

Conditions for supplying energy to small and medium enterprises (April 2014)

1 Introduction

- 1.1 These conditions apply if we supply your business with energy and:
- you have entered into a verbal or written contract with us (for a metered or unmetered supply);
 - we continue to supply you after your contract with us has ended; or
 - you are a deemed customer.
- 1.2 The glossary at the end of this document explains the meanings we have given to specific words or phrases used in this document. Where the word 'including' is used in this document, this is followed by a list of examples, and is not a full list.
- 1.3 In your contract wherever we refer to any industry agreement, legislation, licence or regulation, we are referring to the version (as may be changed or updated from time to time) in force on the agreement date.
- 1.4 You agree and understand that your contract is legally binding (whether you entered into it or a representative or agent acting on your behalf entered into it) and so you must carry out your responsibilities under it. If you do not, we may take legal action against you.

You and we agree to the following.

2 Before we start to supply energy to you

- 2.1 Your responsibilities
- We will only supply energy to you under your contract if you do the following.
- 2.1.1 Confirm to us that:
- you have the authority to enter into the contract to buy energy for the site;
 - any representative or agent acting on your behalf has this authority; or
 - you are the owner or occupier of the site.
- 2.1.2 Make sure the site is connected.
- 2.1.3 Use the energy totally or mainly for business purposes (this includes landlords, management agents or housing associations buying energy for premises where all or some of the energy is used for domestic purposes).
- 2.1.4 Provide suitable credit references to us and, if we ask you to, security cover and a direct-debit form.
- 2.1.5 Provide a best estimate of how much gas or electricity (or both) you are likely to use for each site each year.
- 2.1.6 Provide a meter reading.
- 2.1.7 Carry out your responsibilities under your contract.
- 2.1.8 If you need a large gas supply, give us:
- the names or job titles of three to five emergency contacts who have the authority to keep to any direction we give if there is a gas-supply emergency; and
 - between one and four phone numbers for each emergency contact so that we can contact at least one of them 24 hours a day;
- and make sure these details are kept up to date.
- 2.1.9 If you use (or expect to use) more than 1,464,000 kWh of gas for a site each year, give us a fax number as an emergency contact that is able to receive faxes 24 hours.
- 2.2 If at any time you do not carry out any of your responsibilities under condition 2.1, we may stop providing energy and we may de-energise your site (please see the glossary for an explanation of de-energise).
- 2.3 Our responsibilities
- We will only have to supply energy to you under your contract if we:
- 2.3.1 confirm that we accept your spoken or written offer to buy energy;
- 2.3.2 are allowed to supply you with energy under the terms of our licence;
- 2.3.3 are able to confirm the address of each site, metering point, MPAN or MPRN (or both);
- 2.3.4 have any permission we need from other organisations;
- 2.3.5 have received credit reports about you which we are satisfied with and (if we have asked you for it) have received security cover and a direct-debit form from you;
- 2.3.6 are able to support the meter set up at your site through our existing billing systems;
- 2.3.7 are satisfied that you have met your responsibilities under condition 2.1; and
- 2.3.8 are registered as your supplier to each metering point.
- 2.4 As long as condition 2.3 is met (and unless the circumstances

described in conditions 2.5 or 2.6 apply), we will become registered as your supplier by the transfer date, which will be within 21 days of the day following the agreement date.

- 2.5 We will become registered as your supplier by the transfer date unless:
- having taken all reasonable steps to get any missing information from you, you have not provided that information and we cannot easily get it from anyone else;
 - you ask that the transfer takes place over a longer period of time than 21 days for example we have agreed a future start date with you;
 - your distributor is an exemption holder (who does not have to hold a distribution licence) and you or your distributor need a physical connection to be made and this has not yet been made, or you need to enter into a metering arrangement and this is not yet in place;
 - this is not possible due to reasons outside our control and we have taken all reasonable steps to solve this; or
 - your existing supplier objects to us becoming your registered supplier for a reason allowed under its licence (or in the case of a supplier who does not have to hold a supply licence because it has a legal right to do so).
- 2.6 If we are not able to register as your supplier for any of the reasons set out in condition 2.5, we will try to become registered as soon as reasonably possible and within 21 days of the date that the last reason for the delay or failure to register no longer applies.
- 2.7 We will not charge you our costs of applying for registration.
- ### 3 Registering as your supplier
- 3.1 You confirm that, on the date of your contract, you have no contract, obligation or arrangement which prevents you from entering into your contract with us or which will prevent or delay us from becoming registered as your supplier by the proposed supply start date. This includes any outstanding debt or disputes with your current supplier.
- 3.2 You must not enter into a new contract, or try to renew or extend any existing contract (whether or not you do this in writing) with any other energy supplier to supply energy to a site for any part of the contract period.
- 3.3 You must do all you reasonably can to help us to become registered as your supplier including (if we ask you to) contacting your current supplier to arrange for them to lift their objection to the transfer.
- 3.4 You agree to pay us a cancellation fee and a termination fee, calculated as described in condition 8.6, if we have done all we reasonably can to become registered as your supplier, but we are not able to do so by the proposed supply start date and this is caused by:
- any reason set out in conditions 3.1, 3.2 or 3.3; or
 - you (or your representative or agent) telling us the wrong date on which you are able to start receiving a supply from us and we have treated this as the proposed supply start date.
- 3.5 We will not be liable to you for any loss which you suffer as a result of any delay or failure in us registering as your supplier unless we alone are responsible for the failure or delay (as long as conditions 2.3.1 to 2.3.7 are met) and conditions 2.5, 2.6 and 11.7 do not apply. In these circumstances the most we will pay to cover your costs and losses is:
- the difference between the charges you have to pay as a result of us not registering as your supplier by the supply start date and the charges you would have paid to us under your contract if we had registered as your supplier by the supply start date; or
 - £1,000;
- whichever is lower.
- You must provide proof of the charges you have paid to your existing supplier before we will consider your claim for losses.
- 3.6 The charges we agree with you are based on the assumption that we will become registered as your supplier by the proposed supply start date. You also agree that if we are not able to register as your supplier by the supply start date and this is caused by something you have or have not done (including a delay caused by any reason set out in condition 2.5) you will cover any costs and losses we have as a result of the delay. If this happens, we will decide whether to issue you with a separate bill (which you must pay immediately) or adjust the charges you must pay during the contract period.
- 3.7 Once we are registered as your supplier, we may prevent you from trying to take energy from another supplier at any site covered by your contract if:

- changing (or trying to change) supplier would break any of the conditions of your contract;
 - you have not paid all the charges due under your contract even if your contract has ended;
 - the new supplier agrees with us that the application for transferring the supply from us to them was started in error; or
 - in the case of electricity only, the transfer does not include transferring at the same time all related metering points that need to be transferred together.
- 3.8 If you want to transfer to a new supplier and we have no reason to object to the transfer under condition 3.7, we will take reasonable steps to help you with the transfer.

