

Industry Agreement	Any agreement which either you (or your Metering Agent) or we are required to be party to in order to provide or receive the Supply.
Initial Period	The initial fixed period you agree to take supply from us commencing on the Supply Start Date which we will confirm to you.
Inventory	The details of your Equipment to be supplied at an Exit Point as set out in an unmetered Supply certificate issued by the relevant Distributor.
kWh	Kilowatt hours.
Large Gas Supply Customer	Customers that use (or are likely to use) in excess of 732,000 kWh of gas per Site per year.
Licence	A Licence to supply electricity or gas granted under the Electricity Act 1989 and/or Gas Act 1986 (as amended).
Meter	A device for measuring Energy.
Meter Administrator	A person authorised under the BSC to act as a Meter Administrator and appointed by an agreement between you, us and them.
Meter Operator	A person authorised under the BSC to act as a Meter Operator.
Metering Agent	Any person you or we appoint to read, provide or maintain the Meter and ancillary equipment or collect or aggregate data.
MPAN	The unique reference number given to each electricity Meter, also known as a 'supply number'.
MPR	The unique reference number given to each gas Meter.
Month	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 which governs the transportation of gas through each Distributor's Network (as such agreements are varied from time to time).
npower	This means: (i) Npower Direct Limited (registered in England and Wales No. 3782443), or (ii) Npower Limited (registered in England and Wales No. 3653277), or (iii) Npower Commercial Gas Limited (registered in England and Wales No. 3768856). The registered address for all these companies is Windmill Hill Business Park, Whitehill Way, Swindon SN5 6PB.
Our Equipment	Any Equipment owned, operated or installed by us or our Metering Agent at a Site.
Profile Class	A profile of the expected electricity consumption pattern of a specified group of customers.
Re-connect	The reversal of Disconnect and the words 'Re-connecting' and 'Re-connection' shall be construed accordingly.
Re-energise/ Re-establish	The reversal of De-energise/Isolate, and the words 'Re-energising/Re-establishing' and 'Re-energisation/ Re-establishment' shall be construed accordingly.
Registered	The procedures set out under the Network Code and the BSC for being validly registered as the supplier to a Connection Point for gas and electricity respectively and "Registration" shall be construed accordingly.
Renewable Sources	Any source of Energy other than fossil fuel or nuclear, including waste where not more than a specified proportion is (or is derived from) fossil fuel.
Service Upgrade	Any increase in the maximum capacity of an Exit Point or change in premises at a Site.
Security Cover	Security in the form of a cash deposit, letter of credit or a guarantee as specified by us.
Site	Each location at which you wish us to provide a Supply or which we supply under this Contract.
Standing Charge	A daily charge to keep the Site Connected, payable whether a Site is occupied or unoccupied, and which 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 physical Supply of Energy by us under this Contract.
Supply Start Date	Either the date on which we propose to supply you with Energy as agreed with you or the actual date we commence Supply as we reasonably determine.
Termination Fee	The amount calculated by us as described in Condition 8.5.
Transfer Date	The date by which we should become Registered as your supplier which shall (subject to Conditions 2.5 and 2.6) be within 21 days of the day following the Agreement Date.
Unit Charges	The price for the Energy we supply to you at the Connection Point, in pence per kWh, sometimes called 'consumption charges'.
Your Equipment	Any Equipment owned, operated or installed by you or your Metering Agent or a third party on your side of the Connection Point.

npm7241/11.11



Conditions of Supply for Small and Medium Enterprises (November 2011)

1 Introduction

- 1.1 These Conditions apply where we supply your business with Energy (on either a half hourly or non-half hourly basis) and:
 - you have entered into a verbal or written Contract with us (for a metered or unmetered Supply); or
 - we continue to supply you after your Contract with us has ended; or
 - you are a Deemed Customer.
- 1.2 'We', 'us' or 'our' means npower, and 'you' or 'your' means the person or business receiving or intending to receive Energy from us. Words in the singular include the plural and vice versa, and the expression 'including' means without limitation. Terms in initial capitals are explained in the glossary at the end of this document.
- 1.3 In this Contract a reference to any Industry Agreement, legislation, Licence or regulation is a reference to the version currently in force, taking account of any replacement, amendment, modification, extension or re-enactment that may happen from time to time.
- 1.4 You agree and understand that this Contract is legally binding (whether entered into by you or a representative or agent acting on your behalf) and so you must carry out your obligations. If you do not, we may take legal action against you.

2 Before the Supply begins

- 2.1 Our obligation to supply Energy to you under this Contract is conditional on you:
 - 2.1.1 confirming to us that:
 - you have the authority to enter into the Contract to purchase Energy for consumption at the Site; or
 - any representative or agent acting on your behalf has this authority; or
 - you are the owner or occupier of the Site; and
 - 2.1.2 making sure the Site is Connected; and
 - 2.1.3 using the Energy wholly or mainly for business purposes (this includes landlords, management agents or housing associations purchasing Energy for premises where all or some of the Energy is used for domestic purposes); and
 - 2.1.4 providing suitable credit references and Security Cover if we ask you to; and
 - 2.1.5 providing a best estimate of the EAC and/or AQ for each Site; and
 - 2.1.6 providing a Meter reading; and
 - 2.1.7 carrying out your obligations under this Contract; and
 - 2.1.8 if you are a Large Gas Supply Customer, giving us
 - the names and/or job titles of 3 to 5 emergency contacts who have the authority to comply with any direction we give if there is a Gas Supply Emergency; and
 - between 1 and 4 telephone numbers for each emergency contact so that at least one of them can be contacted 24 hours per day; and making sure these details are kept up to date; and
 - 2.1.9 if your annual gas consumption is (or expected to be) higher than 1,464,000 kWh for a Site, also giving us a fax number that is able to receive faxes 24 hours per day as an emergency contact.
- 2.2 If at any time you do not carry out any of your obligations under Condition 2.1, we may stop providing the Supply and we may Disconnect or De-energise/Isolate the Connection Point.
- 2.3 Our obligation to supply Energy to you under this Contract is conditional on us:
 - 2.3.1 confirming acceptance of your verbal or written offer to buy Energy; and
 - 2.3.2 being allowed to supply you under the terms of our Licence; and
 - 2.3.3 being able to confirm the address of each Site, Connection Point, MPAN and/or MPR; and

