

# npower Online Price Control Agreement

for our Intelligent Fix October 2018 offer

These terms are between you and Npower Northern Limited, with registered office at Windmill Business Park, Whitehill Way, Swindon SN5 6PB (“us”, “we”, “our” or “npower”), and 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. Where appropriate, the Standard Terms also apply in relation to the Nest Learning Thermostat™ (the “Nest Thermostat”) referred to below.

Intelligent Fix October 2018 offers a price fix until 31<sup>st</sup> October 2018. Charges will be on a single standing charge and unit rate basis and will be based on our current prices for your area, meter type and the payment method that you opted for (and may change if you change area, meter type or payment method).

## Eligibility criteria

In order to take up and remain on our Intelligent Fix October 2018 tariff you must:

- Have us supply your gas and electricity as a dual fuel Customer, both on our Intelligent Fix October 2018 tariff;
- be a domestic customer;
- take your supply through a credit meter;
- provide your email address and inform us if it changes;
- use npower.com as your primary method of contact with customer service;
- receive your bills online by registering for an online account and paperless bills at npower.com within 30 days of receiving your account number;
- provide meter reads online when requested;
- notify us immediately online of changes to any of your details;
- receive all account communications (including price change and tariff end notices and the provision of other important information) by email;
- conduct your online account with any new features we may introduce and notify you of from time to time;
- pay on the tariff where our charges are wholly based on a standing charge and single rate metered standard domestic tariff (or two unit rate metered economy 7 tariff for electricity);
- have chosen and we must have agreed to supply you on our Intelligent Fix October 2018 offer;
- accept receipt of (and not return) the Nest Thermostat supplied by us at no additional cost as part of the Intelligent Fix October 2018 offer.
- sign up to an online account with Nest Labs Inc (“Nest”) and agree to Nest’s terms and conditions, a copy of which can be viewed at <https://nest.com/uk/legal/terms/> (“Nest’s Terms and Conditions”).

If, at any time, you do not meet any of these eligibility criteria or do not comply with the terms of our Intelligent Fix October 2018 offer, we may end your agreement with npower (including your Online Price Control Agreement) and transfer you to a new agreement on our standard variable prices applicable to you. You will not be entitled to the Nest Thermostat if it has not already been installed.

In order to take up and remain on our Intelligent Fix October 2018 offer you must also pay your energy bills by monthly direct debit or quarterly variable direct debit. If you fail to comply with this condition relating to your payment method we may:

- ask you to pay for your gas or electricity (or both) through a prepayment meter on our prepayment terms; and/or
- end your Online Price Control Agreement and transfer you to our standard variable prices applicable to you.

If your Online 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 our Intelligent Fix October 2018 offer at any point in the future.

You cannot be supplied on our Intelligent Fix October 2018 offer if your supply is through a prepayment meter. Intelligent Fix October 2018 is available to customers with a Smart meter but ‘Smart functionality’ is not currently supported.

If you are an existing npower customer transferring to Intelligent Fix October 2018 you will lose any benefits of your previous npower tariff and may not be able to return to that tariff later.

## Online Price Control Period

These terms apply from the date when we agree we will supply you under our Intelligent Fix October 2018 offer until 31<sup>st</sup> October 2018 or any earlier date on which you change your tariff or you do not meet the eligibility criteria and your Online Price Control Agreement ends. We call this the “Online Price Control Period”.

## Our charges

During the Online 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 were required to take or have 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 our Intelligent Fix October 2018 offer on the opening date of the offer. The exception to this is if any charge or cost is imposed by or as a consequence of any action, order, decision or imposition by any governmental, statutory or licensing authority, and, when added to our charges at the time, this causes our prices to exceed the fixed price. If there is a change in the rate of VAT chargeable in respect of the energy we supply, this will cause our charges to change and may increase the charges you pay to us.

There will be no additional charge for the Nest Thermostat, which includes delivery to the supply address. Installation is excluded and is not available under this offer.

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

At the end of the Online Price Control Period, or at the end of your Online Price Control Agreement if this is earlier, and if 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 Intelligent Fix October 2018 offer. We will notify you of your new standard variable prices and the associated estimated annual costs you will pay 42-49 days before the end of your Online 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 Intelligent Fix October 2018 offer.

To cancel, simply write to us with your agreement number, saying you want to cancel your Price Control Agreement. Address this to: npower, PO Box 177, Houghton le Spring, DH4 9AQ.