4 When the contract begins and how it can be renewed

- 4.1 Your contract will start on the date we accept your contract offer (the agreement date) and will continue for at least the fixed period you have agreed to receive electricity or gas (or both) from us. We will write to you to confirm both the agreement date and the contract period.
- 4.2 If either of us wants to end the contract, you or we can do so once we have become your registered supplier by sending 30 days' written notice to the other in line with condition 17.4. For fixed-term contracts, notice must be received at least 30 days before the contract end date. For variable-term contracts, notice may be sent at any time. We will write to you to confirm the date from which the notice period is accepted and the contract end date.
- 4.3 The email address you must send the notice to is business.terminations@npower.com. Or you can post it to Business Terminations Team, npower, 2 Princes Way, Solihull B91 3ES. You must include your account number and MPAN or MPRN (or both) in your notice to end the contract. You cannot give us notice to end the contract by phone.
- 4.4 If you have a fixed-term contract we will send you a statement of renewal terms 60 days before the fixed-term end date. We will describe how you can end the contract and outline what contract options and prices are available to you.
- 4.5 If you or we decide to end your contract by giving valid notice, but your new supplier has not started to supply energy to you when your contract ends (or you have not entered into a new contract for an energy supply with us by this date), we will continue to supply you under these conditions but our out-of-contract prices will apply (and you will not be a deemed customer). We will charge you at these out-of-contract prices until another supplier becomes your registered supplier or you enter into another contract with us to supply energy to the site. Our out-of-contract prices may change and we will tell you if they do.

5 While we are supplying you

- 5.1 You must pay for all energy we supply at a site as set out in condition 6.
- 5.2 You must do all you reasonably can to gain and maintain connection throughout your contract.
- 5.3 You agree that by entering into your contract (if your contract is for the supply of electricity) you are also entering into the National Terms of Connection with the electricity distributor (see condition 18). You understand that you are responsible for agreeing your profile class and capacity charges with the electricity distributor.
- 5.4 You confirm that the information you or your representative or agent gave to us when we calculated our quotation for supplying you with energy was correct and that there is no important information which you have failed to give us. You acknowledge that we relied on this information when we agreed to provide you with energy under your contract. If this information is not correct (including information about the meter, how much electricity or gas you estimate you will use in a year, your profile class or capacity charges) we may alter our charges to take account of this.
- 5.5 If you, your representative or agent or anyone else (including your distributor) gives us incorrect information about the meter, how much electricity or gas you are expected to use in a year, your profile class or capacity charges, we will not have any liability to you for this information, or for any costs or losses resulting from this information being incorrect.
- 5.6 We will carry out our responsibilities under your contract with reasonable skill and care.
- 5.7 If you are an organisation (including a partnership or joint venture) that is run by more than one person, each person will be responsible (both together and individually) for keeping to your contract.
- 5.8 If we supply your linked companies with energy under your contract, you will be liable for everything your linked companies do or do not do. You must make sure your linked companies are aware of these conditions.
- 5.9 If we agree with you to send bills direct to your linked companies for each site we supply under your contract, we will only do this if you:
- keep to condition 5.8;

- make sure your linked companies pay us in full and on time in line with the terms of our contract;
- agree to pay any bill immediately when we ask you to if your linked companies do not pay or are late paying; and
- understand that if your linked companies do not pay a bill or do not pay on time, you will have broken the terms of your contract and we will be entitled to end your contract or start action to de-energise all sites we supply under your contract.

- 5.10 If you want to appoint a representative or agent to act on your behalf regarding any matters relating to your contract, you must send us a letter (known as a letter of authority) on your company stationery. You must sign the letter and it must confirm that you want the representative or agent to act on your behalf, how long you want them to act on your behalf for, what matters you want them to deal with for you and their contact details. Until we receive this letter of authority from you, we cannot deal with your representative or agent.
- 5.11 If the letter of authority you provide does not meet all of the conditions set out above, or if we are concerned that it may not be genuine, we will contact you. We may refuse to deal with your agent or representative until you have confirmed that the letter is genuine.
- 5.12 If, at any time, we have any concerns with the way your representative or agent is managing your account, we will contact you.
- 5.13 You must tell us in writing if you would like us to stop dealing with your representative or agent, or if you want us to deal with a different representative or agent (by providing us with a new letter of authority in line with condition 5.10).
- 5.14 It is your responsibility to make sure you fully understand the legal contract under which your agent or representative is providing services to you (including any fees or commission you must pay them) and the rights they have.
- 5.15 You will be liable to us for everything your agent or representative does or does not do (including if they fail to make a payment by the due date).

6 Charges and payment terms

- 6.1 If your contract does not have a fixed period or fixed price we will write to you, giving you at least 30 days' notice, to let you know of any changes to your charges.
- 6.2 We will send you a bill for the charges (whether estimated or actual) due under your contract either monthly or quarterly (we will decide which) and, unless we have agreed a different timescale with you in writing, you must pay each bill within 14 days of the date of the bill (the 'due date').
- 6.3 You must pay all bills in full in pounds sterling (£) by the payment method agreed with us. You may have to pay an extra charge if you do not pay by direct debit.
- 6.4 If you choose to pay by direct debit (whether the amount you pay each month is fixed or varies), you must make sure there is enough money in your account to cover the payment. If you cancel your direct-debit arrangement with us before the contract comes to an end, you will have broken the terms of your contract.
- 6.5 If you choose to pay by direct debit but fail to pay by this method, we may add a charge to your bill (we will do this as well as using any other rights we have under your contract to claim the money you owe).
- 6.6 If you ask us for copies of any bills or statements of account, we may add an extra charge to your bill to cover our administrative costs. If you dispute any amount on a bill or statement of account, you must still pay the bill in full.
- 6.7 If the amount you must pay for each unit of electricity varies depending on the time of day, your electricity distributor will give us the times we need to work out our charges.
- 6.8 If you or we do not pay any amounts due under your contract by the due date, either you or we (whichever applies) can charge the other interest on those amounts from the date they became overdue for payment. Interest will build up from day to day at 6% above the current base lending rate of the Bank of England, until either you or we pay to the other the amounts that are due. We will not pay you interest on any cash you provide as security cover.
- 6.9 If you have agreed to pay by fixed direct debit and you have chosen to end your contract as set out in condition 4.2, we will:
- adjust your remaining direct debit to an amount which takes account of any debt on your account and all charges we reasonably estimate you owe up to and including the date the contract is due to end; and
 - review your account once you have transferred to your new supplier and take any money you owe us from any cash we hold as security cover, or send you a separate closing bill which you must pay within 14 days of the bill date.
- 6.10 We may sometimes send you estimated bills for charges due under your contract, and we may base the estimates on:
- your past meter readings or standard industry estimates;

- information or meter readings other organisations, such as the meter operator or meter aggregator, take;
- meter readings you have given us; or
- meter readings we get from your meter without visiting your property.

