



A warmer home. Lovely.

Our Terms and Conditions for Domestic Customers -
Eco Energy Efficiency Measures



Here are a few key things it's important you know

- We are offering free or subsidised energy saving improvements as part of a government scheme called the Energy Companies Obligation (ECO). The scheme was set up for the largest energy suppliers to help make British households more energy efficient.
- Cavity wall and loft insulation (if recommended for you) will be installed for free. Sometimes we can't install boilers for free; if this is the case you may be asked for a contribution towards a new boiler (you will not be under any obligation if you don't want to contribute). This will be detailed in your Energy Saving Improvement Plan.
- In addition to seeing proof of your eligibility, we may need to obtain some permissions (e.g. from a landlord) before installing energy saving improvements in your home.
- npower will provide funding towards the work that is outlined in your Energy Saving Improvement Plan. If additional work is required (e.g. removal of asbestos) that npower doesn't agree to arrange, you'll be responsible for arranging this and for the cost.
- The energy saving improvements will be installed by approved contractors, but your contract is with npower Northern Limited. Our registered office is Windmill Hill Business Park, Whitehill Way, Swindon SN5 6PB and you can contact us Monday to Friday 8am to 8pm on 0800 072 1740 (generally free from mobiles and free from most landlines) or 0330 100 8122 (included in any 'inclusive minutes' from mobiles).
- We'll agree a suitable date with you for the installation. We'll not be liable for any costs or loss of income that you may incur as a result of any changes to the date or time.
- If you change your mind and would like to cancel your installation and agreement with us, you can do this within 14 days of receiving your Energy Saving Improvement Plan. If you do ask for installation within your 14 day cancellation period, you will be responsible for the costs of the installation undertaken if you later choose to cancel after we've started the work.
- During the installation, we may have to disturb some of the fixtures and fittings in your home. We'll make sure we leave your home clean, tidy and safe after completing the installation. The funding doesn't include the cost of redecoration.
- It is your responsibility to clear the work area of any belongings to make sure our installers have access to carry out the installation safely.
- When we've completed the installation we'll make sure you're happy with the end result and that you have all the relevant guarantee and warranty paperwork.
- We'll make sure that the goods included in your install are of satisfactory quality and are as described.
- However, if you have any problems, please contact us and we'll do our best to solve any issues in accordance with our complaints policy.

Terms and Conditions for Domestic Customers – Eco Energy Efficiency Measures

1. OUR AGREEMENT

These Terms & Conditions apply to the **Contract** between you and **us**. **Please read them carefully before agreeing to the Energy Savings Improvement Plan.** Words which appear in bold type throughout these Terms & Conditions have the following meanings:

- 1.1 **“Contract”** means the contract between you and **us** under which **we** will arrange the **Installation**, which includes the Energy Savings Improvement Plan, the Report, these Terms & Conditions and the notice of the right to cancel.
- 1.2 **“Customer Contribution”** means your contribution towards the **Installation** as shown in your **Energy Savings Improvement Plan**.
- 1.3 **“Energy Savings Improvement Plan”** means the information contained within the plan which is attached to these Terms and Conditions and detail the **Installation** we have agreed to install in your Home.
- 1.4 **“Home”** means your home, at the address set out in the **Contract**.
- 1.5 **“Installation”** means the provision of and **installation** by the installer of certain qualifying energy efficiency domestic measures to domestic households as specifically set out within the **Contract**.
- 1.6 **“Order”** means the Electricity and Gas (Energy Companies Obligation) Order 2012 (**“ECO”**) 2012.
- 1.7 **“Price”** means the full cost of the **Installation** including any Npower funding and also the **Customer Contribution**.
- 1.8 **“Report”** means a report including a green deal report or a chartered surveyor's report (following a qualifying assessment which recommends measures which qualify as qualifying actions under CERO and CSCO and which improve the insulating properties of the premises) on your Home.
- 1.9 **“we/us/our”** means Npower Northern Limited (company number 03432100) whose registered office is at Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, SN5 6PB.

2 CONTRACT

- 2.1 **We** shall arrange for the **Installation** to be carried out in your **Home** in accordance with these Terms & Conditions. Following a **Report we** shall contact you to confirm the funding we are able to provide for the **Installation**. If You agree to proceed with such **Installation a Contract** shall come into existence once **we** have confirmed acceptance to you and notified you of the dates for **Installation**.
- 2.2 The **Contract** is conditional upon any relevant consents and permissions being obtained (as set out in your Energy Savings Improvement Plan). In the event that the relevant consents and permissions are not obtained, **we** will be unable to proceed with your **Installation** and shall cancel your

Contract in accordance with clauses 6.3 and 6.4.

