricity Supply Regulations 1988. You accept that we cannot guarantee a continuous supply of electricity. If you need a continuous supply, you must arrange an emergency or standby supply.

14.7 You must immediately report any gas leak to the National Gas Emergency Service. The number to call is 0800 111 999 unless you have been told a different number.

14.8 Emergency electricity and gas services will be provided by us or on our behalf. If we ask you to, you must pay us any call-out charges we have to pay to a distributor or our metering agents, including those relating to stopping a gas leak or providing other emergency services on your equipment.

15 Liability

15.1 If we fail to carry out our responsibilities under your contract with us, we will only be liable to you if this directly results in physical damage to your site. The maximum amount of compensation we will have to pay for such damage is £50,000 for each event (or series of connected events) in any 12-month period.

15.2 Except where condition 15.4 applies, or where you must pay us our costs or losses under your contract with us, or where we must pay you an amount under condition 3.8, you and we will not have to compensate the other for:

- any loss of profits, damage to reputation or goodwill, or loss of expected future business;
- any compensation you or we have to pay to any other organisation; or
- any other loss which you or we would not reasonably expect to arise as a result of breaking the conditions of this contract in a particular way (such as losses resulting from any information stored electronically or computer software being corrupted or damaged).

15.3 If your or our negligence causes death or personal injury, you or we (as appropriate) must pay the other all costs and losses suffered as a result.

15.4 You must cover us for all costs and losses we suffer as a result of you or your employees, partners, representatives or agents failing to keep to the conditions of your contract with us or to any law, regulation or agreement (including any industry agreement) about the connection or using the supply (including any conditions relating to supplying energy to others), or failing to use our or your equipment in line with all relevant laws and regulations.

15.5 The rights and remedies set out in your contract with us are the only ones you and we have – you and we have no other rights and remedies by law.

15.6 You and we will not be liable to the other for any failure or delay in carrying out any responsibilities under your contract with us if the failure or delay is caused by circumstances beyond your or our reasonable control, such as floods or storm damage, terrorist activity, armed conflict or explosion. (This does not include a lack of funds or the consequences of an economic downturn.)

16 Measuring the energy you use

16.1 We will use the meter (including taking account of how the meter is set up) and standard industry methods to measure how much energy you use. We will use the meter reading as evidence of how much energy you have used so we can calculate your bill, unless we find that the meter is giving inaccurate readings to a level higher than that allowed under the relevant regulations. In line with paragraph 2 of schedule 7 to the Electricity Act, we agree with you that the meter for electricity does not need to be certified by a meter examiner.

- 16.2 You are responsible for your equipment. You must maintain it in good working order at all times. You will be responsible for any damage to your equipment and our equipment due to overloading (unless the damage is caused directly by us).
- 16.3 If you fail to maintain the meter in good working order, we may de-energise the relevant metering point until you have replaced the meter or had it repaired. You must pay any cost involved.
- 16.4 You must always use the energy in a safe way and must not interfere with the meter, metering point or supplies on the distributor's side of any metering point.
- 16.5 You must not use a compressor or any other apparatus that might threaten the security of a distributor's network.
- 16.6 If the amount of energy you use at any site is higher or lower than the industry requirements for your profile class or the amount of energy your metering point is registered to receive, you must pay for any necessary change to the meter or the connection to the distributor's network.
- 16.7 We may sometimes ask you to read the meter and give us the meter reading. If you do not do this when we ask, we may charge you for us to come to your site to read the meter ourselves. If we make an appointment with you to read or inspect a meter but you do not keep that appointment, you must pay us a charge known as a 'missed visit charge'.
- 16.8 We may increase our charges if you do not keep to condition 2.1 and we still provide energy to you.
- 16.9 We do not guarantee the accuracy of any information we give you, and we are not liable for any inaccurate information.
- 16.10 We may decide to install a smart meter so that we can collect your meter readings without visiting your site.
- 16.11 If you give us a meter reading which is not valid (for example, if it is lower than the previous meter reading that we collected), we can reject your reading and get another one as explained in condition 16.7.
- 16.12 Unless you have a smart meter that provides us with your meter readings remotely, you must give us a meter reading at least once a quarter.

17 Access

- 17.1 If we give you reasonable notice, during normal business hours you must make sure that we, our metering agents and anyone working on our behalf have access, in person or remotely, to:
- install, test, inspect, repair, replace, remove or check the accuracy of any meter; and
 - confirm that all gas appliances have been turned off after an interruption to the supply.
- You must pay any costs involved in providing access, including any extra cost we face because a meter is not easy to get to.
- 17.2 You authorise us, our metering agents, anyone acting on our behalf and the distributors (including any transporter or shipper of gas involved in the distribution network) to enter each site at all reasonable times, after giving you written notice, to de-energise your supply.
- 17.3 You must make sure that you, your partners, your employees, your representatives and your agents do not do anything which might prevent or make it difficult for us, our metering agents, anyone acting on our behalf or the distributors (including any transporter or shipper of gas involved in the distribution network) from entering your site.
- 17.4 At each site you must provide, free of charge, power, water, drainage or protection equipment that we, our metering agents, anyone acting on our behalf or the distributors (including any transporter or shipper of gas involved in the distribution network) may reasonably need.
- 17.5 If you would like a meter examiner to examine a meter to make sure that it is accurately recording how much energy you are using, you can ask us to arrange this for you, but you will have to pay a meter examination fee. We will only refund the meter examination fee if the meter examiner finds that the meter is not accurate (within limits set by law). If the meter is not accurate, we will replace it and adjust your future bills to cover any underpayment or overpayment that resulted from the inaccurate meter readings.