If an estimated bill we send you is not accurate, we will try to make any appropriate adjustments in the first bill we send you after we have taken an actual reading or we know the correct figures for the amount of energy you have used.

- 6.11 Any money you owe to us or our linked companies for a supply of energy for any period before the supply start date of your contract will be treated as owing to us under your contract.
- 6.12 We may buy electricity from renewable sources or good-quality CHP. If we decide to do this, we will not charge you the climate change levy on the relevant part of your supply, but you will have to pay a renewable charge. We will write to you to confirm the percentage of electricity we will buy in this way and tell you the renewable charge that applies.
- 6.13 If we buy electricity from a good-quality CHP source (as described in condition 6.12), for the purposes of the Finance Act 2000 Schedule 6 paragraph 20A(3) we will have made the following declaration: "In each averaging period (as defined in the Finance Act 2000) the amount of electricity supplied by exempt Good Quality CHP supplies (as defined in the Finance Act 2000) made by the supplier in the relevant averaging period will not exceed the difference between (a) the total amount of Good Quality CHP electricity that during that averaging period is either acquired or generated by the supplier; and (b) so much of that total amount as is allocated by the supplier otherwise than to exempt Good Quality CHP supplies made by him in that averaging period."
- 6.14 If we buy electricity from renewable sources (as described in condition 6.12), for the purposes of the Finance Act 2000 Schedule 6 paragraph 19(2) we will have made the following declaration: "In each averaging period (as defined in the Finance Act 2000) the amount of electricity supplied by exempt renewable supplies (as defined in the Finance Act 2000) made by the supplier in the relevant averaging period will not exceed the difference between (a) the total amount of renewable sources electricity that during that averaging period is either acquired or generated by the supplier; and (b) so much of that total amount as is allocated by the supplier otherwise than to exempt renewable supplies made by him in that averaging period."
- 6.15 Unless we tell you otherwise, the prices we give you do not include VAT, the climate change levy, green deal charges or any other tax, charge, fee, levy or duty that applies. If these apply, we will add these to your prices and they will form part of the charges you must pay.
- 6.16 We may change the charges or introduce a new charge at any time which you will have to pay if any of the following applies.
- There are any changes to relevant laws or any new tax, charge, levy, fee or duty related to the supply is introduced, which affects our costs of providing the supply to you (for example, if we must restrict the supply of energy under any fuel security or emergency code, or if there are any changes to the law which affect the costs of supplying energy for the energy industry).
 - There is any legal or regulatory change (including any change to an industry agreement) which puts a new obligation on us, or increases an existing obligation on us (for example, an obligation on us to increase how much electricity we buy from renewable sources or other changes that cause our renewable costs to increase, or a new tax, fee, levy or duty is introduced which all energy suppliers must pay).
 - Any charges, costs, expenses or obligations are introduced as a result of Electricity Market Reform (or any existing charge, cost, expense or obligation is varied or replaced) if suppliers throughout the industry have to pay a charge, cost or expense, or will have an obligation, (or there is a change to any of these) in relation to supplying energy. This applies whether or not the charge, cost, expense or obligation could reasonably have been expected.
 - There are any changes in our obligations, costs or charges we owe to other organisations in relation to the supply, or if other organisations introduce new charges (for example, if there is a change in distributor costs or the method your distributor uses to calculate the charges for using their network).
 - We become aware of a mistake in the charges we have quoted to you, or we are given any inaccurate information about the meter, the estimate how much gas or electricity you will use in a year or your profile class.
- 6.17 If we receive a payment from a distributor or other organisation relating to a loss you have suffered, we will pay you that amount as soon as reasonably possible.
- 6.18 We may use any money we owe you to reduce the amount of any

money you owe us under your contract or any other agreement between us.

7 Security cover and changes to your payment arrangements

- 7.1 We may ask you to provide security cover. If we do, we will explain the procedure when we contact you. We may ask you for security cover at the start of the contract or later if we have any concerns about your ability to pay (including if there is a change to your financial circumstances as described in condition 7.3).
- 7.2 You must provide security cover in the form we ask for. If you provide cash, we will return this to you if you transfer to a new supplier and ask us for the security cover in writing. Before returning the cash to you, we will take from it any amounts you owe us.
- 7.3 If, in our reasonable opinion, there has been a significant negative change in your financial circumstances (including if you start to miss payments or your credit rating score reduces), we may ask you to provide, increase or replace any security cover by an amount or in the form which we accept. If you do not do this within 10 days, you will have broken the terms of your contract and condition 8.4 will apply.
- 7.4 As well as asking you to provide or increase the security cover under condition 7.3 (or, if we decide, instead of asking for security cover), we may make the following changes to your payment arrangements with us.
- Ask you to pay each bill in advance (for the coming billing period).
 - Send you a bill every month instead of every quarter and say you must pay within 14 days from the date of each bill.
 - Ask you to pay all future bills by direct debit, if you do not already pay in this way. We may ask you to pay quarterly or monthly, and the amount you must pay may be fixed or may vary, depending on the circumstances.
 - If you already pay by direct debit, ask you to pay every month instead of every quarter and either change your fixed direct debit to a variable direct debit or increase the amount of your fixed direct debit to make sure you pay back any money you owe us within a reasonable period of time.

We will write to you to confirm any changes to your payment arrangements. Any changes we make under this condition 7.4 will become effective immediately. If you fail to keep to any new payment arrangements we tell you about, you will have broken the terms of your contract.