- 2.3.4 having secured any third party permissions required; and
- 2.3.5 having received credit reports about you which we consider satisfactory and (if we ask for it) having received Security Cover from you; and
- 2.3.6 being able to support the Meter set up at your Site through our existing billing systems; and
- 2.3.7 being satisfied that you have complied with your obligations under Condition 2.1; and
- 2.3.8 being Registered as your supplier to each Connection Point.
- 2.4 Subject to Condition 2.3 and unless the circumstances described in Conditions 2.5 and/or 2.6 apply, we shall become Registered as your supplier by the Transfer Date which shall be within 21 days of the day following the Agreement Date.
- 2.5 We shall become Registered as your supplier by the Transfer Date unless:
 - 2.5.1 having taken all reasonable steps to obtain any missing information from you, you have not provided that information and that information is not readily available from another source; or
 - 2.5.2 you request that the transfer takes place over a longer period of time than 21 days for example where we have agreed a later or deferred start date with you; or
 - 2.5.3 your Distributor is an exemption holder and (a) you or your Distributor require a physical connection to be made which has not yet been made available, or (b) a metering arrangement is required to be entered into and is not yet in place (both in a manner as referred to in the Licence); or
 - 2.5.4 there is any other reason outside of our control and which we have taken all reasonably practicable steps to resolve; or
 - 2.5.5 your existing supplier objects for a reason permitted under its Licence (or in the case of a supply exemption holder where it has a legal right) to our proposed Registration.
- 2.6 Where our proposed Registration is delayed or objected to for any of the reasons set out in Condition 2.5, we will attempt to become Registered as soon as reasonably practicable and in any event within 21 days of the date that the last reason for delay or failure to obtain Registration (as applicable) ceases to apply.
- 2.7 For the avoidance of doubt we will not charge you for the cost of applying for Registration.

3 Our registration as your supplier

- 3.1 You confirm that at the date of this Contract you have no contract, obligation or arrangement which prevents you from entering into this Contract with us for the Initial Period or which will prevent or delay us from becoming Registered as your supplier by the proposed Supply Start Date. This includes any outstanding debt or disputes with your current supplier.
- 3.2 You will not enter into a new contract, or attempt to renew or extend any existing contract (either in writing or verbally) with any other Energy supplier for the Supply of Energy to a Site for any part of the Initial Period.
- 3.3 You will use all reasonable efforts to help us to become Registered as your supplier including (if we ask you to) contacting your current supplier to arrange for any transfer objection to be lifted.
- 3.4 You agree that if we, having used reasonable efforts, are prevented from becoming Registered as your supplier by the proposed Supply Start Date then you will pay us a Cancellation Fee and a Termination Fee, calculated as described in Condition 8.5, where this failure is due to:
 - any reason set out in Conditions 3.1, 3.2, or 3.3; or
 - you (or your representative or agent) having notified us of the incorrect date on which you are able to take Supply from us and which we have treated as the proposed Supply Start Date.
- 3.5 We will not be liable to you for any loss which you suffer as a result of any delay or failure in Registration except in the case of a delay or failure in our becoming Registered as your supplier for

reasons solely attributable to us (provided sub-Conditions 2.3.1 - 2.3.7 are satisfied) and where Conditions 2.5, 2.6, or 11.7 do not apply. In such circumstances our liability to reimburse you for any costs and losses you incur shall in no event exceed the lower of either (i) the difference between the charges incurred by you as a result of such late or non Registration and the charges you would have paid to us under this Contract had there not been such a delay or failure; or (ii) £1,000 (one thousand pounds) only. You must provide proof of payment of charges to your existing supplier for any claim for reimbursement to be considered.

3.6 You agree and acknowledge that the Charges agreed with you in respect of the Initial Period rely on the assumption that we shall become Registered as your supplier by the proposed Supply Start Date. You further agree that in the event of a delay to our Registration which is due to you (including a delay caused by any reason set out in Condition 2.5) you shall be liable to reimburse us for any costs and losses we incur due to such late Registration. In such circumstances we shall (at our absolute discretion) either issue you with a separate bill which you must pay immediately or adjust the Charges payable by you during the Initial Period accordingly.

3.7 Once Registered as your supplier, we may prevent you from trying to take Energy from another supplier at any Site covered by this Contract if:

- changing (or attempting to change) supplier would put you in breach of any of the Conditions of this Contract; or
- you have not paid all the Charges due under this Contract even if this Contract has ended; or
- the new supplier agrees with us that the application for the transfer was started in error; or
- in the case of electricity only, the transfer does not include the simultaneous transfer of all related Connection Points that need to be transferred together.

3.8 Where you wish to transfer to a new supplier and we have no reason to object to such transfer under Condition 3.7, we will take steps reasonably necessary to assist you in such transfer.