18 Unmetered electricity supplies

Conditions 18.1 to 18.9 below apply only if we supply your electricity through an exit point without a meter.

- 18.1 As well as condition 2.1, our responsibility to supply you with energy depends on you (or your meter administrator) preparing, maintaining and sending us an inventory, details of how much electricity you estimate you will use in a year and an MPAN for each exit point.
- 18.2 You must give us as much notice as possible of any changes in your requirements, including how much electricity you estimate you will use in a year and the way you use the energy we supply. You do not need to tell us about seasonal variations, but you

must, for example, tell us about situations such as outages where you do not use any electricity because of an interruption or suspension in the supply (whether planned or unplanned) at your site.

- 18.3 If the amount of electricity you use is significantly different from the estimate you, your representative, your agent or your meter administrator gave us, you must cover our costs or losses relating to this.
- 18.4 As well as the inventory, you (or your meter administrator) must give us information about the number and location of the items listed on the inventory, and the type and wattage of each item, the type of control gear installed, any power reduction mechanism (dimming), the type of switching control (for example time switch) and the switching regime codes as identified in the Balancing and Settlement Code.
- 18.5 You (or your meter administrator) must tell us as soon as possible, and in all cases within one month, about any changes to the inventory, how much electricity you estimate you will use in a year, the MPAN or any of the information described in condition 18.4.
- 18.6 You must cover our related costs and losses if you do not keep to conditions 18.1, 18.4 or 18.5.
- 18.7 In condition 16, the term meter operator includes meter administrator, data collector or data aggregator as appropriate.
- 18.8 If we are not satisfied with the way in which the meter administrator is carrying out their duties and this does not improve within three months of us telling you about this, you will have broken the conditions of your contract with us.
- 18.9 As well as your responsibility to tell us under condition 12, before you leave or sell your site, you must tell your meter administrator and your electricity distributor in writing the date that you will leave or sell your site.

19 Deemed customers

Conditions 19.1 to 19.8 apply only to deemed customers.

- 19.1 Conditions 2.1, 2.6, 3.3 and 6.3 do not apply to deemed customers, but all other conditions apply to deemed customers.
- 19.2 You will be a deemed customer until:
- you have changed supplier;
 - you agree a new contract with us; or
 - you or we end this contract in line with condition 10.
- 19.3 You can end your contract with us at any time. It would be helpful if you could give us 30 days' notice, but you do not have to. You can give notice by emailing us at business.terminations@npower.com, by calling us on 0800 975 7983, or writing to:
- Business Terminations Team
npower
2 Princes Way
Solihull
B91 3ES
- 19.4 The other conditions of your contract with us will continue to apply (as long as they do not conflict with this condition 19) until you either receive energy from us under a formal contract or switch to another supplier by entering into a contract with them.
- 19.5 We will calculate and apply charges from either the date of the last meter reading we receive from the meter operator, or the date of our estimated meter reading (unless we agree otherwise with you).
- 19.6 You must give us a meter reading at least once every quarter so that we can send you more accurate bills.
- 19.7 You will be charged our out-of-contract deemed prices which are shown on our website at npower.com/business. We will tell you about any changes to our charges for deemed customers.
- 19.8 If you have not agreed a contract with us, these conditions will apply from the date that:
- you move into a site we already supply;
 - you take a supply from us at your site;
 - your tenants move out of your site; or
 - you take or have responsibility for your site.

