

npower Price Control Agreement for Price Freeze Plus March 2023

Supplemental Terms and Conditions

These terms and conditions are in addition to and do not replace npower's standard terms for supplying electricity and gas to domestic customers ("Standard Terms") a copy of which should have been provided to you and are also available from www.npower.com or by calling us on 0800 316 3375 (free from mobiles and generally free from landlines) or 0330 100 8674 (costs no more than 01 or 02 numbers from landlines or mobiles and part of 'inclusive minutes' from mobiles).

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.

Price Freeze Plus March 2023 offers a price fix until 31st March 2023 along with One Nights Free Hotel stay. 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 Freeze Plus March 2023 tariff you must:

- be an existing customer of ours paying our standard variable rates (for example on our Standard or Juice tariff or if you are on a deemed contract with us);
- 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);
- have signed up to this tariff by telephone through our Customer Services team; and
- have chosen and we must have agreed to supply you on our Price Freeze Plus March 2023 offer.

If at any time you do not meet any of these eligibility criteria or do not comply with the terms of the Price Freeze Plus March 2023 offer, we may end your agreement with npower (including your Price Control Agreement) and transfer you to a new agreement on our standard variable prices applicable to you. You will no longer be eligible for the One Nights Free Hotel stay if you have not already received your voucher.

In order to take up and remain on our Price Freeze Plus March 2023 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 Freeze Plus March 2023 tariff if you agreed to pay by Direct Debit but that arrangement fails to operate (which will result in you losing any direct debit discount);
- ask you to pay for your gas or electricity (or both) through a prepayment meter on our prepayment terms; and/or
- end your Price Control Agreement and transfer you to our standard variable prices applicable to you.

If your Price Control Agreement ends or we take any of the actions listed immediately above this may increase the charges you pay to us and we will give you notice of any such change. You may not be able to switch back to the Price Freeze Plus March 2023 offer at any point in the future.

If you are no longer being supplied on the Price Freeze Plus March 2023 offer you will not be eligible for the One Nights Free Hotel stay if you have not already received your voucher.

You cannot be supplied on our Price Freeze Plus March 2023 offer if your supply is through a prepayment meter

If you are an existing npower customer transferring to Price Freeze Plus March 2023 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 to you energy supply from the date when we agree we will supply you under our Price Freeze Plus March 2023 offer until 31st March 2023 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. Please see below for additional terms that apply in relation to the hotel offer.

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 Freeze Plus March 2023 offer on the opening date of the offer. The exception to this is if any charge or cost is imposed or incurred by or as a consequence of any action, order, decision or imposition by any governmental, statutory or licensing authority, and, when added to or reflected in our charges or costs at the time, this causes our prices to exceed the fixed price. If there is a change in the rate of VAT chargeable in respect of the energy we supply, this will cause our charges to change and may increase the charges you pay to us. If we provide you with incorrect prices in error we can choose not to go ahead with our agreement with you which means we may end it (including your Price Control Agreement) and we will offer you a new agreement with the correct prices.

Our 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, a relevant fixed term default tariff (if we consider it appropriate to do so) or the relevant tariff required or permitted by law, any of which may be more expensive than your current Price Freeze Plus March 2023 offer. We will notify you of your new prices and the associated estimated annual costs you will pay before the end of your Price Control Period as required by our regulatory obligations. You will pay them from the end of the relevant notice 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 Freeze Plus March 2023 offer. To cancel, simply write to us with your agreement number, saying you want to cancel your Price Control Agreement. Address this to: npower, PO Box 177, Houghton le Spring, DH4 9AQ. Or, you can email us at customer.acquisitions@npower.com or phone us on 0800 316 3375 (free from mobiles and generally free from landlines) or 0330 100 8674 (costs no more than 01 or 02 numbers from landlines or mobiles and part of 'inclusive minutes' from mobiles). We may monitor and/or record calls for security, quality or training purposes. 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 Freeze Plus March 2023 offer. You will no longer be eligible for the One Nights Free Hotel stay.

Early Exit Fee

If before 10th February 2023 you change your supplier or tariff for electricity or gas, or both, to which your Price Control Agreement applies, we may apply a termination fee of £30 in respect of each such fuel ("Early Exit Fee"). You agree to pay any such Early Exit Fee and that we may also take this fee by Direct Debit. We will not apply an Early Exit Fee in relation to this tariff if you change your supplier or tariff on or after 10th February 2023 or in various other specific circumstances set out in this Price Control Agreement.

Changing your tariff or supplier

You may end your Price Control Agreement or switch supplier without giving us any form of notice but you may incur an Early Exit Fee if you change before 10th February 2023. If you change your tariff during the Price Control Period for an alternative npower tariff you will no longer be eligible for the Price Freeze Plus March 2023 offer and will be supplied under the terms of your new tariff. You may not be able to switch back to the Price Freeze Plus March 2023 offer at any point in the future.

If you switch supplier as a result of our notice to you prior to the end of the Price Control Period, and we receive formal notice of a switch within the relevant period then until you leave you will pay the charges as per this Price Control Agreement. We'll give you details of all relevant periods when we notify you at the time. 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 Freeze Plus March 2023 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 and you may incur an Early Exit Fee.

