

# **Standard terms for supplying electricity and gas to domestic customers**

**October 2013**

## **Glossary**

### **agents and service providers**

Agents provide services on our behalf.  
Service providers provide services to us.

### **central charge database**

A database which holds details of all green deal plans, the green deal providers, green deal financiers, green deal charges and green deal bill payers which is used to facilitate all green deal arrangements.

### **domestic customer**

Someone taking gas or electricity (or both) totally or mainly for home use – not a business premises (it can include an organisation using energy in a residential property, e.g. a landlord using energy to provide frost-protection in a vacant property).

### **energy ombudsman**

An independent organisation that deals with customer complaints about energy supply.

### **Energy Sure**

An industry-wide initiative to promote best practice in selling gas and electricity.

### **gas transporter**

A company who transports gas around the gas network.

### **Green Deal arrangements agreement**

The agreement between suppliers, Green Deal financiers and Green Deal providers which sets out the procedures and practices to be followed by the parties in relation to the collection of Green Deal charges from Green Deal bill payers and the payment of those charges to the Green Deal providers or financiers (as applicable) and the entry of data into the central charge database.

### **Green Deal bill payers**

The person who is responsible for paying the electricity bill at the green deal property where the green deal plan applies.

### **Green Deal charges**

The costs of the Green Deal plan broken down into a daily charge which are set by the green deal provider and collected by us.

### **Green Deal financier**

A party who agrees to take over the financing of the green deal plan from the green deal provider, where this happens the green deal financier will replace the green deal provider in relation to any payments being made by you under the green deal plan.

### **Green Deal home or property**

A property which is subject to a green deal plan.

### **Green Deal ombudsman**

An independent organisation that deals with customer complaints relating to Green Deal plans.

### **Green Deal plan**

A plan set up for the installation of energy efficiency measures or improvements made (or to be made) to a property by a Green Deal provider where the costs of such energy efficiency measures or improvements will be recovered by the Green Deal provider in the form of Green Deal charges.

### **Green Deal provider**

The party responsible for providing or installing the energy efficiency measures or improvements to a property under a Green Deal plan.

### **liability**

What you and we are responsible for in law.

### **local network operator or network operator**

The company which operates the local distribution network through which your electricity or gas is supplied.

### **master registration agreement**

The agreement of that name required to be maintained pursuant to the electricity distribution licence conditions, which sets out the change of supply process and meter point registration.

### **meter**

The device fitted to record the energy you use. It also includes any associated equipment.

### **non-standard product**

A product we supply which has extra terms that apply along with these standard terms of supply (this may depend on the tariff that applies).

### **npower group company**

The current npower group includes the following companies.

#### **RWE AG**

RWE Npower plc (company number 3892782)

Npower Commercial Gas Limited (company number 3768856)

Npower Direct Limited (company number 3782443)

Npower Limited (company number 3653277)

Npower Gas Limited (company number 2999919)

Npower Northern Limited (company number 3432100)

Npower Northern Supply Limited (company number 2845740)

Npower Yorkshire Limited (company number 3937808)

Npower Yorkshire Supply Limited (company number 4212116)

The address of RWE AG is Opernplatz 1, 45128 Essen, Germany.

The address of the other companies in the npower group is Windmill Hill Business Park, Whitehill Way, Swindon SN5 6PB.

### **Ofgem**

The Office of Gas and Electricity Markets – they regulate Britain's gas and electricity industries.

### **prepayment device**

A device that is used to top up a prepayment meter with credit which, for example, may be a card or a key.

### **smart meter**

A meter that records the amount of energy you use and can send this information to us remotely (removing the need for a meter reader to visit), as well as receiving information sent from us to the meter.

### **Smart Meter Installation Code of Practice**

The code of practice of that name which governs the installation of smart meters.

### **subcontractor**

A person or company who carries out work for us.

### **tariff**

The rate or rates for each unit (kilowatt-hour or kWh) of electricity or gas (or both) that you use under this agreement (including any daily standing charge) plus any other charges.

### **we, us, our**

npower, which is the company that supplies electricity or gas (or both) to your home – see 'Who supplies your gas or electricity (or both)'.  
**working day**  
Any day other than a Saturday, a Sunday, Christmas Day, Good Friday or a bank holiday.  
**you**  
The person, or organisation taking the supply of gas or electricity (or both).

## About these terms

These terms cover separate agreements.

**Part A** contains the terms of your agreement with us to supply gas or electricity or both.

**Part B** is a standard agreement between you and the local network operator who distributes electricity for us to supply to you.

These agreements only apply if your home or property is connected to the mains (local network) supplying electricity or gas. If it is not, you must make separate arrangements with the local network operator for that connection.

### Part A

#### About this agreement

##### 1. Standard agreement with npower for supplying gas or electricity (or both)

**a** These are the standard terms of our agreement with you. You may have agreed to extra non standard product terms depending on the tariff which applies. We have designed these standard terms and prices for single, domestic premises with an individual meter. By entering into this agreement, you agree that you are a domestic customer. If you stop being a domestic customer and become a business customer instead, you agree to let us know within seven days of the change taking place. This will allow us to arrange for your supply to be transferred over to our standard business terms or to a new supplier.

**b** This agreement is based on the information you have given to us, either directly or through an agent. If we cannot check any important information about you or your meter or the information available is not up to date, or the information you have provided is significantly inaccurate, false or misleading, or we cannot supply a customer with your type of meter or metering arrangements, we can choose not to go ahead with our agreement with you, or we may offer you different terms to reflect your supply circumstances. We may also choose not to go ahead with our agreement with you, or offer you a different payment option, if your meter or metering arrangements are not suitable for the tariff or payment option you have chosen. We will write to you to offer you any such alternative. If you don't object or if you choose not to cancel your contract, we will assume your acceptance of the alternative offered. We may ask you to change your meter or metering arrangements before we can supply you if that is necessary to enable us to supply you and we have no right to make those changes for you. You will need to arrange for this to happen (at your own cost) before we can begin supply.

**c** If during the change of supplier process we provide you with incorrect prices in error we reserve the right to change your prices by notifying you of the correct prices. If you receive such a notification from us then you will either be given the option to accept the revised terms and continue with your registration with us (if we spot the error in time) or where you have already transferred over to us we will notify you of the correct prices and the terms of clause 6 will apply. Where you are already a customer and you select a new or different non standard product and we provide you with incorrect prices in error we also reserve the right to change your prices by notifying you of the correct prices.

**d** We can refuse to supply premises under these standard terms if they are split up into more than one home whether or not each home has an individual meter.

##### 2. Who supplies your gas or electricity (or both)

npower is our trading name and we supply gas or electricity (or both) to you. The full name of the npower company that supplies you will be shown on the front of your agreement (if in written form) or in the correspondence

sent to you to confirm your agreement with us (for example, if you have entered into an agreement with us over the phone or online). You may receive your gas or electricity bill (or both) from any npower group company. Any npower group company may ask for or collect payment from you for any other npower group company. If we supply both your gas and electricity, we do so under separate agreements, although you may receive a combined bill (which will show your gas and electricity charges separately).

##### 3. When this agreement starts

- a** Each separate agreement for gas or electricity runs from the date that you:
- signed it
  - accepted it on the phone; or
  - sent in an online application (either direct or through an online agent).

If none of these apply to you, the agreements start when you start taking the supply.

**b** If we are taking over from another supplier, we must complete the transfer within 21 days of the day after the date you entered into an agreement with us (that is 22 days from the date you entered into the agreement); or where a cancellation period applies (which cannot be longer than 14 days) within 21 days of the day after the end of the cancellation period (that is 22 days after the end of the cancellation period).

**c** However, we do not have to complete your transfer within the period set out above if:

- i you ask for the transfer to take place at a later date;
- ii you withdraw your request to transfer your supply by telling us that you no longer want to change supplier;
- iii your old supplier has objected to the transfer;
- iv after taking all reasonable steps, we still do not have all the information we need from you to complete the transfer, and that information is not readily available from another source; or
- v after taking all reasonable steps, we are prevented from completing the transfer due to any other reason which is beyond our control.

**d** If the transfer has been delayed for one of the reasons set out at iii, iv or v above, once that reason no longer applies we will complete the transfer as soon as we reasonably can, and at the latest within 21 days of the date that the reason for the delay no longer applied (unless you no longer want to continue with the transfer).

**e** You agree to your old supplier:

- giving us all your relevant details to help with your transfer; and
- transferring to us the right to collect any debt you owe to that supplier and passing over all relevant account information.

##### 4. Changing your mind

You can cancel this agreement within 14 days from the date you signed it, accepted it on the phone or made your application online. To cancel, simply write to us with your agreement number, saying you want to cancel. Address this to: npower, PO Box 9647, Oldbury B69 2PZ. Or, you can email us at 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). You may also use the cancellation form left with you if you signed in person. You may end your agreement with us at any time as described below under 'Ending this agreement and changing supplier'.

## Charges

### 5. Our charges

You agree to pay our charges based on the tariff which applies. You can find details of our charges and how we work out our charges in any 12-month period on your bill, in our tariff literature, on [npower.com/prices](http://npower.com/prices) or by calling customer services. We will add VAT at the appropriate rate to our charges if this applies.

### 6. Changes to our charges or the terms of this agreement

a We may change our prices, change or remove discounts, change the way we charge for gas and electricity or change these terms and conditions. If we increase our prices or make any other change to the terms of this agreement which significantly disadvantages you (for example, we increase our prices or move you to a more expensive version of your tariff because you no longer qualify for discounted rates or charges), we will tell you about the changes at least 30 days before they begin to apply. If you do not accept the changes, you may end this agreement and change supplier. If you tell us that you are ending this agreement and changing supplier, the changes we make will not apply to you as long as:

- you tell us that you are ending this agreement, and are changing supplier, on or before the date when the changes are due to apply; and
- within the 15 working days after you tell us that you are changing supplier, we receive notice from another supplier that they will begin to supply your home within a reasonable period of time.

b If you owe us money and we object to you transferring your supply to another supplier, if you still want to leave you must pay us any money you owe within 30 working days of us telling you that we object to the transfer. If you don't pay the money you owe within 30 working days, the changes we told you about will apply. As well as paying this money, you should also get in touch with your new supplier to make sure that they will register you as their customer within the 30-working-day period.

c When we change prices, we'll estimate the meter reading on the date the price change takes place. We'll use this reading to work out your charges at the old prices up to the date we change the price (unless you give us an actual meter reading on that date, in which case we will use that to work out your charges). We will then use the new prices from that date.

### 7. How any discounts will be applied to the prices you pay

#### Payment by Direct Debit

a If we offer a discount on your tariff for paying for energy supplied by Direct Debit, that discount may be applied through either:

- i a lower daily standing charge, or
- ii a lower unit rate,

than we charge other credit customers on the same tariffs who pay by other means.

b Alternatively, any discount offered on your tariff may be either a one-off discount or a regular discount (provided you meet the conditions which apply to the discount) credited to your account in line with the terms of the relevant offer on or before the last day of the 12-month period which started when you became eligible for the discount, and again during each further 12-month period, for as long as you are entitled to the discount. We may credit part of a discount at a point during the 12-month period which it relates to, and from which point all further 12-month periods (for the purposes of any discount) will run. We may apply the discount as a single amount off your charges for the relevant 12-month period, or as a series of deductions.

c If you pay by monthly Direct Debit and your tariff is discounted as set out in a(i) or (ii) above or you receive a separate discount, this will be taken into account by us when working out your monthly payments for the first 12 months from the date you set up your Direct Debit arrangement, or for as long as we decide for the tariff or offer that applies to you.

d If you agree to pay your energy charges by Direct Debit but that arrangement fails to operate, for example, if you cancel your Direct Debit or your Direct Debit fails, we may transfer you to the non-Direct Debit version of your tariff (where your tariff has discount rates or charges) and will give you notice of any change to the terms of this agreement. Where your tariff doesn't have discounted rates or charges, you may not receive your discount. In either of these cases your monthly payments may not be enough to pay for your usage and then there may be an outstanding balance due for payment immediately.

#### Dual Fuel

e If we offer a discount on your tariff for taking both electricity and gas from us at the same premises it will be applied either as a pence-per-day credit or in accordance with clause 7b.

#### Online Account Management

f If we offer a discount for online account management it will be applied as a pence-per-day credit or an adjustment to the unit rate or standing charge. In order to qualify for such a discount you must:

- provide a valid e-mail address so that bills, statements and all other correspondence can be provided by e-mail; and
- Agree to accept and, wherever possible, make all communications with us online or via email.

If you agree to online account management but that arrangement fails to operate, for example, by failing to provide or maintain a valid e-mail address, we may transfer you to a different tariff and will give you notice of any change to our terms and conditions.

#### Other

g If we offer any other discounts, for example, a bundled discount (where another product or service is provided as part of the gas or electricity contract) or an upfront discount (allowed before the supply of energy begins) we will specify the conditions relating to that discount in the supplementary terms and conditions applicable to that non-standard product.

h If you have a dual fuel account with us:

- you will receive combined gas and electricity bills (rather than receiving separate bills for each fuel); and
- you must make combined gas and electricity payments (rather than paying for each fuel separately).

i Any combined bill will show the charges for gas and electricity separately.

j If you move to a house supplied by npower, you may not be able to transfer your discount. You should check the details of your offer and any extra terms and conditions that apply. You can find details of our discounts on [npower.com/discounts](http://npower.com/discounts) or by calling customer services on 0800 073 3000 (free from most landlines) or 0330 100 3000 (included in most 'inclusive minutes' from mobiles).

## 8. Meter readings

a You must give us meter readings at least every six months. This will help us to make sure your bills are as accurate as possible. We may ask you to provide more frequent meter readings depending on your method of payment.

b When we produce your bill or statement, we will, if possible, use a meter reading that we or you have taken

(this is an 'actual meter reading'). If no actual meter reading is available, we will produce a reasonable estimate of usage at your property. You agree to pay the estimated amount or give us an actual meter reading. We will send a new bill based on this reading (unless you agree otherwise) or, if no bill is due at that time, we will use this when we work out your next bill (unless a further actual meter reading is provided).

- c If you take both gas and electricity from us, and you want to update your energy usage, you must give us both meter readings, even if only your gas or your electricity usage has been estimated. If we do not receive meter readings for both fuels, the fuel without an actual meter reading will be estimated when we next send you a bill. When we receive an actual meter reading from you or a meter reader which shows us that any previously estimated meter readings we used to prepare your bills may have been over or underestimated, we may cancel and replace the relevant bills. If we do this, we will use the actual meter reading and the typical energy usage of gas and electricity (whichever is appropriate) for the relevant time of year to prepare a more accurate estimated meter reading for the earlier bills. If any price change has taken place in the meantime, we will use the relevant prices before and after the price change when working out the new bill. This will be based on our revised reasonable estimate of the meter reading at the date of that change, unless you provide us with your own meter reading at the date of that change.
- d If your home shares an unmetered supply of gas or electricity (or both) with other premises (for example, electricity used in shared parts of a building divided into flats), we may estimate the amount of gas or electricity (or both) used and charge you an appropriate share.
- e If, in our reasonable opinion, the meter reading you provide is not accurate, we will not use it, but we will try to contact you to get a new meter reading to use instead.
- f If, for any reason, your meter does not register any gas or electricity used, you agree to pay the amount that we reasonably estimate you have used.

#### 9. Other charges we may make

- a We may charge to recover any reasonable costs of collecting payments from you. These may include the following.
  - i Costs we pay to recover money you owe us, which may include costs of visiting your home (unless the reason for the visit is beyond your reasonable control)
  - ii Administration costs involved in collecting your debt (including the cost of any phone calls made to you by us or our agents)
  - iii Costs of applying for and getting a warrant of entry and carrying it out
  - iv Costs of tracing you if you have moved and not given us a forwarding address
  - v Green deal charges for energy efficiency measures or improvements that you, or a previous occupant of your property, have made in your home (see clause 46 for the additional terms and conditions that apply to green deal).

#### 10. Costs to do with unaccepted payments

- a We may also charge to recover any reasonable costs we have to pay if:
  - we have to return a cheque to you, or a Direct Debit payment is rejected because there is not enough money in your account; or
  - you send us a post-dated cheque (that is, a cheque with a future date written on it) or if we have to pay costs to give you copies of cheques and bills.

#### 11. Costs to do with your meter (whether it is a credit meter or a prepayment meter)

- a We will charge to recover any reasonable costs of the following.
  - i Changing your meter if you ask us to, unless you are disabled and you cannot use your existing meter
  - ii Changing your meter when you become our customer if your type of meter is not one that we can support on our system
  - iii Moving your meter, unless you are of state pension age, disabled or chronically sick (see below 'About your meter')
  - iv Repairing or replacing a damaged meter or meter seals, if the damage is your fault
  - v Disconnecting or reconnecting the supply if you ask us to
  - vi Carrying out a meter accuracy test if you ask for this and we do not find a fault with the meter (which may include the costs of any visits to your home where we do not find a fault with the meter)
  - vii Getting a warrant to enter your home if you refuse to let us in, and reasonable costs related to entering your home with the warrant
  - viii Dealing with something you do that breaks the terms of this agreement.

#### 12. Costs to do with your prepayment meter

- a We may also charge to recover the reasonable costs of the following.
  - i Replacing a prepayment device and the reasonable costs of getting it to you
  - ii Visits to your premises by our agents if you have contacted us to tell us that you have run out of credit due to a fault with your prepayment meter or prepayment device (or both) if we cannot find a fault and the visit results in credit being added to your prepayment meter by our agents
  - iii Fitting a prepayment meter to avoid cutting you off (we may decide not to enforce these charges depending on your circumstances)
  - iv Changing a prepayment meter to a credit meter if you ask us to make the change and we agree to do so
  - v Our agents visiting your premises if you have not taken reasonable care of the meter, and the reasonable costs of repairing or replacing the meter.
- b We will not charge you for replacing a smart prepayment meter with a traditional prepayment meter where you are switching to us from another supplier.

#### Payment

#### 13. When payment is due

- a Payment is due when we bill you but we will give you a reasonable amount of time to pay. You must pay the amount shown on your bill in full on or before that date unless we have agreed a different payment arrangement with you. Once a demand for payment has been made (i.e. you have been billed) if that bill remains unpaid for a period of at least 28 days, we have the right to object to you transferring to another supplier until you have paid your account in full. If there is a genuine dispute about any amount, you must pay the amount you agree you owe. When we have settled the matter, we will adjust the bill as appropriate. If you are entering into this agreement together with other people (such as your partner), you are each responsible for paying all amounts until they are paid in full. If you owe us money we will use any payments you make to pay off the oldest debt first.

- b If you fail to pay your bill or we believe that you are at risk of failing to make the payments that are due to us, we will assess your ability to pay and where appropriate we may change the frequency at which you receive your bills. We will notify you before we make this change.

#### 14. Instalment plan and payment scheme

- a If you cannot pay your bill, we may offer you an instalment plan instead of fitting a prepayment meter. This plan will spread the money you owe us over a period of time and at a rate that should be affordable for you. It is a condition of the instalment plan that you also agree a payment scheme to pay for your energy use. You can pay off the full amount you owe at any time before the instalment plan ends.
- b While you still owe us money under your instalment plan, you may not be able to change supplier. If you move home, you will have to pay us the full amount you still owe under the instalment plan, unless you ask us to transfer the amount over to your new address and you continue to take your supply from us. We will set up a new payment scheme and instalment plan for your new address.
- c If you fail to make any payment due under the instalment plan, the plan will automatically end and we may install a prepayment meter instead to help you pay for the energy you use and recover any money you still owe us.

#### 15. Refunding money we owe you

We may keep any money we owe you, and use any payments you make or any security deposit you have paid, to reduce any debt you owe us or any of our other group companies. We may do this if the debt is to do with supplying gas or electricity (or both) or the terms of your agreement. This will include any special terms you have agreed to. The amount we keep will not be more than the amount you owe us.

#### 16. Asking for a deposit

- a We may ask you to pay a reasonable amount upfront – a deposit – as security against payment for your gas or electricity (or both). We may do this to protect us against likely loss in the event that you break the terms of this agreement. We will not ask for a deposit if you choose to pay for your gas or electricity (or both) through a prepayment meter and it is safe and reasonably possible for you to use a prepayment meter. We will only ask for a deposit if it is reasonable for us to do so in the circumstances. If we ask you for a deposit and you do not pay it, we may be entitled to:
- refuse to supply gas or electricity (or both) to you; or
  - cut off your gas or electricity (or both) until you pay the deposit (plus any reasonable costs we have as a result of cutting off and reconnecting your supply).

- b Supplemental terms and conditions will apply to any security deposit we ask for. These will be provided to you when we ask for the deposit or are available at [npower.com/terms](http://npower.com/terms) or you can request a copy by calling 0800 073 3000 (free from most landlines), or for mobiles 0330 100 3000 (included in most 'inclusive minutes' from mobiles).

#### About your meter

##### 17. Damage to the meter

- a You must take reasonable care to make sure that the meter is not interfered with or damaged.
- b If you notice any damage to your meter, or if you suspect that someone has interfered with your meter, you must tell us as soon as possible.

##### 18. Position of the meter

Our meter readers must have easy access to read your meter. The meter must also be in a safe, secure and weatherproof position. If it is not, or is not easy to get at, you must provide a suitable position and allow us to

move the meter. You agree to pay our reasonable costs for moving the meter unless the unsuitable position was our fault or you are of state pension age, disabled, or chronically sick.

##### 19. Access to your meter

You will need to give us reasonable access to read, install, test, inspect, repair, remove or replace your meter when necessary. We may also need access to convert your meter from a 'credit' setting to a 'prepayment' setting (or vice versa), or to cut off or reconnect your supply.

##### 20. Prepayment meters

- a You may ask us for a prepayment meter. We will install one for you if we reasonably can or, if you have a type of meter we can convert from a credit setting to a prepayment setting (either remotely by using the wireless network or by inserting a prepayment device into the meter), we may do that instead. Please remember that a prepayment meter may be more expensive than other ways to pay for energy.

- b We may ask you to pay for your gas or electricity (or both) through a prepayment meter on our prepayment terms. We may do this if:

- you failed our credit checks;
- a prepayment meter is already installed;
- we have reason to believe that someone has tampered with an existing meter; or
- you owe us money and by installing a prepayment meter we can avoid cutting off your gas or electricity (or both).

- c If you have a prepayment meter fitted then you will be provided with some supplemental terms and conditions either by us or by an agent acting on our behalf who provides you with the key/card for you to add credit to your meter which, for example, will explain:

- how credit can be added to your prepayment meter,
- your meter displays, etc

- d If you have got into debt and you are paying off the money you owe us through a prepayment meter you must make the weekly repayments we have agreed with you to make sure you pay back the money you owe us. You will need to add more credit to your meter over and above the repayment we have agreed with you to pay for your ongoing energy use.

- e If you fail to keep up with the repayments we have agreed with you (for example you fail to top up your meter with credit) we will review your ability to pay and we may, where appropriate:

- ask you to repay the total amount you owe us straight away, or
- increase the weekly rate at which you are paying off the debt (we will tell you about this before we do so), or
- seek to recover that debt by an alternative means (for example we may agree another payment method with you), or
- take action against you through the courts to recover the debt.

- f A prepayment meter may be exchanged for a credit meter (or converted from prepayment to credit mode if a smart meter has been installed and the functionality is available) upon your request provided you have paid any outstanding debt and complied with any additional terms and conditions we may have notified you about. A security deposit or some other form of security may be required before we carry out such an exchange. We may also require you to pay our reasonable costs for exchanging the meter.