20 Data protection notice

- 20.1 We respect your right to privacy and will use the information you give us, or which we legally receive from someone else (including the Land Registry, a local authority, 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, to set up and manage your energy account with us.
- 20.2 We (or others acting on our behalf) may collect, store and use the following information about you.
- Name, age 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
 - Physical or mental health
 - Sensitive personal information such as any criminal offences you have been accused of, as explained in condition 21.2.
- 20.3 We may share your information with all relevant industry organisations (or others acting on their behalf) based on agreed industry processes. We may use it, and share it with any of our linked companies or other people or organisations acting on our behalf, and any other relevant third parties, to do the following.
- Help us identify you so we know who we are talking to.
 - Supply you with energy, measure the amount of energy you use and work out your bills.
 - Set up and manage your account, including:
 - assessing your ability to pay and collecting any money you owe us (as explained in conditions 20.4 to 20.6 below);
 - improving our service to you, which may include sending you service messages (such as reminders to read your meter or make a payment) by text message and email;
 - sending you account notifications and communications (such as about price changes and changes to other conditions) by text message and email, if you have agreed to receive these, unless you tell us that you do not want to receive service messages, notifications and communications in this way and you are not required to receive them in this way as part of your contract with us; and
 - sending you account notifications and communications through your online account (if you have set one up), unless you tell us that you do not want to receive service messages, notifications and communications in this way and you are not required to receive them in this way under the conditions of your online account.
 - Help prevent and detect debt, theft, fraud or loss of energy (as explained in conditions 20.4 to 20.6 below).
 - Assess risk, carry out marketing (unless you have asked us not to use your information in this way), including by phone, text message, email and e-marketing.
 - Carry out market research, internal reporting, profiling, modelling and analysis, analyse statistics and test systems.
 - Improve the way that we manage your accounts and analyse your account history.
 - Help improve the way we provide our services and the products we can make available to you.
 - Train staff and monitor our services, which may involve recording our conversations or correspondence with you to make sure we are giving you a good service and meeting our legal and regulatory obligations.
- 20.4 We (or anyone acting on our behalf) may do the following.
- Get information about you, your business and any other people you are applying for an energy supply with from credit reference, regulatory and fraud prevention agencies to help us make decisions about your ability to pay for the goods and services we can offer you.
 - Review information that credit reference, regulatory and fraud prevention agencies give us about you and your business while we are supplying energy to you (including to check the details you have given us, help prevent and detect fraud, assess your financial situation and your ability to continue paying your energy bills, manage your accounts or services, and recover any money you owe us).
 - Regularly send information about your account and how you manage it to credit reference, regulatory and fraud prevention agencies. They may record this information, and this may include sharing your account details, including information about your payment history and any bills you have not paid or have not paid on time (which credit reference agencies may record as a debt).
- 20.5 When we (or someone acting on our behalf) search for information from a credit reference agency, they will record this on your credit file (whether or not we agree to supply you with energy).
- 20.6 Credit reference, regulatory and fraud prevention agencies may share information that we give them with other organisations (including organisations and businesses such as other utility, telecommunications and financial services companies) and agencies so that they can carry out checks and deal with any debt you or your business may have. Credit reference agencies may keep a record of any debt registered on your file (whether or not you paid off that debt or we took action against you to recover the debt) for up to six years after your contract with us has ended.
- 20.7 If, when you ask us to supply you with energy, you provide information about another person, you must have their permission to use their information in line with these conditions. You acknowledge on their behalf that any credit search we carry out may also be recorded on their credit file (whether or not we agree to supply you with energy). If you give us false or inaccurate information and we suspect fraud, we will pass your details to credit reference, regulatory, fraud prevention or law enforcement agencies (such as the police and HM Revenue & Customs).
- 20.8 If you would like more information about the credit reference agencies we use, or to see our credit guide, visit our website at npower.com/smalluserscreditguide. Or you can phone us on 0330 100 8100 to ask us for a copy.
- 20.9 We may pass information about you to our agents and service providers for the purposes set out in condition 20. This may involve passing your information outside the European Economic Area (EEA) to countries that do not have the same data protection standards as we have in the UK. If we, our linked companies or other organisations do this, we will make sure that the relevant legal protection is in place. If we are asked to, we may pass your information on to any competent authority for regulatory purposes or as part of a government initiative to share information.
- 20.10 If you have given us your mobile phone number or email address (or both), we may use the information to send you messages about our service or other similar information by text message or email. The aim is to help us manage your account. You must let us know if your mobile phone number or email address changes so that we can keep this information up to date.
- 20.11 Even if you have appointed an agent or representative to deal with us on your behalf in line with condition 5.10, we may use your information to contact you direct about your account or your contract with us (which may include providing you with details of how to renew the contract or offers that are available to you, unless you have told us that you do not want to receive this information).
- 20.12 You are entitled to see the personal information that we hold about you (this is known as a 'subject access request'). You may do this by calling us on 0330 100 8100, by emailing business.queries@npower.com or by writing to:
- Business Data Protection SARs Team
npower
PO Box 583
Hull
HU5 1YU
- When we receive your request we will send you a form to fill in and you will have to pay a fee of £10. If you do not return the form or pay the £10 fee, we will not be able to deal with your request.
- 20.13 We may give your account details to any of our linked companies or to any organisation we transfer our rights or responsibilities under your contract with us to, as described in condition 23.
- 20.14 If we object to you switching to a new supplier because you owe us money, we may tell the other supplier about the debt.
- 21 Theft and preventing fraud**
- 21.1 If we suspect that someone has committed fraud or stolen energy by interfering with the meter or the supply, we will record this information on your account and we may share it (for example, with the Gas and Electricity Markets Authority and other interested people such as your landlord, other energy suppliers, or any industry organisation, including the industry appointed TRAS Fraud Prevention Agency) in order to meet our obligations under the conditions of our supply licence to help reduce fraud and stolen energy. This may include recording sensitive personal information such as any criminal offences you have been accused of. We may use this information to help us make decisions about your payment arrangements and the products and services we offer you in the future.
- 21.2 We may share your personal information (including details of your occupancy and your site, and information on how much energy you use) with other industry organisations and the industry appointed TRAS Fraud Prevention Agency (including their subcontractors) to allow them to:
- check public and other databases they hold or have access to in order to analyse your information and that of other customers (whether or not we supply them);
 - assess geographical, behavioural and other trends which they will use to assess the likelihood that theft or fraud will take place; and
 - generate theft leads.
- 21.3 Any information we give to an industry organisation or other interested organisation about you and your site may continue to be used by them, even when you are no longer our customer.
- 21.4 We may use any information we have collected about theft or suspected theft, as well as any theft leads received from third parties (including the TRAS Fraud Prevention Agency), to detect, investigate, prosecute and prevent (as far as possible) theft and fraud.