8 Ending the contract

- 8.1 Other than as described in conditions 4, 8 or 15, you may not end your contract (or where we supply several sites with energy under your contract, end your contract for any individual site) before the end of the fixed contract period or the end of the notice period needed to end the contract set out in condition 4.2.
- 8.2 If you must intend to stop trading at any site or plan to leave a site you must give us 30 days' written notice:
- telling us the date you plan to stop trading at the site or the date you will move out;
 - providing us with your new address and contact details;
 - providing us with the name and contact details of the new owner or occupier (or if the site will be empty, the landlord's contact details); and
 - telling us if you want us to de-energise the site (for which you will need to pay a fee).
- To avoid doubt, you will continue to be responsible for paying all charges that relate to the site under your contract until the landlord or new owner or occupier takes over responsibility for the supply or until we de-energise the site.
- 8.3 Your contract will automatically come to an end if:
- we no longer hold or have permission under a licence to supply you with energy, including where the authority instructs another supplier to take over the supply to sites under your contract; or
 - we no longer have in place any industry agreement that is necessary to allow us to supply energy to you or any of the sites.
- 8.4 You or we may end your contract by giving written notice to the other and this notice will apply immediately if the other person:
- has broken the terms of your contract (including by breaking condition 2.1) and, if the problem could be put right, they have failed to put it right to the reasonable satisfaction of the other person within 14 days of being asked to do so (this includes you failing to pay any bill in full by the due date);
 - stops carrying on business or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - makes or proposes any arrangement with or for the benefit of its creditors (including any voluntary arrangement);
 - has a supervisor, receiver, administrator, administrative receiver or any other person or organisation take possession

of or be appointed over the whole or any part of its assets, or any distress, execution or other process is charged or enforced upon all or part of its assets; or

- has any bankruptcy order made against it or action is taken to start an administration order or wind up or break up the company (other than for the purpose of reorganisation which the other person has approved).

8.5 After your contract ends, you must pay us for:

- energy you used before the contract ended based on our agreed contract prices; and
- energy you use after the contract ends based on our out-of-contract prices.

All other conditions of your contract will apply until the site is registered to another supplier. Even after the site is registered with another supplier, we will continue to be entitled to claim any amounts you owe us for energy you have used or losses or costs we face while your contract applied.

8.6 If you have a fixed-term contract we may charge you a termination fee to cover any costs, expenses or losses we face if your contract comes to an end early because you have failed to carry out any of your responsibilities set out in these conditions (including circumstances where you must pay a cancellation fee under condition 3.4 or if you stop trading or move out of a site under condition 8.2). The termination fee will also include the costs of de-energising the site, and any other costs we face, including the difference between the charges for any energy we would have supplied to you and the price we could get for that energy on the wholesale markets.

9 De-energising a site

9.1 We may de-energise your site if:

- you ask us to in writing, as long as you pay the relevant fee (if any) and any other charges due to us;
- this is necessary for safety reasons or for the security of the distributor's networks, or to meet the requirements of any law, regulation, or industry agreement;
- you break any of your responsibilities under your contract;
- you break condition 2.1;
- we have ended the contract under conditions 8.1 or 8.3; or
- the site has been substantially redeveloped.

9.2 We do not have to re-energise your site until you have:

- asked us in writing to do so;
- paid our costs and charges for de-energising your site;
- paid our costs and charges for re-energising your site;
- put right any problem to our reasonable satisfaction if you have broken the terms of your contract, including paying any outstanding debt on your account;
- provided any security cover we may ask you for; and
- given us any information we reasonably ask for about any change in the owner or occupier of the site for example by providing suitable proof (including copies of any relevant tenancy agreements, business records, letters or emails) to reasonably satisfy us that the circumstances relating to any change in the owner or occupier of the site are genuine and do not involve any attempt to avoid paying overdue charges.

9.3 You must cover all costs and losses we face in chasing payment of any charges you owe us under your contract. This includes the cost of visiting your site before de-energising or re-energising it, and fees involved in getting a warrant to enter your site to de-energise it. You must pay these charges within 14 days of our bill.

9.4 Only the distributor or the transporter or shipper of gas may disconnect or reconnect the metering point (by physically doing so), and may do this if:

- you ask them to;
- they have the right to or have to do this under an industry agreement or by law; or
- we ask them to.

There may be charges or fees associated with disconnecting or reconnecting the metering point, which you must pay straight to the distributor or transporter.

9.5 You may ask us to re-energise your site as an emergency case, and we will try do this as soon as reasonably possible. Our charges in these circumstances will be higher.

9.6 We will not be liable to you for any loss you may suffer as a result of any delay in re-energising your site.

9.7 If there is a gas pipeline system emergency (as defined in our gas licence), or if we must do so by law, or to protect the safety of people or property, or if there is an actual or suspected escape of gas, we may de-energise, stop or restrict the gas supply to your site. You must stop using gas immediately if we or another authorised organisation (including the relevant transporter of gas to your metering point) tell you to.

10 Liability

10.1 If we fail to carry out our responsibilities under your contract, we

will only be liable to you if this directly results in physical damage to your site. The maximum amount of compensation we will have to pay for such damage is £50,000 for each event (or series of connected events) in any 12-month period.

10.2 Except in the case of conditions 8.6 and 10.4, or where you must pay us our costs or losses under your contract or where we must pay you an amount under condition 3.5, neither you nor we will have to compensate the other for:

- any loss of profits, damage to reputation or goodwill or loss of expected future business;
- any compensation you or we have to pay to any other organisation; or
- any other loss which you or we would not reasonably expect to result from breaking the terms of this contract in a particular way (such as losses resulting from any information stored electronically or computer software being corrupted or damaged).

10.3 If your or our negligence causes death or personal injury, you or we (whichever applies) must pay the other all costs and losses suffered as a result.

10.4 You must cover us for all costs and losses we suffer as a result of you, your employees, partners, representatives or agents failing to keep to the terms of your contract or any law, regulation or agreement (including any industry agreement) about the connection or using the supply (including any conditions relating to supplying energy to others), or failing to use our or your equipment in line with all relevant laws and regulations.

10.5 The rights and remedies set out in your contract are the only ones available to you and us, and you and we agree that you and we have no other rights and remedies by law.

10.6 Neither you nor we will be liable to the other for any failure or delay in carrying out any responsibilities under your contract which is caused by circumstances beyond your or our reasonable control, such as floods or storm damage, terrorist activity, armed conflict or explosion. (This does not include a lack of funds or the consequences of an economic downturn.)

11 Measuring the energy you use

11.1 We will use the meter (including taking into account how the meter is set up) and standard industry methods to measure how much energy you use. We will use the meter reading as evidence of how much energy you have used so we can calculate your bill, unless we find that the meter is giving inaccurate readings to a level higher than that allowed under the relevant regulations. In line with paragraph 2 of schedule 7 to the Electricity Act, we agree with you that the meter for electricity does not need to be certified by a meter examiner.

11.2 You are responsible for your equipment. You must maintain it in good working order at all times. You will be responsible for any damage to your equipment and our equipment due to overloading (unless the damage is caused directly by us).

11.3 If you fail to maintain the meter in good order, we may de-energise the relevant metering point until you have replaced the meter or had it repaired (you must pay any cost involved).

11.4 If you want to nominate someone to act as your metering agent (electricity only) under your contract (to carry out the responsibilities of the meter operator or data collector), you must do so when you enter into your contract with us by giving us details in writing. Unless you have our written permission, you cannot nominate more than one person to act as your metering agent at any time.

