

# npower Online Price Control Agreement

## for the Intelligent Control October 2016 offer

These terms are in addition to and do not replace npower's standard terms for supplying electricity and gas to domestic customers ("Standard Terms"). Terms defined in the Standard Terms shall have the same meaning in these additional terms. If there is any conflict between these terms and the Standard Terms, these terms will prevail. Where appropriate the Standard Terms also apply in relation to the Nest Thermostat referred to below.

**Intelligent Control October 2016** offers a price fix until 31 October 2016. Charges will be on a single standing charge and unit rate basis and will be based on our current prices for your area, meter type and the payment method that you opted for (and may change if you change area, meter type or payment method).

### Eligibility criteria

In order to take up and remain on our **Intelligent Control October 2016** tariff you must:

- have us (npower) supply your gas and electricity as a dual fuel customer;
- be a domestic customer and the homeowner
- take your supply through a credit meter;
- provide your email address and inform us if it changes;
- use npower.com as your primary method of contact with customer service;
- receive your bills online by registering for an online account and paperless bills at npower.com within 30 days of receiving your account number;
- provide meter reads online when requested;
- notify us immediately online of changes to any of your details;
- receive all account communications (including price change and tariff end notices and the provision of other important information) by e-mail;
- conduct your online account with any new features we may introduce and notify you of from time to time;
- pay on the tariff where our charges are wholly based on a standing charge and single rate metered standard domestic tariff (or two unit rate metered economy 7 tariff for electricity);
- have chosen and we must have agreed to supply you on our Intelligent Control October 2016 offer;
- have supplied by us a Nest Thermostat with our standard installation at no additional cost.
- Have the Nest Thermostat attached to your central heating system within 8 weeks of your second fuel supply start date;
- have a fully working and compatible central heating system;
- have a Wi-Fi key code and a working Wi-Fi connection; and
- sign up to an online account with Nest Labs Inc ("Nest") and agree to Nest's terms and conditions, a copy of which can be viewed at <https://nest.com/uk/legal/terms/> ("Nest's Terms and Conditions").

If at any time you do not meet any of these eligibility criteria or do not comply with the terms of the **Intelligent Control October 2016** offer, we may end your agreement with npower (including your Online Price Control Agreement) and transfer you to a new agreement on our standard variable prices applicable to you. You will not be entitled to the Nest Thermostat if it has not already been installed.

If you do not meet the eligibility criteria because our installer determines that the Nest Thermostat cannot be installed (or you are not eligible for standard installation and do not wish to pay the additional installation costs), we will refund any premium you have already paid in comparison with our standard variable prices applicable to you. You will not incur a termination fee.

In order to take up and remain on our **Intelligent Control October 2016** offer you must also pay your energy bills by monthly direct debit or quarterly variable direct debit. If you fail to comply with this condition relating to your payment method we may:

- ask you to pay for your gas or electricity (or both) through a prepayment meter on our prepayment terms; and/or
- end your Online Price Control Agreement and transfer you to our standard variable prices applicable to you.

If your Online Price Control Agreement ends or we take any of the actions listed immediately above this may increase the charges you pay to us and we will give you notice of any such change. You may not be

able to switch back to the **Intelligent Control October 2016** offer at any point in the future.

You cannot be supplied on our **Intelligent Control October 2016** offer if your supply is through a prepayment meter.

If you are an existing npower customer transferring to **Intelligent Control October 2016** you will lose any benefits of your previous npower tariff and may not be able to return to that tariff later.

### Online Price Control Period

These terms apply from the date when we agree we will supply you under our **Intelligent Control October 2016** offer until 31 October 2016 or any earlier date on which you change your tariff or you do not meet the eligibility criteria and your Online Price Control Agreement ends. We call this the Online Price Control Period.

### Our charges

During the Online Price Control Period our prices for electricity and gas will be fixed at the current prices for your area, meter type and the payment method that you opted for at sign up (and may change if you change area, meter type or payment method), these being the prices (standing charge and unit rate(s)) indicated in the **Intelligent Control October 2016** offer on the opening date of the offer. The exception to this is if any charge or cost is imposed by or as a consequence of any action, order, decision or imposition by any governmental, statutory or licensing authority, and, when added to our charges at the time, this causes our prices to exceed the fixed price. If there is a change in the rate of VAT chargeable in respect of the energy we supply, this will cause our charges to change and may increase the charges you pay to us.