22 Confidentiality

- 22.1 During the term of your contract with us and for one year after it ends, you and we must keep the commercial and financial terms and conditions of the contract, and any other confidential information about the other one's business, strictly confidential. This will not prevent you or us from giving information:
- to linked companies we supply under your contract with us;
 - to your appointed agent or representative; or
 - if we must do so under condition 20, by law or under the rules of any recognised stock exchange or competent authority.

23 Using other organisations

- 23.1 We may subcontract or transfer any or all of our rights and responsibilities under your contract with us at any time without giving you notice. You must not transfer any of your rights or responsibilities under the contract without first getting our permission in writing.

24 Contacting us

- 24.1 We will send you notices or other communications by post to your billing address, by email to an email address you have provided, or by text message to a mobile number you have provided. If your address, email address or mobile number changes, you must tell us as soon as possible. If you have not told us about any changes, you will still be considered to have received any notice and communications sent to the most recent billing address, email address or mobile number we have for you.

- 24.2 You must send us all notices or other communications, other than when ending your contract with us under condition 10, by emailing business.queries@npower.com or writing to:

Correspondence Team
npower
PO Box 583
Hull
HU5 1YU

- 24.3 All notices or other communications will be considered to have been properly sent and received by the other:
- on the day it is delivered in person or on the next business day if it was delivered in person on a day that was not a business day;
 - on the second business day after posting, if sent by first class post;
 - on the third business day after posting, if sent by second class post;
 - on the same day if emailed before 5pm on a business day, or the next business day if sent after 5pm or on a day that is not a business day;
 - at the time the call is recorded, if given over the phone; or
 - the same day, if we sent you a text message before 5pm, the next business day if sent after 5pm or on a day that is not a business day.

You cannot send us any notice or communication by text message.

25 Our contract

- 25.1 Only you and we can enforce any of the conditions of your contract with us and we both agree that the Contract (Rights of Third Parties) Act 1999 does not apply to the contract.
- 25.2 Your contract with us will be governed by English Law and any disputes will be dealt with in the English courts.
- 25.3 If all or part of any of these conditions is found to be illegal or cannot be enforced (either partly or in full) by any English court or under any act or rule of law, that condition (or the relevant part of it) will no longer form part of the contract between you and us. This will not affect the rest of the conditions.
- 25.4 Your contract with us is the entire agreement between you and us for supplying energy to you and (except in cases of fraud) replaces any other statement or representation you and we have made, unless we tell you otherwise in writing.
- 25.5 If you break any of these conditions, we will have the right to take action against you. If we tell you that we have decided not to take action against you, this does not mean that we will not take action if you break the same condition, or any other condition, in the future.

26 Changes to these conditions

- 26.1 We may sometimes change these conditions for reasons such as taking account of changes to any industry agreements, the Electricity Act 1989, the Gas Act 1986 (as appropriate) or any other law, regulation, standard, code or licence issued by a relevant competent authority. We do not have to get your permission before making any changes to these conditions under

this condition 26, and any change will apply from the date we tell you that it applies.

27 FIT licensee

- 27.1 We are a Mandatory FIT Licensee and will continue to be unless we tell you otherwise.

28 National Terms of Connection

Due to the nature of the information we have to provide, Plain English Campaign's Crystal Mark does not apply to conditions 28.1 and 28.2.

- 28.1 You agree that by entering into your contract (if your contract is for the supply of electricity) you are also entering into the National Terms of Connection with the electricity distributor. You understand that you are responsible for agreeing your profile class and capacity charges with the electricity distributor.
- 28.2 In the following paragraph the words, "your supplier" will be a reference to npower, and "network operator" will be references to the Distributor: your supplier is acting on behalf of your network operator to make an agreement with you. The agreement is that you and your network operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that you enter into this contract 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 0207 706 5100 or see the website at connectionterms.org.uk.

29 Green deal site

If any site we supply under your contract with us is (or becomes) a green deal site, conditions 29.1 to 29.20 will also apply.