11.5 We will only agree to appoint the person you have nominated as metering agent if:

- the metering agent is accredited under the Balancing and Settlement Code to act as a metering agent;
- the metering agent confirms to us in writing before the supply start date that they agree to our terms of appointment;
- you and your metering agent have in place, and maintain, a contract setting out your and their responsibilities; and
- you are responsible for paying all your metering agent's costs and charges.

11.6 You are fully responsible for your metering agent's actions and you must cover any costs or losses we face if something your metering agent does or does not do causes you to break any of these conditions.

11.7 If nominating a metering agent as described in condition 11.4 causes a delay to the supply start date and we face any extra costs or losses as a result, you must pay those extra costs or losses when we ask.

11.8 You must make sure that any metering agent we appoint on your behalf as described in condition 11.5 will:

- promptly give us all information we reasonably ask for to maintain the supply and so that we can calculate the charges;
- give us any meter information we ask for, in the format, by the method and to the timescales we tell you;
- inspect each meter (at least once in every two-year period for

electricity meters starting from the supply start date of your contract and at least every two years from the last inspection for gas meters) and give us a written report of each inspection; and

- keep to all laws and regulations including Balancing and Settlement Code and industry agreements.

You must pay us for any costs or losses we face as a result of you or your metering agent failing to keep to condition 11.8.

- 11.9 You cannot change your metering agent without our written permission.
- 11.10 You must tell us immediately if you or your metering agent fails to keep to any of the conditions of the contract between you and your metering agent and when the contract ends. If you do not maintain a contract of appointment with your agent as required under condition 11.5 or you or your metering agent have failed to keep to condition 11.8, we may appoint a different metering agent (who we will choose) at your cost.
- 11.11 You (and your metering agent where this applies) must at all times use the energy in a safe way and must not interfere with the meter, metering point or supplies on the distributor's side of any metering point.
- 11.12 You (and your metering agent where this applies) must not use a compressor or any other apparatus that might threaten the security of a distributor's network.
- 11.13 If the amount of energy you use at any site is higher than the industry requirements for your profile class or the amount of energy your metering point is registered to receive, you must pay for any necessary upgrade to the meter or the connection to the distributor's network.
- 11.14 We may sometimes ask you to read the meter and give us the meter reading. If you do not do this when we ask, we may charge you for coming to the site to read the meter ourselves. If we make an appointment with you to read or inspect a meter but you do not keep the appointment, you must pay us a charge known as a 'missed visit charge'.
- 11.15 We may increase our charges if you do not keep to conditions 2.1 or 11.4 and we provide the energy to you.
- 11.16 We do not guarantee the accuracy of any information we give you, and we are not liable for any inaccurate information.
- 11.17 We may decide to install an AMR meter so that we can collect your meter readings without visiting your property.

12 Access

- 12.1 If we give you reasonable notice, you must make sure that we, our metering agents and anyone working on our behalf have access to install, test, inspect, repair, replace, remove or check the accuracy of any meter during normal business hours. You must pay any costs involved in providing access including any extra cost we face because the meter is not easy to access.
- 12.2 You authorise us, our metering agents, anyone acting on our behalf and the distributors (including any transporter or shipper of gas involved in the distribution network) to enter each site at all reasonable times, after giving you written notice, to de-energise your supply.
- 12.3 You must make sure that you, your partners, your employees, your representatives and your agents do not do anything which might prevent or make it difficult for us, our metering agents, anyone acting on our behalf or the distributors (including any transporter or shipper of gas involved in the distribution network) from entering the site.
- 12.4 At each site you must provide, free of charge, power, water, drainage or protection equipment that we, our metering agents, anyone acting on our behalf or the distributors (including any transporter or shipper of gas involved in the distribution network) may reasonably need.
- 12.5 If you would like a meter examiner to examine a meter to confirm that it is accurately recording how much energy we are supplying, you can ask us to arrange this for you, but you must pay a meter examination fee. We will only refund the meter examination fee if the meter examiner finds that the meter is not recording accurately (within limits set by law). If the meter is not recording accurately, we will replace it and adjust your future bills to cover any underpayment or overpayment that resulted from the inaccurate meter readings.

13 Safety

- 13.1 The electricity we supply may vary in voltage as allowed by the Electricity Supply Regulations 1988. You accept that we cannot guarantee a continuous supply of electricity. If you need a continuous supply, you must arrange an emergency or standby supply.
- 13.2 You must immediately report any gas leak to the National Gas Emergency Service. The number to call is 0800 111 999 unless you have been told otherwise.
- 13.3 Emergency electricity and gas services will be provided by us or on our behalf. If we ask you to, you must pay us any call-out charges we have to pay to a distributor or our metering agents, including

those relating to stopping a gas leak or providing other emergency services on your equipment.

- 13.4 If you start to use more gas and this means you become a customer with a large gas supply, you must keep to conditions 2.1.8 and 2.1.9.

14 Unmetered electricity supplies

- 14.1 Condition 14 applies only if we supply your electricity through an exit point without a meter.
- 14.2 As well as condition 2.1, our responsibility to supply you with energy depends on you (or your meter administrator) preparing, maintaining and sending us an inventory, details of how much electricity you estimate you will use in a year and an MPAN for each exit point.
- 14.3 You must give us as much notice as possible of any changes in your requirements, including how much electricity you estimate you will use in a year and the way you use the energy we supply. You do not need to tell us about seasonal variations, but you must, for example, tell us about situations such as outages where you do not use any electricity because of an interruption or suspension in the supply (whether planned or unplanned) at your site.
- 14.4 If the amount of electricity you use is significantly different from the estimate you, your representative, your agent or your meter administrator gave us, you must cover our costs or losses relating to this.
- 14.5 As well as the inventory, you (or your meter administrator) must give us information about the number and location of the items listed on the inventory, and the type and wattage of each item, the type of control gear installed, any power-reduction mechanism (dimming), the type of switching control (for example time switch) and the switching regime codes as identified in the Balancing and Settlement Code.
- 14.6 You (or your meter administrator) must tell us as soon as possible, and in all cases within one month, about any changes to the inventory, how much electricity you estimate you will use in a year, the MPAN or any of the information described in condition 14.5.
- 14.7 You must cover our related costs and losses if you do not keep to conditions 14.2, 14.5 or 14.6.
- 14.8 In condition 11, the term meter operator includes meter administrator, data collector or data aggregator as appropriate.
- 14.9 If we are not satisfied with the way in which the meter administrator is carrying out their duties and this does not improve within three months of us telling you about this in writing, you will have broken the terms of your contract.
- 14.10 As well as your responsibility to tell us under condition 8.3, before you leave or sell a site, you must tell your meter administrator and your electricity distributor in writing the date that you will leave or sell the site.