4 When the Contract begins and how it can be renewed

4.1 **You and we agree that this Contract will start on the date we accept your contract offer (the Agreement Date). It will continue, as a minimum, for the duration of the initial fixed period you have agreed to take supply of electricity and/or gas from us (the Initial Period). We will write to you to confirm both the Agreement Date and the Initial Period.**

4.2 **To prevent the Contract extending beyond the Initial Period or any subsequent 12 month period (referred to as an Extension Period), the Contract must be terminated. You or we can do this at any time by sending a notice of termination to the other in writing in accordance with Condition 17.4. The email or postal address you must use to send a termination notice to us is business.queries@npower.com or The Correspondence Team, Bridge House, 200 Clough Road, Hull. HU5 1SN. You must include your account number and MPAN/MPR in your notice of termination to us. Notice of termination cannot be given by telephone. The notice of termination must arrive at least 60 days before the end of the Initial Period or any Extension Period.**

4.3 **If you or we do not receive a valid notice of termination as required under Condition 4.2 then this Contract will automatically continue for a further 12 month period (Extension Period), unless you and we both agree otherwise.**

4.4 **We will write to you to confirm the Charges you will pay for any Extension Period at least 90 days before the Initial Period (or any Extension Period) is due to end. We will also send you a Statement of Renewal Terms describing how you can terminate the Contract and the latest date by which we must receive your notice of termination.**

4.5 **If you or we decide to terminate this Contract by giving a valid termination notice, but your new supplier has not started to supply you when this contract ends (or you have not entered into a new contract for Supply with us by this date), then we will continue to supply you on these Conditions but subject to our out of contract default prices (and you will not be a Deemed Customer). We will charge you at these default prices until such time as another supplier becomes your Registered supplier, or you enter into another contract with us for Supply to the Site. Default prices are subject to change and will be notified to you from time to time.**

5 While we are supplying you

5.1 You will pay for all Energy we supply at a Site as set out in Condition 7.

5.2 You will use all reasonable efforts to obtain and maintain Connection throughout the duration of this Contract.

5.3 You agree that by entering into this Contract (where this Contract is for the supply of electricity) you are also entering into the

National Terms of Connection with the electricity Distributor (see Condition 18). You understand that it is your responsibility to agree your Profile Class and Capacity Charges with the electricity Distributor.

5.4 You confirm that the information you or your representative or agent gave to us when we calculated our quotation for the Supply of Energy was correct and that there is no material information which you have failed to give us. You acknowledge that we have relied on this information when we agreed to provide a Supply of Energy under this Contract. If this information is not correct (including information about the Meter, EAC and/or AQ, Profile Class or Capacity Charges) we may amend the Charges.

5.5 If you, your representative or agent or any third party (including your Distributor) gives us incorrect information about the Meter, EAC and/or AQ, your Profile Class or Capacity Charges, we will not have any liability to you for this information, or for any cost or losses incurred by you resulting from this information being incorrect.

5.6 We will carry out our obligations under this Contract with reasonable skill and care.

5.7 Where you are an organisation (including a partnership or joint venture) that consists of more than one person, each person will be jointly and severally liable for your obligations under this Contract.

6 Security Cover

6.1 We may require you to provide Security Cover. If we do, we will explain the procedure when we contact you. We may ask you 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 6.3).

6.2 You will provide Security Cover in the form specified by us. If you provide cash we will return it to you after deducting any amount due to us after you have transferred to a new supplier and after we have received your written request for the return of the Security Cover.

6.3 If in our reasonable opinion you suffer a material adverse change in your financial standing, which we consider reduces your ability to carry out your financial obligations under this Contract, we may require you to provide, increase or replace any Security Cover by an amount or in the form which is acceptable to us within ten (10) days of our request. If you do not do this by the date requested it will be a material breach of this Contract.

7 Charges and payment terms

7.1 We will bill you for the Charges under this Contract either monthly or quarterly (at our discretion) and, unless we have agreed a different timescale with you in writing, you must pay each bill within 14 days of the date of the bill (the 'due date').

7.2 You will pay all bills in full (without deduction) by the payment method agreed with us in GBP (£). A surcharge may be payable if you agree to a payment method other than direct debit.

7.3 If you choose to pay by direct debit (whether on a fixed or variable basis), you must make sure sufficient funds are available. If you cancel your direct debit arrangement with us before the Contract comes to an end this will be a material breach of the Contract.

7.4 If you choose to pay by direct debit but fail to pay by this method, we may add a surcharge to your bill in addition to any other remedies we have under this Contract.

7.5 If you ask us for copies of any bills or statements of account, we may add an additional Charge to your bill to cover our administrative costs. If you dispute any item of a bill or account this will not entitle you to withhold payment of part or all of the bill.

7.6 For electricity, the times for the application of day/evening/night/weekend Unit Charges (where applicable) used in our Charges are those prescribed by your electricity Distributor.

7.7 If you or we do not pay the other any sums of money under this Contract by the due date, then either you or we (as applicable) can charge the other interest on those sums from the date they became overdue for payment. Interest will accrue from day to day and will be compounded monthly at 6% above the current base lending rate of National Westminster Bank PLC, until either you or we (as applicable) pay to the other the sums overdue. We will not pay you interest on any cash you provide as Security Cover.

7.8 If you have agreed to pay by fixed direct debit and you have chosen to end this Contract as set out in Condition 4.2 we will:

- adjust the final debit amount to take account of all the Charges we reasonably estimate to be owing up to and including the date the Contract is due to end; and
- review your account once you have transferred to your new supplier and, if you owe us any cash, we will deduct the amount from any cash we hold as Security Cover; and/or

- send you a separate closing bill which you must pay within 14 days of the bill date.

7.9 We may from time to time send you estimated bills for Charges due under this Contract, and we may base the estimates on:

- historical Meter readings or our estimates of your average daily consumption derived from AQ or Profile Class; or
- information we have about the Meter or Meter readings provided by third parties such as the Meter Operator or Meter Aggregator; or
- Meter readings provided by you.

We will try to make any appropriate adjustments in the first bill we send you after the actual readings become available or the correct Energy consumption is determined.