- 2.3 **We** can only arrange for the **Installation** to be carried out in domestic premises which are separate and self-contained used wholly or mainly for domestic purposes (incorporating any building, or part of a building but not the land on which the building is situated) and incorporating any mobile home (as further defined with the Order). **We** cannot arrange for the **Installation** to be carried out on properties used for commercial purposes or where you have received any offers or incentives from any other energy supplier relating to the **Installation**.
 - 2.4 We reserve the right to decline to arrange the carrying out of the **Installation** (without liability) where your Home is unsuitable for the **Installation** or where the carrying out of such work would in our reasonable opinion pose a risk to the installer's health and safety or to the health and safety of others or for such other reason as **we** deem reasonably appropriate.
 - 2.5 As the consideration for our agreeing to arrange for the **Installation** to be carried out in your **Home**, you agree that any carbon and cost savings acquired as a result of the **Installation** shall belong wholly and exclusively to **us** and such savings shall be deemed to have transferred to **us** (with full title guarantee) for the purpose of recording our obligations under the **Order** in respect of our carbon emissions reduction obligation (**“CERO”**), the carbon saving community obligation (**“CSCO”**) and/or the home heating cost reduction obligation (**“HHCRO”**).
 - 2.6 If you require further work to be carried out by the installer which is in addition to or is not necessary for the **Installation** you may need to enter into a contract direct with the installer for the provision of such further work and the cost of such further work will be payable by you to the installer.
- ## 3 PRICE
- 3.1 The **Price** for the **Installation** is set out in your **Energy Savings Improvement Plan**.
 - 3.2 **We** shall provide funding for the **Installation** as set out in your **Energy Savings Improvement Plan** and subject to your compliance and adherence to the **Contract** and subject to the remainder of these Terms & Conditions.
 - 3.3 The **Customer Contribution** (where applicable) must be paid to us in advance on the **Installation**, or where we have agreed in writing with you, within 14 days of the completion of the **Installation**. Payments may be made by credit or debit card. Please telephone 0800 197 4706 to make your payment by credit or debit card. **We** will provide you with a receipt.

- 3.4 If you have taken out finance with one of Npower's finance partners, **we** will confirm this in writing to you and will arrange with the finance partner for the **Customer Contribution** or part thereof to be paid directly to **us**.
- 3.5 If the finance does not cover the full **Customer Contribution**, you will be required to pay the shortfall in accordance with clause 3.3.
- 3.6 In the event that you do not satisfy the appropriate and relevant criteria necessary for us to claim the carbon and cost savings (in accordance with clause 2.5), because you have misled **us** or given untrue or false information you agree to pay us for any shortfall in any carbon and cost savings **we** suffer and **we** shall have the right to reclaim from you in full the cost of our funding.
- 3.7 You confirm that you understand the nature of these Terms & Conditions and the criteria which you must satisfy in order to be eligible for **our** funding in relation to the **Installation**

4 OUR INSTALLERS

- 4.1 **We** shall only arrange for installers to carry out the **Installation** who have been appointed by **us** and who are suitably and properly qualified to carry out the **Installation**.
- 4.2 All installers and surveyors appointed on **our** behalf will show an identification badge on arrival.

5. DELIVERY

- 5.1 **We** shall contact you to agree a date and time for the carrying out of the **Installation**. All appointment dates and times are subject to availability and subject to change. Time of delivery shall not be a condition of the **Contract**. If **we** are unable to arrange for the **Installation** to be carried out on a specified date or time, **we** will contact you to agree an alternative date or time. **We will not be liable for any costs or loss of income that you may incur as a result of any change of date or time.**
- 5.2 The installers will require access to your **Home** to carry out the **Installation**. If they are unable to gain access to your **Home** on the agreed date **we** will contact you to arrange another appointment. In the event of continued failed attempts to gain access to your **Home**, **we** may (without any liability) cancel your **Contract**.

6. RIGHT TO CANCEL

Your Right to Cancel

- 6.1 You may cancel your **Contract** (unless the **Installation** has already commenced) within 14 days from commencement of the **Contract** by:
 - (a) writing to **us** at:
Energy Improvements Team,
npower, Oak House, Bridgwater Road, Worcester, WR4 9FP.
 - (b) phoning **us** on the telephone number set out within the **Contract**. For further information on your right to cancel, please see the **‘Notice of the Right to**

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Cancel' provided to you.

- 6.2 If you cancel your **Contract** after the 14 day period once the date for **Installation** has been agreed by you (except where **we** are in serious breach of our obligations), **we** reserve the right to recover from you any losses or costs suffered or incurred by **us** as a result of such cancellation.