- 29.1 As the occupier of your site (or the owner, if the site is empty) you have a legal responsibility to pay the green deal charges for your site. The green deal charges are set by your green deal provider and not by us.
- 29.2 The green deal charges relate to your site, which means you still have to pay them even if no energy is being used at your site (including if your site is empty, your site has been de-energised, the supply has been cut off or your site is disconnected).
- 29.3 As your supplier, we have a legal duty (under our supply licence, section 1(6) of the Energy Act 2011 and the green deal arrangements agreement) to collect green deal charges from you and pass them on to your green deal provider (acting as their agent and trustee). If you fall behind with your green deal charges, we must try to recover that debt in the same way as we try to recover any amount you owe us under your contract with us for the supply of energy.
- 29.4 We are responsible for sending you bills for green deal charges, and collecting green deal charges from you, for the period that we are registered as your supplier. If you were already a green deal customer before we became your registered supplier, we will send you bills for your green deal charges from the date we become your registered supplier. Even if your contract with us ends, you will still have to pay us any overdue green deal charges for as long as you remain responsible for paying the bill for your site.
- 29.5 Your green deal charges will appear on your electricity account (even if the energy efficiency improvements actually relate to your gas supply) and will be set out in the electricity bills we send to you under your contract with us. You must pay the green deal charges by the same method as you pay us for your electricity supply - you cannot choose to pay by a different method.
- 29.6 If we stop trying to recover any green deal charges you owe, your green deal provider has the right to take legal action to recover them from you direct.
- 29.7 If you only pay some of the charges we bill you for under your contract with us, we must allocate your payment equally between the charges due to us under the contract and your green deal charges. You cannot choose how the payment is allocated. We may also decide to use any money you pay us to pay off your oldest debt first.
- 29.8 If you pay us by fixed direct debit you can ask us to reduce your direct debit amount to take account of any energy savings you expect to achieve under your green deal plan, but you must ask us to do this within 30 days of the date your site first becomes registered as a green deal site. We can only adjust either your gas direct debit or your electricity direct debit (depending on which is affected by the energy savings) if we are your supplier for that account. If we agree to reduce your direct debit to take account

- of the expected energy savings but you do not achieve these savings, this may create a debt (or increase the debt) on your account. Also, if we agree to reduce your direct debit amount, this will not prevent us from increasing your direct debit at a later date to make sure that you are paying enough to cover the cost of the energy you are using at your site.
- 29.9 If there is a dispute between you and your green deal provider, or you have paid your green deal provider in full before the end of your green deal plan so that it ends early, we will still continue to charge you for, and collect, the green deal charges until your green deal provider officially tells us to stop charging you. If you pay too much for your green deal charges, your green deal provider is responsible for refunding the overpayment to you unless we have charged you the green deal charges by mistake.
- 29.10 As well as our rights under condition 11.1 (which also applies if you are a deemed customer), we may object to you switching to another supplier if you owe any green deal charges (unless we know that you are already involved in a genuine dispute with your green deal provider about this debt).
- 29.11 We may increase or adjust any security cover you must pay under condition 9 of your contract with us to take account of your green deal charges.
- 29.12 We will use your information to help identify you to other people taking part in the green deal plans that relate to your site. Please see condition 20 for other ways we will use your information in relation to your green deal plan.
- 29.13 When we receive notice from a green deal provider about a possible new green deal plan (regardless of whether you asked for the plan or whether the landlord or owner of the site asked), we will carry out some initial checks and tell the green deal provider whether there is money owing (over or under a certain limit, which is currently £400) on the account (although we will not name you), so they can assess whether you are likely to be able to pay the green deal charges.
- 29.14 We must help maintain the central charge database and keep it up to date. This means we will need to include your details in the central charge database as the occupier or owner of the site and the person (or people) responsible for paying the green deal charges. As your green deal plan progresses, we and your green deal provider will carry out various checks on the information about you, your green deal plan and your site. The information that we will put on the central charge database will include your meter number, your account number, your green deal plan identification number and so on.
- 29.15 Some or all of your information may be available to people and organisations who are entitled to have access to the central charge database, including the Secretary of State for Energy and Climate Change, the Gas and Electricity Markets Authority, industry bodies, other suppliers and green deal providers (and anyone they nominate to replace them).
- 29.16 We and the people and organisations who have access to your information through the central charge database should only use your information that relates to your green deal plan:
 - for monitoring purposes and to check that everyone involved is keeping to their legal and regulatory obligations and the Green Deal Arrangements Agreement;
 - to analyse statistics; and
 - for research and other purposes allowed by law.
We (and the people and organisations who have access to your information through the central charge database) may pass your information to other people who we appoint as agents to act on our behalf in connection with the green deal. Your green deal provider (or green deal financier if appropriate) will use your information relating to the green deal plans if they are responsible for carrying out the energy efficiency improvements or for paying for those improvements (or both). If you want more details about how your provider or financier (or anyone else they appoint) use your information, you should ask to see the relevant organisation's fair processing notice.
- 29.17 We will use your information to process and collect your green deal charges. We may pass details of your green deal charge payments and any money you owe in connection with green deal charges to your green deal provider or green deal financier (if appropriate). These details may include how you make the payments and how we collect them (including any overdue amount), and whether or not there is a dispute relating to your account.
- 29.18 If you want to find out the full company details of the green deal providers, financiers and suppliers who may process your personal information in connection with any individual green deal plan, you can ask us for a list.
- 29.19 We are not liable or responsible for the work that the green deal provider has carried out for you or for any estimate of the possible energy efficiency savings that your green deal improvements may achieve. If you have any questions about the energy efficiency improvements carried out to your site, the green deal charges you have to pay, any money you owe in connection with green deal charges and any energy savings you expected to make, or if you would like to end your green deal plan early, you should contact your green deal provider.
- 29.20 You can also get unbiased help and advice from the Energy Savings Advice Service by phoning 0300 123 1234 or visiting the website at gov.uk/greendeal.
- 30 Smart meters**
- 30.1 If you agree to have a smart meter installed, we or our agent will contact you to arrange a convenient appointment to carry out the work. If you do not let us (or our agent) on to your site for the appointment we have agreed with you to install the smart meter, we may charge you the costs of that visit, unless you give us at least 48 hours' notice that the agreed time is no longer convenient.
- 30.2 When we (or our agent) install a smart meter, we will follow the Smart Meter Installation Code of Practice. A copy of the code is available on our website at npower.com/smicop.
- 30.3 We own the smart meter and any smart energy display that we may have provided free of charge. If you leave your site, you must leave any smart energy display at the site unless it is one that you have bought for your own use, in which case you can remove it from your site.
- 30.4 If you had a smart meter installed by your previous supplier, we will try to support all of its functions. If we can't, we will treat it as a traditional meter until we tell you that we can read it without visiting your site and use all its functions, or we tell you that we will swap it for a meter that we can support.
- 30.5 Once a smart meter is installed and all its functions are available for us to use (which we will tell you about), we will be able to take meter readings, diagnose any technical problems (using alerts from the meter if something is wrong, including if your meter has been tampered with), update your meter and monitor your energy use (as far as we are allowed to or you agree to) without visiting your site. We will use those readings to work out the bills that we send you. We can also:
 - switch your smart credit meter to work as a smart prepayment meter, unless your smart credit meter is an AMR meter;
 - switch your smart prepayment meter to work as a smart credit meter, unless your smart prepayment meter is an AMR meter; or
 - disconnect your supply (but only if the circumstances set out in condition 13 apply);
if we have the right to do these things under your contract with you or by law, or if we agree this with you.
- 30.6 Once we have installed a smart meter and all its functions are available for us to use, your bills will be based on the meter readings we take from your smart meter. We may still have to estimate some of your bills or send an agent to take meter readings if your smart meter has failed or the communications to the smart meter have failed. Also, our agent will need to visit your site from time to time to inspect your smart meter in line with our legal and regulatory obligations (see condition 17 for details of the access needed to your meter).
- Using energy information once a smart meter has been installed and all its functions are available**
- 30.7 We will use the information we receive from your smart meter in the same way we used the information from your old meter (see condition 20). This means taking meter readings (either by visiting your site or from our offices using the smart meter's functions) for billing and regulatory purposes and to manage your account efficiently, for example, to:
 - produce your bills (including to produce a final bill);
 - calculate any debts on your account;
 - provide energy information for industry purposes in line with regulations; and
 - predict the amount of energy you and other customers will need.
- 30.8 We may also collect more frequent information (up to every 30 minutes) for the following extra purposes.
 - To send you more accurate bills, so that we do not need to estimate your bill if you move site or change your energy plan. (We may still need to use estimated readings if there is a problem with your meter or we are unable to communicate with it.)
 - To help us predict how much energy you will need and identify patterns in your energy use, so that we can make sure we are developing the right energy plans and services for our customers.