15 Deemed customers

- 15.1 Condition 15 applies only to deemed customers.
- 15.2 Conditions 2.1, 2.3, 2.4 and 8.6 do not apply to deemed customers.
- 15.3 You can end your contract at any time. It would be helpful if you could give us 30 days' notice by emailing us at business.terminations@npower.com or by writing to the Business Terminations Team, npower, 2 Princes Way, Solihull B91 3ES, but you do not have to do this.
- 15.4 The other conditions of your contract will continue to apply (as long as they do not conflict with this condition 15) until you either receive energy from us under a formal contract or transfer to another supplier by entering into a contract with them.
- 15.5 We will calculate and apply charges from either the date of the last meter reading we receive from the meter operator, or the date of our estimated meter reading (unless we agree otherwise with you).
- 15.6 We will tell you about any changes to our charges for deemed customers.

16 Data protection

- 16.1 We respect your right to privacy and will use the information you give us, or which we legally receive from someone else (including the Land Registry, a local authority, 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, to set up and manage your energy account with us.
- 16.2 We (or others acting on our behalf) may collect, store and use the following information about you.
- 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
- 16.3 We may share it with all relevant industry organisations based on

agreed industry processes. We may use it and share it with any of our linked companies or other people or organisations acting on our behalf to:

- help us identify you so we know who we are talking to;
- supply you with energy, measure your gas or electricity use (or both) and to work out your bills;
- set up and otherwise manage your account, including assessing your ability to pay and collecting any money you owe us (as explained in conditions 16.2 to 16.6 below) and improving our service to you;
- help prevent and detect debt, theft, fraud or loss (as explained in conditions 16.2 to 16.6 below) of gas or electricity (or both);
- assess risk, carry out marketing (unless you have asked us not to use it in this way) or market research, analyse statistics, test systems, improve the way that we run your accounts and analyse your account history; and
- train staff and monitor our services, which may mean that we record our conversations or correspondence with you to make sure we are giving you a good service and meeting our legal and regulatory obligations.

16.4 We (or anyone acting on our behalf) may do the following.

- Carry out searches with credit-reference, regulatory and fraud-prevention agencies for information about you, your business and any other people you are applying for an energy supply with to help us make decisions about your ability (and your business's ability) to pay for the goods and services we can offer you.
- Review information that credit-reference, regulatory and fraud-prevention agencies give us about you and your business while we are supplying energy to you (including to check the details you have given us, to help prevent and detect fraud, to assess your financial situation and your ability to continue to pay your energy bills, to manage your accounts or services, and to recover any money you owe us).
- Regularly send information about your account and how you manage it to credit-reference, regulatory and fraud-prevention agencies. They may record this information, and this may include sharing your account details including information about your payment history and any bills you have not paid or have not paid on time (which credit-reference agencies may record as a debt).

16.5 When a credit-reference agency receives a search from us (or someone acting on our behalf), they will record this on your credit file (whether or not we agree to provide you with energy).

16.6 Credit-reference, regulatory and fraud-prevention agencies may share information that we give them about you and your account with other organisations (including organisations and businesses such as other utility companies, telecommunications and financial services companies) and agencies so that they can carry out checks and deal with any debt you or your business may have. For up to six years after your account with us has been closed, credit-reference agencies may keep a record of any debt registered on your file (whether or not you settled that debt or we took action against you to recover the debt).

16.7 If you provide information about another person when you ask us to supply you with energy, you must have their permission to use their information in line with these conditions. You acknowledge on their behalf that any credit search we carry out may also be recorded on their credit file (whether or not we agree to supply you with energy). If you give us false or inaccurate information and we suspect fraud, we will pass your details to credit-reference, regulatory, fraud-prevention or law-enforcement agencies (such as the police and HM Revenue & Customs).

16.8 If you would like more information about the credit-reference agencies we use or to see our credit guide, please visit www.npower.com/smalluserscreditguide. Or, you can phone us on 0845 166 3360 and we will send you a copy.

16.9 We may pass information about you to our agents and service providers for the purposes set out in condition 16. This may involve passing your information outside of the European Economic Area (EEA) to countries that do not have the same data-protection standards as we have in the UK. If we, our linked companies or other organisations do this, we will make sure that the relevant legal protection is in place. If we are asked to, we may pass your information on for regulatory purposes to any competent authority or as part of a government data-sharing initiative.

16.10 If you have given us your mobile phone number or email address (or both), we may use the information to send you messages about our service or other similar information by text message or email. The aim is to help us manage your account. We will not use the information for marketing purposes unless you have agreed that we can. You must let us know if your mobile phone number or email address changes so that we can keep this information up to date.

16.11 Even if you have appointed an agent or representative to deal

with us on your behalf in line with condition 5.10, we may use your information to contact you direct about your account or your contract (which may include providing you with details of how to renew your contract or offers that are available to you, unless you have told us that you do not want to receive this information).

16.12 You are entitled to see the personal information that we hold about you at any time (this is known as a 'subject access request'). You may do this by calling us on 0845 166 3360, by emailing business.queries@npower.com or by writing to Business Data Protection SARs Team, npower, PO Box 583, Hull HU5 1YU. When we receive your request we will send you a form to fill in and you will have to pay a fee of £10. If you do not return the form or pay the £10 fee, we will not be able to deal with your request.

16.13 We may release your account details to any of our linked companies or other organisation we transfer our rights or responsibilities to under your contract as described in condition 17.3.

16.14 If we object to you transferring to a new supplier because you owe us money, we may tell the other supplier about the debt.

16.15 If we suspect that someone has committed fraud or stolen energy by interfering with the meter or the supply, we will record this information on your account and we may share it, for example, with Ofgem and other interested people such as your landlord, other energy suppliers, or any industry organisation set up to meet our obligations under our supply licence conditions to help reduce fraud and stolen energy. This may include recording sensitive personal information such as any criminal offences you have been accused of. We may use this information to help us make decisions about your payment arrangements and the products and services we offer you in the future.

17 General

17.1 We may sometimes change these conditions for reasons such as taking account of changes to any industry agreements, the Electricity Act 1989, the Gas Act 1986 (as appropriate) or any other law, regulation, standard, code or licence issued by a competent authority that applies. We do not have to get your permission before making any changes to these conditions under this condition 17.1, and these changes will apply from the date we tell you.

17.2 During the term of the contract and for one year after it ends, you and we must keep confidential the commercial and financial terms of the contract and any other information about the business of the other which is stated in writing as being confidential. This will not prevent you or us from giving information to your linked companies who we supply under your contract, your appointed agent or representative, or where we must do so under condition 16, by law or under the rules of any recognised stock exchange or competent authority.