Our Right to Cancel

- 6.3 **We** may cancel your **Contract** in accordance with our rights in clause 2.4 or clause 5.2, if **we** are unable to arrange the carrying out of the **Installation** (or a substantial part of it) due to something which could not have been reasonably identified at the time the **Report** was carried out or which is beyond our reasonable control (including any health and safety issues), or for any other reason upon written notice to you at any time prior to materially commencing the **Installation**.
- 6.4 If **we** cancel your contract in accordance with clause 6.3, **we** shall refund to you any **Customer Contribution** but shall have no further liability to you.

7. OUR RESPONSIBILITY

- 7.1 **We** will be appointing the installer to carry out the **Installation** on **our** behalf and will be responsible for ensuring that the **Installation** is properly carried out in accordance with condition 7.2.
- 7.2 **We** shall ensure that:
- 7.2.1 the **Installation** is carried out in accordance with all relevant laws and regulations and in accordance with the required standards as set out within the **Order**;
- 7.2.2 the **Installation** is carried out in accordance with the **Contract** and with reasonable care and skill and that the materials provided by the installer for the **Installation** are of satisfactory quality;
- 7.2.3 when the **Installation** is being carried out reasonable care is taken to avoid dirtying or causing unnecessary disturbance to your **Home** and that the area in which the installer has been working, is left in a clean, tidy and safe condition.
- 7.3 When the **Installation** has been completed **we** shall ensure that any certificates and guarantees relating to the **Installation** are provided to you.
- 7.4 The funding does not include the cost of making good any disturbances or redecoration required to your **Home** following completion of the **Installation** (unless caused by **our** negligence).

8. YOUR RESPONSIBILITY

- 8.1 It is your responsibility unless otherwise agreed in writing to:
- 8.1.1 obtain all necessary consents and permissions (including consent from landlords and planning permission) which are required before the **Installation** can be carried out;
- 8.1.2 ensure that all facilities and supplies required to carry out the **Installation** are supplied or installed at the Property and are in good working order;
- 8.1.3 clear all furniture and fittings from any rooms or roof space which will need to be used to carry out the **Installation** to provide a safe and clear access for our installers;
- 8.1.4 remove any dangerous materials from your **Home** such as asbestos. If any asbestos is removed from your **Home** you shall produce a clearance certificate to the installer. The installer will not be able to carry out any further work until this certificate is produced and failure to provide this certificate may cause delays and prevent the installer from completing the **Installation**.
- 8.2 You acknowledge that it may be necessary to disturb your **Home** and its fixtures and fittings when carrying out the **Installation** and that there may be a degree of redecoration required following completion of the **Installation** and that you will be responsible for (including the cost of) any redecoration in your **Home** (other than damage caused by **our** negligence).

9. LIABILITY

- 9.1 **We** shall not be liable for any failure of or to the **Installation** (or any part of it) which is not caused by our negligence or which is caused by a factor beyond our reasonable control.
- 9.2 **We** will not accept liability for any losses you incur that:
- (i) were not reasonably foreseeable to you and **us** when the **Contract** was formed;
- (ii) were not caused as a result of any default, negligence, act or omission on our part or that of our employees, installers or subcontractors;
- (iii) were due to an existing structural defect; or
- (iv) by circumstances beyond our reasonable control; and
- (v) are business losses or are incurred as an indirect consequence of the event which led to your claim.
- 9.3 Any guarantee or warranty provided by a manufacturer in relation to the **Installation** shall be the responsibility of that manufacturer. The manufacturer's terms and conditions

may apply.

- 9.4 Nothing in these Conditions affects any statutory rights that you have in relation to the service or goods **we** have arranged for you excludes or limits any liability for death or personal injury resulting from our negligence or for fraud or any other liability which cannot be excluded or limited by law. For further information about your statutory rights, contact your local authority Trading Standards Department or Citizen's Advice Bureau.

10. NOTICES

If you need to give us written notice in accordance with this Contract you should send the notice to npower, Energy Improvements Team, Oak House, Bridgwater Road, Warndon, Worcester, WR4 9FP. Tel: 0800 072 1740.

11. OUR RIGHT TO ASSIGN AND SUBCONTRACT

We reserve the right to assign or subcontract any of our obligations contained in the **Contract**, provided that **we** shall not assign our obligations under this **Contract** if this would prejudice your rights under it.