7.10 Any sums of money you owe to us or to our Affiliates in respect of a supply of Energy that are incurred before the date of this Contract will be treated as owing to us under this Contract.

7.11 We may (if we choose to) purchase electricity from Renewable Sources or Good Quality CHP. If we do we will not charge you the Climate Change Levy on the relevant part of your Supply, but we may apply a charge equal to the Climate Change Levy instead.

7.12 If we purchase electricity from a Good Quality CHP source (as described in Condition 7.11), then for the purposes of the Finance Act 2000 Schedule 6 paragraph 20A(3) we shall be deemed to 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."

7.13 If we purchase electricity from Renewable Sources (as described in Condition 7.11), then for the purposes of the Finance Act 2000 Schedule 6 paragraph 19(2) we shall be deemed to have made the declaration as set out in Condition 7.12, except that all references to Good Quality CHP electricity and exempt Good Quality CHP supplies are replaced by references to Renewable Sources electricity and exempt renewable supplies.

7.14 Unless otherwise stated, prices quoted to you are exclusive of Value Added Tax, the Climate Change Levy and any other tax, charge, levy or duty applicable. We will add to the prices and they will form part of the Charges payable by you: any Value Added Tax, the Climate Change Levy and any other tax, charge, levy or duty which we may reasonably attribute to you or which is imposed upon us.

7.15 We may change the Charges and/or introduce a new Charge at any time if:

- there are any legislative changes or any new tax, charge, levy or duty related to the Supply is imposed on us which affects our costs of providing the Supply to you (for example, if we are required to restrict Supply under any fuel security or emergency code, or if any legislative changes occur which affect the costs of supplying on an industry-wide basis); or
- there is any legislative or regulatory change (including any change to an Industry Agreement) which puts a new obligation on us, or increases an existing obligation on us (for example, an obligation on us to increase the amount of electricity we buy from Renewable Sources or other changes that cause our Renewable Costs to increase, or a new tax, levy or duty is imposed on all Energy suppliers); or
- there are any changes in our obligations, costs or charges we owe to third parties in respect of the Supply, or if new charges are introduced by third parties (for example, if there is a change in Distributor costs or the method used to calculate the Charges for use of the Distributor's Network); or
- there is a manifest error in the Charges we have quoted to you, or we are given any inaccurate information about the Meter, EAC and/or AQ, or Profile Class or where there is a change to your Meter, EAC and/or AQ, or Profile Class.

7.16 If we receive a payment from a Distributor or other third party relating to a loss suffered by you, we will pay you the amount as soon as reasonably practicable.

7.17 We may offset any sums you owe to us under this Contract against any monies we owe to you under this Contract or any other agreement between us.

8 Ending the Contract

8.1 Other than as described in Conditions 4, 8 or 15, you may not end this Contract (or where multiple Sites are supplied, end this Contract in respect of any individual Site) before the end of the Initial Period or any subsequent Extension Period except if:

- you intend to cease trading at the Site and you have informed us in writing that you require it to be Disconnected or De-energised/Isolated (so we will ask you to pay a Disconnection or De-energisation/Isolation fee as applicable); or
- you intend to vacate the Site and have given us details in writing of the new owner and/or occupier of the Site.

In either case you must have given us thirty (30) days' written notice. You will have to pay us for all Charges in respect of the Supply to the Sites as reasonably determined by us until the Site is either Disconnected or De-energised/Isolated or until the date that you vacated the Site (as applicable).

8.2 This Contract will automatically come to an end if:

- we no longer hold or have the benefit of a Licence; or
- a last resort supply direction is given to another supplier in respect of the Sites supplied under this Contract; or
- we cease to be a party to any Industry Agreement necessary to allow us to supply Energy to you or any of the Sites.

8.3 You or we may end this Contract by giving written notice to the other and this notice will come into effect immediately if the other:

- is in material breach of this Contract (including any breach of Condition 2.1) and, if the breach can be remedied, the other has failed to remedy the breach within fourteen (14) days of being asked to do so (which includes a failure by you to pay any bill in full by the due date); or
- ceases to carry on business or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
- makes or proposes any arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement); or
- has a supervisor, receiver, administrator, administrative receiver or any other encumbrancer take possession of or is appointed over the whole or any part of its assets, or any distress, execution or other process is levied or enforced upon the whole or any part of its assets; or
- has any bankruptcy order made against it or action commencing an administration order or the winding-up or dissolution of it (other than for the purpose of reorganisation which has been approved by the other party).

8.4 After termination of this Contract, you will have to pay us for :

- Energy you used before termination based on the Charges, and
- Energy you use after termination based on our out of contract default prices.

All other Conditions of this Contract will apply until the Site is Registered to another supplier. We will continue to be entitled to recover sums that you owe us for Energy used or losses or costs we incurred while this Contract applied, after the Site is Registered with another supplier.

8.5 We may charge you a Termination Fee in respect of any costs, expenses or losses we incur if this Contract comes to an end early because you have failed to carry out any of your obligations as described in these Conditions (including circumstances where a Cancellation Fee is payable by you under Condition 3.4). The Termination Fee will also include the costs of any Disconnection or De-energisation/Isolation works, together with any other costs we incur, including the difference between the Charges for any Energy that would have been supplied to you and the price we could obtain for that Energy in the wholesale markets.

9 Disconnecting or De-energising/Isolating a Site

9.1 We may Disconnect or De-energise/Isolate the Connection Point:

- if you ask us to in writing, as long as you pay the relevant fee and any other Charges outstanding on the account; or
- if required for reasons of safety or security of the Distributor's Networks or to comply with the requirements of any law, regulation or Industry Agreement; or
- if you are in material breach of any of your obligations under this Contract; or
- if you are in breach of Condition 2.1; or
- following termination of the Contract by us under Conditions 8.1 or 8.3; or
- on demolition or substantial redevelopment of a Site, or if we consider it necessary for any other safety reasons.