17.3 We may subcontract or transfer any or all of our rights and responsibilities under your contract at any time without giving you notice. You must not transfer any of your rights or responsibilities under your contract without first getting our permission in writing.

17.4 All notices or other communications you send us under your contract must be delivered personally or by first-class post to the Correspondence Team, npower, PO Box 583, Hull HU5 1YU or by email to business.queries@npower.com. All notices or other communications we send to you will be delivered personally or by post to your billing address or to an email address you have provided.

- If we deliver a notice in person, we will consider you to have received it on the day we delivered it, or on the next business day if the delivery date was not a business day.
- If we send a notice by first-class post, we will consider you to have received it on the second business day after the day we posted it.
- If we send a notice by second-class post, we will consider you to have received it on the third business day after the day we posted it.
- If we send a notice by fax and we receive a valid report to say the fax has been sent, we will consider you to have received it on the day we sent it if we sent it before 5.30 pm on a business day. (If we sent the fax after 5.30 pm, we will consider you to have received it on the next business day.)
- If we send a notice by email, we will consider you to have received it on the day we sent it if we sent the email before 5.30 pm on a business day. (If we sent the email after 5.30 pm, we will consider you to have received it on the next business day.)

17.5 If you break any of the terms of your contract, we will have the right to take action against you. If we tell you in writing that we have decided not to take action against you, this does not mean that we will not take action if you break the same or any of the other terms of the contract in the future.

17.6 Only you and we can enforce any of the conditions of your contract and we both agree that the Contract (Rights of Third Parties) Act 1999 does not apply to your contract.

- 17.7 Your contract will be governed by English Law and any disputes will be dealt with in the English courts.
- 17.8 Any condition of your contract which is found to be illegal or cannot be enforced (either in full or in part) by any English court or under any act or rule of law, will no longer form part of your contract. This will not affect the rest of your contract.
- 17.9 Your contract is the entire agreement between you and us for supplying energy to you and (except in cases of fraud) replaces any other statement or representation you and we have made, unless we tell you otherwise in your contract.
- 17.10 We are a Mandatory FIT Licensee and will continue to be unless we tell you otherwise.

18 National Terms of Connection

Due to the nature of the information we have to provide, Plain English Campaign's Crystal Mark does not apply to the following text about the national terms of connection.

In the following paragraph the words, "your supplier" will be a reference to npower, and "network operator" will be references to the Distributor: 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 contract 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 0207 706 5137 or see the website at www.connectionterms.co.uk.

19 Green deal premises

- 19.1 If any site we supply under your contract is (or becomes) green deal premises, this condition 19 will also apply.
- 19.2 As the occupier of a site (or if a site is empty, the owner) you have a legal responsibility to pay the green deal charges for the site. The green deal charges are set by your green deal provider and not by us.
- 19.3 The green deal charges are attached to your site, which means you still have to pay them even if no energy is being used at the site (including if the site is empty, the site has been de-energised, the supply has been cut off or the site is disconnected).
- 19.4 As your supplier, we have a legal duty (under our supply licence, section 1(6) of the Energy Act 2011 and the green deal arrangements agreement) to collect green deal charges from you and pass these charges on to your green deal provider (acting as their agent and trustee). If you fall behind with your green deal charges, we must try to recover that debt in the same way as we try to recover any energy debt you may have.
- 19.5 We are responsible for sending you bills, and collecting green deal charges from you, for the period that we are registered as your supplier. If you were already a green deal bill payer before we became your registered supplier, we will continue to send you bills for your green deal charges from the date we become your registered supplier. Even if your contract ends, you will still have to pay any outstanding green deal charges owed for as long as you remain the bill payer for the site.
- 19.6 Your green deal charges will appear on your electricity account (even if the energy-efficiency improvements actually relate to your gas supply) and will be set out in the electricity bills we send to you under your contract. You must pay the green deal charges by the same method as you pay us for your electricity supply – you cannot choose to pay by a different method.
- 19.7 If we stop trying to recover any outstanding green deal charges you owe, your green deal provider has the right to take legal action to recover these from you direct.
- 19.8 If you only pay some of the charges we bill you for under your contract, we must allocate your payment equally between the charges due to us under your contract and your green deal charges. You cannot choose how the payment is allocated. We may also decide to use any money you pay us to pay off your oldest debt first.
- 19.9 If you pay us by fixed direct debit you can ask us to reduce your direct debit amount to take account of any energy savings you expect to achieve under your green deal plan, but you must ask us to do this within 30 days of the date your site first becomes registered as green deal premises. We can only adjust your electricity or gas direct debit (depending on which is affected by the energy savings) if we are your supplier for that electricity or gas account. If we agree to reduce your direct debit to take account of the expected energy savings but you do not achieve these savings, this may create a debt (or increase the debt) on your account. Also, if we agree to reduce your direct debit amount, this will not prevent us from reviewing or increasing your direct debit at a later date to

make sure that you are paying us enough to cover the cost of the amount of energy you are using at the site.