- To give us more detailed information about your usage, so that we can respond to your questions or complaints more easily.
 - To help us identify if your meter has been damaged or isn't working properly, so that we can be sure you are paying the right amount for the energy you have used.
 - To give you feedback about your energy use, so that we can help you manage it better. (This will not include using your information for marketing purposes unless you have agreed that we can.)
- 30.9 You can opt out of letting us collect this level of information if you have a profile class 01-04 meter (for electricity) or are not a customer with a large gas supply. If you would prefer us not to collect this level of energy information, or if you change your mind about how you allow us to use your information, you can let us know by calling us on 0330 100 8100 at any time or by contacting us by post or email as shown in condition 24. We will process your request on the same day and the change will take effect as soon as reasonably possible.

Extra permission for smart meters

- 30.10 If you have a smart meter fitted, you must tell us before you leave your site. It is essential that you do this so that we can make sure that your energy information will not be available to the new occupier on any smart energy display at the site. If you do not let us know you are leaving, we may not be able to prevent your

energy information from being available to the new owner or occupier of the site.

- 30.11 We can give you access to information about your past energy use as long as it is available from your smart meter. Smart meters are only able to store a limited amount of information so if, for example, you change your level of permission to allow us to collect information more often than once a month, we will only be able to provide you with information at that new level of use if the information is still available from your smart meter.
- 30.12 We cannot remove your energy information from our systems once we have collected it. If you ask us to we will stop processing certain information, unless we have a legal or regulatory right to continue to use the information to deal with your account.
- 30.13 If you are a landlord and you are responsible for paying for energy used at your site, you are confirming that your tenants have given permission for us to provide the level of information relating to energy use that applies to your account. We may ask you to provide a copy of the permission before giving you access to any information other than the monthly energy use.
- 30.14 If your site has related meters, the level of permission you agree with us will apply to all the related meters.
- 30.15 If you also have generation equipment with an export meter, and you sell energy to us, any level of permission you have set for the meter measuring the energy you use will also apply to your export meter.