There will be no additional charge for the Nest Thermostat which includes standard installation. Additional charges may apply if you are not eligible for standard installation.

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

At the end of the Online Price Control Period, or at the end of your Online Price Control Agreement if this is earlier, and you continue to take supply from us, we will place you on our cheapest standard variable tariff applicable to you, which may be more expensive than your current **Intelligent Control October 2016** offer. We will notify you of your new standard variable prices and the associated estimated annual costs you will pay 42-49 days before the end of your Online Price Control Period. You will pay them from the end of that period, unless we present to you another offer and alternative terms (including prices and estimated annual costs) that we feel may be suitable, and you agree to sign up to those alternative terms.

### Changing your mind

You can cancel your Online Price Control Agreement within 14 days from the date when we tell you that we have agreed to supply you under the **Intelligent Control October 2016** offer. To cancel, simply write to us with your agreement number, saying you want to cancel your Online Price Control Agreement. Address this to: npower, PO Box 9647, Oldbury B69 2PZ. Or, you can email us at [customer.acquisitions@npower.com](mailto:customer.acquisitions@npower.com) or phone us on 0800 316 3375 (free from most landlines) or 0330 100 8674 (included in most 'inclusive minutes' from mobiles). If your Online Price Control Agreement is cancelled in this way but you continue to take supply from us, we will continue to supply you on our standard variable prices applicable to you under our Standard Terms as if you had never been supplied on the **Intelligent Control October 2016** offer.

If you let us know that you have changed your mind about the Nest Thermostat at any time between the end of the 14 day period above and 30 days from the date of installation of your Nest Thermostat (the end of the Nest's Total Satisfaction Return Policy referred to below), your agreement with npower (including your Online Price Control Agreement) will end but supply of one or both of your fuels on the **Intelligent Control October 2016** tariff may have already begun. We will refund any premium you have already paid in comparison with our standard variable prices applicable to you and you will not incur a termination fee. If you continue to take supply from us, we will continue to supply you on our standard variable prices applicable to you under our Standard Terms unless you arrange to switch tariff or supplier.

### Early Exit Fee

If before 12 September 2016 you change your supplier or tariff for electricity or gas, or both, to which your Intelligent Control October 2016 Agreement applies, we may apply a termination fee of £50 in respect of each such fuel ("Early Exit Fee"). You agree to pay any such Early Exit Fee and that we may also take this fee by Direct Debit. We will not apply an Early Exit Fee in relation to this tariff if you change your supplier or tariff on or after 12 September 2016 or in various other specific circumstances set out in this Online Price Control Agreement.

### **Changing your tariff or supplier**

You may end your Online Price Control Agreement or switch supplier without giving us any form of notice but you may incur an Early Exit Fee if you change before 12 September 2016. If you change your tariff during the Online Price Control Period for an alternative npower tariff you will no longer be eligible for the **Intelligent Control October 2016** offer and will be supplied under the terms of your new tariff. You may not be able to switch back to the **Intelligent Control October 2016** offer at any point in the future.

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

### **Moving home**

If you move home your Online Price Control Agreement will end but you will not be charged an Early Exit Fee.

Once installed the Nest Thermostat forms part of your central heating system and we will not transfer it to your new property.

### **About the Nest Thermostat**

The Nest Thermostat only controls heat. If you have an existing programmer for hot water, you will continue to use that to schedule when your hot water is on or off, but you will not be able to schedule it on Nest or on the Nest apps.

To get the most out of your Nest Thermostat you need a computer, tablet or smart mobile with internet access and an up to date web browser, a live broadband connection and a router with power supply to the router.

The Nest Thermostat is not suitable for customers with electric storage heating, electrical under-floor heating or biomass boilers.

Nest's Terms and Conditions contain some important exclusions regarding the functionality and compatibility of the Nest Thermostat. These should be read carefully. No warranty is provided regarding the functionality of the Nest Thermostat, including;

- the compatibility with your smart phone/computer and home internet network; and
- whether the Nest Thermostat will meet your own specific requirements.

You can purchase a stand from us for your Nest Thermostat for £29, (inclusive of VAT) (subject to change and availability). A stand is not compulsory for the functionality of the product but may enhance its visual appearance.