- 9.2 We do not have to Re-connect or Re-energise/Re-establish the Connection Point until you have:
- asked us in writing to do so; and
 - paid our costs and Charges for Disconnection or De-energisation/Isolation; and
 - paid our costs in relation to the Reconnection or Re-energisation/Re-establishment; and
 - given us any information we reasonably ask for about any change in the owner or occupier of the Site, for example a copy of your tenancy agreement; and
 - remedied any breach to our reasonable satisfaction; and
 - provided any Security Cover we may ask you for.
- We must also be reasonably satisfied that the circumstances relating to any change in the ownership or occupation of the Site do not involve an attempt to avoid payment of Charges.
- 9.3 You will reimburse us for all costs and losses we incur in chasing for payment of any outstanding Charges you owe us under this Contract. These include the cost of a pre-disconnection visit to your Site and fees incurred for obtaining a warrant of entry to De-energise /Isolate the Site. These Charges must be paid within fourteen (14) days of our bill.
- 9.4 You may ask us for an emergency Re-connection or Re-energisation/Re-establishment of your Supply, and we will try do this as soon as reasonably practicable. Our Charges in these circumstances will be higher.
- 9.5 We will not be liable to you for any loss you may suffer as a result of any delay in Re-connecting or Re-energising/Re-establishing your Supply.
- 9.6 For the duration of a pipeline system emergency (as defined in our gas Licence), or if we are required to do so by law, we may stop or restrict the Supply to the Connection Point and you will use your best efforts to refrain from using gas immediately on our instructions or the instructions of an authorised third party, including the relevant Distributor of gas to the Connection Point.

10 Liability

- 10.1 If we fail to carry out our obligations under this Contract we will only be liable to you if our failure directly results in physical damage to your Site, and the maximum amount of compensation that we will have to pay for such damage is £50,000 for each event (or series of connected events) in any 12 month period.
- 10.2 Except in the case of Conditions 8.5 and 10.4, or where you are obliged to reimburse us under this Contract or where we are obliged to reimburse you under Condition 3.5, neither you nor we will have to compensate the other for:
- any loss of profits, damage to reputation or goodwill or loss of expected future business; or
 - any compensation you or we have to pay to any third party; or
 - any other loss which you or we would not reasonably expect to result from a particular type of breach (such as losses resulting from corruption of or damage to any electronically stored data or computer software).
- 10.3 If your or our negligence causes death or personal injury then you or we (as applicable) will reimburse the other for all costs and losses suffered by them as a result of this negligence.
- 10.4 You will reimburse us for all costs and losses suffered by us as a result of any failure by you, your employees, representatives or agents to comply with the terms of this Contract or any law, regulation or agreement (including any Industry Agreement) about the Connection or the use of the Supply (including any provisions relating to the onward supply of Energy to others) or failure to use our or Your Equipment in accordance with all relevant laws and regulations.
- 10.5 The rights and remedies set out in this Contract are the only ones available to you and us, and you and we agree that you and we have no other rights and remedies at law.
- 10.6 Neither you nor we will be liable to the other for any failure or delay in carrying out any obligations under this Contract which are caused by circumstances beyond your or our reasonable control (a 'force majeure' event), such as floods or storm damage, terrorist activity, armed conflict or explosion. For the avoidance of doubt, a lack of funds or the consequences of an economic downturn are not a force majeure event.

11 Measuring the Energy you use

- 11.1 We will measure the amount of Energy you consume using the Meter and standard industry methods. We will use the Meter reading as conclusive evidence of your consumption in order to calculate your bill, unless the Meter is found to be recording inaccurately to a level exceeding that permitted by the relevant regulations. In accordance with Paragraph 2 of Schedule 7 to the Electricity Act we agree with you that the Meter for electricity need not be certified.

- 11.2 Your Equipment is your responsibility. You will maintain it in good working order at all times. You will be responsible for any physical damage or damage to Your Equipment and our Equipment due to overloading (unless the damage is caused directly by us).
- 11.3 If you fail to maintain the Meter in good order, we may De-energise/Isolate the relevant Connection Point until you have replaced the Meter, or restored it to good order at your cost.
- 11.4 If you wish to nominate a third party to act as your Metering Agent (which in relation to advanced meter reading Meters is limited to electricity only) under this Contract (for example to carry out Meter Operator obligations) you must do so when you enter into this Contract with us by giving us details in writing. You may not (except with our written consent) nominate more than one third party to act as your Metering Agent at any time.
- 11.5 If we agree to appoint your nominated third party as Metering Agent on your behalf it is conditional on:
- the Metering Agent being accredited under the BSC to act in such capacity; and
 - the Metering Agent confirming to us in writing before the Supply Start Date that they agree to our terms of appointment; and
 - you and your Metering Agent having in place and maintaining a contract setting out your and your Metering Agent's respective obligations; and
 - you being responsible for paying all your Metering Agent's costs and charges.
- 11.6 You are fully responsible for your Metering Agent's actions and you will reimburse us if your Agent's actions (or inactions) cause you to be in breach of any of these Conditions or otherwise result in us incurring any costs or losses.
- 11.7 If there is a delay to the Supply Start Date caused by the nomination of your Metering Agent as described in Condition 11.4 and we incur any additional costs or losses, you will reimburse us (on demand) for those additional costs or losses.
- 11.8 You will make sure that any Metering Agent we appoint on your behalf as described in Condition 11.5 will:
- promptly give us all information we reasonably ask for to maintain Connection and so that we can calculate the Charges; and
 - give us any Meter information we ask for, in the format, by the method and to the timescales we specify; and
 - make a physical inspection of each Meter (for electricity Meters not less than once in every 2 year period and for gas Meters within 2 years of the previous inspection) and give us a prompt written report of that inspection; and
 - comply with all laws and regulations including BSC and Industry Agreements.
- You will reimburse us for any costs or losses we incur due to any failure by you or your Metering Agent to comply with Condition 11.8.
- 11.9 You may not change your nominated Metering Agent without our written consent.
- 11.10 You will immediately notify us if you or your Metering Agent fails to comply with any of the provisions of the contract between you and your Metering Agent and when such contract ends. If you do not maintain a contract of appointment with your Agent as required under Condition 11.5 or you or your Metering Agent have failed to comply with Condition 11.8 we may de-appoint your Metering Agent and appoint another Metering Agent (who we select) at your cost.
- 11.11 You (and your Metering Agent where applicable) will at all times use the Energy in a safe manner and will not interfere with the Meter, Connection Point or supplies upstream of any Connection Point.
- 11.12 You (and your Metering Agent where applicable) will not use a compressor or any other apparatus that might pose a threat to the security of a Distributor's Network.
- 11.13 If your Energy usage at any Site exceeds the industry requirements for your Profile Class or the registered capacity of your supply point, you will pay for any necessary Service Upgrade to the Meter and/or the Connection to the Distributor's Network.
- 11.14 We may from time to time ask you to read the Meter and give us the Meter reading data. If you do not we may pass on to you the cost of obtaining the reading ourselves. If we make an appointment with you to read or inspect a Meter but we are unable to do so due to your actions, you will pay us an Abortive Visit Charge.
- 11.15 We may increase the Charges if you do not comply with Conditions 2.1 or 11.4 and we provide the Supply to you.
- 11.16 We do not guarantee the accuracy of any data that we may supply to you nor are we liable for any inaccuracy in such data.