Glossary

In this document, the following words and phrases have the meanings set out below.

agreement date	The date that we confirm to you as the date we accepted your contract with us.
AMR meters	Metering equipment used to get automated readings.
Balancing and Settlement Code	The Balancing and Settlement Code helps to make sure that the amount of electricity generated meets demand.
business day	A day other than Saturday, Sunday, bank holidays or public holidays.
cancellation fee	The amount you will have to pay us if we cancel your contract with us because of something you have or have not done as described under condition 3.7. This is currently £250 per meter, but this may change.
capacity charge	Charges your electricity distributor makes for the maximum amount of electricity they agree to make available at the metering point in either kilowatts (kW) or kilovolt-amperes (kVA).
central charge database	A database which holds details of all green deal plans, green deal charges, green deal providers (and anyone they nominate to replace them) and green deal customers, and is used to set up green deal arrangements.
charges	All charges you must pay in connection with receiving energy under your contract with us, including unit charges, charges if you do not pay by direct debit, charges if your direct debit fails, charges if you do not pay the bill by the due date, meter asset charges, standing charges (if these apply), charges made by other organisations such as meter operators, deposits, value added tax (VAT) and the climate change levy.
climate change levy	A charge set under the Finance Act 2000 and any related regulations.
competent authority	Any court in the UK, the Gas and Electricity Markets Authority, any local, national or international regulator, inspectorate, minister, ministry or public official of the UK or the European Union.
contract period	Either the fixed period you ask us to supply energy for, starting on the supply start date (which we will confirm to you) or the time during which you are registered to us on a variable contract.
data aggregator	A person authorised under the Balancing and Settlement Code to check meter readings and look for mistakes in meter readings they receive from the data collector.
data collector	A person authorised under the Balancing and Settlement Code to collect, process and check meter readings and pass this information to the data aggregator.
day	Any day of the week, as opposed to a business day.
de-energise	Ending the electricity or gas supply, for example by removing the fuse and the meter, by capping the supply, or remotely using a smart meter.
deemed customer	The owner or occupier of a site which we supply energy to other than under a formal contract as described in paragraph 8 of Schedule 2B of the Gas Act 1986 or paragraph 3 of Schedule 6 of the Electricity Act 1989. For example, you will be a deemed customer if you recently moved into a property that we supply energy to and you have not agreed a formal contract with us.
disconnect	Ending the gas or electricity supply by cutting off your site's connection to the distributor's network. Only the distributor can disconnect your supply.
distributor	The owner or operator of a network for distributing electricity or gas.
distributor's network	The system for distributing electricity or gas to a metering point.
due date	14 days from the date of each bill.
e-marketing	Marketing using the internet and digital media technologies (for example, social media).
energy	Electricity or gas (or both).
equipment	Any equipment including any meter, smart meter (which also includes the smart energy display and any related equipment), pipework, valves, other apparatus used to transport, measure and control the supply of electricity or gas, and any equipment which allows us to take meter readings without visiting your site.

exit point	A metering point where the distributor has agreed in writing that a meter is not needed.
fixed contract	A contract for a fixed period, with a fixed end date, and with fixed unit charges and standing charge during the period of the contract.
Gas and Electricity Markets Authority	Created under section 1 of the Utilities Act 2000 to be Ofgem's governing body, or any organisation that replaces it.
Gas deficit emergency	An emergency that can be declared at any time to prevent a dangerous incident caused by there not being enough gas available to meet expected demand.
Good Quality CHP	Electricity generated at a combined heat and power station (a power station that generates heat and electrical power in the same process). The climate change levy does not apply to Good Quality CHP.
Green Deal Arrangements Agreement	The agreement between suppliers, green deal financiers and green deal providers which sets out the procedures and practices which everyone involved must follow when collecting green deal charges and paying those charges to the green deal providers or green deal financiers (whichever applies), and when entering details into the central charge database.
green deal charges	The costs of the green deal plan broken down into a daily charge which is set by your green deal provider and which we collect.
green deal plan	Energy efficiency measures or improvements made (or to be made) to a site by a green deal provider who will recover the costs of the energy efficiency measures or improvements by charging green deal charges.
green deal financier	A person who agrees to finance the green deal plan. If this happens, the green deal financier will replace the green deal provider and we will send any payments you make under the green deal plan to them.
green deal site	A site which has a green deal plan in place.
green deal provider	The person responsible for providing or installing the energy efficiency measures or improvements to a site under a green deal plan.
industry agreement	Any agreement which we or you (or your metering agent) must keep to in order to provide or receive the energy.
inventory	The details of the equipment we will supply with electricity as set out in an unmetered supply certificate issued by the relevant distributor.
kWh	Kilowatt hour – the amount of power needed to create a kilowatt of energy over the course of an hour.
large gas supply	A supply of more than 732,000 kWh of gas at each site each year.
linked companies	Any organisation that directly or indirectly controls, is controlled by, or is under common control with another organisation, including any company that is either a holding company or a subsidiary company, or a subsidiary company of a holding company, or any organisation that takes over all (or nearly all) of its business or assets.
Mandatory FIT licensee	An energy supplier who has a FIT licence that allows them to take part in the feed-in tariff scheme (a government programme designed to promote the use of technologies for generating small-scale renewable and low-carbon electricity).
meter	A device for measuring how much energy you have used.
meter administrator	A person authorised under the Balancing and Settlement Code to estimate how much electricity you have used if you have an unmetered supply. The meter administrator is appointed by an agreement between you, us and them.
meter asset charge	A charge we pay to the meter operator to cover the cost of the metering equipment.
meter operator	A person authorised under the Balancing and Settlement Code to install, commission, test, maintain and repair faults in a meter.
metering agent	Any person you or we appoint as meter operator or meter data collector (or both).
metering point	The point at which we will supply energy to you.
microbusiness	Ofgem defines a microbusiness as a business that: <ul style="list-style-type: none"> • uses less than 100,000 kWh of electricity a year; • uses less than 293,000 kWh of gas a year; • has fewer than 10 employees (or their full-time equivalent); or • has a yearly turnover or balance sheet of not more than €2,000,000.
missed visit charge	A charge you must pay if we make an appointment with you to read or inspect your meter but we cannot do so because of something you have or have not done. The charge is currently £50, but this may change.
MPAN	The unique reference number given to each electricity supply, also known as a 'supply point number'.
MPRN	The unique reference number given to each gas supply, also known as a 'supply point number'.
month	The period from the first day of any calendar month to the first day of the next calendar month.
network code	The agreement between each distributor and supplier and which governs the transportation of gas through each distributor's network (including any changes to these).
Ofgem	The Office of Gas and Electricity Markets, an independent regulatory authority set up to, amongst other things, protect the interests of those using electricity and gas now and in the future.
our equipment	Any equipment we (or our metering agent) own, operate or install at a site.
out-of-contract deemed prices	The charges that apply to you if you take energy from us and have not agreed a contract with us. These prices are shown on our website at npower.com/business .
out-of-contract default prices	The charges that apply to you if you or we have ended your contract with us. We will tell you these prices.
profile classes	Categories customers are grouped into depending on how we expect them to use electricity (for example, how much they use and at what times they use it).
reconnect	Restoring your gas or electricity supply by connecting your site to the distributor's network again. Only the distributor can reconnect your supply.
re-energise	Reconnecting your electricity by replacing the fuse and the meter or uncapping your gas supply (whichever applies) at the metering point.

