

# npower Price Control Agreement

## for the Fix and Flicks September 2017 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.

Fix and Flicks September 2017 offers a price fix until 30th September 2017 along with access to a 3 month NOW TV Sky Cinema pass. Energy 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 Fix and Flicks September 2017 tariff you must:

- have us (npower) supply your gas and electricity as a dual fuel customer;
- pay for both your gas and electricity by the same payment method;
- be a domestic customer;
- 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 Fix and Flicks September 2017 offer for both gas and electricity; and
- access your NOW TV Movie pass included as part of the Fix and Flicks September 2017 offer.

If at any time you do not meet any of these eligibility criteria or do not comply with the terms of the Fix and Flicks September 2017 offer, we may end your agreement with npower (including your 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 NOW TV 3 month Movie Pass.

In order to take up and remain on our Fix and Flicks September 2017 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 Price Control Agreement and transfer you to our standard variable prices applicable to you.

If your 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 Fix and Flicks September 2017 offer at any point in the future.

You cannot be supplied on our Fix and Flicks September 2017 offer if your supply is through a prepayment meter. Fix and Flicks September 2017 is available to customers with a Smart meter but 'Smart functionality' is not currently supported.

If you are an existing npower customer transferring to Fix and Flicks September 2017 you will lose any benefits of your previous npower tariff and may not be able to return to that tariff later.

### Price Control Period

These terms apply from the date when we agree we will supply you under our Fix and Flicks September 2017 offer until 30<sup>th</sup> September 2017 or any earlier date on which you change your tariff or you do not meet the eligibility criteria and your Price Control Agreement ends. We call this the Price Control Period.

### Our charges

During the 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 Fix and Flicks September 2017 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. If we provide you with incorrect prices in error we can choose not to go ahead with our agreement with you which means we may end it (including your Price Control Agreement) and we will offer you a new agreement with the correct prices.

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

At the end of the Price Control Period, or at the end of your 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 Fix and Flicks September 2017 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 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 Price Control Agreement within 14 days from the date when we tell you that we have agreed to supply you under the Fix and Flicks September 2017 offer. To cancel, simply write to us with your agreement number, saying you want to cancel your Price Control Agreement. Address this to: npower, PO Box 177, Houghton le Spring DH4 9AQ. Or, you can email us at customer.acquisitions@npower.com or phone us on 0800 316 3375 (free from mobiles and generally free from landlines) or 0330 100 8674 (costs no more than 01 or 02 numbers from landlines or mobiles and part of 'inclusive minutes' from mobiles). We may monitor and/or record calls for security, quality or training purposes. Following cancellation, you will no longer be eligible for the NOW TV Sky Cinema pass included with the Fix and Flicks September 2017 offer. If your 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 Fix and Flicks September 2017 offer.

### Early Exit Fee

If before 13th August 2017 you change your supplier or tariff for electricity or gas, or both, to which your Price Control Agreement applies, we may apply a termination fee of £20 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 13th August 2017 or in various other specific circumstances set out in this Price Control Agreement.

### Changing your tariff or supplier

You may end your 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 13th August 2017. If you change your tariff during the Price Control Period for an alternative npower tariff you will no longer be eligible for the Fix and Flicks September 2017 offer and will be supplied under the terms of your new tariff. You may not be able to switch back to the Fix and Flicks September 2017 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 Price Control Period, and we receive formal notice of a switch within 20 working days of the end of the Price Control Period, then until you leave you will pay the charges as per this Price Control Agreement. If you change tariff with us following that notice and prior to the end of the Price Control Period then you will pay the charges as per this Price Control Agreement until you move to your new tariff.

### Moving home

If you move home you may be able to transfer this Price Control Agreement to your new home if you continue to meet the eligibility criteria and:

- you let us know that you would like to transfer the Price Control Agreement to your new home when you tell us about your change of address; and

- we reach a mutual agreement to continue with the Price Control Agreement at your new home.

If we agree a transfer with you, the energy prices you will pay for your supplies for the rest of the Price Control Period will be the prices under the Fix and Flicks September 2017 offer applicable to your new home. Those prices may be different from the prices in your present home, for example due to regional variations in our prices or different metering.

If you don't transfer this Price Control Agreement to your new home it will end and you may incur an Early Exit Fee.

3 month NOW TV Sky Cinema pass

To be eligible you must be aged 18 or over and be resident in the UK.

By signing up for the Fix and Flicks September 2017 offer you agree that your details will be passed to the Marketing Lounge Partnership Limited (Company number 06467245), The Stables, Home Farm, Mere, Cheshire WA16 0PX, who will email you a link to your unique NOW TV Sky Cinema pass code within 28 days of your second fuel supply start date.

Your code must be redeemed by 23:59 on 31st December 2016 and the NOW TV Sky Cinema pass must be activated within 365 days of being redeemed. Once activated, the 3 months run consecutively.

The NOW TV Sky Cinema pass automatically renews at £9.99 a month unless you cancel it, you can cancel at any time. You must set-up a NOW TV account, provide valid credit/debit card details and agree that your card will be debited after the initial 3 month period.

Content is streamed via broadband/3G and costs may apply. The minimum speed required is 2.5Mbps via broadband and 450Kpbs on mobile networks. You can register up to four compatible devices and two can watch at the same time. Only one promotional code is available per household.

Existing NOW TV customers are eligible but must be in the final 30 days of any existing NOW TV Sky Cinema pass offer to be able to redeem the code. The 3 month period will begin at the end of current trial or paid-for subscription.

npower accepts no liability in relation to the NOW TV Sky Cinema pass once the code is provided. The NOW TV Sky Cinema pass is subject to the terms and conditions of NOW TV. For further information about the NOW TV Sky Cinema pass visit [nowtv.com/movies](http://nowtv.com/movies).

npower tariff payments are inclusive of cost of NOW TV Sky Cinema pass.

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