12 Access

- 12.1 You will make sure, at your own expense, that we and our Metering Agents will have access to install, test, inspect, repair, replace, remove or to verify the accuracy of any Meter or check meter during normal business hours, on reasonable notice.
- 12.2 You authorise us, our Metering Agents, or any other third party acting on our behalf and the Distributor(s) (including any transporter or shipper of gas involved in the Distribution Network). To enter each Site on written notice at all reasonable times for the purpose of Disconnecting or De-energising/Isolating the Supply.
- 12.3 You will make sure that neither you nor your partners, employees, representatives or agents do anything which might prevent or impede access to a Site by us, our Metering Agents, or any other third party acting on our behalf or the Distributor(s) (including any transporter or shipper of gas involved in the Distribution Network).
- 12.4 You will provide free of charge at each Site supplies of power, water, drainage or protection equipment that we, our Metering Agents, any other third party acting on our behalf or the Distributors (including any transporter or shipper of gas involved in the Distribution Network) may reasonably require.
- 12.5 If you would like a Meter examiner to examine a Meter to confirm the amount of Energy supplied is being accurately recorded by the Meter you can ask us to arrange this for you subject to your paying any applicable fee in advance. The Meter examination fee will only be refunded to you if the Meter is found to be recording inaccurately and beyond the permitted tolerances. If the Meter is found to be recording inaccurately to a level above that permitted by the regulations, we will replace the Meter and adjust your future bills to reconcile the Charges due from you or to us (as applicable).

13 Safety

- 13.1 The electricity supplied may be subject to variations that are permitted by the Electricity Supply Regulations 1988. You accept that we cannot guarantee an unimpaired Supply. If you require such a Supply you must provide for emergency or standby Supply facilities.
- 13.2 You will immediately report any gas leak to the designated emergency contact. The telephone number is 0800 111 999 unless you have been told otherwise.
- 13.3 Emergency electricity and gas services will be provided by or on our behalf. You will reimburse us if we ask you to for any call-out charges we have to pay to a Distributor or our Metering Agents, including those relating to stopping a gas leak or other emergency services on Your Equipment.
- 13.4 If your gas consumption increases so that you become a Large Gas Supply Customer you must comply with the additional requirements as set out in Conditions 2.1.8 and 2.1.9.

14 Unmetered Supplies

- 14.1 Condition 14 applies only where we Supply your electricity via an Exit Point without a Meter.
- 14.2 In addition to Condition 2.1, our obligation to Supply you is conditional on you (or your Meter Administrator) preparing, maintaining and sending to us an Inventory, an EAC and an MPAN for each Exit Point.
- 14.3 You will give us as much notice as possible of any change in your EAC, use of the Supply or if you carry out a Service Upgrade. You do not need to tell us about seasonal variations but you will for example tell us about situations such as outages (whether planned or unplanned) at your Site.
- 14.4 You will reimburse us for any costs or losses we incur if in our reasonable opinion your actual volume consumed is materially different from any EAC provided by you, your representative or agent or your Meter Administrator.
- 14.5 In addition to the Inventory, you (or your Meter Administrator) will give us information about the number and location of the items, 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 BSC.
- 14.6 You (or your Meter Administrator) will notify us promptly and in all cases within one Month of any changes to the Inventory, your EAC, the MPAN or any of the information described in Condition 14.5.
- 14.7 You will reimburse us for any costs or losses we incur if you do not comply with Conditions 14.2, 14.5 or 14.6.
- 14.8 In Condition 11, the term Meter Operator includes Meter Administrator, Data Collector or Data Aggregator as appropriate.
- 14.9 If the Meter Administrator is not performing its duties to our reasonable satisfaction and this failure is not rectified within

three (3) Months from you receiving written notice of this from us it will be a material breach of this Contract.

- 14.10 In addition to your obligation to notify us under Condition 8.3, before you cease to occupy or own a Site, you must inform your Meter Administrator and your electricity Distributor in writing of the date that you will cease to own or occupy the Site.