If you are not entirely satisfied with the Nest Thermostat, you have 30 days from the date of installation to change your mind ("Nest's Total Satisfaction Return Policy"). You must follow the instructions set out in Nest's Terms and Conditions in order to qualify for Nest's Total Satisfaction Return Policy. You must also contact us by one of the means specified in the 'Changing your mind' section above. Your energy supply will be transferred to our standard variable prices applicable to you as set out in that section.

By entering into this contract, you agree that delivery of the Nest Thermostat and the Nest stand (if ordered more than 5 days in advance of your installation appointment) will be delivered on or around your installation appointment date, which may be up to 8 weeks from your second fuel supply start date. Delivery could be later if we agree otherwise with you.

Parts required for the installation may be delivered to your property prior to the relevant appointment and you must make arrangements to accept delivery of such parts and take reasonable care of them.

### **About your installation**

Our standard installation package includes the following;

- a pre inspection of your central heating system to determine if it is working, is likely to be compatible to use with the Nest Thermostat and whether you are eligible for standard installation;
- installation of the Nest Thermostat;
- any necessary repair to the building fabric of your property caused as a result of the installation;
- minimum system set-up which includes entering your postcode and connecting to your Wi-Fi system;

- post-installation check to ensure that the Nest Thermostat is functioning correctly;
- a demonstration of the operational and technical elements of the Nest Thermostat; and a 24 month workmanship warranty.

The installation does not include the following;

- redecoration or reinstatement of fixtures and fittings damaged as a result of the installation, unless these were caused by our negligence;
- improvements required to bring your central heating system or your electrics up to current legislative standards;
- the removal of asbestos or any other hazardous substances;
- set up or diagnostics of Wi-Fi connectivity;
- any other costs which are not covered by standard installation, such as additional wiring, additional time because of complexities with your central heating system; or
- any repair, maintenance or servicing of your central heating system.

Your Installation may not go ahead if;

- our installer determines that your central heating system is not in working order. Working order means that your central heating system is safe and operating efficiently. This does not mean that your central heating will be free from all defects (including, without limitation, intermittent defects). Intermittent defect means a reoccurring defect which cannot be identified, causing the central heating system to fail randomly at regular intervals, but otherwise functions satisfactory;
- we believe that there are issues with the electrics at your property that would invalidate the product warranty (see Nest's Terms and Conditions for further details);
- we believe there is a health and safety risk to either yourself or our installer, including the identification of a gas unsafe situation;
- our installer is unable to gain clear access to your boiler and or you are unable to provide a working Wi-Fi code/there is a problem with your Wi-Fi internet connection; and/or
- we have identified that you are not eligible for standard installation and you do not wish to pay any additional costs required for the installation.

### **Additional costs**

Due to varying complexities with individual central heating systems, not all properties will be eligible for standard installation. This may be for a number of different reasons, including complex wiring, additional time or items required for the installation. We will not be able to determine whether your property is eligible for standard installation until we have inspected your central heating system. If your property is not eligible, you will receive a quotation for the required additional work. If you agree with the additional costs, you will need to pay for these over the telephone before the installation commences. If you decide not to proceed with the installation, we will end your agreement with npower (including your Online Price Control Agreement) and transfer you to a new agreement for your energy supply on our standard variable prices applicable to you.

### **Installation appointment dates**

You will need to contact us to arrange a date and time for us to carry out the installation. Appointments are weekdays either morning or afternoon. All appointment dates and times are subject to availability and subject to change. Time of delivery shall not be a condition of the contract. If we are unable to arrange for the installation to be carried out on a specified date or time, then we shall contact you to agree an alternative date or time. We will not be liable for any costs or loss of income that you may incur as a result of any changes to your appointment.

Our installer will require access to your property to carry out the installation. If they are unable to gain access to your property on the agreed date we will contact you to arrange another appointment. In the event of continued failed attempts to gain access to your home, we may (without any liability) end your agreement with npower (including your Online Price Control Agreement) and transfer you to a new agreement on our standard variable prices applicable to you and/or charge additional costs to cover the failed appointments.

If you are unable to be present at the property whilst we are carrying out the installation, please ensure that you have a representative aged 18 or over at the property. They must be authorised to consent to the installation and/or make any payment on your behalf, as may be required in accordance with this Online Price Control Agreement.

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