related meters	Related meters are where you have a number of supplies running from the same emergency isolation fuse meaning the supplies have to be treated as one.
renewable sources	Any source of energy other than fossil fuel or nuclear fuel, including energy produced from waste when no more than a certain proportion is (or comes from) fossil fuel.
renewable charge	A charge equal to or more than the climate change levy which you must pay relating to renewable sources and Good Quality CHP.
security cover	Security in the form of a deposit, a letter of credit or a guarantee (we may ask you for one or more of these).
site	Each location you want us to supply energy at or which we supply with energy under your contract with us.
smart meter	A meter (and its associated smart energy display and equipment) that records the amount of energy you use and can send this information to us remotely (without the need for a meter reader to visit), as well as receive information we send to it. In these conditions, references to smart meters include AMR meters.
smart energy display	A monitor (display screen) provided as part of the smart meter and which connects wirelessly to your smart meter. It can show you how much energy you're using as well as how much it costs.
Smart Meter Installation Code of Practice	The code of practice which governs the installation of smart meters but does not apply to installing AMR meters.
standing charge	A daily charge you must pay to keep your site connected, whether or not a site is occupied. The standing charge may appear on your bill as an 'administration charge'.
statement of renewal terms	A written statement we give you, explaining how and when you can end the contract.
supply	The energy we supply under your contract with us.
supply licence	A licence to supply electricity or gas, granted under the Electricity Act 1989 or the Gas Act 1986 (as amended).
supply start date	Either the date we plan to start supplying you with energy as agreed with you or the actual date we start to supply you with energy, as we reasonably decide.
TRAS (Theft Risk Assessment Service) Fraud Prevention Agency	The organisation appointed on behalf of the energy industry to provide a service to all UK energy suppliers to help them prevent, detect and investigate the theft of energy (see condition 21 for more details).
theft lead	Information we have collected or we receive about the theft of energy.
trading	A company which is not dormant as defined in section 1169 of the Companies Act 2006.
transfer date	The date by which we should become registered as your supplier. Unless conditions 3.4 and 3.5 apply, this will be within 21 days of the day after the agreement date.
transporter	The licensed public gas transporter and any other organisation licensed, appointed or accredited to transport gas around the gas network.
unit charges	The price for the energy we supply to you at the metering point, in pence per kWh. Unit charges are sometimes called 'consumption charges'.
variable contract	A contract with no fixed period and no fixed end date, with prices that can change from time to time.
we, us or our	The company that supplies energy to your site, namely Npower Northern Limited (registered in England and Wales number 3432100), registered office Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire SN5 6PB, and its linked companies.
you or your	The person (or people) or business receiving or wanting to receive energy from us.
your contract with us	The agreement between you and us for supplying you with energy at the metering point.
your equipment	Any equipment you (or your metering agent or another organisation) own, operate or install on your side of the metering point.

Phone calls: We may monitor and/or record calls for security, quality or training purposes. Call charges to numbers beginning with 0800 are set by your telecoms provider, calls may be free if you are calling from a business mobile or landline but this will depend on your contract. Calls to 03 numbers will cost you no more than 01 and 02 numbers from landlines or mobiles. If you get 'inclusive minutes' with your package, calls to a 03 number will be part of these. Please check with your operator for exact charges.

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