## 21. Smart meters

- a If you agree to have a smart meter installed, we or our agent will contact you to arrange a convenient appointment for the installation to take place. If we or our agent are not let into your property for the appointment we have agreed with you to install the smart meter, we may charge you the costs of that visit, unless you gave us at least 48 hours' notice that the agreed time was no longer convenient. When we or our agent installs your smart meter we will follow the Smart Meter Installation Code of Practice. A copy of the Code can be found on our website at [npower.com/smartmeters](http://npower.com/smartmeters).
- b The smart meter and the display unit that we or our agents have provided free of charge or by way of a replacement will be owned by us or our agents at all times. If you move house you must leave the display unit in the property unless it is a display unit that you have purchased for your own use in which case you may remove it from the premises.
- c If you had a smart meter installed by your previous supplier we will, and will notify you of our intention to, treat it as a traditional credit meter until such time as we notify you that we are able to utilise its smart functionality. If the smart meter is operating in prepayment mode and you wish to continue on a prepayment tariff then we will, subject to clause 12b, replace your smart prepayment meter with a traditional prepayment meter.
- d Once a smart meter is installed and the smart functionality is available for us to use (which we will notify you about) we will be able to take meter readings, diagnose any technical problems and update your meter and monitor your energy use (to the level we are permitted or you consent to), without visiting your property. We will use those readings to work out the bills that we send you. We can also, without visiting your home:
- switch your smart credit meter to work as a smart prepayment meter; or
  - switch your smart prepayment meter to work as a standard smart credit meter; or
  - disconnect your supply (but only if the circumstances set out in clause 28 apply);

if we have the right to do these things under the terms of this agreement or by law.

- e Once a npower smart meter has been installed, your bills will be based on the meter readings we take from your smart meter. In some circumstances we may still have to estimate some of your bills if your smart meter has failed or the communications to the smart meter have failed. We may also need to send an agent to take meter readings if a failure occurs. We will still need an agent to visit from time to time to carry out an inspection of your smart meter in line with our legal and regulatory obligations (see clause 19 for details of the access required to your meter).

**Use of smart energy data once a npower smart meter has been installed and/or the smart meter functionality is available.**

### Permitted

- f Once we have invited you to have a smart meter installed we will, from the date your meter is installed, use the energy data in the same way we used it before you had a smart meter (for details see clauses 36, 37, 38, 39 and 47 (where you have a green deal plan)). This means taking remote monthly meter reads for billing and regulatory purposes to service your account efficiently, for example:
- producing your bills
  - calculating any debts accrued
  - providing energy data for industry purposes in line with regulations

- using data to forecast energy demand from you and other customers more accurately

- g We may also take ad hoc daily meter reads to maintain accurate billing where we need to send you a bill after changes to your account (for example if you move home or change your energy product), if we need to use the data to resolve a query or a complaint from you or if we think your smart meters have been damaged or been compromised in any way. Daily meter reads will help us understand the meter's recent activity so that we can diagnose and resolve the problem.

### Opt out

- h Unless you tell us you wish to opt out (refuse), not only will we collect your monthly energy data as set out above, we will also collect your smart energy data on a daily basis. The data will be used for the following additional purposes:
- to produce bills based on more detailed information and reduce the need for estimated bills after changes to your account (we may still need to use estimated reads if there is a problem with your smart meter or we are unable to communicate with it)
  - to help us forecast demand for energy more efficiently
  - to track trends in energy consumption so that we can make sure we're developing the right products for you and resolve any issues more easily
  - to provide information and feedback about your energy consumption and how you could manage your energy usage better (this won't include using your smart energy data for marketing purposes unless you've already agreed that we can)
  - to analyse the energy data and compare it with other customers usage so we can develop tailored products and services for you (this won't include using your smart energy data for marketing purposes unless you have agreed that we can)

If you would prefer us not to collect this level of energy data daily you can let us know at any time by calling us on 0800 980 9907 (free from most landlines), or 0330 100 8137 from a mobile (included in most 'inclusive minutes' from mobiles).

### Consent required

- i If you permit us to, not only will we collect your monthly and daily energy data as set out above, your energy data will be measured every half hour. The data will only be collected by us once a day (during a daily download of that data from your smart meter). The purposes for which we will use your half hourly energy data are:
- to explain how your energy usage relates to your bill
  - to give you more tailored advice and recommendations on how to reduce the amount of energy you use
  - to forecast energy demand more accurately
  - to develop our products and services to suit your needs.

We will discuss the purposes for which your smart energy data may be used in greater detail with you either when you contact us or we get in touch with you prior to your smart meter being installed so that we gain your explicit consent for us to do so. Your half hourly smart energy data will not be used by us unless we get your consent.

- j In consenting to us having access to your half hourly smart energy data you are also consenting to us contacting you in the future about any new products or services we may develop.
- k To discuss your options or change how often we use your energy data, please call 0800 980 9907 (free from most landlines) or 0330 100 8137 from a mobile (included in most 'inclusive minutes' from mobiles). You can change your mind about the use of your data whenever you like –



but there is a 'minimum' level of smart energy data use as set out above (see "permitted") so that we can service your account.

- l If you decide that you want to change the level of consent at which we are able to access your smart energy data that change will not take effect until the evening (at around midnight) on the day that you contacted us as that is the time when the system is set to update your smart meter/download the energy data.

#### Additional Smart Consent Requirements

- m If you have a smart meter fitted it is your responsibility to tell us if you move home. It is essential that you tell us in advance of that move taking place so that we can arrange for your smart energy data to no longer be available to any new occupier via your smart display in your home. If you fail to let us know then we may be unable to prevent your energy data being available to the incoming owner/occupier of the premises. This may also have an impact on the availability of the new occupier's data to them as we will only be able to prevent access to your data from the date that you let us know that you have moved and that may include some data for the new customer if you have moved out and they are already living in the premises.
- n We are able to provide you with retrospective access to your data as long as it is available from your smart meter. A smart meter is only able to store a limited amount of data so if you, for example, change your level of consent to enable us to collect more than monthly energy data then we will only be able to provide you with any retrospective information at that new level of energy data use if it is still available from your smart meter.
- o It will not be possible to purge (remove) your energy data from the systems once it has been collected so any consent to use the energy data is given with that restriction in place. If requested we will stop processing that data unless we have a legal or regulatory right to continue to use the data to deal with your account.
- p If you are a landlord and you are responsible for the supply of gas or electricity (or both) to the premises you are hereby confirming that you have obtained the consent of your tenants for us to provide you with the level of energy data applicable to your account. We may ask you to provide a copy of the consents that you have obtained prior to allowing you access to anything other than the monthly energy data.
- q If your property has multiple meters (for example because you have converted two flats which have separate meters into one) then the level of consent you agree to will be the level of consent that will apply to all the meters in your premises.
- r If you also have an export meter and we are the supplier to whom your energy is exported then any level of consent you have set for your import (supply) meter will apply to your export meter.

#### 22. Who owns your meter and any related equipment?

- a Unless you have chosen to fit your own meter and any related metering equipment (which must meet certain standards and be fitted in accordance with industry procedures otherwise it may be removed by us or our agent) in which case you own the meter, a service provider (such as a metering agent or the network operator) owns your meter and any related equipment supplied with it (such as a display unit supplied with a smart meter), even when it is installed at your property. If they transfer your meter to another service provider, you agree that both you and the new service provider will continue to have the same rights and obligations as before.

- b Generally you will be responsible for all the pipes, wiring and equipment on your side of the property beyond the meter installed at your premises and we are not responsible for those nor for their safety. Exceptionally there may be equipment beyond the meter which you are not responsible for. You are also responsible for the meter housing.

#### Ending this agreement

##### 23. Moving home and your responsibility for the energy charges

- a You must give us at least two working days' notice before you move home. You must also give us details of your new address and your final meter readings so that we can send you your final bill. If you have given us the correct notice, your agreement with us will end on the date you move out of the property. If you fail to give us the correct notice, your agreement will end either:
- two working days after you tell us that you have moved; or
  - when someone else takes over the supply whichever is first.
- b Until your agreement ends, you will still be responsible for paying for any gas or electricity (or both) used at your old home. This means if you delay in telling us about your move, you may have to pay for any energy used during the period when nobody else was registered as taking the supply. If you do not give us your new address and we have to pay costs to trace you, we may add these costs to your final bill.

##### 24. Your right to end this agreement

- a Your agreement with us will end if and when:
- you change supplier and the new supplier starts to supply your home;
  - we start to supply you under a new agreement;
  - we lose our licence to supply gas or electricity (or both);
  - we end this agreement as described below; or
  - the supply is cut off because it is no longer needed.
- b Until then, this agreement will continue to apply and you must pay for all gas or electricity (or both) used up until it ends.

##### 25. Transferring to a new supplier

- a If you want to transfer to a new supplier, we can prevent the transfer if:
- you tell us that you have not entered into an agreement with another supplier and you want us to prevent the transfer;
  - you owe us money;
  - your proposed new supplier agrees that the transfer was a mistake; or
  - your proposed new supplier does not apply to transfer all the related electricity meters at the premises on the same day.
- b We will take all reasonable steps to send you your final bill within six weeks of the transfer to your new supplier being completed. If we receive further information that allows us to correct a mistake in your final bill, we will send you a corrected final bill as soon as possible after we receive the further information.
- c There is no charge for transferring to a new supplier, and we will do everything reasonably possible to help with the transfer. You may have to pay an exit fee if it applies to your particular non standard product.



## 26. Our right to end this agreement

a We may end this agreement by giving you 28 days' notice in writing. We may end the agreement immediately in the following circumstances.

- i If you have failed to pay for your gas or electricity (or both), cannot pay your debts, or have failed a credit check, and:
  - you have refused our offer of letting you pay in instalments or through having a prepayment meter fitted; or
  - it is not reasonably possible for us to fit a prepayment meter.

We may also give you the opportunity (where possible) to pay directly from any state benefits you receive.

- ii If you break the terms of this agreement in any other way which would reasonably be considered to be serious (for example, you tamper with your meter).
- iii If we lose our licence to supply gas or electricity (if this applies).

## 27. Transferring your details to a new supplier

a We may give your new supplier any relevant details to help with the transfer. If you owe us money, we may object to your transfer, or transfer the debt to your new supplier for them to collect. We will give them full details of the amount you owe.

b Ofgem can withdraw our supply licence in certain circumstances. To make sure you do not lose supply, Ofgem may give a 'last resort supply direction' to another supplier to take over the supply from us. If this happens, your agreement with us would end on the date the Ofgem direction took effect.

## 28. Cutting off your gas or electricity (or both)

a We have the right to cut off your gas or electricity (or both) in certain situations only. We may do this in the following circumstances.

- i If you have failed to pay for your gas or electricity (or both), cannot pay your debts, or have failed a credit check; and
  - you have refused our offer of paying in instalments or through a prepayment meter; or
  - it is not reasonably possible for us to fit a prepayment meter.

We may also give you the opportunity (where possible) to pay via deductions from any social security benefits you receive.

- ii If you do not pay a deposit we have asked you to pay, as set out in clause 16, 'Asking for a deposit'.
- iii If it is not reasonable, in all the circumstances, for us to supply you, and we give you seven days' notice that we are ending this agreement and cutting off your gas or electricity (or both).

b We may also cut off your gas supply if supplying gas to your home might put the public in danger and we have taken all reasonable steps to prevent that danger from arising.

c If we supply you with both gas and electricity, we do so under two separate agreements. We will not cut off both your gas and electricity unless this is for a reason which applies to both gas and electricity. For example, if you have failed to pay for your electricity, but have paid for your gas, we will not cut off your gas supply (as long as there is no other reason for cutting off your gas supply).

d If you are having difficulty paying, we will offer to fit a prepayment meter before we cut off your gas or electricity (or both). If necessary, to avoid having to cut you off

we may apply for a warrant to fit a prepayment meter without your permission. Or, if you have a type of meter that we can convert from a credit setting to a prepayment setting (either remotely by using the wireless network, or by inserting a prepayment device into the meter), we may do that instead. You must then pay for gas or electricity (or both) at our prepayment rates, which may be more expensive than other ways of paying for your gas or electricity. We may also set the meter to collect any money you owe us. We will tell you if we do this. You must pay any costs we may reasonably ask for if we have to change, convert or reset your meter.

## e Costs

You must pay our reasonable costs if we have to cut off or reconnect your supply for any of the reasons described in this clause 28. Those costs may include the cost of visits to your home.

## Emergencies

### 29. Restricting or cutting off your supply in an emergency

a We may cut off your supply if we have to do so by law or in an emergency, or as a result of other circumstances beyond our control.

b If we supply you with gas, we and the gas transporter who operates the network through which the gas is supplied to you also have the right to tell you to restrict or stop your use of gas if we or the gas transporter have to do so by law or in an emergency. You must then follow our instructions.

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

### 30. Costs

You must pay our reasonable costs if we have to cut off or reconnect your supply for any of the reasons described in clause 29 above. Those costs may include the cost of visits to your home.

## More about this agreement

### 31. Limits on our liability

a Nothing in this agreement removes our legal liability for death or personal injury caused by our negligence. This agreement does not affect any rights you have by law, including your rights under the Consumer Protection Act 1987.

b Except for liability for death or personal injury, as set out above, we are not legally responsible under this agreement for:

- any losses that are not our fault, or that we could not have reasonably expected when we entered into this agreement; or
- any business losses (for example, wasted expenses or loss of profit, income, opportunity, contract or goodwill).

c If you suffer any loss or damage our responsibility to you will be limited to £100,000 for each event or series of related events.

d Each individual sub-clause in this clause 31 applies separately. If we are told by a court or similar body that we cannot rely on a sub-clause then the other sub-clauses will still apply.

### 32. Business use

a If you have used gas or electricity (or both) for business purposes, and we have to pay a higher rate of VAT or any other extra taxes (for example, climate change levy), you must pay these taxes in full unless you meet the HM Revenue & Customs requirements that allow you to provide us with 'exemption certificates' which cover the taxes due.

- b If you are a business customer and we have supplied you as a residential customer by mistake, these terms and conditions will not apply. We will continue to supply you under our 'deemed business terms' unless you sign up to an agreed set of business terms with us or you change to a different supplier. (Our deemed business terms are the terms that a business customer is supplied under if an agreed contract is not in place. This is in line with the Electricity Act 1989 (as amended) and the Gas Act 1986 (as amended). The deemed business terms may be more expensive than our other business terms.)

**33. Transferring our rights or subcontracting to another supplier**

We may transfer any of our rights under this agreement to any other organisation. We may transfer any of our responsibilities to any other licensed supplier of gas or electricity (or both). We will tell you as soon as we reasonably can if we transfer any rights or responsibilities to another organisation. We may also subcontract anything we have agreed to do under this agreement. However, we will still be responsible for anything carried out by our subcontractors. None of this affects your right to end the agreement as described above under 'Ending this agreement and changing supplier'.

**34. Law**

In any dispute, the law of England and Wales applies to this agreement if your home or property is in England or Wales, and Scottish law applies to this agreement if your home or property is in Scotland.

**35. Circumstances beyond our reasonable control**

- a You and we will not be responsible for failing to keep to the terms of this agreement (other than any failure to pay) if that failure is caused directly by:
- circumstances beyond your or our reasonable control; or
  - you or us doing anything which we have to do by law.

**Using your personal information**

**36. Data protection notice**

- a We respect your right to privacy and will only use the personal information which you give us, or which we legally receive from another organisation or person (for example, Land Registry, a landlord, directories such as 192.com or the electoral roll), as allowed by the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and any other privacy laws that apply.
- b We may collect the following information about you and other members of your household:
- name, age and sex
  - home address
  - phone number, mobile number and email address
  - bank account details
  - meter details
  - gas and electricity usage
  - records of our conversations and correspondence with you
  - ethnic origin and physical or mental health
  - details about benefit entitlements
- If any of your details change, you should let us know as soon as possible so that we can keep our records up to date.
- c If you provide information on behalf of anyone else then in doing so you are confirming that you have provided them with the information in this document and that they have given you permission to use the data as set out in clauses 21 (if you have a smart meter) 36, 37, 38, 39 and 47 (where you have a green deal plan). If you have provided

any sensitive information about yourself or others (such as health related information, criminal convictions) you agree (and are confirming that the person who the information is about agreed) that we can use the information as set out in these terms and conditions.

**37. How we store and use this information**

- a We take appropriate steps to protect the personal information we collect from you and to make sure that your personal information is kept secure and only used in line with clauses 21 (if you have a npower smart meter), 36, 37, 38, 39 and 47 (where you have a green deal plan).
- b We (or others acting on our behalf) may collect, store and use the personal information listed above for the following purposes:
- i To help us identify you so we know who we are talking to.
  - ii To supply you with gas or electricity (or both) and any other services you may have asked us for.
  - iii To set up and otherwise manage your account, including collecting payments, recovering debts, analysing your account history and improving our service to you which may include sending you meter read reminders and other such service messages by SMS and email unless you tell us you do not wish to receive them and you are not required to receive such information by SMS or email as part of the product you have signed up to.
  - iv To measure your gas or electricity use (or both) and to work out your bills.
  - v To help prevent and detect debt, theft, fraud or loss of gas or electricity (or both).
  - vi To assess health and safety, environmental and financial risks to you.
  - vii To train our staff and monitor our services. (This may involve us recording our conversations with you or keeping copies of our correspondence with you to make sure we are providing you with a good service and are keeping to our legal and regulatory obligations.)
  - viii To provide you with marketing information (including by text message and email) about products and services which we think may interest you (if you have agreed to receive such information).
  - ix To carry out market research, produce statistics, and test systems to help improve the way we provide our services.
- c We will not use your personal information to contact you about products and services if you ask us not to.

**38. How we share this information**

- a We may give your personal information to others in connection with the purposes set out above, including to the following:
- i Agents acting on our behalf to provide the services you have asked for.
  - ii Other members of the npower group of companies.
  - iii Relevant industry organisations and agencies, based on agreed industry processes.
  - iv Credit-reference and fraud-prevention agencies (see clause 39 below for more details).
  - v Relevant law enforcement agencies or government agencies where we have been asked to provide the information for legal or regulatory reasons for example by a lawyer or Ofgem (if we receive a legitimate request for the information).
  - vi if you do not pay a debt, we may transfer your debt to another organisation and give them details about you and that debt or we may use a credit reference agency or fraud prevention agency to trace you if you have not provided your contact details or a forwarding address

so that we can recover your debt or we may pass your details on as part of current or future legal action.

vii Social services, and to medical and healthcare professionals or other similar support agencies, if you are in danger of being cut off and we believe you may need extra help. You or a member of your household may need this extra help as a result of your (or their) health, age, disability or financial circumstances (we assess and record who may require extra help as a result of their circumstances). We may provide this information to other energy suppliers in line with the Energy Retail Association "safety net procedures" if you decide to change supplier. We may also share this information with the relevant gas transporter, metering agents or network operator.

viii If you have given us your permission, to Homeserve Membership Ltd, so that they may contact you (including by text message and email) with details of products and services which they think may interest you.

- b If an organisation takes over all (or nearly all) of our business or assets, we may pass your personal information to them.
- c Except as set out in these terms and conditions, we will not give your personal information to anyone else unless you have agreed to this. If you do agree, but later change your mind, you can contact us and we will stop sharing your information.
- d If you have a smart meter installed at your property, we will not collect half-hourly details of your energy usage unless you have given us your consent to do so. If you have a display unit with your smart meter, we may send messages (for example, general energy-efficiency messages) direct to it, unless you let us know at any time that you do not want to receive such information. For more details of how we may use your smart meter energy consumption data see clause 21.
- e In connection with the purposes set out above, we or our agents may transfer personal information that we collect from you to:
- other organisations or people; or
  - members of the npower group of companies;
- based in countries outside the European Economic Area (EEA).

These countries may not have the same data protection standards as we do in the UK, although how we collect, store and use your personal information will continue to be governed in line with clauses 21 (if you have a npower smart meter), 36, 37, 38, 39 and 47 the legal protection provided by our agreements and any relevant laws.

- f We may pass your information on for regulatory purposes to Ofgem (or any organisation which takes over Ofgem's role) or directly to an agent acting on their behalf, or as part of a government data-sharing initiative for example ones aimed at helping people who cannot afford to pay for their heating and electricity. They may pass that information to other agencies to be analysed or for other purposes relevant to their request or investigation.
- g If we suspect that someone has committed fraud or stolen energy by tampering with the meter or interfering with the supply we will record this information on your account and we may share this information, for example, with Ofgem and other interested parties such as your landlord, other energy suppliers, or any industry organisation set up to meet our obligations under our supply licence conditions to assist in the reduction of fraud or stolen energy. This may include recording sensitive personal information such as the criminal offences you have been accused of. We may use this information to assist us in making decisions about

your payment arrangements and the products and services we offer you in the future.

### 39. How we may share your personal information with credit-reference agencies and how they may record and use your personal information

We will search the files of credit-reference agencies, and gather information from fraud-prevention agencies and use information we already hold about you to help us assess your ability to pay our bills and to make decisions about the payment arrangements that are most suitable for you and the products and services that we can offer you. We may also use the information to verify your identity and to assist in the prevention of crime. Set out below is a brief guide to how we and the credit reference agencies and fraud prevention agencies will use your information.

- a We will check your details and details of all the people who are linked to your account (for example a spouse or a person who is sharing your property with you who is also responsible for the account) with one or more credit reference agencies. We may also use information that we already hold about you in relation to your account.
- b You must ensure that if you are providing information about other people that they agree to us having their information for the purposes you are providing it. If you give us false or inaccurate information and/or we suspect or identify fraud or theft of energy we will record this and may also pass this information to fraud prevention agencies and other organisations (such as the police) involved in crime and fraud prevention who may also use this information.
- c When credit reference agencies receive a search from us, for example, when you apply to take supply from us or when you move home, they will place a search footprint on your credit file that may be seen by other organisations,
- d We will share information on your accounts that we hold or open for you and how you manage it/them to credit reference agencies and where relevant with fraud prevention agencies. We may access and use information from such agencies to check any applications you make for credit, to check your identity, to recover debt. If you owe us money and when requested, do not repay in full and on time, credit reference agencies will record the outstanding debt. If we consider that your account is in default (i.e. you have not paid us and are in breach of your agreement with us) we will notify you and if you do not pay us we will report the unpaid debt to credit reference agencies who will record that default on your credit file.
- e The information we share may be supplied to other organisations (such as banks, other utility companies, companies who offer you credit to purchase goods and services) by credit reference agencies and fraud prevention agencies to perform similar checks to those set out in d) above and to trace your whereabouts if you have moved without providing a forwarding address so that they (and we) can recover debts that you owe. The credit reference agencies keep records for 6 years after your account has been closed, you have paid the debt or action has been taken against you to recover the debt.
- f We and other organisations may access and use, from other countries, information recorded by fraud prevention agencies.
- g Your data may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 1998.
- h If you would like more information, you can find a full version of how your data will be used and shared with credit reference and fraud prevention agencies at npower.com/creditchecking or you can call us on 0800

073 3000 (free from most landlines), or for mobiles 0330 100 3000 (included in most 'inclusive minutes' from mobiles) and we will send you a leaflet.

- i If you would like to see what information a credit reference agency or fraud prevention agency holds about you, you can contact those currently operating in the UK. The information they hold may not be the same so it is worth contacting them all. They will charge a small statutory fee.