How we will use your personal data

Your details will be shared with the Marketing Lounge Partnership Limited (Company number 06467245), The Cow Shed, Walnut Tree Farm, Lower Stretton, Cheshire, United Kingdom, WA4 4PG ('MLP') who will send you your hotel voucher and directory and may also send you additional information in relation to this offer. MLP will only retain your details for as long as they are required to do so. We are relying on 'legitimate interests' as the lawful grounds for use of your personal data in this way (this is where we use your personal information for our normal business purposes where the benefits of doing so are not outweighed by your fundamental rights or freedoms). You have a right to object to this type of processing but you may not be able to receive the offer. See the section on "Your rights relating to the personal information we hold about you" then "Right to object" in our Privacy Policy (www.npower.com/about-npower/privacy-policy) or call 0800 073 3000 or textphone 0800 413 016 (generally free from most landlines) for a copy).

In terms of your energy supply, your personal data will be used as set out in our Privacy Policy referred to above.

One Nights Free Hotel Stay

In order to be eligible you must be 18 years or over.

This offer entitles you to stay for one night, on a room only basis free of charge with no obligation to purchase meals or beverages. Only one offer is available per customer.

Your one night free must be booked and taken within 18 months of your voucher being issued and the expiry date will be confirmed when you receive your voucher. The free one night stay offer can only be redeemed against the cost of accommodation at participating hotels.

Reservations can only be made between one and fourteen days (inclusive) in advance of the first night's stay. Bookings can only be made through MLP's central reservations number. Any booking or enquiries made directly with the hotel will not be honoured.

MLP will post your hotel voucher and directory within 45 days of your first (or only) fuel going live on Price Freeze Plus March 2023.

The offer is based on two adults sharing a standard twin or double room. Room upgrades (e.g. to a family room) to include additional guests are chargeable and are to be paid for at the time of booking.

Children are subject to the individual hotel's normal children rates and reservations. Children may not utilise the offer.

All stays are subject to the hotel's availability for the offer. This availability will fluctuate throughout the year. Some hotels operate a strict room allocation policy for promotional bookings. This offer does not apply to reservations that include public or bank holiday periods in the UK and Ireland, Valentine's Day, Easter, Christmas and New Year periods. Availability may be limited during other busy periods e.g. Mother's Day and school holidays.

The offer applies to bookings made in advance and does not apply to guests altering a visit after a booking is made.

Meals and beverages are not included in the offer.

A charge will apply for room upgrades/special facilities (sea/lake view/four poster beds) or any other such supplements e.g. pet supplements.

Any extra nights' accommodation or room upgrades are chargeable and are to be paid at the time of booking. Bookings are made on a non-transferable basis; rooms are pre-paid for and reserved prior to arrival in accordance with the original booking.

Cancellations: If a booking is cancelled your voucher will become void and no monies will be refunded. Any payments made for room upgrades, or meals for the length of your stay may not be refunded. If booking more than one night's accommodation up to 100% of any additional nights will be charged. Any changes to your booking will be treated as a cancellation.

Prices for any extra nights, room upgrades and meals are valid at date of this offer going live but may be liable to change.

A maximum of one voucher can be used on a single booking/stay. Separate bookings, which are believed to be part of the same party, may not combine their vouchers to create a consecutive night stay.

Hotels featured and all information is correct at time of this offer going live but may be liable to change.

Each hotel has confirmed its willingness to participate in this promotion. MLP, npower and/or associated partners cannot be held responsible for any hotel subsequently declining acceptance of a booking using the offer. The terms and conditions of each hotel apply.

Cost of travel to the hotel and the cost of any travel or holiday insurance associated with the use of the 'one night free offer' is excluded and is entirely at the expense of each individual. Spending money is not included within the offer.

MLP, npower and/or associated partners shall not be liable for any failure or breach by individual hotels and accept no responsibility for any loss suffered by any participant of the promotion.

This promotion cannot be used in conjunction with any other promotions or discount schemes or cards generated by the participating hotels. No cash alternatives will be offered.

MLP, npower and/or associated partners accept no liability for any loss caused, damage to property or personal injury whilst on the premises of individual hotels, whether or not caused by the acts or omission of any third party.

The offer is non-transferable and cannot be used in conjunction with any other promotional offer. No cash alternatives will be offered.

The hotel offer is administered by MLP. Any queries on the administration of the hotel offer should be directed to MLP's customer helpline on 01565 832865 (lines are open Monday to Friday 9am – 5pm).

Insofar as is permitted by law, neither npower, MLP or its agents will in any circumstances be responsible or liable to compensate you or accept any liability for:

- any non-acceptance of the hotel offer or
- any inability by you to use the hotel offer properly or at all or
- the contents, accuracy or use of either the hotel offer or the products or services available from any of the hotels or
- the quality and/or the availability of the products or services available from any of the hotels or
- any loss, personal injury or death caused by the hotel offer or products or services available from any of the hotels except where personal injury or death is caused by the negligence of npower, MLP or their employees, agents or subcontractors.

Nothing in these terms is intended to limit your legal rights as a consumer.

If any court or competent authority decides that any of the provisions of these terms and conditions or any provisions of a contract are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

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