15 Deemed customers

- 15.1 Condition 15 applies only to Deemed Customers.
- 15.2 Conditions 2.1, 3, 4 and 8.5 do not apply to Deemed Customers.
- 15.3 You can terminate this Contract at any time. Please let us know in advance with 28 days notice by emailing or by post to business.queries@npower.com or The Correspondence Team, Bridge House, 200 Clough Road, Hull. HU5 1SN.
- 15.4 The other Conditions of this Contract shall continue to apply (as long as they do not conflict with this Condition 15) until such time as you either take supply from us under a formal contract or transfer to another supplier further to entering into a contract with such supplier.
- 15.5 Charges will be calculated and applied from either the date of the last Meter reading as supplied by the Meter Operator, or as reasonably estimated by us (unless otherwise agreed between you and us).
- 15.6 Charges for Deemed Customers are subject to change and will be notified to you from time to time.

16 Data protection

- 16.1 We will use the information you give us, or which we legally receive from a third party, to set up and manage your Energy account with us. We may share it with all relevant industry organisations based on agreed industry processes. We may use it and share it with any of our Affiliates to:
- help us identify you so we know who we are talking to; and
 - supply you with Energy; and
 - set up and otherwise manage your account, including collecting debts (as explained in Conditions 16.2 to 16.6 below) and improving our service to you; and
 - help prevent and detect fraud or loss (as explained in Conditions 16.2 to 16.6 below); and
 - assess risk, carry out marketing (unless you have opted out) or market research, statistical analysis, test systems, improve the way that we run your accounts and analyse your account history; and
 - train staff and monitor our services, which may mean that we record our conversations or correspondence with you to make sure we are giving you a good service and complying with our legal and regulatory obligations.
- 16.2 We may:
- conduct searches with credit reference, regulatory and/or fraud prevention agencies for information about you, your business and any other people you are applying with in order to help us make decisions about your ability and that of your business to make payments for the goods and services we can offer you; and
 - together with other organisations, access and use information that credit reference, regulatory and/or fraud prevention agencies give us about you and your business (for example, to verify application details, to help prevent and detect fraud, to manage accounts or services, and to recover debt); and
 - send information about your account and how you manage it to credit reference, regulatory and/or fraud prevention agencies and they may record this information (this may include sharing your account details including information about your payment history and any late or non-payment of bills which may be recorded by credit reference agencies as a debt).
- 16.3 When a credit reference agency receives a search from us, they will record this on your credit file (whether your application is successful or not).
- 16.4 Credit reference, regulatory and/or fraud prevention agencies may share information that we give them about you and your account with other organisations (including commercial organisations and business such as other utility companies, telecommunications and financial services companies) and agencies in order 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 for up to six years after your account with us has been closed (whether or not that debt was settled or action was taken against you to recover that debt).
- 16.5 If you provide information about another person on your application you must have their consent to the use of their

information in accordance with these Conditions. You acknowledge on their behalf that any credit search carried out may also be recorded on their credit file (whether the application is successful or not). If you give us false or inaccurate information and we suspect fraud, we will pass your details to credit reference, regulatory, fraud prevention and/or law enforcement agencies (such as the police and HM Revenue & Customs) who will receive and use this information.

- 16.6 We and other organisations may access (including from countries outside the UK) and use information recorded by fraud prevention agencies.
- 16.7 If you would like more information about the credit reference agencies we use or to view our credit guide please go to www.npower.com/smalluserscreditguide. Alternatively, you can phone us on 0845 166 3360 and we will send you a copy.
- 16.8 We may pass information about you to our agents and service providers for the purposes set out in Condition 16. This may involve passing your information outside of the European Economic Area (EEA) to countries that do not have the same data protection standards as we do in the UK. If we, our Affiliates and/or third parties do this, we will make sure that it happens with the relevant legal protection in place. If we are asked to, we may pass your information on for regulatory purposes to any Competent Authority or as part of a government data-sharing initiative.
- 16.9 If you have given us your mobile phone number or email address (or both), we may use the information to send you service messages or other similar information by text message or email. The aim is to help us manage your account. We will not use the information for marketing purposes unless you have agreed that we can. You must let us know if your mobile phone number or email address changes so that we can keep this information up to date.
- 16.10 You are entitled to see the personal information that we hold about you at any time (this is known as a 'subject access request'). You may do this by calling us on 0845 166 3360 or by emailing Business.Queries@npower.com or by writing to Business Data Protection SARs Team, Bridge House, 200 Clough Road, Hull HU5 1SN. 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.
- 16.11 We may release your account details to any Affiliate or third party we transfer our rights or obligations to under this Contract as described in Condition 17.3.
- 16.12 If we object to your transfer to a new supplier because you owe us money, we may tell the other supplier about the debt.

17 General

- 17.1 We may change these Conditions from time to time to the extent we need to, to take account of changes to any Industry Agreements, the Electricity Act 1989, the Gas Act 1986 (as appropriate) or any other primary legislation, secondary legislation, or any law, regulation, or applicable standard, code or licence issued by a Competent Authority. We do not have to get your consent before making any changes to these Conditions under this Condition 17.1 and such changes will come into effect on the date notified by us to you.
- 17.2 During the term of the Contract and for a period of one year after its termination you and we shall keep confidential the commercial and financial terms of the Contract and shall keep confidential any other information about the business of the other which is stated in writing as being of a confidential nature. This will not prevent disclosures required under Condition 16 or where required by law, the rules of any recognised stock exchange or any Competent Authority.
- 17.3 We may subcontract, assign, transfer or novate any or all of our rights or obligations under this Contract at any time without

notice to you. You will not assign, novate or otherwise transfer any of your rights or obligations under this Contract without our prior written consent.