CallCredit, Consumer Services Team, PO Box 491, Leeds, LS3 1WZ or call 0870 0601414 or log onto [www.callcredit.co.uk](http://www.callcredit.co.uk)

Equifax PLC, Credit File Advice Centre, PO Box 3001, Bradford, BD1 5US or call 0845 603 3000 or log on to [www.myequifax.co.uk](http://www.myequifax.co.uk)

Experian, Consumer Help Service, PO Box 8000, Nottingham NG80 7WF or call 0844 4818000 or log on to [www.experian.co.uk](http://www.experian.co.uk).

#### 40. Your rights

- a You have the following rights relating to your personal information.

i To see the personal information that we hold about you at any time. If you write to, email or phone us and ask to see this information, it is known as a 'subject access request'. To see the information you need to pay a fee, which is currently £10.

ii To ask us to update and correct any out-of-date or incorrect personal information that we hold about you. You can do this free of charge.

iii To opt out of any marketing communications that we (or any company or person we have given your personal information to with your permission) may send you.

- b You may exercise any of the rights set out above by calling us on 0800 073 3000 (free from most landlines) or 0330 100 3000 (included in most 'inclusive minutes' from mobiles) or you can contact us through our website at [npower.com/contactus](http://npower.com/contactus) or write to:

Blended Services, npower, Tees House, Building Tio 2, Ground Floor, Traynor Way, Off Shotton Lane, Peterlee, SR8 2RU.

### Service levels and complaints

#### 41. Making a complaint

- a We know things can sometimes go wrong, and we take complaints very seriously. So if you're not happy with the service you've received, we'll always do our best to put things right. If you have a complaint, call our specialist Complaints Team on 0800 316 9328 (free from most landlines) or 0330 100 8628 (included in most 'inclusive minutes' from mobiles). If you prefer you can visit our website at [npower.com/complaintprocess](http://npower.com/complaintprocess) or write to:

npower Complaints Team

PO Box 121

Peterlee

SR8 9DT

We'll do our best to settle your complaint within 10 working days. If it takes longer than this, we will tell you the likely timescale and keep you informed of our progress throughout. If your complaint is about our sales and marketing activities, we will investigate it thoroughly as any sales representative acting on our behalf must meet the standards set out in the Energy Sure code of practice. You can download a copy of the Energy Sure code of practice from [npower.com](http://npower.com) or get a printed copy by calling 0800 316 3375 (free from most landlines) or 0330 100 8674 (included in most 'inclusive minutes' from mobiles).

- b If you are not happy with how we have dealt with your complaint, you can ask for your complaint to be referred to our Executive Complaints Team.

- c When we have completed our investigations under either a or b above, our response to you will explain what we have found out, details of what we've done to put things right (if necessary) and, if appropriate, an apology and an offer of reasonable compensation.

- d If you have followed the steps in our complaints process and your complaint still hasn't been settled after eight weeks, or if we have sent you our Final Response letter and you still are not happy, you can take your case to the Ombudsman Service (see [npower.com/energyombudsman](http://npower.com/energyombudsman)). The Ombudsman Service is a free independent service specialising in settling customer complaints in a fair and unbiased way. Please note, the Ombudsman Services will not consider your case unless you have followed our complaints process.

#### 42. Providing information on the electricity and gas you use

You can ask us to send you, another supplier or any other person information about the amount of electricity or gas you have used:

- in the previous 12 months; or
- since we've been supplying you (if you have not been a customer for at least 12 months).

You can also ask for your supply number or meter point reference number. We will send the information as soon as we reasonably can.

#### 43. Levels of service

We aim to treat you fairly and provide a service that meets your needs. We must tell you about various standards of service, including Guaranteed Standards (which relate to our supply to you and cover your meter and bill) and Overall Standards (which measure performance against set targets).

##### The Guaranteed Standards relate to the following.

- Your electricity account in our old regional areas (being the Midlands, Yorkshire and Northern)
- The accuracy of meters
- Making and keeping appointments
- Faulty prepayment meters
- Compensation payments

##### The overall standards relate to the following

- Putting supplies back on
- Repairing prepayment meters
- Changing meters
- Moving meters

We will send you a copy once in every 12-month period.

The copy you receive will also set out the guaranteed standards that apply to your gas transporter and your local electricity distribution company, along with any compensation payments that apply if those standards are not met.

If we fail to meet our Guaranteed Standards and Overall Standards (for example, by not performing a specific task or keeping an appointment) we will have to pay you a set level of compensation.

As well as the Guaranteed Standards and Overall Standards, we also have various statements of service relating to providing you with the help that you may need. These statements are explained in the following booklets.

- **Paying for gas and electricity**

This explains how to apply for a gas or electricity supply, when we may ask for a security deposit, when we will send you a bill, what to do if you have a question about your bill, how you can pay your bills, and how we can help you budget for your bills or help you if you have difficulty paying.

- **Prepayment meters**

This explains how you can pay through a prepayment meter, what a prepayment meter is, the advantages and disadvantages of prepayment meters, how to ask for a prepayment meter, how the meter is installed, how to put credit onto the meter and what to do if you lose your card or key and need to buy credit.

- **Using electricity and gas**

This explains how to use electricity and gas more efficiently in your home, how you can work out how much energy you are using, how you can make savings on your energy bills, grants available to help make homes more energy efficient, and who to contact if you are having problems paying your bill.

- **Warm Response service**

This explains the services available to Warm Response customers, who qualify for the Warm Response service, the checks you should make before you let anyone into your home, meter readings, what to do if you are having difficulty paying your bill and what to do if you smell gas.

- **Visiting your home**

This explains why we sometimes need to visit you, when we will do so, and how to check the identity of our agents to make sure they are genuine.

- **Free gas safety checks**

This explains when you may be eligible to have free gas-safety checks carried out and what those checks cover.

The booklets are available in a variety of different languages.

Clause 41 above sets out what you need to do if you have a complaint about the levels of service you have received from us.

You can get more information or details about the Guaranteed Standards, Overall Standards or statements of service from the leaflet we have sent you or from our website at [npower.com/standards](http://npower.com/standards) or by calling customer services on 0800 073 3000 (free from most landlines) or 0330 100 3000 (included in most 'inclusive minutes' from mobiles).

## Your supply

### 44. The quality of your gas or electricity supplies (or both) and making sure they are continuous

- a Local network operators distribute the electricity or transport the gas that we supply to you (or both). They are responsible for the quality of the supply and for making sure that the supply to you is continuous, without interruptions, through the local network. This is not our responsibility as it is outside our reasonable control.
- b You have a separate connection agreement with the local electricity network operator, as described in part B below.

### 45. New connections

If you need a new electricity or gas connection (or both) to your property, you will need to contact the relevant local electricity distribution company or gas transporter (or both) for your area.

## Green Deal

### 46. Green Deal Plans

Where your home or property is supplied by us under this agreement and it is or becomes a green deal property then the following conditions will also apply to you.

- a As the occupier of the property (or if the property is empty, the owner) you have a legal responsibility to pay the green deal charges associated with that property.
- b The green deal charges are set by your green deal provider and not by us.
- c We have a legal duty (under our supply licence, section 1(6) of the Energy Act 2011 and the Green Deal Arrangements Agreement) to bill and collect the green deal charges from you and pass these charges on to your green deal provider (or any third party they may nominate (where appropriate)), acting as an agent and trustee on their behalf (unless we are also acting as the provider). In the event that you get into debt in relation to your green deal charges we are obliged to pursue you for that debt in the same way as we currently pursue you for any electricity debt you may have (where applicable).
- d We are responsible for billing and collecting green deal charges from you for the period that we are registered as your electricity supplier. If you were already a green deal bill payer prior to the date we became your registered electricity supplier you will continue to be billed by us for your green deal charges from the point we started to supply you. We will not collect any outstanding green deal charges for any period where we were not your registered electricity supplier unless we have agreed to do so with your previous supplier. If this agreement is brought to an end you will continue to remain liable for any outstanding green deal charges for as long as you remain the bill payer for the property.
- e Green deal charges are attached to your property which means they will still be payable by you even if no energy is being consumed at the property (including in the circumstances where a property is empty, where the supply has been cut off or the property is disconnected).
- f Your green deal charges will appear on your electricity account (irrespective of whether the energy efficiency improvements actually relate to your gas supply) and will be set out in the electricity bills we send to you under this agreement.
- g It is a requirement that you must pay for the green deal charges by the same payment method as you pay us for your electricity supply and you cannot choose to pay by a different method.
- h In the event that we cease to pursue the collection of any outstanding green deal charges due, your green deal provider has the right to take legal action to recover these from you directly. This will not apply where we or a debt collection agent acting on our behalf have negotiated a full and final settlement of the green deal charges with you as part of our debt recovery process on any closed accounts.
- i If you only make part payment of any charges we bill you for under this agreement we are required to allocate your payment in equal proportion to the amounts outstanding in relation to the charges for the supply of electricity due to us under this agreement and your green deal charges and you cannot choose how the payment is allocated. We may at our discretion apply the money that you have paid against the charges in the order in which they occurred (being against the oldest debt first).
- j Where you pay us by a fixed Direct Debit payment and you would like to have your Direct Debit amount reduced to take account of any energy savings expected to be achieved under your green deal plan then you can only

do so provided you have notified us within 30 days of the date your property first becomes registered as a green deal property. We can only make an adjustment to your electricity or gas account (depending on which is affected by the energy savings) if we are your supplier in respect of that relevant electricity or gas account. If following your request we reduce your Direct Debit payments to take account of the expected energy savings but these savings are subsequently not achieved this may increase the debt on your account.

- k To avoid doubt, the clause above does not prevent us from reviewing or increasing your Direct Debit payments at a later date or at your next scheduled monthly review to ensure that the amount you are paying to us is sufficient to pay for the amount of energy you are using at the property.
- l If you pay for your electricity supply via a prepayment meter we will collect any green deal charges through the meter in the same way as we collect your electricity charges.
- m If there is a dispute between you and your green deal provider or you have paid your green deal provider in full before the end date of your green deal plan so that it ends early we will continue to charge you for and collect the green deal charges until we are officially notified by your green deal provider to stop charging you.
- n If you make any over-payment of green deal charges your green deal provider will be responsible for refunding these to you except where we have charged you the green deal charges in error, for example, if we started charging the green deal charges too early or we charged an incorrect amount for your green deal charge etc.
- o In addition to our rights under clauses 6(b), and 25(a), (which also apply if you are a deemed customer) we have the right to object to your transfer to another supplier if you have any green deal charges arrears (unless we are aware either they are subject to a genuine dispute between you and your green deal provider or you pay via a prepayment meter and your new supplier has agreed to transfer over any green charge arrears you may have).
- p Any security deposit you may be asked to pay under clause 16 of this agreement may be increased by us to take account of the green deal charges.

#### Using your personal information under Green Deal

47. In addition to and including clauses 36, 37, 38 and 39 of this agreement (for which your information as set out in those clauses will also be required and processed in relation to any relevant green deal plan), we will also use your information to assist in identifying you to the other participants in relation to the green deal plans that relate to your property.
- a When we receive a notification from a green deal provider about a potential new green deal plan (regardless of whether you made the request or whether a landlord/owner of the property made the request), we will carry out some initial validation and verification checks and we will inform the green deal provider whether the relevant customer account (but not identifying you by name) owes money over or under a certain debt threshold (which is currently set at £200 as may be varied in accordance with industry processes from time to time) in order for the green deal provider to make an assessment of your credit risk.
  - b We are required to help maintain the central charge database and to keep this up to date. This means we will need to include your details in the central charge database as the occupier or owner of the property and the person(s) responsible for paying the green deal charges. As your green deal plan and implementation progresses, we and your green deal provider will carry out various verification and validation checks on your information (relating to your

meter number, your account number, your green deal plan identification number etc) that is to be placed on the central charge database in relation to your green deal plan and your property.

- c Some or all of your information may be made available to parties who are entitled to have access to the central charge database which includes the Secretary of State, Ofgem, industry bodies, other suppliers, green deal providers and green deal financiers, the green deal ombudsman, the energy ombudsman as well as any other person or body identified under the green deal arrangements agreement and the master registration agreement as being the person or body entitled to receive such information in accordance with those agreements.
- d The parties set out above (including us) should only use the information contained in the central charge database to facilitate green deal arrangements. In addition, they may use your information in relation to any green deal plans you have in place for monitoring and compliance purposes, for statistical analysis, for research and in accordance with the purposes set out by law. The parties may pass your information on to third parties who they appoint as agents to act on their behalf in relation to green deal. Your green deal provider or green deal financier (where relevant) will use your information in relation to the green deal plans where they are responsible for carrying out the energy efficiency improvements and/or for providing the finance for those improvements. If you require further details as to how your green deal provider or green deal financier or any other party that they appoint use your data you should refer to the relevant party's own fair processing notice.
- e We will use your information to process and collect your green deal charges and may pass details of your green deal charge payments and any green deal charge payment arrears (if any) to your green deal provider (or your green deal financier where appropriate) including how those payments are being made by you and collected by us (including how any debt is being collected) and whether or not there is a dispute in relation to your account.
- f If you wish to find out the full company details of the green deal providers, green deal financiers, and suppliers who may process your personal data in relation to any individual green deal plan then a detailed list is held under the green deal arrangements agreement and is available from us on request.

#### Disputes and impartial advice

48. We, as your supplier, are not liable, nor responsible for the work that the green deal provider has carried out for you, nor for any estimate of the potential energy efficiency savings that your green deal improvements may achieve. If you have any queries with regard to the installation of the energy efficiency improvements to your property, the amount of green deal charges you are required to pay, any green deal charge arrears, any energy savings you expected to make or if you would like to bring your green deal plan to an end early, you should contact your green deal provider.
49. You can obtain impartial advice and information about your green deal plan(s) by contacting the Energy Savings Advice Service, quoting your green deal plan number(s). You can call them on 0300 123 1234 (free from most landlines) or get in touch via their website [www.gov.uk/greendeal](http://www.gov.uk/greendeal)

#### Feed In Tariff

50. We are mandated to provide a feed in tariff service to our customers under the Government's feed in tariff scheme.

#### Part B – Electricity only

##### 51. About this part of the agreement

- a By signing this agreement for an electricity supply or accepting it by phone or online, you are entering into two contracts. They are with:



- us, to supply electricity to your home; and
- your local network operator, to distribute electricity across a network so that we can supply electricity to you. The terms that will apply to you are shown below ('national terms of connection').

## 52. National terms of connection

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 agreement 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: 020 7706 5100, or see the website at [connectionterms.co.uk](http://connectionterms.co.uk)

## 53. About the electricity supply

- a** The local network operator is responsible for the characteristics of your electricity supply. The electricity delivered to your home through the network will normally be at one of the voltages shown below. It will have the following frequency, number of phases and margins of variation associated with it.
- connection voltage and permitted variations: at 400/230, 460/230 and 230 volts, plus 10% or minus 6%
  - number of phases of supply: at 400/230 volts, three; at 460/230 volts and 230 volts, one
  - frequency of supply and permitted variations: at all voltage levels, 50 hertz, plus or minus 1%.
- b** If you need more explanation about these figures, please call your local electricity network operator who may be listed in your phone book under electricity distributors.

## Where our electricity comes from

Between 1 April 2012 - 31 March 2013, the electricity we supplied was from the following fuel sources:

Coal	33.6%
Gas	51%
Nuclear	0.4%
Renewable	14%
Other	1%

There is more information on the environmental impact of generating electricity from those fuel sources on our website at [npower.com/fuel-mix](http://npower.com/fuel-mix).

The weighted average of the carbon dioxide emitted in the production of electricity from each fuel source is 512 grams per kWh.

The radioactive waste, being fuel burnt in the reactor to be subsequently discharged as spent fuel, is 0.00003 grams per kWh.

## The Direct Debit Guarantee

This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.

If there are any changes to the amount, date or frequency of your Direct Debit, npower will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request npower to collect a payment, confirmation of the amount and date will be given to you at the time of the request.

If an error is made in the payment of your Direct Debit, by npower or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society.

If you receive a refund you are not entitled to, you must pay it back when npower asks you to.

You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.





## Appendix 1 to npower Terms and Conditions

Our Regulator, the Office of Gas and Electricity Markets (Ofgem), has introduced new rules and requires us to reflect them in our contract with you.

- So we are required to reflect the effect of certain specified provisions of our Licences to Supply Electricity and Gas.
- We also have to reflect the effect of other requirements that give you a right to receive or do something; a right to avoid being subject to something; and a specific form of protection in any circumstances.
- For your convenience these additional provisions have been kept separate from the main body of the contract.

**This Appendix sets out the relevant requirements and should be treated as part of our contract with you.**

If there is any conflict between matters set out in this Appendix and the main body of the contract then matters set out in the Appendix will prevail.

The numbering of these additional clauses has been kept the same as the corresponding Licence provisions to enable ease of reference to customers wishing to read our Licence.

The clauses appearing are 7, 22A, 22B, 22C, 22D, 23, 23A, 24, 31A and 31E. Clauses should be referred to

as e.g. "Appendix clause 711" to distinguish them from similarly numbered clauses in the main body of the contract

Not all of these clauses are effective immediately so at the end of each clause is a note setting out the dates they become effective.

### Definition of Terms used in this Appendix

#### "12 Month Period"

means either:

- (a) 12 months from the date we began to supply you; or
- (b) 12 months from the last date on which we provided you with an Annual Statement,

#### Account Management Arrangement means:

- (a) where you are subject to Offline Account Management, Offline Account Management; or
- (b) where you are subject to Online Account Management, Online Account Management;

#### "Additional Information"

means information which may not include marketing materials and cannot be used as a substitute for any of the information that we are required to include in the Annual Statement under clause 31A and Standard Licence Condition 31A.

#### Affiliate Licensee

means any Subsidiary, Holding Company, or Subsidiary of a Holding Company of ours which holds a gas supply licence granted or treated as granted pursuant to section 7A(1) of the Gas Act 1986 and/or an electricity supply licence granted or treated as granted pursuant to section 6(1)(d) of the Electricity Act 1989;

#### Alternative Cheapest Tariff

means, in comparison with the Estimated Annual Costs for each specific Domestic Customer's Tariff, the cheapest Tariff available from us (or, where there are any Affiliate Licensees, us and any Affiliate Licensees) for you based on:

- (a) your Estimated Annual Costs applied in respect of the cheapest Tariff, rather than the Tariff you are currently subject to;
- (b) where you are not subject to a Prepayment Meter, the cheapest Tariff compatible with the meter installed at your premises;

- (c) where you are subject to a Prepayment Meter, the cheapest Tariff compatible with any meter which could be installed at your premises; and
- (d) consideration of both Time of Use Tariffs for which appropriate consumption data is available and Non-Time of Use Tariffs;

#### "Annual Assessment Period"

means within the period:

- (a) commencing 30 days before (but not including) the date we are required to provide you with an Annual Statement pursuant to clause 31A and Standard Licence Condition 31A; and
- (b) ending 150 days after (and commencing with) the date we are required to provide you with an Annual Statement pursuant to clause 31A and Standard Licence Condition 31A.

#### Annual Consumption Details

means:

- (a) where you have held your Domestic Supply Contract for at least 12 months and we have obtained actual meter readings (including meter readings provided by you and accepted by us in accordance with Standard Licence Condition 21B) which can reasonably be considered to cover the whole of that 12 month period, the quantity of Electricity and/or Gas which was treated as consumed at your Domestic Premises during the previous 12 months on the basis of those meter readings; or
- (b) where you have held your Domestic Supply Contract for:
  - (i) less than 12 months; or
  - (ii) at least 12 months and we have not obtained actual meter readings (including meter readings provided by you and accepted by us in accordance with Standard Licence Condition 21B) which can reasonably be considered to cover the whole of that 12 month period, the licensee's best estimate of the quantity of Electricity and/or Gas that you may be expected to consume during a 12 month period having regard to any relevant information that is available to us or which we could otherwise have reasonably ascertained (including any actual meter readings that have been obtained and which cover part of the previous 12 months);

#### Annual Statement

is to be interpreted in accordance with clause 31A and Standard Licence Condition 31A;

#### Authority

means the Gas and Electricity Markets Authority established under section 1 of the Utilities Act 2000

#### Bill

means an invoice or a demand for payment or any other instrument of the same or similar character and purpose;

#### Bundled Product

means a Tied Bundle, Opt-in Bundle or Opt-out Bundle

#### Category A Metering Arrangement

means using a meter on the basis of contractual arrangements whereby you are required to pay for the Charges for the Supply of Electricity and/or Gas on the basis of a single Unit Rate;

#### Category B Metering Arrangement

means using a meter on the basis of any contractual arrangement (other than a Category C Metering Arrangement, Category D Metering Arrangement, or Category E Metering Arrangement) whereby you are required to pay for the Charges

for the Supply of Electricity and/or Gas on the basis of Time of Use Rates;

### **Category C Metering Arrangement**

means using an Electricity Meter on the basis of contractual arrangements (other than a Category D Metering Arrangement or Category E Metering Arrangement) whereby you are required to pay for the Charges for the Supply of Electricity on the basis of two separate Unit Rates in circumstances where, during each period of 24 hours, one Unit Rate applies to up to two separate specified periods of time during that period of 24 hours and the other Unit Rate applies to the remaining separate periods of time during that period of 24 hours;

### **Category D Metering Arrangement**

means using an Electricity Meter on the basis of contractual arrangements (other than a Category C Metering Arrangement or Category E Metering Arrangement) whereby you are required to pay for the Charges for the Supply of Electricity on the basis of two or three separate Unit Rates in circumstances where, during each period of 24 hours:

- (a) one Unit Rate applies to a specified period of time during that period of 24 hours ("Period A");
- (b) one Unit Rate applies to a specified period of time which is different to Period A during that period of 24 hours ("Period B");
- (c) one Unit Rate applies to the remaining periods of time during that period of 24 hours which are separate to Period A and Period B;

### **Category E Metering Arrangement**

means using an Electricity Meter on the basis of any contractual arrangement (other than a Category C Metering Arrangement or Category D Metering Arrangement) whereby you are required to pay for the Charges for the Supply of Electricity on the basis of Time of Use Rates in circumstances where, during each period of 24 hours:

- (a) one or more Unit Rates apply to different periods of time which are determined by us and/or a Licensed Distributor and activated via the use of radio signals during that period of 24 hours; and
- (b) no more than one Unit Rate applies at any given period of time during that period of 24 hours;

### **Charges**

means Charges for the Supply of Electricity and Green Deal Charges;

### **"Charges for Supply Activities"**

means (excluding Separate Charges, a Security Deposit, a Dual Fuel Discount and an Online Account Management Discount) any charges or costs relating to activities that could reasonably be considered as being directly related to the supply of electricity and/or gas to premises, including (but not limited) to:

- (a) Customer billing;
- (b) meter reading;
- (c) data processing;
- (d) the provision of an Electricity and /or Gas Meter;
- (e) the transmission and distribution of electricity; and/or the transportation and shipping of gas
- (f) any form of electricity generation.

