

# npower Price Control Agreement

## for the Protect and Fix April 2018 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.

**Protect and Fix November 2016** offers a price fix until 30th April 2018 along with 2 battery operated Nest Protect smoke and carbon monoxide alarms ("**Nest Protect Alarms**"). 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 **Protect and Fix April 2018** 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 **Protect and Fix April 2018** offer for both gas and electricity; and
- take delivery of 2 Nest Protect Alarms included as part of the **Protect and Fix November 2016** offer.

If at any time you do not meet any of these eligibility criteria or do not comply with the terms of the **Protect and Fix April 2018** 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 Nest Protect Alarms and will return them both to us.

In order to take up and remain on our **Protect and Fix April 2018** 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 **Protect and Fix April 2018** offer at any point in the future.

You cannot be supplied on our **Protect and Fix April 2018** offer if your supply is through a prepayment meter. Smart meter functionality is not currently available with **Protect and Fix April 2018**.

If you are an existing npower customer transferring to **Protect and Fix April 2018** 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 **Protect and Fix April 2018** offer until 30<sup>th</sup> November 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 **Protect and Fix April 2018** 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 **Protect and Fix April 2018** 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 **Protect and Fix April 2018** 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 2 Nest Protect Alarms under the **Protect and Fix April 2018** 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 **Protect and Fix April 2018** offer.

In addition to the above cancellation right, you shall also be able to cancel the Price Control Agreement by letting us know that you have changed your mind about having the Nest Protect Alarms at any time between the end of the 14 day period above and 30 days from the date of dispatch of the alarms to you ("**Nest's Total Satisfaction Return Policy**"). You must follow the instructions set out in the manufacturer's ("**Nest's**") Terms and Conditions (a copy of which can be viewed at <https://nest.com/uk/legal/terms/>) in order to qualify for **Nest's Total Satisfaction Return Policy**.

If you let us know that you have changed your mind about having the Nest Protect Alarms, your agreement with npower (including your Price Control Agreement) will end but supply of one or both of your fuels on the **Protect and Fix April 2018** tariff may have already begun. We will refund any premium you have already paid in comparison with our standard variable prices applicable to you. 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.

If you have cancelled your Price Control Agreement or have told us that you do not wish to have the Nest Protect Alarms, you will no longer be eligible for the Nest Protect Alarms under the **Protect and Fix April 2018** offer. If you have already received the Nest Protect Alarms, you will be required to return them to us within 7 days of notifying us of your change of mind. Please contact us on 0800 197 4704 (free from mobiles and generally free from landlines) or 0330 100 0167 (costs no more than 01 or 02 numbers from landlines or mobiles and part of 'inclusive minutes' from mobiles) for a pre-addressed courier bag for return of the Nest Protect Alarms. In the event that the Nest Protect Alarms are not returned to us or we find that the Nest Protect Alarms have been damaged or used, we may recover the cost of the Nest Protect Alarms from you. We advise that you retain any proof of postage for the return of the Nest Protect Alarms.

You must not send the Nest Protect Alarms back to the manufacturer.

### Early Exit Fee

If before 13th March 2018 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 £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 13th March 2018 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 March 2018. If you change your tariff during the Price Control Period for an alternative npower tariff you will no longer be eligible for the **Protect and Fix April 2018** offer and will be supplied under the terms of your new tariff. You may not be able to switch back to the **Protect and Fix April 2018** 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 **Protect and Fix April 2018** 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.

The Nest Protect Alarms are portable.

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

#### **About the Nest Protect Alarms**

By signing up to the **Protect and Fix April 2018** tariff, you agree to take delivery of the 2 Nest Protect Alarms and that this may be up to 14 days from your second fuel supply start date.

The Nest Protect Alarms must be used in accordance with any of Nest's applicable terms and conditions and instructions.

The Nest Protect Alarms are not authorised for re-sale.

#### **Delivery of the Nest Protect Alarms**

The Nest Protect Alarms shall be delivered to you either by courier, standard Royal Mail post or other similar service.

In the event that the Nest Protect Alarms are damaged upon delivery or are not to your reasonable satisfaction, we ask that you notify us within 14 days of delivery and return the unused alarms to us. Please contact us on 0800 197 4704 (free from mobiles and generally free from landlines) or 0330 100 0167 (costs no more than 01 or 02 numbers from landlines or mobiles and part of 'inclusive minutes' from mobiles) for a pre-addressed courier bag for return of the alarm(s).

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