- 17.4 All notices or other communications sent by you to us under this Contract must be delivered personally or by first class post or email to business.queries@npower.com or The Correspondence Team, Bridge House, 200 Clough Road, Hull. HU5 1SN. All notices or other communications sent by us to you will be delivered personally or by post to your billing address or to an email address provided by you.
- If we deliver a notice in person we will consider it to have been received on the delivery date, or on the next business day if the delivery date was not a business day.
 - If we send a notice by first class post, we will consider it to have been received on the second business day after the day of posting.
 - If we send a notice by second class post, we will consider it to have been received on the third business day after the day of posting.
 - If we send a notice by fax and a valid transmission report is generated, we will consider it to have been received on the day of transmission if sent before 1730 hours on a business day or otherwise on the next business day after transmission.
 - If we send a notice by email, we will consider it to have been received on the day of sending if sent before 1730 hours on a business day or otherwise on the next business day.
- 17.5 A variation to the Contract will only be valid if it is in writing and signed by both you and us.
- 17.6 A waiver of any breach will only be valid if it is in writing and any waiver is without prejudice to any other or future breach.
- 17.7 You and we do not intend that any of the Conditions of this Contract should be enforceable by any person who is not a party to it and agree to exclude the provisions of the Contract (Rights of Third Parties) Act 1999.
- 17.8 This Contract will be governed by English Law and will be subject to the exclusive jurisdiction of the English courts.
- 17.9 Any Condition of this Contract which is declared illegal or unenforceable in whole or in part by any English Court or under any act or rule of law, will to that extent affected be deemed not to form part of this Contract. The validity and enforceability of the remainder of this Contract will not be affected.
- 17.10 This Contract constitutes the entire agreement between us in respect of the Supply and (except for any misrepresentation or breach of warranty which constitutes fraud) supercedes any statement or representation made by you and us except as contained or referred to in this Contract.

18 National Terms of Connection

In the following paragraph the words, "your supplier" will be a reference to npower, and "network operator" will be a reference 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 5137 or see the website at www.connectionterms.co.uk

Glossary

The words in initial capitals in the Conditions are defined below.

Abortive Visit Charge	If we make an appointment with you to read or inspect your Meter but are unable to do so due to your actions, you will pay us a charge which is currently £50 but may be adjusted from time to time.
Affiliate	Any company that is either a parent company or a subsidiary company of npower, or a subsidiary company of one of our parent companies. The terms 'parent' and 'subsidiary' have the meanings given to them in section 1159 of the Companies Act 2006.
Agreement Date	The date that we confirm to you as the date this Contract is accepted by us.
AQ	Estimated annual consumption of gas per Site per year.
Authority	The Gas and Electricity Markets Authority as created under Section 1 of the Utilities Act 2000 or any replacement body.
BSC	The Balancing and Settlement Code designated by the Secretary of State in respect of electricity.
Cancellation Fee	An amount equal to the reasonable costs and losses we incur as a result of a delay or failure to become Registered as your supplier. This is currently £250 per MPAN or MPR but we may adjust the amount from time to time.
Capacity Charge	Charges levied by your electricity Distributor for the agreed capacity of electricity to be made available at the Connection Point in either kilowatts (kW) or kilovoltamperes (kVA).
Charges	All charges specified by us and agreed by you as being due from you in respect of or related to the Supply of Energy under this Contract which may be adjusted or reviewed from time to time including but not limited to: Unit Charges, Standing Charges, (where applicable); Capacity Charges (where applicable); third party charges such as Meter Operator charges (including third party pass-through charges such as reactive power charges), Security Cover where provided in cash; and Value Added Tax, the Climate Change Levy and any other tax, charge, levy or duty which we may reasonably attribute to you or which is imposed upon you (as may be introduced, adjusted or reviewed from time to time).
Climate Change Levy	A charge levied at the rate imposed by the Finance Act 2000 and any related regulations.
Competent Authority	Any court in the UK, the Authority, any local, national or international regulator, inspectorate, Minister, Ministry or public official of the UK or the European Union.
Conditions	These terms and conditions of supply or the relevant Condition (as appropriate).
Connection or Connected	Satisfying all requirements so that we can supply you with Energy at each Connection Point.
Connection Point	The point at which we will supply Energy to you.
Contract	The agreement between you and us for the Supply of Energy at the Connection Point incorporating these Conditions.
Data Aggregator	A person authorised under the BSC to act as a Data Aggregator.
Data Collector	A person authorised under the BSC to act as a Data Collector.
Deemed Customer	The owner or occupier of a Site to which we supply Energy other than under a 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.
De-energise/Isolate	Physically terminating the electricity or gas Supply, for example by removing the fuse and the Meter, or by capping the Supply; and the words 'De-energising/Isolating' and 'De-energisation/Isolation' shall be construed accordingly.
Disconnect	Physically terminating the gas or electricity Supply by severing connection to your Site on the Distributor's Network; and the words 'Disconnecting' and 'Disconnection' shall be construed accordingly.
Distributor	The owner or operator of a network for the distribution of electricity or gas.
Distributor's Network	The system for the distribution of electricity or gas to a Connection Point.
EAC	Estimated annual consumption of electricity per Site per year.
Energy	Electricity or gas (or both).
Equipment	Any equipment including the Meter, pipework, valves, secondary Meters or other apparatus used to transport, measure and control the Supply of electricity or gas and any ancillary equipment which allows the remote retrieval of non-half hourly Meter readings.
Extension Period	A period of 12 Months from the end of the Initial Period and each subsequent period of 12 Months.
Exit Point	A Connection Point where the Distributor has agreed in writing that a Meter is not required.
Gas Supply Emergency	An emergency that can be declared at any time to prevent a dangerous occurrence caused by insufficient gas supplies being available to satisfy expected demand.
Good Quality CHP	Electricity generated at a combined heat and power station, which is exempt from the Climate Change Levy.



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469

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