### **Charges for the Supply of Gas**

means, as between the us and you, charges made by us in respect of the supply of gas to your premises, including any charges made for the provision of a Gas Meter

### **Charges for the Supply of Electricity**

means, as between us and you, charges made by us in respect of the supply of electricity to your premises, including any charges made for the provision of an Electricity Meter

### **"Combined SLC 23 Notice"**

means a Notice which contains the information required by both:

- (a) paragraphs 23.3, 4, 5 and 5A of SLC 23 of the Electricity Supply Licence; and
- (b) paragraphs 23.3, 4, 5 and 5A of Standard Licence Condition 23 of the Gas Supply Licence, and
- (c) clauses 23.3,4,5, and 5A of this contract

### **Compensation Payment**

means any payment made by us (including any voluntary payment) to you in accordance with any customer service, complaint handling or redress arrangements which:

- (a) in the case of a payment which is required by the Authority, any legislation, licence conditions, formal redress arrangement, or by the courts, is the payment which we are required to provide; and
- (b) in all other cases, is a payment which is made solely on the basis of a specific issue which:
  - (i) relates to customer service, complaint handling or redress; and
  - (ii) specifically affects you

### **"Completion Date"**

means the date which is no later than 150 days after (and commencing with) the date we are required to provide you with an Annual Statement pursuant to clause 31A and Standard Licence Condition 31A.

### **"Concise Guidance"**

is to be interpreted in accordance with Standard Licence Condition 31 and currently means the concise guidance published by the National Consumer Council under section 19A of the Consumers, Estate Agents and Redress Act 2007

### **"Confidence Code"**

means the code of practice which sets out the requirements a provider of price comparison services must meet in order to be, and remain, accredited by the Authority (or such other person as may from time to time be responsible for such accreditations).

### **"Continuously Applied"**

means that:

- (a) an identical amount and type of value must be accrued per day or per kWh (as may be applicable and permitted by this condition) and no separate amount or type of value can otherwise be accrued;
- (b) the accrued value is provided to you:
  - (i) at least once a year;
  - (ii) where you change supplier or Tariff, in respect of the last date you were supplied by us or, as the case may be, were supplied under the same Tariff; and
  - (iii) no separate amount or type of value can otherwise be provided;
- (c) the accrued value provided to you is no more and no less than the amount accrued per day or per kWh (as may be applicable and permitted by condition 22B).

### **Contract**

includes, as between us and you, a contract deemed to have been made because of paragraph 23 of Schedule 7 to the Utilities

Act 2000 but does not include a Deemed Contract and related expressions must be read accordingly;

### **Core Tariff**

means, subject to the matters which may be excluded by virtue of Schedule 1 to Standard Licence Condition 22B, the Charges for the Supply of Electricity and/or Gas combined with all other terms and conditions that apply, or are in any way linked, to a particular type of Domestic Supply Contract or particular type of Deemed Contract;

### **Dead Tariff**

means a Tariff in respect of an Evergreen Supply Contract which is not a Live Evergreen Tariff;

### **"Dead Tariffs Window"**

means the period:

- (a) commencing with the 23rd October 2013 ; and
- (b) ending on 30 June 2014.

### **Deemed Contract**

means, as between us and you, for Electricity a contract deemed to have been made because of paragraph 3 of Schedule 6 to the Act but does not include a contract deemed to have been made because of paragraph 23 of Schedule 7 to the Utilities Act 2000;

and for Gas a contract deemed to have been made because of paragraph 8 of Schedule 2B to the Gas Act 1986 but does not include a contract deemed to have been made because of paragraph 19(2) of Schedule 5 to the Gas Act 1995

### **Domestic Premises**

has the meaning given in and is to be interpreted in accordance with Standard Licence Condition 6 (Classification of premises);

### **Domestic Supply Contract**

means a Contract for the supply of electricity and/or gas to Domestic Premises;

### **Disadvantageous Unilateral Variation**

is to be interpreted in accordance with clause 23.3 and paragraph 23.3 of standard condition 23;

### **Disconnect**

in relation to the supply of electricity and/or gas only, means to stop that supply to a Domestic Premises and related expressions must be read accordingly;

### **Discount**

means (excluding a Compensation Payment, an Outstanding Charges Discount, a Payment Difficulty Discount, FIT Payments and a Warm Home Discount) any form of payment, saving, rebate, benefit or reward (whether financial or otherwise) which is in any way linked or otherwise relates to a Domestic Supply Contract or Deemed Contract (and, for the avoidance of doubt, includes goods and services provided to you free of charge or at a reduced charge);

### **Distribution Licence**

means a distribution licence granted or treated as granted under section 6(1)(c) of the Electricity Act 1989

### **Distribution System**

has the meaning given in Standard Licence Condition 1 (Definitions and Interpretation) of the Distribution Licence

### **Dual Fuel Account**

means where:

- (a) we supply you with Electricity; and
- (b) we or an Affiliate Licensee ("the Relevant Affiliate") also

supply you with gas under a Gas Supply Licence; or

- (c) we supply you with Gas and
- (d) we or an Affiliate Licensee ("the Relevant Affiliate") also supply you with electricity under an Electricity Supply Licence; and
- (e) you are treated by us, and where applicable, the Relevant Affiliate, as being supplied under a single account for both the supply of electricity and gas;

### **Dual Fuel Discount**

means a Discount which complies with clause 23 and/or Standard Licence Condition 22B and which we may apply to a Tariff on the basis that you are supplied with both electricity and gas from us or us and an Affiliate Licensee at the same Domestic Premises;

### **Electricity Meter**

means a meter which conforms to the requirements of paragraph 2 of Schedule 7 to the Electricity Act 1989 and is of an appropriate type for measuring the quantity of electricity supplied;

### **Electricity Supplier**

means any person Authorised to supply electricity;

### **"Energy Consumer Guidance"**

is to be interpreted in accordance with Standard Licence Condition 31 and currently means the energy consumer guidance published by the National Consumer Council under section 19A of the Consumers, Estate Agents and Redress Act 2007

### **"Energy Literacy Information"**

means any information designed to assist Domestic Customers with their understanding of the gas and electricity sectors, displayed in a format and manner as may be specified by the Authority.

### **Evergreen Supply Contract**

means a Domestic Supply Contract (or, where applicable, part of a Domestic Supply Contract) which is for a period of an indefinite length and which does not contain a fixed term period that applies to any of the terms and conditions of that Domestic Supply Contract;

### **Electricity Supply Licence**

means an electricity supply licence granted or treated as granted under section 6(1)(d) of the Electricity Act 1989;

### **Estimated Annual Costs**

Means the total amount in pounds sterling inclusive of VAT based on a calculation prescribed by the Authority

### **Estimated Annual Savings**

means:

- (a) in the case of a Relevant Cheapest Tariff, the difference between the Estimated Annual Costs which apply to the Relevant Cheapest Tariff and your Estimated Annual Costs; and
- (b) in the case of an Alternative Cheapest Tariff, the difference between the Estimated Annual Costs which apply to the Alternative Cheapest Tariff and your Estimated Annual Costs;

### **Exact Tariff Name**

means the full and exact name used by us to describe and promote a particular Tariff

### **Exact Payment Method**

means the exact name used by us to describe the payment

method that applies to a particular Tariff (which must include a description of the characteristics of the payment method and, where applicable, the frequency of the payment method);

#### **Feed in Tariff (FIT) Payments**

is to be interpreted in accordance with Standard Licence Condition 33;

#### **Fixed Term Supply Contract**

means a Domestic Supply Contract (or, where applicable, part of a Domestic Supply Contract) with a fixed term period that applies to any of the terms and conditions of that Domestic Supply Contract;

#### **Gas Meter**

means a meter which conforms to the requirements of section 17(1) of the Gas Act 1986 and is of an appropriate type for registering the quantity of gas supplied;

#### **Gas Supply Licence**

means a gas supply licence granted or treated under section 7A(1) of the Gas Act 1986

#### **Gas Transporter Licence**

means a gas transport licence granted or treated as granted under section 7(2) of the Gas Act 1986

#### **Green Deal Charge**

means a payment required to be made under a Green Deal Plan by a Green Deal Bill Payer, as referred to in section 1(6) of the Energy Act 2011

#### **Green Deal Plan**

has the meaning given to "green deal plan" in section 1(3) of the Energy Act 2011;

#### **Green Deal Premises**

has the meaning given in paragraph 7 of Standard Licence Condition 6 of our Electricity Supply Licence

#### **Green Deal Provider**

means a person who is authorised to act as a green deal provider under the Green Deal Regulations

#### **Holding Company**

means a holding company within the meaning of sections 736, 736A and 736B of the Companies Act 1985;

#### **Last Resort Supply Direction**

means a direction given by the Authority to us that specifies or describes the premises to be supplied with electricity in accordance with Standard Licence Condition 8 (Obligations under Last Resort Supply Direction);

#### **Licensed Distributor**

means any holder of a Distribution Licence;

#### **Live Evergreen Tariff**

means a Tariff in respect of an Evergreen Supply Contract which continues to be capable of being entered into by all Domestic Customers in the Region in which the Tariff is available;

#### **Live Fixed Term Tariff**

means a Tariff in respect of a Fixed Term Supply Contract which continues to be capable of being entered into by all Domestic Customers in the Region in which the Tariff is available;

#### **Master Registration Agreement**

means the agreement of that name referred to and providing for such matters as are set out in standard condition 37 (Metering

Point Administration Service and the Master Registration Agreement) of the Distribution Licence;

#### **Multi-Site Contract**

has the meaning given in and is to be interpreted in accordance with Standard Licence Condition 6 (Classification of premises);

#### **Network Code**

has the meaning given in and is to be interpreted in accordance with standard condition 9 of the Gas Transporter Licence

#### **Non-Domestic Premises**

has the meaning given in and is to be interpreted in accordance with Standard Licence Condition 6 (Classification of premises);

#### **Non-Energy Product**

means any goods and/or services that could not reasonably be considered as being directly related to the supply of gas and or electricity to premises

#### **Non-Green Deal Premises**

has the meaning given in paragraph 8 of Standard Licence Condition 6;

#### **Non-Time of Use Tariff**

means a Tariff which is not a Time of Use Tariff;

#### **Notice**

means notice given directly to you in Writing;

#### **Offline Account Management**

means any account management arrangement which is not Online Account Management;

#### **Online Account Management**

means any arrangement whereby you do not receive a paper version of a Bill or statement of account and would need to access the internet and use a computer or communication device;

#### **Online Account Management Discount**

means a Discount which complies with clause 22B and Standard Licence Condition 22B and which we may apply to a Tariff on the basis that you are subject to Online Account Management

#### **Opt-in Bundle**

means one or more Non-Energy Products (which may include a choice from a selection of Non-Energy Products) that are not initially combined with a Core Tariff, but which you can choose to receive and which would then be combined with, or in any way linked to, a Core Tariff;

#### **Opt-out Bundle**

means one or more Non-Energy Products (which may include a choice from a selection of Non-Energy Products) that are combined with, or in any way linked to, a Core Tariff, but which you can choose not to receive;

#### **Outstanding Charges Discount**

means any form of reduction, saving, or write-off provided by us in respect of a specific Domestic Customer (including a Domestic Customer whose identity is unknown) on the basis that the Domestic Customer has Outstanding Charges and/or Other Outstanding Charges;

#### **Other Outstanding Charges**

means the amount of any charges for goods and/or services (other than Charges) which are due to us from you, have been demanded of you by us in Writing at least 28 days previously and remain unpaid;

### **Outstanding Charges**

means the amount of any Charges which are due to us from you, have been demanded of you by us in Writing at least 28 days previously and remain unpaid;

### **Participating Interest**

has the meaning given by section 260 of the Companies Act 1985;

### **Payment Difficulty Discount**

means any form of reduction, saving, or write-off provided by us to you on the basis that paragraph 27.5 of Standard Licence Condition 27 applies to you

### **Prepayment Meter**

includes any Electricity Meter operating in a mode which requires you to pay Charges in advance, and references to the installation or removal of a Prepayment Meter includes the switching of any Electricity Meter to or from such a mode;

### **Principal Terms**

means, in respect of any form of Contract or Deemed Contract, the terms that relate to:

- (a) Charges;
- (aa) where we are relying on sub-clause 22C.11(a) and/or sub-paragraph 22C.11(a) of Standard Licence Condition 22C or sub-clause 23.8 (a) and/or sub-paragraph 23.8(a) of Standard Licence Condition 23, the method by which Charges for the Supply of Electricity fluctuate automatically;
- (ab) where we are relying on sub-clause 22C.11(b) and/or sub-paragraph 22C.11(b) of Standard Licence Condition 22C or sub-clause 23.8 (b) and/or sub-paragraph 23.8(b) of standard condition 23, the precise variations to the Charges for the Supply of Electricity;
- (ac) Where we are relying on sub-clause 22C.11B and/or paragraph 22C.11B of Standard Licence Condition 22C and sub-clause 23.8A and/or paragraph 23.8A of Standard Licence Condition 23:
  - (i) moving you from one payment method to another and the precise circumstances when that will occur; and
  - (ii) the precise variations to the Charges for the Supply of Electricity and other terms and conditions which would occur as a result of you being moved from one payment method to another;
- (ad) Where we are relying on sub-clause 22C.11B and/or paragraph 22C.11B of Standard Licence Condition 22C but not sub-clause 23.8A and/or paragraph 23.8A of Standard Licence Condition 23, moving you from one payment method to another and the precise circumstances when that will occur;
- (b) any requirement to pay Charges for the Supply of Electricity through a Prepayment Meter;
- (ba) in relation to a Domestic Supply Contract, any Credit Limiting which applies, including the Credit Limit;
- (bb) in relation to a Domestic Supply Contract, any Load Limiting which applies, including the Load Limit;
- (c) any requirement for a Security Deposit;
- (d) the duration of the Contract or Deemed Contract (including, but not limited to, the duration of any fixed term periods and any arrangements for renewing or extending the duration of the Contract or any fixed term periods);
- (e) the rights to end the Contract (including any obligation to pay a Termination Fee) or the circumstances in which a Deemed Contract will end,

and any other term that may reasonably be considered to significantly affect the evaluation by you of the Contract under which electricity and/or gas may be supplied to your premises;

### **Proposed Supplier Transfer**

in relation to any premises at we are supplying electricity and/or gas, means the proposed transfer of responsibility for that supply from that Supplier to any other Supplier;

### **Protocol**

means the arrangements in force under the Master Registration Agreement for electricity or the Supply Point Administration Agreement for gas by which Charges owed to a Supplier by a Domestic Customer to whom electricity and/or gas is supplied through a Prepayment Meter may be assigned to any other Supplier

### **"Relevant Charge"**

an increase or variation of the Charges for the Supply of Electricity and/or gas or any other charge or fee

### **Relevant Cheapest Tariff**

means, in comparison with the Estimated Annual Costs for each specific Domestic Customer's Tariff, the cheapest Tariff available from us (or, where there are any Affiliate Licensees, us and any Affiliate Licensee) for you based on:

- (a) your Estimated Annual Costs applied in respect of the cheapest Tariff, rather than the Tariff you are currently subject to;
- (b) where you are not subject to a Prepayment Meter, the cheapest Tariff compatible with the Meter installed at your premises;
- (c) where you are subject to a Prepayment Meter, the cheapest Tariff compatible with the Prepayment Meter installed at your premises;
- (d) your Account Management Arrangement;
- (e) where you are subject to an Evergreen Supply Contract, an Evergreen Supply Contract;
- (f) where you are subject to a Fixed Term Supply Contract, a Fixed Term Supply Contract; and
- (g) consideration of both Time of Use Tariffs for which appropriate consumption data is available and Non-Time of Use Tariffs;

### **Relevant Cheapest Evergreen Tariff**

means, in comparison with the Estimated Annual Costs for each specific Domestic Customer's Tariff, the cheapest Tariff for an Evergreen Supply Contract available from us (or, where there are any Affiliate Licensees, us and any Affiliate Licensees) for you based on:

- (a) your Estimated Annual Costs applied in respect of the cheapest Tariff for an Evergreen Supply Contract, rather than the Tariff you are currently subject to;
- (b) your current payment method;
- (c) your current Relevant Meter Type;
- (d) where you are subject to a Prepayment Meter, the cheapest Tariff for an Evergreen Supply Contract compatible with the Prepayment Meter installed at your premises; and
- (e) your Account Management Arrangement;

### **"Relevant Matters for SLC 22C"**

means:

- (a) the format and/or display of any information which must be included in an SLC 22C Statement of Renewal Terms and the Notice referred to in sub-clause 22C.5(a); and

- (b) the interpretation of Standard Licence Condition 22C (including in respect of definitions which appear in Standard Licence Condition 1).

#### **"Relevant Matters for SLC 23"**

means:

- (a) the format and/or display of any information which must be included in a SLC 23 Notice
- (b) the methodology by which any calculations in relation to any information which must be included in a SLC 23 Notice must be carried out by us (including, but not limited to, any calculations relating to your electricity and/or gas consumption and your monthly and annual costs; and
- (c) the interpretation of Standard Licence Condition 23 (including in respect of definitions which appear in Standard Licence Condition 1).

#### **"Relevant Matters for Section A of SLC 31A"**

means:

- (a) the format and/or display of any information which must be included in a Bill and statement of account;
- (b) the methodology by which any calculations in relation to any information which must be included in a Bill and statement of account must be carried out by us (including, but not limited to, any calculations relating to your electricity and/or gas consumption and your monthly and annual costs; and
- (c) the interpretation of section A of Standard Licence Condition 31A (including in respect of definitions which appear in Standard Licence Condition 1).

#### **"Relevant Matters for Section B of SLC 31A"**

means:

- (a) the format and/or display of any information which must be included in an Annual Statement;
- (b) the methodology by which any calculations in relation to any information which must be included in an Annual Statement must be carried out by us (including, but not limited to, any calculations relating to your electricity and/or gas consumption and your monthly and annual costs; and
- (c) the interpretation of section B of Standard Licence Condition 31A (including in respect of definitions which appear in Standard Licence Condition 1).

#### **Relevant Meter Type**

means using an Electricity Meter on the basis of only one of the following contractual arrangements:

- (a) a Category A Metering Arrangement;
- (b) a Category B Metering Arrangement;
- (c) a Category C Metering Arrangement;
- (d) a Category D Metering Arrangement; or
- (e) a Category E Metering Arrangement;

And using a Gas Meter on the basis of only one of the following contractual arrangements:

- (a) a Category A Metering Arrangement;
- (b) a Category B Metering Arrangement

#### **"Relevant Principal Terms"**

means, in respect of any form of Contract or Deemed Contract, the terms that relate to:

- (a) Charges for the Supply of Electricity;
- (aa) where we are relying on sub-clause 11(a) of clause 22C

and/or sub-paragraph 11(a) of Standard Licence Condition 22C or sub-clause 8(a) of clause 23 and/or sub-paragraph 8(a) of Standard Licence Condition 23, the method by which Charges for the Supply of Electricity fluctuate automatically;

- (ab) where we are relying on sub-clause 11(b) of clause 22C and/or sub-paragraph 11(b) of standard condition 22C or sub-clause 8(b) of clause 23 and/or sub-paragraph 8(b) of standard condition 23, the precise variations to the Charges for the Supply of Electricity;
- (b) the duration of the Contract or Deemed Contract (including, but not limited to, the duration of any fixed term periods and any arrangements for renewing or extending the duration of the Contract or any fixed term periods);
- (c) the rights to end the Contract (including any obligation to pay a Termination Fee) or the circumstance in which a Deemed Contract will end; and
- (d) any other terms that may reasonably be considered to significantly affect the evaluation by you whether to change your Electricity Supplier

#### **Relevant Product**

A Bundled Product which constitutes a Discount and Reward Points Discount which is not Continuously Applied and is not a Dual Fuel Discount, an Online Account Management Discount nor an adjustment for payment methods

#### **"Relevant Time"**

means as soon as possible after the last month of each 12 Month Period, but in any event no later than 30 days after the end of that 12 Month Period.

#### **Representative**

in relation to us, means any person directly or indirectly authorised to represent us in our dealings with Customers;

#### **Reward Points Discount**

means a Discount which:

- (a) is not pounds sterling or a currency of any other country; and
- (b) only provides for a points system whereby points are awarded to you which can ultimately be redeemed in exchange for a range of goods or services (or as part payment towards goods or services);

#### **Same Domestic Customer**

means a Domestic Customer which, following all reasonable steps being taken by us can reasonably be identified as being the same person which is supplied with both electricity and gas from us or us and an Affiliate Licensee at the same Domestic Premises

#### **Security Deposit**

means a deposit of money as security for the payment of Charges;

#### **"Separate Charges"**

means (in so far as they are compatible with any relevant provisions of legislation, law or other licence conditions):

- (a) charges levied on particular occasions in respect of matters related to our statutory powers to Disconnect premises;
- (b) charges levied on particular occasions in relation to our statutory powers in respect of rights of entry to premises
- (c) charges levied on particular occasions in respect of:
- (i) removing, inspecting (rather than meter reading), re-installing, testing, installing, or repairing a meter; or
- (ii) changing the position of a meter installed at premises;



- (d) charges levied on particular occasions in respect of making of a connection between premises and a Distribution System of a Licensed Distributor;
- (e) a Termination Fee levied on a particular occasion;
- (f) fees or charges levied on particular occasions in respect of, or related to, the late payment of Bills;
- (g) charges levied on particular occasions in respect of providing replacement prepayment meter cards or payment cards;
- (h) charges levied on particular occasions in respect of providing additional copies of any documentation to you;
- (i) charges that may be levied on you from your telephone provider in respect of telephone calls;
- (j) any charges which are expressly required by any licence condition or legislation; and
- (k) charges levied on particular occasions in respect of any matters specified in directions which, following consultation (which may be conducted before this condition takes effect), the Authority may issue and may from time to time revise.

### SLC

means a Standard Licence Condition of the Licences issued to us to supply Electricity and Gas

### "SLC 22C Exempt Information"

means:

- (a) the SLC 22C Supplier and Customer Information;
- (b) the Notice referred to in sub-clause 22C.5(a);
- (c) the information required by sub-paragraph 31C.5(e) of Standard Licence Condition 31C (Tariff Comparison Rate); and
- (d) the information required by clause 31E and/or Standard Licence Condition 31E.