12. GENERAL

- 12.1 If on any occasion either you or **we** agree to take no action against the other even after the other has failed to comply with this **Contract**, that party should not assume that the other will do the same on another occasion.
- 12.2 We may vary this **Contract** at any time and shall notify you of such change as soon as reasonably possible. Where the variation is of significant disadvantage to you, you may cancel the **Contract** by notifying us in writing within 14 working days after **we** have sent you the notification of the variation. The variation shall not apply to a **Contract** which has been cancelled.
- 12.3 Other than you, **we** do not intend that any other person can benefit from the **Contract**.
- 12.4 If any court or competent authority decides that any of the provisions of this **Contract** are invalid, unlawful or unenforceable to any extent, the relevant provision will, to that extent only, be severed from the remaining part of the **Contract**, which will continue to be valid to the fullest extent permitted by law.
- 12.5 These Terms & Conditions and the **Contract** between you and **us** are subject to the laws of England and Wales and the exclusive jurisdiction of the courts of England and Wales.

How we use your data

We will process your personal details to enable us to carry out your order and for administration of the Contract. We may also use your personal details to carry out statistical analysis, research, training, monitoring and/or evaluation and to claim carbon and cost savings. Your personal details may be disclosed to our employees, agents, service providers, group companies, assignees and other regulatory bodies, funding associations and organisations for these purposes.

Some of the information you have provided to us may be disclosed to Ofgem as Administrator of the ECO scheme. Ofgem is the Office of the Gas and Electricity Markets. Further information about Ofgem can be found at: www.ofgem.gov.uk. Ofgem may use such information to determine whether we are achieving our obligations under such scheme and to comply with its own statutory duties. Ofgem may seek to verify any information we provide them with by contacting you directly or by checking it against existing Government records. If you would like to know more about what information Ofgem holds about you, or the way it uses your information, full details of Ofgem's ECO Privacy Policy can be found at: www.ofgem.gov.uk/Sustainability/Environment/ECO/Pages/index.aspx. You can also contact Ofgem directly at eco@ofgem.gov.uk.

We may monitor and/or record your telephone calls for security and training purposes. I agree that where I have provided information in this form you can use my personal details for the above purposes.

Putting things right

We aim to provide you with a high standard of customer service, however if at anytime you are not satisfied with any part of the service that has been provided to you, we'd like the chance to put things right.

If you think something's wrong:
Contact the Energy Improvement Team:



0800 072 1740

(generally free from mobiles and free from most landlines)

0330 100 8122

(included in any 'inclusive minutes' from mobiles)

We're here to help you from 8am to 8pm
Monday to Friday.



If you prefer, you can
e-mail: **GD&Ocomplaints@npower.com**

Or write to: Energy Improvements Team,
npower, Oak House, Bridgwater Road,
Warndon, Worcester WR4 9FP.

If you have any questions?



0800 072 1740

(generally free from mobiles and free from most landlines)

0330 100 8122

(included in any 'inclusive minutes' from mobiles)

We're here 8am to 8pm
Monday to Friday.



Energy Improvements Team
npower
Oak House
Bridgwater Road
Worcester
WR4 9FP

Phone calls: We may monitor and/or record calls for security, quality or training purposes. Calling us on an 0800 number should be generally free from mobiles and free from most landlines. 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 to a 0330 number will be part of these.

npower is a registered trademark and is the trading name of Npower Northern Limited (Registered No. 3432100). Registered in England and Wales.
Registered Office: Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, SN5 6PB.

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Notice of right to cancel

You've got the right to cancel your contract for home energy improvements within 14 days of it starting, unless the installation has already begun or you've waived your cancellation rights.

If you'd like to cancel, let us know by:



- Writing to us using this form or a letter, at: **Energy Improvements Team, npower, Oak House, Bridgwater Road, Worcester, WR4 9FP.**



- Calling us on **0800 072 1740** from a landline or **0330 100 8122** from a mobile. We're here from 8am to 8pm, Monday to Friday.



- Emailing **energyimprovements@npower.com**

We'll cancel your contract from the day you posted your cancellation, emailed or called.

If you cancel your contract more than 7 days after agreeing an installation date, we have the right to recover any costs incurred because of that unless we were seriously in breach of our obligations. There are more details in our terms and conditions.

If you'd like to cancel your contract using this form, please fill it in and send it to us at the above address.

I/we would like to cancel my/our contract for an energy saving improvement installation.

Signature:

Print your name:

Address:

Postcode:

Date:

Phone calls: We may monitor and/or record calls for security, quality or training purposes. Calling us on an 0800 number should be generally free from mobiles and free from most landlines. 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 to a 0330 number will be part of these.

npower is a registered trademark and the trading name of Npower Northern Limited (Registered No. 3432100) who are also an agent for Npower Northern Supply Limited (Registered No. 2845740) for supplying electricity. Registered in England and Wales Registered Office: Windmill Hill Business Park, Whitehill Way, Swindon SN5 6PB

Correspondence address: Energy Improvements Team, npower, Bridgwater Road, Worcester, WR4 9FP