Or, you can email us at customer.acquisitions@npower.com or phone us on 0800 316 3375 (free from mobiles and generally free from landlines) or 0330 100 8674 (costs no more than 01 or 02 numbers from landlines or mobiles and part of ‘inclusive minutes’ from mobiles). We may monitor and/or record calls for security, quality or training purposes.

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 Intelligent Fix October 2018 offer.

If you let us know that you have changed your mind about the Nest Thermostat at any time between the end of the 14 day period above and 14 days from the date of which you received the Nest Thermostat, your agreement with npower (including your Online Price Control Agreement) will end but supply of one or both of your fuels on our Intelligent Fix October 2018 tariff may have already begun. We will refund any premium you have already paid in comparison with our standard variable prices applicable to you and you will not incur a termination fee. If you continue to take supply from us, we will continue to supply you on our standard variable prices applicable to you under our Standard Terms unless you arrange to switch tariff or supplier.

## Early Exit Fee

If, before 13<sup>th</sup> September 2018 you change your supplier or tariff for electricity or gas, or both, to which your Online Price Control Agreement applies, we may apply a termination fee of £60 in respect of each such fuel (amounting to a total of £120) (“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 13<sup>th</sup> September 2018 or in various other specific circumstances set out in this Online Price Control Agreement.

#### Changing your tariff or supplier

You may end your Online 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 13<sup>th</sup> September 2018. If you change your tariff during the Online Price Control Period for an alternative npower tariff you will no longer be eligible for our Intelligent Fix October 2018 offer and will be supplied under the terms of your new tariff. You may not be able to switch back to our Intelligent Fix October 2018 offer at any point in the future.

If you switch supplier as a result of the notice received during the 42-49 day window prior to the end of the Online Price Control Period, and we receive formal notice of a switch within 20 working days of the end of the Online Price Control Period, you will pay the charges as per this Online Price Control Agreement until you leave. If you change tariff with us following that notice and prior to the end of the Online Price Control Period, then you will pay the charges as per this Online Price Control Agreement until you move to your new tariff.

#### Moving home

If you move home, your Online Price Control Agreement will end but you will not be charged an Early Exit Fee.

Once installed, the Nest Thermostat forms part of your central heating system and we will not transfer it to your new property.

#### About the Nest Thermostat

The Nest Thermostat controls heat and compatible hot water tanks. In order to use the Nest Thermostat, you will need to have a fully working and compatible central heating system. The Nest Thermostat is not suitable for customers with electric storage heating, electrical under-floor heating or biomass boilers.

To get the most out of your Nest Thermostat, you need a computer, tablet or smart mobile with internet access and an up to date web browser, a live broadband connection and a router with power supply to the router.

Nest's Terms and Conditions contain some important exclusions regarding the functionality and compatibility of the Nest Thermostat. These should be read these carefully and you must ensure that you are happy that the Nest Thermostat will be suitable for you and your home.

The Nest thermostat comes with a 2 year limited warranty provided by Nest

No warranty is provided regarding the functionality of the Nest Thermostat, with regards to;

- the compatibility with your smart phone/computer and home internet network; and
- whether the Nest Thermostat will meet your own specific requirements.

Nothing in these Terms and Conditions affects your statutory rights, including any right under consumer law that goods supplied will be of satisfactory quality and as described.

You can purchase a stand from us for your Nest Thermostat for £29 (including VAT, excluding delivery) (subject to change and availability before the time of your order). A stand is not compulsory for the functionality of the product but may enhance its visual appearance.

If you are not entirely satisfied with the Nest Thermostat, you have 14 days from the date on which you received the Nest Thermostat to change your mind. You must contact us by one of the means specified in the 'Changing your mind' section above within the relevant timescales. Your energy supply will be transferred to our standard variable prices applicable to you as set out in that section.

By entering into this contract, you agree to accept delivery of the Nest Thermostat, which may be up to 14 days from the go live of your second fuel supply start date. Delivery could be later if we agree otherwise with you.

If you cancel your Online Price Control Agreement or change your mind about the Nest Thermostat (as set out in the 'Changing your mind' section above) at any time you will need to contact us to request a free post envelope to return the Nest Thermostat. Failure to do so may result in a charge of £199 (inclusive of VAT) for the cost of the Nest Thermostat.