### "SLC 22C Statement of Renewal Terms"

means a statement which:

- (a) is set out in Writing;
- (b) contains a prominent title which clearly informs you that the fixed term period of your existing Fixed Term Supply Contract is due to end and you need to consider your options;
- (c) without prejudice to SLC 22C Exempt Information only contains the following information:
  - (i) the date the fixed term period of the existing Fixed Term Supply Contract is due to end;
  - (ii) the following statement, presented in a manner which is readily distinguishable from the other text presented in the Statement of Renewal Terms: "Remember – it might be worth thinking about switching your tariff or supplier";
  - (iii) information about where you may obtain impartial advice and information about changing your Supplier;
  - (iv) a statement explaining that if you do not change supplier or do not expressly agree a new Evergreen Supply Contract, a new Fixed Term Supply Contract or a further fixed term period for a Fixed Term Supply Contract by the date the fixed term period of the existing Fixed Term Supply Contract is due to end, you will become subject to the Relevant Cheapest Evergreen Tariff;
- (v) a statement explaining that the following information is provided in a separate part of the SLC 22C Statement of Renewal Terms:

- (1) the Principal Terms that currently apply to you;
- (2) the Principal Terms that would apply if you become subject to the Relevant Cheapest Evergreen Tariff by virtue of sub-clause 22C.7; and
- (3) where a Notice is also being provided to you pursuant to sub-clause 22C.5(a) below, the Principal Terms that would apply if you agree a further fixed term period for an existing Fixed Term Supply Contract;
  - (vi) information about how and when you may terminate your Fixed Term Supply Contract without being charged a Termination Fee and a statement explaining the effect of 2sub-clauses 24.8 to 24.12 of clause 24;
  - (vii) your Estimated Annual Costs in the event that you become subject to the Relevant Cheapest Evergreen Tariff by virtue of 2sub-clause 22C.7;
  - (viii) the Exact Tariff Name of your Relevant Cheapest Tariff and your Estimated Annual Savings based on the premise that you are now subject to the Relevant Cheapest Evergreen Tariff; and
  - (ix) the Exact Tariff Name of your Alternative Cheapest Tariff and your Estimated Annual Savings based on the premise that you are now subject to the Relevant Cheapest Evergreen Tariff; and

- (d) contains a separate part which provides the following information in a form which is easily comparable and clearly illustrates the main differences in the Principal Terms:
  - (i) the Principal Terms that currently apply to you;
  - (ii) the Principal Terms that would apply if you become subject to the Relevant Cheapest Evergreen Tariff by virtue of 2sub-clause 22C.7; and,
  - (iii) where a Notice is also being provided to you pursuant to sub-clause 22C.5(a) below, the Principal Terms that would apply if you agree a further fixed term period for an existing Fixed Term Supply Contract;
- (e) contains a separate part which, in accordance with sub-clause 31E.8 of clause 31E (Provision of Tariff Information Label and Estimated Annual Costs at the same time as Principal Terms), contains the Tariff Information Label for each set of Principal Terms provided pursuant to sub-clause 22C.3(d); and
- (f) contains a separate part which, in accordance with sub-clause 31E.8 of clause 31E (Provision of Tariff Information Label and Estimated Annual Costs at the same time as Principal Terms), contains your Estimated Annual Costs for each set of Principal Terms provided pursuant to sub-clauses 22C.3(d)(i) and (iii) (but not your Estimated Annual Costs for the set of Principal Terms provided pursuant to sub-clause 22C.3(d)(ii), which must already be provided in accordance with sub-clause 22C.3(c)(vii)).

### "SLC 22C Supplier and Customer Information"

means:

- (a) our name and contact details;
- (b) your name and address;
- (c) other information used for the purposes of identifying you; and
- (d) the date of the SLC 22C Statement of Renewal Terms and the Notice referred to in sub-clause 22C.5(a).

### "SLC 22D Exempt Information"

means:

- (a) SLC 22D Supplier and Customer Information;
- (b) the information required by sub-paragraph 31C.5(e) of Standard Licence Condition 31C (Tariff Comparison Rate);



and

- (c) the information required by clause 31E and/or Standard Licence Condition 31E.

#### **"SLC 22D Information Restrictions"**

means any or all of the following requirements:

- (a) that the Notice issued pursuant to sub-clause 22D.9 only contains information which is specified by the Authority; and/or
- (b) that the Notice issued pursuant to sub-clause 22D.9 is not to be provided in conjunction with any other information, including (but not limited to) a Bill, statement of account, Annual Statement or marketing material.

#### **"SLC 22D Supplier and Customer Information"**

means:

- (a) our name and contact details;
- (b) your name and address;
- (c) other information used for the purposes of identifying you; and
- (d) the date of the Notice.

#### **"SLC 23 Exempt Information"**

means:

- (a) SLC 23 Supplier and Customer Information;
- (b) the information required by sub-paragraph 31C.5(e) of Standard Licence Condition 31C (Tariff Comparison Rate); and
- (c) the information required by clause 31E and/or Standard Licence Condition 31E.

#### **"SLC 23 Notice"**

means a Notice referred to in sub-clauses 23.3 and 23.4

#### **"SLC 23 Supplier and Customer Information"**

means:

- (a) our name and contact details;
- (b) your name and address;
- (c) other information used for the purposes of identifying you; and
- (d) the date of the SLC 23 Notice

#### **"SLC 31A Supplier and Customer Information"**

means:

- (a) our name and contact details;
- (b) your name and address;
- (c) other information used for the purposes of identifying you; and
- (d) the date of the Annual Statement.

#### **"SLC 31A Exempt Information"**

means:

- (a) the SLC 31A Supplier and Customer Information;
- (b) the information required by sub-paragraph 31C.5(e) of Standard Licence Condition 31C (Tariff Comparison Rate); and
- (c) the information required by clause 31E and/or Standard Licence Condition 31E.

#### **"Specified Date"**

means on and from 31 March 2014

#### **Staggered Charging Tariff**

means a Tariff for a Fixed Term Supply Contract which, in accordance with sub-clause 22C.11(b) of clause 22C and/or sub-paragraph 22C.11(b) of standard condition 22C or sub-clause 23.8(b) of clause 23 and/or sub-paragraph 23.8(b) of standard condition 23, has precise variation or variations to the Charges for the Supply of Electricity which are scheduled to occur automatically by a precise amount (or precise amounts) and on a precise date (or precise dates) which is not subject to our discretion.

#### **Standing Charge**

means a monetary amount (which may be zero) that is continuously chargeable to you on a daily basis and which is chargeable in addition to charges arising on the basis of a Unit Rate;

#### **Standard Licence Condition**

means a Standard Licence Condition of the Licences issued to us to supply Electricity and Gas

#### **Subsidiary**

means a subsidiary within the meaning of sections 736, 736A and 736B of the Companies Act 1985;

#### **Supply Point Administration Agreement**

means the Supply Point Administration Agreement designated by the Authority in accordance with Standard Licence Condition 34A (The Supply Point Administration Agreement) of our Gas Supply Licence in the form in which that licence was in force at 31st July 2007

#### **"Switching Window"**

For the purposes of clause 24 and/or Standard Licence Condition 24 means the period which begins 49 days before the date the fixed term period of a Fixed Term Supply Contract is due to end and which ends on the date the fixed term period of a Fixed Term Supply Contract is due to end.

#### **Tariff**

means the Charges for the Supply of Electricity combined with all other terms and conditions that apply, or are in any way linked, to a particular type of Domestic Supply Contract or particular type of Deemed Contract;

#### **Tariff Comparison Rate**

means the total amount in pence per kWh (expressed to two decimal places and inclusive of value added tax) based on a calculation prescribed by the Authority

#### **Termination Fee**

means any sum of money or other compensation (whether financial or not) which might be demanded of you solely because your Domestic Supply Contract or Deemed Contract has ended;

#### **Tied Bundle**

means a Non-Energy Product that is combined with, or in any way linked to, a Core Tariff and which you have to receive

#### **Time of Use Tariff**

means a Tariff whereby the Charges for the Supply of Electricity and/or Gas include two or more Unit Rates in circumstances where no more than one Unit Rate applies to any given period of time and no Unit Rates vary by the level of consumption;

#### **Undertaking**

has the meaning given in section 259 of the Companies Act 1985

#### **Unit Rate**

means the monetary amount that is chargeable in respect of each unit of electricity consumed;

## Warm Home Discount

means a monetary amount provided by us pursuant to regulations made under section 11 of the Energy Act 2010;

## Writing

includes writing sent or received by Electronic Communication and "Written" shall be construed accordingly.

## Working Day

means any day other than a Saturday, a Sunday, Christmas Day, Good Friday or a day that is a bank holiday within the meaning of the Banking and Financial Dealings Act 1971;

## "Zones"

means the areas labelled "A", "B", "C", "D", "E" and "F" in the template picture set out in part 1 of schedule 4 to Standard Licence Condition 31A.

## Condition 7 Terms of Contracts and Deemed Contracts

### Termination of Contracts and Deemed Contracts

7. Any Contract or Deemed Contract with you for the supply of electricity and/or gas to your premises will end when a Last Resort Supply Direction given to any other Electricity Supplier has effect in relation to your premises.
- 7.2 If your Domestic Supply Contract provides for both the supply of electricity and/or gas to your premises and the provision of any other good or service, the reference in sub-clause 7.1 to ending that contract is a reference to ending it for the supply of electricity and/or gas to the premises only.
- 7.2A The reference in sub-clause 7.2 to any other service shall not be construed to include the collection of Green Deal Charges

### Terms of Deemed Contracts must not be unduly onerous

- 7.3 We will take all reasonable steps to ensure that the terms of each of our Deemed Contracts are not unduly onerous
- 7.4 We will ensure that the revenue derived from supplying electricity and/or gas to your premises will not
- (a) significantly exceed our costs of supplying electricity and/or gas to your premises; and
  - (b) exceed such costs of supplying electricity and/or gas by significantly more than our revenue exceeds our costs of supplying electricity and/or gas to the premises of the generality of our Domestic Customers (excluding from the calculation premises supplied in accordance with our obligations under a Last Resort Supply Direction).

### Continuity and termination of Deemed Contracts

- 7.5
- (a) Where you are being supplied under a Deemed Contract and intend your premises to be supplied with electricity and/or gas under a Contract with us or any other supplier, the Deemed Contract will continue to have effect until we, or the other supplier, begin to supply your premises under that Contract
- 7.6 Where you are being supplied under a Deemed Contract, we will not charge you a Termination Fee.
- 7.6A Where you are being supplied under a Deemed Contract we will not
- (a) provide for any fixed term period;
  - (b) provide for any Termination Fee; or
  - (c) subject to clause 23 of npowers terms and conditions require you to give any form of notice before you are able to change supplier
- 7.6B Where you are being supplied under a Deemed Contract, we will not, and will ensure that our staff and

any Representative do not, inform you that you are:

- (a) required to pay a Termination Fee;
- (b) subject to a fixed term period; or
- (c) subject to clause 23 of npowers terms and conditions required to give any form of notice before you are able to change supplier.

### Information for Customers about Deemed Contracts

- 7.7 If we supply your premises under a Deemed Contract, we will take all reasonable steps to provide you with:
- (a) the Principal Terms of the Deemed Contract; and
  - (b) Notice that Contracts, with terms that may be different from the terms of Deemed Contracts, may be available and of how information about such Contracts may be obtained.
- 7.8 If you request a copy of a Deemed Contract that we have available, we will provide it to you within a reasonable period of time after receiving your request.

### Calculation of consumption under Deemed Contracts

- 7.9 In determining your consumption of electricity and/or gas that is to be treated as supplied to or taken at your premises under a Deemed Contract, we will act reasonably and take into account available electricity consumption data for the premises and any other relevant factor

### Effect of Last Resort Supply Direction on Deemed Contracts

- 7.10 If you are being supplied under a Deemed Contract because a Last Resort Supply Direction has been issued in relation to your premises, sub-clause 7.3 and sub-clause 7.7(b) do not apply until that direction stops having effect.
- 7.11 We will ensure that the terms and conditions of each Deemed Contract comply with the provisions of this clause 7 and Standard Licence Condition 7.
- 7.12 We will ensure that each Deemed Contract contains terms and conditions which reflect the effect of the provisions of this clause 7 and Standard Licence Condition 7.
- 7.13 We will not enforce or take advantage of any term of a Deemed Contract if:
- (a) the inclusion of that term is incompatible with this clause 7 and Standard Licence Condition 7;
- or
- (b) the enforcement or the taking advantage of that term would be so incompatible.

### Guidance

- 7.14 We will have regard to any guidance on Standard Licence Condition 7 which, following consultation the Authority may issue and may from time to time revise (following further consultation)
- (NB Clauses 7.1;7.2;7.2A;7.3;7.4;7.5;7.6;7.7;7.8;7.9;7.10 are all in force now, all other clauses are effective from 23.10.13)

### Condition 22A Unit Rate and Standing Charge requirements

- 22A.2 In respect of supplying electricity and/or gas to you under a Deemed Contract or Domestic Supply Contract, we will ensure that all Charges for Supply Activities are incorporated within:
- (a) where the Domestic Supply Contract or Deemed Contract is for a Non-Time of Use Tariff:
    - (i) a single Standing Charge; and/or
    - (ii) a single Unit Rate; and
  - (b) where the Domestic Supply Contract or Deemed

Contract is for a Time of Use Tariff:

- (i) a single Standing Charge; and/or
- (ii) Time of Use Rates.

#### **Exception to compliance with this clause**

**22A.4** We will not be required to comply with this clause 22A and/or Standard Licence condition 22A to such extent and subject to such conditions as the Authority may from time to time direct.

(NB The above clauses of 22A are effective from 23.10.13 for the purposes of clause 22D only; and from 31.12.13 for all other purposes)

#### **Condition 22b restriction on Tariff Numbers and tariff simplification**

##### **Exception to Continuously Applied rule for Bundled Products which constitute a Discount and Reward Points Discount**

**22B.28** Where we have provided you with a Bundled Product which constitutes a Discount and Reward Points Discounts (the "Relevant Product") on a basis which is not Continuously Applied

- (a) and the Relevant Product is not a Dual Fuel Discount Online Account Management Discount or an adjustment for your payment method
- (b) if you terminate your Domestic Supply Contract:
  - (i) you will not be required to pay back or otherwise return a Relevant Product which has already been received by you ; and
  - (ii) in respect of any Relevant Product (excluding any Bundled Product which involves a service of an enduring nature) which you would otherwise have been entitled to receive at a future date, you will receive either:
    - (1) the Relevant Product; or
    - (2) a Compensation Payment.

#### **Exception to compliance with this clause**

**22B.36** We will not be required to comply with this clause 22B and/or Standard Licence Condition 22B to such extent and subject to such conditions as the Authority may from time to time direct.

(NB The above clauses of 22B are effective from 23.10.13 for the purposes of clause 22D only; and from 31.12.13 for all other purposes)

#### **Condition 22C Fixed Term Supply Contracts**

##### **Prohibition on further fixed term periods**

**22C.2** Without prejudice to sub-clauses 22C.5, 22C.7 and 22C.8 and sub-clause 24.9 of clause 24

We will not extend in any way the duration of any fixed term period that applies to a Fixed Term Supply Contract unless you expressly agree to such extension

##### **Renewal of Fixed Term Supply Contracts**

**22C.3** We will prepare a statement (hereafter referred to as an "SLC 22C Statement of Renewal Terms") which:

- (a) is set out in Writing;
- (b) contains a prominent title which clearly informs you that the fixed term period of your existing Fixed Term Supply Contract is due to end and you need to consider your options;
- (c) without prejudice to SLC 22C Exempt Information only contains the following information:
  - (i) the date the fixed term period of your existing Fixed Term Supply Contract is due to end;

- (ii) the following statement, presented in a manner which is readily distinguishable from the other text presented in the Statement of Renewal Terms: "Remember – it might be worth thinking about switching your tariff or supplier";
- (iii) information about where you may obtain impartial advice and information about changing your Supplier;
- (iv) a statement explaining that if you do not change supplier or do not expressly agree a new Evergreen Supply Contract, a new Fixed Term Supply Contract or a further fixed term period for a Fixed Term Supply Contract by the date the fixed term period of the existing Fixed Term Supply Contract is due to end, you will become subject to the Relevant Cheapest Evergreen Tariff;
- (v) a statement explaining that the following information is provided in a separate part of the SLC 22C Statement of Renewal Terms:
  - (1) the Principal Terms that currently apply to you
  - (2) the Principal Terms that would apply if you become subject to the Relevant Cheapest Evergreen Tariff by virtue of sub-clause 22C.7; and
  - (3) where a Notice is also being provided to you pursuant to sub-clause 22C.5(a) below, the Principal Terms that would apply if you agree a further fixed term period for an existing Fixed Term Supply Contract
  - (vi) information about how and when you may terminate your Fixed Term Supply Contract without being charged a Termination Fee and a statement explaining the effect of sub-clauses 24.8 to 24.12 of clause 24;
  - (vii) your Estimated Annual Costs in the event that you become subject to the Relevant Cheapest Evergreen Tariff by virtue of sub-clause 22C.7;
  - (viii) the Exact Tariff Name of your Relevant Cheapest Tariff and your Estimated Annual Savings based on the premise that you are now subject to the Relevant Cheapest Evergreen Tariff; and
  - (ix) the Exact Tariff Name of your Alternative Cheapest Tariff and your Estimated Annual Savings based on the premise that you are now subject to the Relevant Cheapest Evergreen Tariff; and
- (d) contains a separate part which provides the following information in a form which is easily comparable and clearly illustrates the main differences in the Principal Terms:
  - (i) the Principal Terms that currently apply to you;
  - (ii) the Principal Terms that would apply if you become subject to the Relevant Cheapest Evergreen Tariff by virtue of sub-clause 22C.7; and,
  - (iii) where a Notice is also being provided to you pursuant to sub-clause 22C.5(a) below, the Principal Terms that would apply if you agree a further fixed term period for an existing Fixed Term Supply Contract;
- (e) contains a separate part which, in accordance with sub-clause 31E.8 of clause 31E (Provision of Tariff Information Label and Estimated Annual Costs at the same time as Principal Terms), contains the Tariff Information Label for each set of Principal Terms provided pursuant to sub-clause 22C.3(d); and
- (f) contains a separate part which, in accordance with sub-clause 31E.8 of clause 31E (Provision of Tariff Information Label and Estimated Annual Costs at the same time as Principal Terms), contains your Estimated

Annual Costs for each set of Principal Terms provided pursuant to sub-clauses 22C.3(d)(i) and (iii) (but not your Estimated Annual Costs for the set of Principal Terms provided pursuant to sub-clause 22C.3(d)(ii), which must already be provided in accordance with sub-clause 22C.3(c)(vii)).

**22C.4** We will

- (a) provide you with a copy of the SLC 22C Statement of Renewal Terms no earlier than 49 days and no later than 42 days before the fixed term period of your Fixed Term Supply Contract is due to end; and
- (b) with the exception of the Notice described in sub-clause 22C.5, ensure that the SLC 22C Statement of Renewal Terms is separate from any other document (including, but not limited to, a Bill, statement of account, Annual Statement or marketing material) and is provided to you separately from any other document (including, but not limited to, a Bill, statement of account, Annual Statement or marketing material).

**22C.5** In relation to any Fixed Term Supply Contract, we may only extend the duration of that Contract for a further fixed term period (with or without any changes to other terms and conditions, including the Charges for the Supply of Electricity and/or gas) if:

- (a) no earlier than 49 days and no later than 42 days before the fixed term period of an existing Fixed Term Supply Contract is due to end, we have given you a copy of the SLC 22C Statement of Renewal Terms which complies with sub-clause 22.3 and which incorporates a Notice which:
  - (i) with the exception of the SLC 22C Statement of Renewal Terms, is not to be provided in conjunction with, or contain, any other information, including (but not limited to) a Bill, statement of account or marketing material;
  - (ii) informs you that we are seeking your express agreement in Writing to a further fixed term period with or without proposed changes to other terms and conditions (including the Charges for the Supply of Electricity and/or gas);
  - (iii) informs you of the duration of the proposed further fixed term period and the nature, purpose and effect of any proposed changes to other terms and conditions (including the Charges for the Supply of Electricity and/or gas);
  - (v) without prejudice to SLC 22 Supplier and Customer Information and the SLC 22C Statement of Renewal Terms, does not include any other information.
  - (iv) informs you that you are under no obligation to agree to the proposed further fixed term period or any proposed changes to other terms and conditions (including the Charges for the Supply of Electricity and/or gas); and
- (b) You have expressly agreed in Writing to the proposed further fixed term period and, where applicable, any proposed changes to other terms and conditions (including the Charges for the Supply of Electricity) in response to the Notice given by us in accordance with sub-clause 22C.5(a);
- (c) the duration of the further fixed term period is no longer than the duration of the fixed term period that currently applies to the existing Fixed Term Supply Contract;
- (d) by virtue of the extended duration of the further fixed term period and any changes to other terms and conditions (including the Charges for the Supply of Electricity and/or gas), the Fixed Term Supply Contract becomes identical to a Tariff which is a Live Fixed Term Tariff.

**Prohibition on termination fees for non compliance**

**22C.6** Where we fail to comply with sub-clauses 22C.2 to 22C.5 and extend the duration of an existing Fixed Term Supply Contract for a further fixed term period, we may not charge or otherwise seek to enforce a Termination Fee in respect of that Domestic Supply Contract.

**Continued supply after a fixed term period ends**

**22C.7** Where you do not change supplier or do not expressly agree a new Evergreen Supply Contract, a new Fixed Term Supply Contract or a further fixed term period for a Fixed Term Supply Contract by the date the fixed term period of an existing Fixed Term Supply Contract is due to end, we must ensure that the terms of the Fixed Term Supply Contract provide that you will become subject to the Relevant Cheapest Evergreen Tariff.

**22C.8** Without prejudice to sub-clause 22C.2 of this clause 22 and sub-clause 24.9 of clause 24, if at the end of any fixed term period we continue to supply you we will do so on the basis of:

- (a) the Relevant Cheapest Evergreen Tariff which is provided for by the terms of the Fixed Term Supply Contract in accordance with sub-clause 22C.7;
- (b) a new Evergreen Supply Contract which has been entered into with your express agreement ;
- (c) a new Fixed Term Supply Contract which has been entered into with your express agreement and which complies with clause 22C; or
- (d) a further fixed term period in relation to an existing Fixed Term Supply Contract in circumstances where that Fixed Term Supply Contract and that further fixed term period complies with this clause 22C.

**Prohibition on increasing the Charges for the Supply of Electricity and/or gas and other adverse unilateral variations**

**22C.9** Without prejudice to sub-clause 22C.5, in relation to any Fixed Term Supply Contract, we will not:

- (a) increase the Charges for the Supply of Electricity and/or gas (including, but not limited to, by making any reduction in the amount of a Discount that is directly applied to a Unit Rate or Standing Charge); or
- (b) unilaterally vary any other terms and conditions in any way which is to your disadvantage

**Exception to compliance with condition**

**22C.10** We will not be required to comply with clause 22C and/or Standard Licence Condition 22C to such extent and subject to such conditions as the Authority may from time to time direct.

**22C.11** In respect of an increase in Charges for the Supply of Electricity and/or gas, we are not required to comply with sub-clause 22C.9 if:

- (a) all of the following requirements are satisfied:
  - (i) the Domestic Supply Contract provides that variations to the Charges for the Supply of Electricity and/or gas will occur automatically only in a manner which is fully linked to fluctuations in a published and transparent stock exchange quotation or index or a financial market rate that we do not control; and
  - (ii) we have complied with sub-clause 23.1 of clause 23; and
  - (iii) the method by which the Charges for the Supply of Electricity and/or gas fluctuate automatically is set out in the Domestic Supply Contract in a prominent position in plain and intelligible language; or
- (b) all of the following requirements are satisfied:
  - (i) the Domestic Supply Contract expressly sets out

- in advance the precise variation or variations to the Charges for the Supply of Electricity and/or gas which are scheduled to occur automatically by a precise amount (or precise amounts) and on a precise date (or precise dates) which is not subject to our discretion; and
- (ii) We have complied with sub-clause 23.1 of clause 23; and
- (iii) the precise variations to the Charges for the Supply of Electricity and/or gas are set out in the Domestic Supply Contract in a prominent position and in plain and intelligible language

- (d) sub-clause 22C.6;
- (e) sub-clause 22C.7;
- (f) sub-clause 22C.9;
- (g) any other requirement of this clause 22C and Standard Licence Condition 22C (including, where applicable, provisions inserted in clause 22C and Standard Licence Condition 22C by virtue of clause 22CA and Standard Licence Condition 22CA (transitional provisions for clause 22C and Standard Licence Condition 22 covering end of fixed term notices and rollovers)) which could reasonably be considered as:

**22C.11A** We are not required to comply with sub-clause 22C.9 in respect of an increase or variation of the Charges for the Supply of Electricity and/or gas or any other charge or fee ('Relevant Charge') where all of the following circumstances apply:

- (a) the Relevant Charge is subject to value added tax;
- (b) there has been a change in the rate of value added tax that is chargeable in respect of the Relevant Charge; and
- (c) we vary the amount of the Relevant Charge only in order to fully reflect the rate of value added tax that is chargeable in respect of that Relevant Charge.

- (i) giving you a right to receive or do something in any circumstances;
- (ii) giving you a right to avoid being subject to something in any circumstances; and
- (iii) providing for a specific form of protection for you in any circumstances; and

**22C.11B** Sub-clause 22C.9 does not apply where all of the following requirements are satisfied:

- (a) we are only increasing the Charges for the Supply of Electricity and/or gas and/or unilaterally varying any other terms and conditions in any way which is to your disadvantage in order to move you from one payment method to another ('the power to change payment methods');
- (b) the power to change payment methods is only exercised on the grounds that you have Outstanding Charges and/or have failed to comply with terms and conditions relating to a payment method;
- (c) the power to change payment methods and the precise circumstances when that power will be exercised are set out in the Domestic Supply Contract in a prominent position and in plain and intelligible language; and
- (d) we have complied with sub-clause 23.1 of clause 23.

- (h) any provisions of Standard Licence Condition 22C specified in directions, which following consultation, the Authority may issue and may from time to time revise (following further consultation).

**22C.14** We will not enforce or take advantage of any term of a Fixed Term Supply Contract if:

- (a) the inclusion of that term is incompatible with this clause 22C and Standard Licence Condition 22C (including, where applicable, provisions inserted in clause 22C and Standard Licence Condition 22C by virtue of clause 22CA and Standard Licence Condition 22CA (transitional provisions for clause 22C and Standard Licence Condition 22C covering end of fixed term notices and rollovers)); or
- (b) the enforcement or the taking advantage of that term would be so incompatible.

#### **Treatment of Fixed Term Supply Contracts with changes to terms precisely set out in advance**

**22C.15** Without prejudice to sub-clauses 22C.2 and 22C.5, where, in accordance with sub-clause 22C.11(b), a Fixed Term Supply Contract expressly sets out in advance the precise variation or variations to the Charges for the Supply of Electricity and/or gas which are scheduled to occur automatically by a precise amount (or precise amounts) and on a precise date (or precise dates) which is not subject to our discretion, the references to "fixed term period" in sub-clauses 22C.3 to 22C.5, 22C.7 and 22C.8 of clause 22C are to be read as a reference to the last fixed term period that applies to the Fixed Term Supply Contract.

(NB All clauses of 22C above are effective from 23.10.13)

#### **Guidance**

**22C.12** We will have regard to any guidance on Relevant Matters for Standard Licence Condition 22C which, following consultation (which may be conducted before this condition takes effect), the Authority may issue and may from time to time revise (following further consultation).

#### **Condition 22CA. transitional provisions for standard condition 22C covering end of fixed term notices and rollovers**

#### **Terms of Fixed Term Supply Contracts**

**22C.13** We will ensure that the terms and conditions of each Fixed Term Supply Contract comply with the provisions of clause 22C and Standard Licence Condition 22C (including, where applicable, provisions inserted in clause 22C and Standard Licence Condition 22C by virtue of clause 22CA and Standard Licence Condition 22CA (transitional provisions for clause 22C and Standard Licence Condition 22C covering end of fixed term notices and rollovers)).

**22CA.1** Until 49 days after the Specified Date sub clause 22C.3 of clause 22C is replaced with:

**22C.3** Where sub clause 22C.3A applies, we will:

**22C.13A** We will ensure that each Fixed Term Supply Contract contains terms and conditions which reflect the effect of:

- (a) sub-clause 22C.2;
- (b) sub-clause 22C.4(a);
- (c) sub-clause 22C.5 (excluding sub-clauses 22C.5(a)(i), 22C.5(a)(v), and 22C.5(d));

- (a) take all reasonable steps to provide you with a Notice in advance of the date the fixed term period of your Fixed Term Supply Contract is due to end;
- (b) where, after taking all reasonable steps, it is not possible to comply with sub clause 22C.3(a), we will provide you with a Notice within five Working Days after (but not including) the date the fixed term period of the Fixed Term Supply Contract is due to end;
- (c) ensure that the Notice provided pursuant to sub clause 22C.3(a) informs you that the fixed term period is due to end and what will happen if you do not change supplier, expressly agree a new Domestic Supply

Contract or a further fixed term period for a Fixed Term Supply Contract; and

- (d) ensure that the Notice provided pursuant to sub clause 22C.3(b) informs you that the fixed term period has ended and that you have become subject to an Evergreen Supply Contract.

**22C.3A** This paragraph applies where a fixed term period of a Fixed Term Supply Contract is due to end on a date which occurs during the period which:

- (a) starts on the date sub clause 22C.2 of clause 22C comes into effect; and
- (b) ends on a date which is 59 days after the date sub clause 22C.2 of clause 22C comes into effect.

**22CA.2** Until 49 days after the Specified Date, sub clause 22C.4 of clause 22C is replaced with:

**22C.4** Where sub clause 22C.4A applies, we will:

- (a) provide you with a Notice on a date which is no earlier than 49 days and no later than 42 days before the fixed term period of your Fixed Term Supply Contract is due to end; and
- (b) ensure that the Notice provided pursuant to sub clause 22C.4(a) informs you that the fixed term period is due to end and what will happen  
if you do not change supplier, expressly agree a new Domestic Supply Contract or a further fixed term period for a Fixed Term Supply Contract.

**22C.4A** This sub clause applies where a fixed term period of a Fixed Term Supply Contract is due to end on a date which occurs after the end of the period set out in 22C.3A(a) and (b).

**22CA.3** Until 49 days after the Specified Date, sub clause 22C.5 of clause 22C is replaced with:

**22C.5** In relation to any Fixed Term Supply Contract, we may only extend the duration of that Contract for a further fixed term period (with or without any changes to other terms and conditions, including the Charges for the Supply of Electricity and/or gas) if:

- (a) we have complied with:
  - (i) sub-paragraphs 22C.3(a) and 22C.3(c) (as inserted by virtue of sub clause 22CA.1); or
  - (ii) sub clause 22C.4 (as inserted by virtue of sub clause 22CA.2);
- (b) you have expressly agreed in Writing to the proposed further fixed term period and, where applicable, any proposed changes to other terms and conditions (including the Charges for the Supply of Electricity and/or gas) in response to the Notice given by us in accordance with:
  - (i) sub-clause 22C.3(a) and 22C.3(c) (as inserted by virtue of sub clause 22CA.1); or
  - (ii) sub clause 22C.4 (as inserted by virtue of sub clause 22CA.2);
- (c) the duration of the further fixed term period is no longer than the duration of the fixed term period that currently applies to the existing Fixed Term Supply Contract; and
- (d) by virtue of the extended duration of the further fixed term period and any changes to other terms and conditions (including the Charges for the Supply of Electricity and/or gas), the Fixed Term Supply Contract becomes identical to a Tariff which is a Live Fixed Term Tariff.

**22CA.4** Until the Specified Date the references to "Relevant Cheapest Evergreen Tariff" in clause 22C are to be read as "Evergreen Supply Contract".

## Definitions for condition

**22CA.5** In this condition, "Specified Date" means on and from 31 March 2014.

(NB All clauses of 22A above are effective from 23.10.13)

## Condition 22D Dead Tariffs

### Prohibition on Dead Tariffs

**22D.1** Subject to sub-clauses 22D.2 to 22D.22, and without prejudice to a Fixed Term Supply Contract, we will only use (or, where there are any Affiliate Licensees, we and any Affiliate Licensees will collectively or individually only use) Live Evergreen Tariffs.

### Exception for the withdrawal of Live Evergreen Tariffs

**22D.1A** Where we wish to withdraw a Live Evergreen Tariff, we may treat that Live Evergreen Tariff as a Dead Tariff (a "Transitional Dead Tariff") for a period of 49 days (the "Transitional Period") in order to ensure that if you are subject to that Transitional Dead Tariff you will become subject to a Live Evergreen Tariff or Live Fixed Term Tariff.

**22D.1B** Without prejudice to sub-clauses 23.6 of clause 23 (treating a price increase or variation as ineffective), where we have a Transitional Dead Tariff pursuant to sub-clause 22D.1A, we will ensure (in a way that is compatible with Standard Licence Conditions and legislation) that if you are subject to that Transitional Dead Tariff you will become subject to a Live Evergreen or Live Fixed Term Tariff by the end of the Transitional Period.

**22D.1C** Sub-clauses 22D.2 to 22D.22 do not apply in respect of a Transitional Dead Tariff.

### Exception to prohibition on Dead Tariffs

**22D.2** Subject to sub-clauses 22D.5 to 22D.19, where sub-clause 22D.3 or 22D.4 applies, we may continue to supply you using a Dead Tariff which existed before the date sub-clause 22D.1 takes effect.

### Dead Tariff is already compliant and would be cheaper than or as cheap as Relevant Cheapest Evergreen Tariff

**22D.3** This sub-clause applies where the Dead Tariff:

- (a) already fully complies with the requirements of clause 22A and clause 22B (excluding sub-clause 22B.2(b)); and
- (b) would be cheaper than or as cheap as our Relevant Cheapest Evergreen Tariff for you.

### Dead Tariff could be changed to become compliant and would be cheaper than or as cheap as Relevant Cheapest Evergreen Tariff

**22D.4** This sub-clause applies where:

- (a) we have the ability to unilaterally change the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff;
- (b) we will be able to ensure that the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff are unilaterally changed to fully comply with the requirements of clause 22A and clause 22B (excluding sub-clause 22B.2(b)) in a manner which seeks to ensure that:
  - (i) any changes to the terms and conditions are the minimum necessary to achieve full compliance; and
  - (ii) the terms and conditions are as similar as possible to the terms and conditions which currently apply in respect of the Dead Tariff; and



- (c) if, in the event the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff were changed to fully comply with the requirements of clause 22A and clause 22B (excluding sub-clause 22B.2(b)) in the manner described in sub-clause 22D.4(b), we will be able to ensure that the Dead Tariff remains a single Tariff and is not subdivided into two or more Tariffs; and
- (d) if, in the event the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff were changed to fully comply with the requirements of clause 22A and clause 22B (excluding sub-clause 22B.2(b)) in the manner described in sub-clause 22D.4(b), the Dead Tariff would be cheaper than or as cheap as our Relevant Cheapest Evergreen Tariff for you.

**Requirements to change the terms and conditions that apply to a Dead Tariff and give Notice to Domestic Customers**

- 22D.5** Where pursuant to sub-clause 22D.2 we have decided to continue to supply you using a Dead Tariff, and it is necessary for the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff to be changed to fully comply with the requirements of clause 22A and clause 22B (excluding sub-paragraph 22B.2(b)), we will during the Dead Tariffs Window:
- (a) ensure that the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff are unilaterally changed to fully comply with the requirements of clause 22A and clause 22B (excluding sub-clause 22B.2(b)) in the manner described in sub-clause 22D.4(b);
  - (b) ensure that, by changing the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff to fully comply with the requirements of clause 22A and clause 22B (excluding sub-clause 22B.2(b)), the Dead Tariff remains a single Tariff and is not subdivided into two or more Tariffs;
  - (c) ensure that you are given a Notice at least 30 days in advance of the date the changes to the Dead Tariff are due to take effect which:
    - (i) without prejudice to SLC 22D Exempt Information, does not include any other information and is not to be provided in conjunction with any other information, including (but not limited to) a Bill, statement of account, Annual Statement or marketing material;
    - (ii) contains a prominent title which clearly highlights that the Notice relates to changes to your Dead Tariff;
    - (iii) sets out the changes to terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff which are taking place in a manner which compares the changes with the terms and conditions which currently apply in respect of the Dead Tariff (showing any Charges for the Supply of Electricity and/or gas and any other charges inclusive of value added tax at the applicable rate);
    - (iv) sets out the main reasons for why the changes to the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff are taking place;
    - (v) includes the following statement, presented in a manner which is readily distinguishable from the other text presented in the Notice: "Remember – it might be worth thinking about switching your tariff

- or supplier";
- (vi) sets out the date the changes to the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff are due to take effect;
- (vii) informs you that you may end the Domestic Supply Contract if the changes to the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff are unacceptable to you by changing your Supplier or entering into a new contract with us
- (viii) informs you where you may obtain impartial advice and information about changing your Supplier;
- (ix) informs you that where you have any Outstanding Charges, we may be able to prevent a Proposed Supply Transfer
- (x) explains the effect of sub-clauses 22D.12 to 22D.15 in terms of how you may be able to take steps to avoid the changes to the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff (including by indicating that you would need to enter into a new contract with either us or another Electricity Supplier as soon as possible to facilitate this process);
- (xi) informs you of your Tariff Comparison Rate for the Dead Tariff (in respect of the Dead Tariff that would apply after the changes are due to be made);
- (xii) where we are increasing the Charges for the Supply of Electricity and/or gas for the Dead Tariff by increasing any Unit Rate or Standing Charge (including, where applicable, where we are making any reduction in the amount of a Discount which is applied to a Unit Rate or Standing Charge), will provide you with the following information:
  - (1) your Estimated Annual Costs using your current Charges for the Supply of Electricity and/or gas;
  - (2) your Estimated Annual Costs using the new Charges for the Supply of Electricity and/or gas; and
  - (3) the amount in pounds sterling of the difference between (1) and (2);
  - (xiii) informs you of the following information:
    - (1) the Exact Tariff Name for the Tariff that applies to you; and
    - (2) the Exact Payment Method that applies to you
  - (xiv) informs you of:
    - (1) the Exact Tariff Name of your Relevant Cheapest Tariff and your Estimated Annual Savings; and
    - (2) the Exact Tariff Name of your Alternative Cheapest Tariff and your Estimated Annual Savings; and
  - (xv) where we are increasing the Charges for the Supply of Electricity and/or gas of the Dead Tariff by increasing any Unit Rate or Standing Charge (including, where applicable, where we are making any reduction in the amount of a Discount which is applied to a Unit Rate or Standing Charge), will inform you of your Annual Consumption Details and display that information in kilowatt hours under a title which clearly highlights that the information relates to your estimated annual consumption;
  - (xvi) in close proximity to the information required by sub-clause 22D.5(c)(xii), will include a brief statement explaining what is included in the Estimated Annual Costs, including, but not limited



to, value added tax (and, where the Domestic Customer is subject to a Warm Home Discount, may also include a brief statement to the effect that a Warm Home Discount is not included);

(xvii) in close proximity to the information required by sub-clause 22D.5(c)(iii), will include a statement to the effect that value added tax (at the applicable rate) is included in any Charges for the Supply of Electricity and/or gas and any other charges which are subject to value added tax and that this may be different to the way such charges are displayed on a Bill or statement of account;

(xviii) contains, in a separate part of the Notice, the Principal Terms of:

- (1) the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the original Dead Tariff; and
- (2) the Evergreen Supply Contract (or, as the case may be, Deemed Contract) for the Dead Tariff (in respect of the Dead Tariff that would apply after the changes are due to be made).

#### **Requirements to ensure Domestic Customers become subject to the Relevant Cheapest Evergreen Tariff**

**22D.6** Unless sub-clause 22D.8 applies, where we have decided not to continue to supply you using a Dead Tariff or are unable to do so by virtue of a requirement of this clause 22D, we will ensure during the Dead Tariffs Window, in a way that is compatible with Standard Licence Conditions and legislation and this Contract, that you become subject to our Relevant Cheapest Evergreen Tariff

#### **Annual reassessment of Dead Tariffs**

**22D.7** Where pursuant to sub-clause 22D.2, we have decided to continue to supply you using a Dead Tariff, we will:

- (a) reassess each year during the Annual Assessment Period whether the Dead Tariff is cheaper than or as cheap as our Relevant Cheapest Evergreen Tariff for you; and
- (b) only continue to supply you using the Dead Tariff if that Tariff is cheaper than or as cheap as our Relevant Cheapest Evergreen Tariff for you

**22D.8** Where pursuant to sub-clause 22D.7, we are unable to continue to supply you using the Dead Tariff or otherwise do not wish to continue to supply you using the Dead Tariff, we will ensure, in a way that is compatible with standard licence conditions and legislation and this Contract, that you become subject to our Relevant Cheapest Evergreen Tariff on or before the Completion Date.

**22D.9** Subject to sub-clause 22D.10, where we have decided to not continue to supply you using a Dead Tariff or are unable to do so by virtue of a requirement of this clause 22D, we must ensure that, no earlier than 49 days and no later than 42 days before you are due to become subject to our Relevant Cheapest Evergreen Tariff, you are given a Notice which

- (a) complies with any direction issued pursuant to sub-clause 22D.18;
- (b) contains a prominent title which clearly highlights that the Notice relates to ensuring that you will become subject to our Relevant Cheapest Evergreen Tariff, and where applicable, that we are changing the terms and conditions of the Dead Tariff;
- (c) sets out the date the you are due to become subject to our Relevant Cheapest Evergreen Tariff;
- (d) includes the following statement, presented in a manner which is readily distinguishable from the other text presented in the Notice: "Remember – it might be

worth thinking about switching your tariff or supplier";

- (e) where we have the ability to make unilateral changes to the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff and, in order to ensure that you would become subject to your Relevant Cheapest Evergreen Tariff, are changing those terms and conditions to ensure that they are the same as the Relevant Cheapest Evergreen Tariff, provides the following information:
  - (i) the changes to terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff which are taking place in a manner which compares the changes with the terms and conditions which currently apply in respect of the Dead Tariff (showing any Charges for the Supply of Electricity and/or gas and any other charges inclusive of value added tax at the applicable rate);
  - (ii) the main reasons for why the changes to the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff are taking place
  - (iii) a statement to the effect that you may end the Domestic Supply Contract if the changes to the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff are unacceptable to you by changing your Supplier or entering into a new contract with us;
  - (iv) where we are increasing the Charges for the Supply of Electricity and/or gas for the Dead Tariff by increasing any Unit Rate or Standing Charge (including, where applicable, where we are making any reduction in the amount of a Discount which is applied to a Unit Rate or Standing Charge), your:
    - (1) Estimated Annual Costs using your current Charges for the Supply of Electricity and/or gas;
    - (2) Estimated Annual Costs using the new Charges for the Supply of Electricity and/or gas; and
    - (3) the amount in pounds sterling of the difference between (1) and (2);
  - (v) where we are increasing the Charges for the Supply of Electricity and/or gas of the Dead Tariff by increasing any Unit Rate or Standing Charge (including, where applicable, where we are making any reduction in the amount of a Discount which is applied to a Unit Rate or Standing Charge), your Annual Consumption Details displayed in kilowatt hours under a title which clearly highlights that the information relates to your estimated annual consumption; and
  - (vi) in close proximity to the information required by sub-clause 22D.9(e)(iv), a brief statement explaining what is included in the Estimated Annual Costs, including, but not limited to, value added tax (and, where you are subject to a Warm Home Discount, the Notice may also include a brief statement to the effect that a Warm Home Discount is not included);
  - (vii) in close proximity to the information required by sub-clause 22D.9(e)(i), will include a statement to the effect that value added tax (at the applicable rate) is included in any Charges for the Supply of Electricity and any other charges which are subject to value added tax and that this may be different to the way such charges are displayed on a Bill or statement of account;
- (f) where we are terminating the Evergreen Supply Contract that is subject to a Dead Tariff in order to ensure that you would become subject to your

Relevant Cheapest Evergreen Tariff on the basis of a Deemed Contract (in the event that you continued to consume electricity and/or gas), provides the following information:

- (i) a statement to the effect that we are terminating the Evergreen Supply Contract that is subject to the Dead Tariff so that you will become subject to our Relevant Cheapest Evergreen Tariff;
- (ii) the date the Evergreen Supply Contract that is subject to the Dead Tariff is due to be terminated
- (iii) a statement to the effect that if the you do not change supplier or agree a new Domestic Supply Contract, you will become subject to your Relevant Cheapest Evergreen Tariff on the basis of a Deemed Contract (in the event that you continued to consume electricity and/or gas);
- (iv) contains a statement to the effect that you may be able to avoid becoming subject to your Relevant Cheapest Evergreen Tariff on the basis of a Deemed Contract (in the event that you continued to consume electricity and/or gas) by changing your Supplier or entering into a new contract with us;
- (v) the Exact Tariff Name of your Relevant Cheapest Tariff and your Estimated Annual Savings; and
- (vi) the Exact Tariff Name of your Alternative Cheapest Tariff and your Estimated Annual Savings; and
- (g) informs you where you may obtain impartial advice and information about changing your Electricity Supplier;
- (h) informs you that where you have any Outstanding Charges, we may be able to prevent a Proposed Supply Transfer;
- (i) explains the effect of sub-clauses 22D.12 to 22D.15 in terms of how you may be able to take steps to avoid becoming subject to our Relevant Cheapest Evergreen Tariff (including by indicating that you would need to enter into a new contract with either us or another Supplier as soon as possible to facilitate this process);
- (j) informs you of your Tariff Comparison Rate for the Relevant Cheapest Evergreen Tariff;
- (k) contains, in a separate part of the Notice, the Principal Terms of the:
  - (i) Evergreen Supply Contract (or, as the case may be Deemed Contract) that is subject to the Dead Tariff; and
  - (ii) Evergreen Supply Contract (or, as the case may be Deemed Contract) for the Relevant Cheapest Evergreen Tariff; and
- (l) contains the SLC 22D Supplier and Customer Information.

#### Exception for notification requirements

**22D.10** Sub-Clause 22D.9 does not apply where, in order to ensure that you are no longer subject to a Dead Tariff, we have:

- (a) entered into a new Domestic Supply Contract with you; or
- (b) have agreed a mutual variation with you (in accordance with clause 23A).

#### Requirements for Deemed Contracts

**22D.11** Where we are terminating the Evergreen Supply Contract that is subject to a Dead Tariff in order to ensure that you would become subject to your Relevant Cheapest Evergreen Tariff on the basis of a Deemed Contract (in the event that you continued to consume electricity and/or gas), we will ensure that the terms and conditions of the Deemed Contract are the same as the Evergreen Supply Contract for the Relevant Cheapest

Evergreen Tariff (excluding any terms and conditions of the Deemed Contract (other than the Charges for the Supply of Electricity) which are different because of an express prohibition or express requirement contained in a standard licence condition).

#### Continuation of Dead Tariffs for interim period

- 22D.12** Where sub-clause 22D.13 applies, we will ensure that you will continue to be subject to the same Charges for the Supply of Electricity and/or gas and the same terms and conditions that applied to the Dead Tariff until you have changed your supplier
- 22D.13** This paragraph applies where one of the following conditions is satisfied:
- (a) no later than 20 Working Days after (but not including) the date on which the Dead Tariff is due to terminate or be changed in order for you to become subject to our Relevant Cheapest Evergreen Tariff, we receive Notice under the Master Registration Agreement for electricity or the Network Code for gas that another Supplier will begin to supply your Premises within a reasonable period of time; and
  - (b) another Supplier begins to supply your Premises within a reasonable period of time after the date on which the Notice referred to in sub-clause 22D.13(a) is given; or
  - (c) where:
    - (i) the conditions in sub-clauses 22D.13(a) and (b) are met; and
    - (ii) you have paid any Outstanding Charges within 30 Working Days after you receive Notice that we intend to prevent your Proposed Supplier Transfer.
- 22D.14** Where sub-clause 22D.15 applies, we will ensure that you will continue to be subject to the same Charges for the Supply of Electricity and/or Gas and the same terms and conditions that applied to the Dead Tariff until a new Domestic Supply Contract with us comes into effect.
- 22D.15** This sub-clause applies where a new Domestic Supply Contract comes into effect no later than 20 Working Days after (but not including) the date on which the Domestic Evergreen Supply Contract (or, as the case may be Deemed Contract) that was subject to the Dead Tariff was to terminate or be changed in order for you to become subject to our Relevant Cheapest Evergreen Tariff

#### Terms of Domestic Supply Contracts

**22D.16** We will ensure that the terms and conditions of each Evergreen Supply Contract for a Dead Tariff comply with the provisions of this clause 22D and Standard Licence Condition 22D.

**22D.16A** We will ensure that each Evergreen Supply Contract for a Dead Tariff contains terms and conditions which reflect the effect of:

- (a) sub-clause 22D.5(c)(iii) and 22D.5(c)(vii);
- (b) sub-clause 22D.9(e)(i) and 22D.9(e)(iii);
- (c) sub-clause 22D.9(f)(i), 22D.9(f)(iii) and 22D.9(f)(iv);
- (d) sub-clause 22D.12;
- (e) sub-clause 22D.13;
- (f) sub-clause 22D.14;
- (g) sub-clause 22D.15;
- (h) any other requirement of this clause 22D and Standard Licence Condition 22D which could reasonably be considered as:
  - (i) giving you a right to receive or do something in any circumstances;
  - (ii) giving you a right to avoid being subject to

- something in any circumstances; and
- (iii) providing for a specific form of protection for you in any circumstances; and
- (i) any provisions of Standard Licence Condition 22D specified in directions, which following consultation, the Authority may issue and may from time to time revise (following further consultation).

**22D.17** We will not enforce or take advantage of any term of a Domestic Supply Contract if:

- (a) the inclusion of that term is incompatible with this clause 22D and Standard Licence Condition 22D; or
- (b) the enforcement or the taking advantage of that term would be so incompatible

**Power to direct restrictions on information included on or with a Notice issued pursuant to paragraph 22D.9**

**22D.18** Subject to sub-clause 22D.19, we will comply with any directions relating to SLC 22D Information Restrictions which, following consultation, the Authority may issue and may from time to time revise (following further consultation).

**22D.19** Unless we otherwise consent, a direction under sub-clause 22D.18 will only take effect after the Authority has given us at least two months Notice

#### Guidance

**22D.20** We will have regard to any guidance on Standard Licence Condition 22D which, following consultation, the Authority may issue and may from time to time revise (following further consultation)

#### Exception to compliance with clause

**22D.21** We will not be required to comply with this clause 22D and/or Standard Licence Condition 22D to such extent and subject to such conditions as the Authority may from time to time direct.

(All clauses of 22D above are effective from 23.10.13 except 22D.7; 22D.8 and the definitions of "Annual Assessment Period" and "Completion Date" all of which will be effective from 31.03.15).

#### Condition 23 Notification of Domestic Supply Contract Terms

##### Notification of Principal Terms

**23.1** Before we enter into a Domestic Supply Contract with a you (or, where applicable, before any mutual variation of a Domestic Supply Contract is agreed with you pursuant to clause 23A), we will take (and ensure that any Representative takes) all reasonable steps to communicate the Principal Terms of the Domestic Supply Contract (which in the case of a mutual variation must cover the Principal Terms that will apply as a result of that variation and any Principal Terms of the current Domestic Supply Contract that are not affected by the mutual variation) to you and ensure that the Principal Terms are communicated (or, where they are provided in Writing, drafted) in plain and intelligible language.

##### Notification before Domestic Supply Contract ends

**23.2** No earlier than 49 days and no later than 42 days before your Domestic Supply Contract is due to end (including in circumstances where the Domestic Supply Contract is being terminated by us), we will inform you in Writing of the Principal Terms of the Deemed Contract that will apply after the Domestic Supply Contract ends if you do not enter into a new Domestic Supply Contract.

**23.2A** Sub-clause 23.2 does not apply:

- (a) in any circumstances whereby you become subject to the Relevant Cheapest Evergreen Tariff in accordance

with clause 22C; and

- (b) in any circumstances where clause 22D applies

**23.3** If, in accordance with the terms of a Domestic Supply Contract with you we

- (a) increase the Charges for the Supply of Electricity and / or Gas to your premises (including by making any reduction in the amount of a Discount that is applied to a Unit Rate or Standing Charge); or
- (b) unilaterally vary any other term of the contract in any other way that is to your disadvantage ("Disadvantageous Unilateral Variation"), we will give Notice of that increase in the Charges for the Supply of Electricity and/or Gas or Disadvantageous Unilateral Variation to you in accordance with sub-clause 23.4

**23.3A** Sub-clause 23.3(a) does not apply where we increase the Charges for the Supply of Electricity and/or Gas to your Domestic Premises (including by making any reduction in the amount of a Discount that is applied to a Unit Rate or Standing Charge) by:

- (a) a mutual variation made pursuant to clause 23A;
- (b) a unilateral variation made pursuant to clause 22D; or
- (c) any circumstances whereby you become subject to the Relevant Cheapest Evergreen Tariff or the duration of a Fixed Term Supply Contract is extended for a further fixed term period in accordance with clause 22C.

**23.3B** Sub-clause 23.3(b) does not apply:

- (a) in any circumstances whereby you become subject to the Relevant Cheapest Evergreen Tariff or the duration of a Fixed Term Supply Contract is extended for a further fixed term period in accordance with clause 22C; or
- (b) where we are making a Disadvantageous Unilateral Variation by a unilateral variation made pursuant to clause 22D.

**23.4** Subject to sub-clauses 23.11 and 23.12, the Notice referred to in sub-clause 23.3:

- (a) will be given at least 30 days in advance of the date on which the increase in the Charges for the Supply of Electricity and/or Gas or Disadvantageous Unilateral Variation has effect;
- (b) without prejudice to a SLC 23 Notice, will not be provided in conjunction with any other information, including (but not limited to) a Bill, statement of account, Annual Statement or marketing material;
- (c) without prejudice to the SLC 23 Exempt Information, and subject to sub-clause 23.4A, will only include the information mentioned in sub-clauses 23.4(d) to 23.4(y);
- (d) will contain a title which clearly highlights that the Notice relates to an increase in Charges for the Supply of Electricity and/or Gas and/or Disadvantageous Unilateral Variation;
- (e) will inform you of each specific:
  - (i) increase in the Charges for the Supply of Electricity and/or gas (including, where applicable, where we are making any reduction in the amount of a Discount which is applied to a Unit Rate or Standing Charge) which applies to you; and/or
  - (ii) Disadvantageous Unilateral Variation which applies to you
- (f) where we are increasing the Charges for the Supply of Electricity and/or Gas (including, where applicable, where we are making any reduction in the amount of a Discount which is applied to a Unit Rate or Standing Charge), will provide you with a comparison of your

- current Charges for the Supply of Electricity and the new Charges for the Supply of Electricity and/or Gas;
- (g) where we are increasing the Charges for the Supply of Electricity and/or Gas by increasing any Unit Rate or Standing Charge (including, where applicable, where we are making any reduction in the amount of a Discount which is applied to a Unit Rate or Standing Charge), will provide the you with:
- (i) your Estimated Annual Costs using your current Charges for the Supply of Electricity and/or Gas;
- (ii) your Estimated Annual Costs using the new Charges for the Supply of Electricity and/or Gas; and
- (iii) the amount in pounds sterling of the difference between (i) and (ii);
- (h) where we are making a Disadvantageous Unilateral Variation, will provide you with a comparison of the term that currently applies and the new term;
- (i) will inform you of the date the increase in the Charges for the Supply of Electricity and/or Gas or Disadvantageous Unilateral Variation has effect;
- (j) will inform you of the main reasons for the increase in the Charges for the Supply of Electricity and/or Gas and/or the Disadvantageous Unilateral Variation;
- (k) will include the following statement, presented in a manner which is readily distinguishable from the other text presented in the SLC 23 Notice: "Remember – it might be worth thinking about switching your tariff or supplier";
- (l) will inform you that you may end the Domestic Supply Contract if the increase in the Charges for the Supply of Electricity and/or Gas or Disadvantageous Unilateral Variation is unacceptable to you by changing your Supplier or entering into a new contract with us
- (m) will inform you where you may obtain impartial advice and information about changing your Supplier;
- (n) will inform you that where you have any Outstanding Charges, we may be able to prevent a Proposed Supply Transfer;
- (o) will explain the effect of sub-clause 23.6 in terms of how you may be able to take steps to avoid the increase in the Charges for the Supply of Electricity and/or Gas or Disadvantageous Unilateral Variation (including by indicating that you would need to enter into a new contract with either us or another Supplier as soon as possible to facilitate this process)
- (p) where the Domestic Supply Contract provides for a Termination Fee, will explain the effect of sub-clause 24.3(c) of clause 24;
- (q) will inform you of your Annual Consumption Details and display that information in kilowatt hours under a title which clearly highlights that the information relates to your actual or estimated (as applicable) annual consumption;
- (r) will inform you of the following information:
- (i) the Exact Tariff Name for the Tariff that applies to you; and
- (ii) the Exact Payment Method that applies to you;
- (s) in close proximity to the information required by sub-clauses 23.4(f) and 23.4(h), will include a statement to the effect that value added tax (at the applicable rate) is included in any Charges for the Supply of Electricity and/or Gas and any other charges which are subject to value added tax and that this may be different to the way such charges are displayed on a Bill or statement of account;
- (t) in close proximity to the information required by sub-clauses 23.4(g) and sub-clause 23.4(u)(i), will include a brief statement explaining what is included in the Estimated Annual Costs, including, but not limited to, value added tax (and, where you are subject to a Warm Home Discount, the Notice may also include a brief statement to the effect that a Warm Home Discount is not included);
- (u) subject to sub-clauses 31E.1 to 31E.4 of clause 31E (Additional Rules for Relevant Cheapest Tariff and Alternative Cheapest Tariff information), will inform you of:
- (i) your Estimated Annual Costs (unless your Estimated Annual Costs are already being provided pursuant to sub-clause 23.4(g));
- (ii) the Exact Tariff Name of your Relevant Cheapest Tariff and your Estimated Annual Savings; and
- (iii) the Exact Tariff Name of your Alternative Cheapest Tariff and your Estimated Annual Savings; and
- (v) will inform you of your Tariff Comparison Rate;
- (w) may inform you where you may obtain impartial advice and information on energy efficiency;
- (x) may include a website URL for the Concise Guidance and Energy Consumer Guidance, and, if we do so, must also include a statement to the effect that a hard copy of each can be provided to you on request; and
- (y) will include (as part of the SLC 23 Notice or as a separate document) any Energy Literacy Information specified in directions which, following consultation, the Authority may issue and may from time to time revise (following further consultation)

#### Dual Fuel Accounts

**23.4A** Where you are subject to a Dual Fuel Account, we will ensure that a Combined SLC 23 Notice is given to you

#### Charges to be displayed inclusive of value added tax

**23.4B** Where, as part of a SLC 23 Notice or a Combined SLC 23 Notice, the licensee displays the Charges for the Supply of Gas or any other charges, those charges must be displayed inclusive of value added tax at the applicable rate.

**23.5** We will display the information required in sub-clauses 23.4 (b) and (c) (d), (f), (g), (h), (i), (k), (q) and (r) in a prominent manner on the SLC 23 Notice

**23.5A** Subject to sub-clause 23.5B, we will present the SLC 23 Supplier and Customer Information and information required in sub-clauses 23.4 (d), (e), (f), (g), (i), (k) and (u) on the front page of the SLC 23 Notice.

**23.5B** Sub-clause 23.5A does not apply to sub-clauses 23.4 (f), (g) and (q) in circumstances where:

- (a) the Tariff is a Time of Use Tariff; and
- (b) by virtue of the number of time periods that apply to the Time of Use Rates, we would not be able to present the other information referred to in sub-clause 5A on the front page of the SLC 23 Notice without compromising our ability to comply with sub-clause 23.5.

**23.6** We will treat the increase in the Charges for the Supply of Electricity and/or Gas and/or the Disadvantageous Unilateral Variation as ineffective and neither enforce nor take advantage of it where –

- (a) no later than 20 Working Days after (but not including) the date on which the increase in the Charges for the Supply of Electricity and/or Gas and/or Disadvantageous Unilateral Variation has effect, we receive Notice under the Master Registration Agreement or Network Code that another Supplier will begin to supply your Domestic Premises within a

- reasonable period of and
- (b) another Supplier begins to supply your Domestic Premises within a reasonable period of time after the date on which the Notice referred to in sub-clause 23.6(a) is given; or
- (c) where:
- (i) the conditions in sub-clauses 23.6(a) and (b) are met; and
  - (ii) you have paid any Outstanding Charges within 30 Working Days after you receive Notice that we intend to prevent your Proposed Supplier Transfer; or
- (d) where you enter into a new Domestic Supply Contract with us which comes into effect no later than 20 Working Days after (but not including) the date on which the increase in the Charges for the Supply of Electricity and/or Gas and/or Disadvantageous Unilateral Variation has effect

#### Exceptions to compliance with condition

**23.7** We will not be required to comply with this clause 23.3 and Standard Licence Condition 23.3 to such extent as the Authority may direct.

**23.8** In respect of an increase in Charges for the Supply of Electricity and/or Gas we are not required to comply with sub-clause 23.3 if:

- (a) all of the following requirements are satisfied:
- (i) the Domestic Supply Contract is a Fixed Term Supply Contract; and
  - (ii) the Domestic Supply Contract provides that variations to the Charges for the Supply of Electricity and/or Gas will occur automatically only in a manner which is fully linked to fluctuations in a published and transparent stock exchange quotation or index or a financial market rate that we do not control; and
  - (iii) we have complied with sub-clause 23.1; and
  - (iv) the method by which the Charges for the Supply of Electricity and/or Gas fluctuate automatically is set out in the Domestic Supply Contract in a prominent position and in plain and intelligible language; or

- (b) all of the following requirements are satisfied:
- (i) the Domestic Supply Contract is a Fixed Term Supply Contract; and
  - (ii) the Domestic Supply Contract expressly sets out in advance the precise variation or variations to the Charges for the Supply of Electricity and/or Gas which are scheduled to occur automatically by a precise amount (or precise amounts) and on a precise date (or precise dates) which is not subject to our discretion; and
  - (iii) we have complied with sub-clause 23.1; and
  - (iv) the precise variations to the Charges for the Supply of Electricity and/or Gas are set out in the Domestic Supply Contract in a prominent position and in plain and intelligible language.

**23.8A** We are not required to comply with sub-clause 23.3 if all of the following requirements are satisfied:

- (a) we are only increasing the Charges for the Supply of Electricity and/or Gas and/or making Disadvantageous Unilateral Variations in order to move you from one payment method to another ('the power to change payment methods');
- (b) the power to change payment methods is only exercised on the grounds that you have Outstanding Charges and/or have failed to comply with terms and conditions relating to a payment method;

- (c) the power to change payment methods and the precise circumstances when that power will be exercised are set out in the Domestic Supply Contract in a prominent position and in plain and intelligible language;
- (d) the Domestic Supply Contract sets out, in a prominent position and in plain and intelligible language, the precise variations to the Charges for the Supply of Electricity and/or Gas and other terms and conditions which would occur as a result of us exercising the power to change payment methods; and
- (e) we have complied with sub-clause 23.1; and
- (f) before we exercise the power to change payment methods we must provide you with a Notice containing the following information at least 7 Working Days in advance of the date the change to your payment method is scheduled to take effect:

(i) details of the specific:

- (1) increase in the Charges for the Supply of Electricity and/or Gas (including, where applicable, where we are making any reduction in the amount of a Discount which is applied to a Unit Rate or Standing Charge) which applies to you and/or
- (2) Disadvantageous Unilateral Variation which applies to you
  - (ii) the date the increase in the Charges for the Supply of Electricity and/or Gas or Disadvantageous Unilateral Variation has effect; and
  - (iii) the main reasons for the increase in the Charges for the Supply of Electricity and/or Gas and/or the Disadvantageous Unilateral Variation.

**23.8B** Where we have satisfied the requirements of sub-clauses 23.8A (a), (b) and (c) (but not the other requirements of sub-clause 23.8A), the reference to "30 days" in sub-clause 23.4(a) is to be read as a reference to "7 Working Days"

#### Terms of Domestic Supply Contracts

**23.9** We will ensure that the terms and conditions of your Domestic Supply Contract comply with the provisions of this clause 23 and Standard Licence Condition 23.

**23.9A** We will ensure that the terms and conditions of your Domestic Supply Contract contains terms and conditions which reflect the effect of:

- (a) sub-clause 23.3;
- (b) sub-clause 23.4(a);
- (c) sub-clause 23.4(e);
- (d) sub-clause 23.4(f);
- (e) sub-clause 23.6;
- (f) any other requirement of this clause 23 and Standard Licence Condition 23 which could reasonably be considered as:
  - (i) giving a you a right to receive or do something in any circumstances;
  - (ii) giving you a right to avoid being subject to something in any circumstances; and
  - (iii) providing for a specific form of protection for you in any circumstances; and
- (g) any provisions of Standard Licence Condition 23 specified in directions, which following consultation, the Authority may issue and may from time to time revise (following further consultation).

**23.10** We will not enforce or take advantage of any term of your Domestic Supply Contract if:

- (a) the inclusion of that term is incompatible with this

- clause 23 and Standard Licence Condition 23; or
- (b) the enforcement or the taking advantage of that term would be so incompatible

#### Prescriptive format requirements

**23.11** We will comply with sub-clauses 23.4(f) and 23.4(g) in accordance with the requirements of Schedules 1, 2, 3 of Standard Licence Condition 23.

#### Guidance

**23.12** We will have regard to any guidance on Relevant Matters for SLC 23 which, following consultation the Authority may issue and may from time to time revise (following further consultation).

NB The clauses of clause 23 above are effective in accordance with the following schedule:

23.1.	On and from 00:00 on 23 October 2013
23.2	On and from 00:00 on 23 October 2013
23.3.	On and from 00:00 on 23 October 2013
23.3A	On and from 00:00 on 23 October 2013
23.3B	On and from 00:00 on 23 October 2013
23.4	On and from 00:00 on 31 March 2014
23.4A.	On and from 00:00 on 31 March 2014
23.4B.	On and from 00:00 on 23 October 2013
23.5	On and from 00:00 on 31 March 2014
23.5A	On and from 00:00 on 31 March 2014
23.5B	On and from 00:00 on 31 March 2014
23.6	On and from 00:00 on 23 October 2013
23.8.	On and from 00:00 on 23 October 2013
23.8A.	On and from 00:00 on 23 October 2013
23.8B.	On and from 00:00 on 23 October 2013
23.9.	On and from 00:00 on 23 October 2013
23.9A	On and from 00:00 on 23 October 2013
23.10.	On and from 00:00 on 23 October 2013
23.11	On and from 00:00 on 31 March 2014
23.12.	On and from 00:00 on 23 October 2013
23.13.	On and from 00:00 on 23 October 2013

#### Condition 23A Mutual Variations

##### Standard condition 23A. mutual variations

- 23A.1** This condition applies to any mutual variation or proposed mutual variation to the terms of a Domestic Supply Contract.
- 23A.2** Without prejudice to sub-clause 22C.5 of clause 22C, we may only agree a mutual variation to the terms (including the Charges for the Supply of Electricity) of a Domestic Supply Contract with you if:
- (a) the mutual variation does not relate to extending the duration of a Domestic Supply Contract or a fixed term period in any way;
- (b) in respect of a mutual variation which would increase

the Charges for the Supply of Electricity and/or Gas or which would in any way be to your disadvantage, we have given you Notice of the proposed mutual variation and that Notice:

- (i) is given in advance of the date the mutual variation is intended to take effect;
- (ii) informs you that we are seeking to agree a mutual variation;
- (iii) informs you of the nature, purpose and effect of the proposed mutual variation; and
- (iv) informs you in a prominent position that you are under no obligation to agree to the mutual variation;
- (c) we have complied with sub-clause 23.1 of clause 23;
- (d) in respect of a mutual variation which would increase the Charges for the Supply of Electricity and/or Gas or which would in any way be to your disadvantage, in response to the Notice given by us in accordance with sub-clause 23A.2(b), you have contacted us in Writing or by any other means and have expressly agreed to the mutual variation as part of that contact;
- (e) in respect of any mutual variation to a Live Fixed Term Tariff, by virtue of that mutual variation the Core Tariff becomes identical to a Core Tariff which applies to one of our Live Fixed Term Tariffs; and
- (f) in respect of any mutual variation to a Live Evergreen Tariff, by virtue of that mutual variation the Core Tariff becomes identical to a Core Tariff which applies to one of our Live Evergreen Tariffs.
- 23A.3** Where you have agreed to a mutual variation, we will provide you with a Notice containing the following information in a prominent position within 5 Working Days as from (and including) the date the mutual variation was agreed (or must provide that information as soon as reasonably practicable thereafter):
- (a) a statement to the effect that you have agreed to a mutual variation; and
- (b) an explanation of the effect of that mutual variation.

#### Terms of Domestic Supply Contracts

- 23A.4** We will ensure that the terms and conditions of your Domestic Supply Contract comply with the provisions of this clause 23A and Standard Licence Condition 23A.
- 23A.4A** We will ensure that your Domestic Supply Contract contains terms and conditions which reflect the effect of the provisions of this clause 23A and Standard Licence Condition 23A.
- 23A.5** We will not enforce or take advantage of any term of your Domestic Supply Contract if:
- (a) the inclusion of that term is incompatible with this clause 23A and Standard Licence Condition 23A; or
- (b) the enforcement or the taking advantage of that term would be so incompatible.

#### Guidance

**23A.6** We will have regard to any guidance on Standard Licence Condition 23A which, following consultation the Authority may issue and may from time to time revise (following further consultation).

#### Exception to compliance with condition

- 23A.7** We will not be required to comply with this clause 23A and / or Standard Licence Condition 23A to such extent and subject to such conditions as the Authority may from time to time direct
- (NB All clauses of 23A above are effective from 23.10.13)



## Condition 24 Termination Fees

- 24.3** Subject to clause 22B (which takes precedence), we may include a term in your Domestic Supply Contract requiring you to pay a Termination Fee to end that contract except in any of the following circumstances:
- (a) the contract is of an indefinite length;
  - (b) without prejudice to sub-clause (a), the contract allows for both a fixed term period and a period of indefinite length and it is brought to an end during the period of indefinite length; or
  - (c) we are required to give Notice of an increase in the Charges for the Supply of Electricity and/or Gas or any Disadvantageous Unilateral Variation in accordance with sub-clause 23.3 of clause 23 (Notification of Domestic Supply Contract terms)
- 24.4** The restrictions imposed by sub-clause 24.3 will not apply to such extent as the Authority may direct

### Application of this condition

- 24.5** If your Domestic Supply Contract provides for both the supply of electricity and/or Gas to your premises and the provision of any other good or service, a reference in this condition to ending that contract is a reference to ending it for the supply of electricity and/or gas to the premises only

### Length of notice period for termination

- 24.6** If we have an Evergreen Supply Contract with you we will ensure that any notice period for its termination is no longer than 28 days.

### Termination of Evergreen Supply Contracts

- 24.7** If we have an Evergreen Supply Contract with you we will ensure that you are entitled to give notice to terminate it at any time.

### Termination of Fixed Term Supply Contracts

- 24.8** If we have a Fixed Term Supply Contract with you, we will ensure that:
- (a) you are entitled to take steps to facilitate changing to any other Supplier (but not complete the process of changing supplier) at any time without having to pay a Termination Fee;
  - (b) unless you have already entered into a new Fixed Term Supply Contract with us or sub-clause 22C.5 of clause 22C applies, you are entitled to switch to any other Supplier at any time during or after the Switching Window without having to pay a Termination Fee;
  - (c) you are not required to give any form of notice to terminate a Fixed Term Supply Contract or to switch supplier.

### Continuation of Fixed Term Supply Contract terms for interim period

- 24.9** If we have a Fixed Term Supply Contract with you, unless you have entered into a new Fixed Term Supply Contract with us or sub-clause 22C.5 of clause 22C applies, we will ensure that where sub-clause 24.10 applies you will continue to be subject to the same Charges for the Supply of Electricity and/or Gas and the same terms and conditions (but not any Termination Fee) that applied to that Fixed Term Supply Contract until you have changed your supplier.
- 24.10** This sub-clause applies where one of the following conditions are satisfied:
- (a) no later than 20 Working Days after (but not including) the date on which the fixed term period of your Fixed Term Supply Contract ends, we receive Notice under the Master Registration Agreement for electricity or Network Code for gas that another Supplier will begin to supply your Domestic Premises within a reasonable

period of time; and

- (b) another Supplier begins to supply your Domestic Premises within a reasonable period of time after the date on which the Notice referred to in sub-clause 24.10(a) is given; or
  - (c) where:
    - (i) the conditions in sub-clauses 24.10(a) and (b) are met; and
    - (ii) you have paid any Outstanding Charges within 30 Working Days after you receive Notice that we intend to prevent your Proposed Supplier Transfer.
- 24.11** If we have a Fixed Term Supply Contract with you, where sub-clause 22C.5 of clause 22C does not apply and you have entered into a new Fixed Term Supply Contract with us, we will ensure that where sub-clause 24.12 applies you will continue to be subject to the same Charges for the Supply of Electricity and/or Gas and the same terms and conditions (but not any Termination Fee) that applied to that Fixed Term Supply Contract until the new Fixed Term Supply Contract comes into effect.
- 24.12** This sub-clause applies where a new Fixed Term Supply Contract comes into effect no later than 20 Working Days after (but not including) the date on which the fixed term period of a Fixed Term Supply Contract ends.

### Treatment of Fixed Term Supply Contracts with changes to terms precisely set out in advance

- 24.13** Without prejudice to sub-clauses 22C.2 and 22C.5 of clause 22C, where, in accordance with sub-clause 22C.11 of clause 22C, a Fixed Term Supply Contract expressly sets out in advance the precise variation or variations to the Charges for the Supply of Electricity which are scheduled to occur automatically by a precise amount (or precise amounts) and on a precise date (or precise dates) which is not subject to the licensee's discretion, the references to "fixed term period" in sub-clauses 24.10 and 24.12 are to be read as a reference to the last fixed term period that applies to the Fixed Term Supply Contract.

### Guidance

- 24.16** We will have regard to any guidance on Standard Licence Condition 24 which, following consultation, the Authority may issue and may from time to time revise (following further consultation).
- (NB Clauses 24.4 and 24.5 are all in force now, all other clauses are effective from 23.10.13)

## Condition 31A Bills, statements of account and Annual statements

### Section A: Bills and statements of account

- 31.A.1** We will provide the information contained in sub-clause 31.A.2 and Schedules 1-3 to Standard Licence Condition 31A in Writing on every Bill or statement of account sent to you
- 31.A.2** The information provided for in sub-clause 31.A.1 is: –
- (a) subject to sub-clause 31.A.3, a comparison of the your electricity and/or gas consumption for the period covered by the Bill or statement of account, with your electricity and/or gas consumption for the corresponding period in the previous year (for the purposes of this condition, the "corresponding period");
  - (b) your Exact Tariff Name;
  - (c) your Annual Consumption Details;
  - (d) your Estimated Annual Costs;
  - (e) your:



(i) Relevant Cheapest Tariff information and Estimated Annual Savings; and

(ii) Alternative Cheapest Tariff information and Estimated Annual Savings;

- (f) your Tariff Comparison Rate, where applicable;
- (g) the following exact text: "Remember – it might be worth thinking about switching your tariff or supplier";
- (h) the Exact Payment Method which applies to you;

(i) in the case of a Fixed Term Supply Contract which does not have a Staggered Charging Tariff, the date (in the format of day, month, year) when the fixed term period ends (or if that date is not ascertainable the duration of the fixed term period);

(j) in the case of Fixed Term Supply Contract which has a Staggered Charging Tariff, the date (in the form of day, month, year) when the last fixed term period ends (or if that date is not ascertainable the total duration of all the fixed term periods);

(k) the amount (in pounds sterling) of any Termination Fee, if applicable.

**31A.3** The requirement in sub-clause 31A.2(a) only applies if we have been contracted to supply you at the same Domestic Premises throughout the period:

- (a) commencing with the start of the corresponding period; and
- (b) ending with the end of the period to which the Bill or statement of account relates.

**31A.4** We will:

- (a) when providing information about Annual Consumption Details in accordance with sub-clause 31A.2;
- (i) include details of any Time of use Tariffs which may apply to your Domestic Supply Contract; and
- (ii) display the quantity of electricity and /or gas in kilowatt-hours;
- (b) make it clear on the Bill or statement of account whether any estimates of your consumption has been used in producing the information

#### Terms of Domestic Supply Contracts

**31A.5** We will ensure that the terms and conditions of your Domestic Supply Contract and/or Deemed Contract comply with the provisions of section A of this clause 31A and of Standard Licence Condition 31A.

**31A.5A** We will ensure that your Domestic Supply Contract and/or Deemed Contract contains terms and conditions which reflect the effect of:

- (a) any requirement of section A of this clause 31A and Standard Licence Condition 31A which could reasonably be considered as:
- (i) giving you a right to receive or do something in any circumstances;
- (ii) giving you a right to avoid being subject to something in any circumstances; and
- (iii) providing for a specific form of protection for you in any circumstances; and
- (b) any provisions of section A of Standard Licence Condition 31A specified in directions, which following consultation, the Authority may issue and may from time to time revise (following further consultation).

#### Prescriptive format requirements

**31A.6** We will comply with sub-clauses 31A.2 (b) to (f) (including in conjunction with the information required by clause 31E) in accordance with the requirements of

Schedules 1 to 3 to Standard Licence Condition 31A.

#### Exception to compliance with condition

**31A.6A** We will not be required to comply with section A of this clause 31A and of Standard Licence Condition 31A to such extent and subject to such conditions as the Authority may from time to time direct

#### Guidance

**31A.7** We will have regard to any guidance on Relevant Matters for Section A of SLC 31A which, following consultation the Authority may issue and may from time to time revise (following further consultation).

#### Section B: Annual Statements

**31A.9** We will provide to you at least once in respect of every 12 Month Period at the Relevant Time a Written document (hereafter referred to as an "Annual Statement") which has the title "Your Annual Electricity Summary" and which, subject to the requirements of Schedule 4 of Standard Licence Condition 31A and without prejudice to the SLC 31A Exempt Information, only contains the following information: –

- (a) your Exact Tariff Name;
- (b) your Annual Consumption Details;
- (c) your Estimated Annual
- (d) your:
- (i) Relevant Cheapest Tariff information and Estimated Annual Savings; and
- (ii) Alternative Cheapest Tariff information and Estimated Annual Savings;
- (e) an explanation of the purpose of the Annual Statement;
- (f) a statement of the 12 Month Period to which the Annual Statement relates;
- (g) your Estimated Annual Costs calculated on the basis of the Charges for the Supply of Electricity and/or gas which applied during the 12 Month Period;
- (h) a bar chart or other graph, diagram or infographic displaying information about the your energy usage;
- (i) details of the Relevant Principal Terms of your Domestic Supply Contract;
- (j) the following exact text: "Remember – it might be worth thinking about switching your tariff or supplier"; and
- (k) information about where you may obtain impartial advice and information about changing your Supplier;
- (l) information on where you may obtain impartial advice and information on energy efficiency;
- (m) a website URL for the Concise Guidance and Energy Consumer Guidance and, where this information is provided, a statement to the effect that a hard copy of each can be provided to the Domestic Customer on request;
- (n) a statement providing you with information regarding the Confidence Code and a website URL where further information on the Confidence Code can be found;
- (o) a description of the Tariff Type which applies to your Tariff;
- (p) the Exact Payment Method which applies to your Domestic Supply Contract;
- (q) in the case of a Fixed Term Supply Contract which does not have a Staggered Charging Tariff, the date (in the format of day, month, year) when the fixed term period ends (or if that date is not ascertainable the duration of the fixed term period);
- (r) in the case of Fixed Term Supply Contract which has a

Staggered Charging Tariff, the date (in the form of day, month, year) when the last fixed term period ends (or if that date is not ascertainable the total duration of all the fixed term periods);

- (s) where a Termination Fee applies to a Domestic Supply Contract, the amount (in pounds sterling) of the Termination Fee;
- (t) a statement setting out any Discounts (excluding any Bundled Products which are Discounts and any Reward Points Discounts) and additional charges (excluding charges which relate to Bundled Products) which apply to the Tariff including the relevant amount in pounds sterling (which must be inclusive of value added tax at the applicable rate) and a brief description of the Discount or additional charge and/or additional charges which apply to the Tariff;
- (u) a statement setting out:
  - (i) a brief description (including information about any charges, which must be inclusive of value added tax at the applicable rate) of any Tied Bundle (including a Tied Bundle which is a Discount) and any Reward Points Discounts included in the Tariff;
  - (ii) where applicable, a statement to the effect that Optional Bundles apply;
- (v) brief, easy-to-understand explanations of key industry terminology;
- (w) your Tariff Comparison Rate; and
- (x) no more than one optical machine-readable label which you may place on the Annual Statement in order to direct you to Additional Information.

#### **31A.10** We will:

- (a) ensure that the Annual Statement is not combined with any other document (including, but not limited to, a Bill or statement of account) and is provided to you separately from any other document (including, but not limited to, a Bill or statement of account) with the exception of the following distinct documents which may be provided to you in the same envelope as the Annual Statement:
  - (i) an Annual Statement in respect of another type of energy that we supply to you;
  - (ii) any document that is required by paragraph 37.7 of an Electricity Supply Licence;
  - (iii) any document setting out any Energy Literacy Information specified in directions which, following consultation, the Authority may issue and may from time to time revise (following further consultation).
- (b) when providing information about Annual Consumption in accordance with sub-clause, 31A.9:
  - (i) include details of any Time of use Tariffs which may apply to your Domestic Supply Contract; and
  - (ii) display the quantity of electricity and/or gas in kilowatt-hours;
- (c) make it clear on the Annual Statement whether any estimates of your consumption have been used in producing the information; and
- (d) subject to paragraph S4.16(a) of Schedule 4 to Standard Licence Condition 31A, when providing details of the Relevant Principal Terms in accordance with sub-clause 31A.9(f), provide all the Relevant Principal Terms together in the same part of the Annual Statement.

#### **Terms of Domestic Supply Contracts**

**31A.12** We will ensure that the terms and conditions of your Domestic Supply Contract and/or Deemed Contract comply with the provisions of section B of this clause 31A and of Standard Licence Condition 31A.

**31A.13** We will ensure that your Domestic Supply Contract and/or Deemed Contract contains terms and conditions which reflect the effect of:

- (a) any requirement of section B of this clause 31A and Standard Licence Condition 31A which could reasonably be considered as:
  - (i) giving you a right to receive or do something in any circumstances;
  - (ii) giving you a right to avoid being subject to something in any circumstances; and
  - (iii) providing for a specific form of protection for you in any circumstances; and
- (b) any provisions of section B of Standard Licence Condition 31A specified in directions, which following consultation, the Authority may issue and may from time to time revise (following further consultation).

#### **Prescriptive format requirements**

**31A.14** We will comply with sub-clause 31A.9 (including in conjunction with the information required by clause 31E) in accordance with the requirements of Schedule 4 to Standard Licence Condition 31A.

#### **Exception to compliance with condition**

**31A.15** We will not be required to comply with section B of this clause 33A and/or of Standard Licence Condition 31A to such extent and subject to such conditions as the Authority may from time to time direct

#### **Guidance**

**31A.16** We will have regard to any guidance on Relevant Matters for Section B of SLC 31A which, following consultation (which may be conducted before this condition takes effect), the Authority may issue and may from time to time revise (following further consultation).  
(NB All clauses from 31A above are effective from 31.03.14)

#### **Standard condition 31E. overarching requirements**

##### **Additional rules for Relevant Cheapest Tariff and Alternative Cheapest Tariff information**

- 31E.1** Where pursuant to a clause of this contract or a Standard Licence Condition we provide you with information about your Relevant Cheapest Tariff and/or Alternative Cheapest Tariff, we will provide, in Writing, in close proximity on the same page:
- (a) a statement to the effect that changing to a Relevant Cheapest Tariff and/or to an Alternative Cheapest Tariff may involve changing to materially different terms and conditions;
  - (b) where applicable, a statement to the effect that the Relevant Cheapest Tariff and/or Alternative Cheapest Tariff is subject to eligibility criteria, limited availability and/or will only be available for a limited period of time; and
  - (c) where you have a Prepayment Meter and changing to the Alternative Cheapest Tariff would require the Meter to be changed:
    - (i) a statement to the effect that changing to the Alternative Cheapest Tariff would require the Meter to be changed;
    - (ii) an estimate of the costs (in pounds sterling), if any, of changing the Meter; and

(iii) a statement to the effect that there may be restrictions on, or conditions attached to, changing the Meter.

**31E.2** This paragraph applies where:

- (a) we and any Affiliate only have one Tariff; and/or
- (b) you are already subject to our (or, our Affiliates) Relevant Cheapest Tariff and/or Alternative Cheapest Tariff (as applicable).

**31E.3** Where sub-clause 31E.2 applies, we will provide a statement in Writing to the effect that you are already subject to the Relevant Cheapest Tariff and/or Alternative Cheapest Tariff (as applicable) and that you will be informed at least once a year if the position changes.

**31E.4** Where you are using a Prepayment Meter, in addition to providing you with information about your Alternative Cheapest Tariff, we will provide a statement in Writing to the effect that if you have Outstanding Charges you may be able to change your supplier by agreeing with a new Supplier that the Outstanding Charges may be assigned by us in accordance with the Protocol.

**31E.5** Where we are required to provide you with information about your Relevant Cheapest Tariff and/or Alternative Cheapest Tariff, we will take all reasonable steps to ensure that:

- (a) the calculation of Annual Consumption Details and all other relevant calculations and assessments are made at a point in time which is of a close proximity to the point in time at which the information is to be provided to you; and (b) the assessment of the Relevant Cheapest Tariff and/or Alternative Cheapest Tariff is based on the most up to date Tariff information available.

**31E.5A** Where sub-clause 31E.5B applies, we may interpret the definition of Relevant Cheapest Tariff and Alternative Cheapest Tariff as if the words "the cheapest Tariff available from us (or, where there are any Affiliate Licensees, us and any Affiliate Licensees) for you" were replaced with "the cheapest Tariff available from us (or, where there are any Affiliate Licensees, the licensee and any Affiliate Licensees) for which you would be eligible".

**31E.5B** This sub-clause applies where:

- (a) we have eligibility criteria for one or more of our Tariffs which complies with sub-paragraph 22B.31(d) of Standard Licence Condition 22B (Requirement for Tariffs to be available to new and existing Domestic Customers); and
- (b) on the basis of that eligibility criteria and information held by us, we are satisfied that you would not be eligible for one or more of our Tariffs.

#### **Plain and intelligible language and presentation requirements**

**31E.6** Where, by virtue of this contract or any Standard Licence Condition, we are required to provide you with information, we will ensure that the information is:

- (a) drafted (or, where provided orally, communicated) in plain and intelligible language;
- (b) where the information is required to be provided in Writing, presented in:
  - (i) text of a colour which is readily distinguishable from the background medium; and
  - (ii) unless a Standard Licence Condition otherwise provides, text of an equal size and prominence except that headings may be afforded more prominence whether by capital letters, underlining, larger or bold print or otherwise.

#### **Overarching requirement to refer to Estimated Annual Costs as "Personal Projection"**

**31E.7** Where we or any of our Representatives are required by this contract or any Standard Licence Condition to provide your Estimated Annual Costs, we will ensure that the Estimated Annual Costs are communicated to you using the name "Personal Projection".

#### **Label and Estimated Annual Costs at the same time as Principal Terms**

**31E.8** Where we or any of our Representatives are required by this contract or any Standard Licence Condition to provide information about all the Principal Terms, we will take (and ensure that any Representative takes) all reasonable steps to communicate the following information to you and ensure that the information is communicated (or, where the information is provided in Writing, drafted) in plain and intelligible language:

- (a) the Tariff Information Label or, in the case of oral communications, the information contained in the Tariff Information Label (in respect of any Domestic Supply Contract offered to you); and
- (b) your Estimated Annual Costs (in respect of any Domestic Supply Contract offered to you).

#### **Provision of information about things included in Estimated Annual Costs**

**31E.9** Where Estimated Annual Costs are provided to you by us or any of our Representatives (either by virtue of this contract or a Standard Licence Condition or on a voluntary basis), we will provide (and take all reasonable steps to ensure that any Representative provides) a brief statement (in Writing where the Estimated Annual Cost are provided in Writing or orally where the Estimated Annual Cost are provided orally) explaining what is included in the Estimated Annual Costs, including, but not limited to, value added tax.

#### **Provision of information regarding inclusion or exclusion of value added tax**

**31E.10** Where we provide you with any information about the Charges for the Supply of Electricity and/or gas or any other type of charge or fee (the "Applicable Charges"), we will inform you of whether the Applicable Charges include or exclude value added tax.

#### **Provision of information regarding future increases in charges**

**31E.11** Where we provide you with any information about your Estimated Annual Costs in respect of an Evergreen Supply Contract, we will provide you with a statement to the effect that the nature of the contract means that the Charges for the Supply of Electricity and/or gas may be increased by us in the future.

#### **Provision of information regarding Opt-out Bundles**

**31E.12** Where any Opt-out Bundle is offered to you, we will inform (and take all reasonable steps to ensure that any Representative informs) you:

- (a) that an Opt-out Bundle applies;
- (b) that you are able to opt out from receiving the Opt-out Bundle; and
- (c) of the consequences of you not opting out from receiving the Opt-out Bundle

#### **Overarching requirements for Staggered Charging Tariffs**

**31E.13** Where a Staggered Charging Tariff has more than one Standing Charge, we will comply with any requirement in a Standard Licence Condition to use, provide or display information in respect of a Standing Charge on the basis that the requirement is read as a requirement to use, provide or display (as the case may be) information in respect of all of the Standing Charges

that apply along with information specifying the duration of time each Standing Charge applies to

**31E.14** Where a Staggered Charging Tariff has more than one Unit Rate, we will comply with any requirement in a Standard Licence Condition to use, provide or display information in respect of a Unit Rate on the basis that the requirement is read as a requirement to use, provide or display (as the case may be) information in respect of all of the Unit Rates that apply along with information specifying the duration of time each Unit Rate applies to.

**Overarching requirements where Tariffs have Time of Use Rates**

31E.15 Where a Tariff has Time of Use Rates, we will comply with any requirement in a Standard Licence Condition to use, provide or display information in respect of a Unit Rate on the basis that the requirement is read as a requirement to use, provide or display (as the case may be) information in respect of all of the Unit Rates that apply along with information specifying the Time Period each Unit Rate applies to

**Guidance**

**31E.16** We will have regard to any guidance on Standard Licence Condition 31E which, following consultation the Authority may issue and may from time to time revise (following further consultation).

**Exception to compliance with condition**

**31E.17** We will not be required to comply with this clause 31E and/or of Standard Licence Condition 31E to such extent and subject to such conditions as the Authority may from time to time direct.

31E.1 to 31E.5B for the purposes of clause 22D.	On and from 00:00 on 23 October 2013
31E.1 to 31E.5B for all other purposes.	On and from 00:00 on 31 March 2014
31E.6.	On and from 00:00 on 23 October 2013
31E.7.	On and from 00:00 on 23 October 2013
31E.8 for the purposes of clause 22D.	On and from 00:00 on 23 October 2013
31E.8 for all other purposes.	On and from 00:00 on 31 March 2014
31E.9.	On and from 00:00 on 23 October 2013
31E.10.	On and from 00:00 on 23 October 2013
31E.11.	On and from 00:00 on 23 October 2013
31E.12 for the purposes of clause 22D.	On and from 00:00 on 23 October 2013
31E.12 for all other purposes.	On and from 00:00 on 31 March 2014
31E.13.	On and from 00:00 on 23 October 2013
31E.14.	On and from 00:00 on 23 October 2013
31E.15	On and from 00:00 on 23 October 2013
31E.16.	On and from 00:00 on 23 October 2013
31E.17.	On and from 00:00 on 23 October 2013

**Appendix Produced: October 2013**

**Phone calls:** Calling us on a 0800 number is normally free when you call from a landline but charges may vary if you use a mobile. Calling us on a 0330 number will cost you no more than 01 or 02 numbers from landlines or mobiles. If you get 'inclusive minutes' with your package, calls on a 0330 number will be part of these.

Electricity and gas are supplied by Npower Northern Limited (Registered in England and Wales, No.3432100) who supply electricity as an agent for Npower Northern Supply Limited (Registered in England and Wales, No.2845740). Registered Office: Windmill Hill Business Park, Whitehill Way, Swindon SN5 6PB.

# **npower Price Control Agreement for the Price Protector September 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. The main terms are set out in bold.

Price Protector September 2016 offers a price fix until 30 September 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).

In order to take up and remain on our Price Protector September 2016 tariff you must:

- have us (npower) supply your gas and/or electricity;
- be a domestic customer;
- take your supply through a credit meter;
- 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); and
- have chosen and we must have agreed to supply you on our **Price Protector September 2016** offer.

If at any time you do not meet any of these eligibility criteria or do not comply with the terms of the Price Protector September 2016 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.

In order to take up and remain on our Price Protector September 2016 offer you must also pay your energy bills by monthly direct debit, quarterly variable direct debit or following the receipt of a bill. If you fail to comply with this condition relating to your payment method we may:

- transfer you to the non-Direct Debit version of the Price Protector September 2016 tariff if you agreed to pay by Direct Debit but that arrangement fails to operate; 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 Price Protector September 2016 offer at any point in the future.

You cannot be supplied on our **Price Protector September 2016** offer if your supply is through a prepayment meter.

If you are an existing npower customer transferring to Price Protector September 2016 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 Price Protector September 2016 offer until 30 September 2016 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 Price Protector September 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.

## **Our 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 Price Protector September 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 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 Price Protector September 2016 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 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). You may also use the cancellation form left with you if you signed in person. 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 Price Protector September 2016 offer.

## **Changing your tariff or supplier**

You may end your Price Control Agreement or switch supplier without giving us any form of notice and we will not apply a termination fee. If you change your tariff during the Price Control Period for an alternative npower tariff **you will no longer be eligible for the Price Protector September 2016 offer and will be supplied under the terms of your new tariff.** You may not be able to switch back to the Price Protector September 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 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 prices you will pay for your supplies for the rest of the Price Control Period will be the prices under the Price Protector September 2016 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 it to your new home this Price Control Agreement will end.**

24.03.14