- 19.10 If there is a dispute between you and your green deal provider, or if you have paid your green deal provider in full before the end of your green deal plan so that it ends early, we will still continue to charge you for and collect the green deal charges until your green deal provider officially tells us to stop charging you. If you pay too much in relation to your green deal charges, your green deal provider is responsible for refunding these to you except where we have charged you the green deal charges in error.
- 19.11 As well as our rights under condition 3.7 (which also applies if you are a deemed customer), we may object to you transferring to another supplier if you owe any green deal charges (unless we are aware that you are already involved in a genuine dispute with your green deal provider about this debt).
- 19.12 We may increase or adjust any security cover you must pay under condition 7 of your contract to take account of your green deal charges.
- 19.13 We will use your information to help identify you to other people taking part in the green deal plans that relate to your site. Please see conditions 16 of your contract for other ways we will use your information in relation to your green deal plan.
- 19.14 When we receive notice from a green deal provider about a possible new green deal plan (regardless of whether you made the request or whether a landlord or owner of the property made the request), we will carry out some initial checks and we will tell the green deal provider whether there is money owing (over or under a certain debt limit which is currently set at £400) on the relevant customer account (we will not identify you by name), so they can assess your credit risk (whether you are likely to be able to pay the green deal charges).
- 19.15 We must help maintain the central charge database and keep it up to date. This means we will need to include your details in the central charge database as the occupier or owner of the site and the person (or people) responsible for paying the green deal charges. As your green deal plan progresses, we and your green deal provider will carry out various checks on the information about you, your green deal plan and your site that we will put on the central charge database. The information will include your meter number, your account number, your green deal plan identification number and so on.
- 19.16 Some or all of your information may be available to people and organisations who are entitled to have access to the central charge database, including the Secretary of State for Energy and Climate Change, the authority, industry bodies, other suppliers and green deal providers (and anyone they nominate to replace them).
- 19.17 We and the people and organisations who have access to your information through the central charge database should only use your information to in relation to your green deal plan, for monitoring purposes and to check that everyone involved is keeping to their legal and regulatory obligations and the Green Deal Arrangements Agreement, to analyse statistics, for research and for purposes allowed by law. We (and they) may pass your information to other people who we appoint as agents to act on our behalf in relation to green deal. Your green deal provider (or financier where relevant) will use your information in relation to the green deal plans if they are responsible for carrying out the energy-efficiency improvements or for paying for those improvements (or both). If you want more details about how your provider or financier (or anyone else they appoint) use your information, you should ask to see the relevant organisation's own fair processing notice.
- 19.18 We will use your information to process and collect your green deal charges. We may pass details of your green deal charge payments and any money you owe in relation to green deal charges to your green deal provider or financier (where relevant). These details may include how you make the payments and how we collect them (including any debt) and whether or not there is a dispute relating to your account.
- 19.19 If you want to find out the full company details of the green deal providers, green deal financiers and suppliers who may process your personal information in relation to any individual green deal plan, you can ask us for a list.
- 19.20 We are not liable or responsible for the work that the green deal provider has carried out for you or for any estimate of the possible energy-efficiency savings that your green deal improvements may achieve. If you have any questions about the energy-efficiency improvements carried out to your site, the amount of green deal charges you have to pay, any money you owe in relation to green deal charges, 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.
- 19.21 You can also get impartial help and advice from the Energy Savings Advice Service on 0300 123 1234 or from their website at www.gov.uk/greendeal.

20 Smart and AMR meters

- 20.1 If you agree to have a smart meter or an AMR meter installed, we or our agent will contact you to arrange a convenient appointment to carry out the work. If you do not let us (or our agent) into your property for the appointment we have agreed with you to install the smart meter or the AMR meter, we may charge you the costs of that visit, unless you give us at least 48 hours' notice that the agreed time is no longer convenient.
- 20.2 When we (or our agent) install a smart meter, we will follow the Smart Meter Installation Code of Practice. A copy of the code is available on our website at npower.com/smartmeters.
- 20.3 We (or our agent) will own the smart meter and any display unit that we (or they) may have provided free of charge. If you leave the site you must leave any display unit in the property unless it is a display unit that you have bought for your own use, in which case you may remove it from the site.
- 20.4 If you had a smart meter installed by your previous supplier, we will try to support all of its functions but if we are unable to we will treat it as a traditional credit meter until we tell you that we are able to read it without visiting your property and use its other smart functions.
- 20.5 If you had an AMR meter installed by your previous supplier, we will try to support its full function but if we are unable to we will treat it as a traditional credit meter until we tell you that we are able to use its full functions or that we will exchange it for a meter that we can support.
- 20.6 Once a smart meter is installed and the smart functions are available for us to use (which we will tell you about), we will be able to take meter readings, diagnose any technical problems, update your meter and monitor your energy use (as far as we are allowed to or you agree to), without visiting the site. We will use those readings to work out the bills that we send you. We can also, without visiting your site, disconnect your supply (but only if the circumstances set out in condition 9 apply).
- 20.7 Once we have installed an npower smart meter or an npower AMR meter, your bills will be based on the meter readings we take from your smart meter or AMR meter. In some circumstances we may still have to estimate some of your bills if your smart meter or AMR meter has failed or the communications to the smart meter or the AMR meter have failed (we may also need to send an agent to take meter readings if this applies). Our agent will still need to visit your site from time to time to inspect your smart meter or AMR meter in line with our legal and regulatory obligations (see condition 12 for details of the access needed to your meter).

Using energy information once an npower smart or AMR meter has been installed or the smart or AMR meter function is available

How we are allowed, by law, to use the information from the meter

- 20.8 Once we have invited you to have a smart meter or an AMR meter installed we will, from the date your meter is installed, use the information we receive from it in the same way we used the information we got from your old meter (see condition 16). This means taking meter readings (either by visiting your property or from our offices using the smart or AMR functions) for billing and regulatory purposes to manage your account efficiently, for example, to:
- produce your bills;
 - calculate any debts on your account;
 - provide energy information for industry purposes in line with regulations; and
 - predict more accurately energy demand from you and other customers.
- 20.9 We may also take daily meter readings when we need to, for example:
- to make sure your bills are accurate;
 - if we need to send you a bill after there are any changes to your account (for example, if you move site or change your energy product);
 - if we need to use the information to deal with a query or a complaint from you; or
 - if we think your smart meter or AMR meter has been damaged or is not working properly.

Daily meter readings will help us understand the meter's recent activity so that we can find the problem and put it right.

Smart meters - opting out

- 20.10 Unless you tell us you want to opt out (refuse), not only will we collect energy information from your smart meter every month as set out above, we will also collect information more frequently, including every half hour. We will use this information for the following extra 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 readings if there is a problem with your smart meter or we are unable to communicate with it.)
 - To help us predict 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 deal with any problems more easily.
 - To provide information and feedback about your energy use and how you could manage it better. (This won't include using your information for marketing purposes unless you've already agreed that we can.)
 - To compare your energy use with other customers' use so we can develop tailored products and services for you. (This won't include using your information for marketing purposes unless you have agreed that we can.)
- If you would prefer us not to collect this level of energy information every day, you would like to discuss your options for giving us permission to collect different levels of information, or change how often we use your energy information, 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).
- 20.11 You can change your mind about how you will allow us to use your information whenever you like but, by law, we are allowed to use your energy information in the ways set out above. Any changes will take effect at around midnight on the day that you contact us about the change as that is the time when the system is set to update your smart meter and download the energy information.

Extra permission for smart meters

- 20.12 If you have a smart meter fitted, it is your responsibility to tell us if you leave the site. It is essential that you tell us before you leave so that we can make sure that your energy information will not be available to the new occupier on any display unit at the site. If you do not let us know you are leaving, we may not be able to prevent your energy information from being available to the new owner or occupier of the site.
- 20.13 We are able to give you access to information about your past energy use as long as it is available from your smart meter. Smart meters are only able to store a limited amount of information so if you, for example, change your level of permission to allow us to collect information more often than once a month, we will only be able to provide you with information at that new level of use if the information is still available from your smart meter.
- 20.14 It will not be possible to remove your energy information from the systems once we have collected it. If you ask us to we will stop processing certain information, unless we have a legal or regulatory right to continue to use the information to deal with your account.
- 20.15 If you are a landlord and you are responsible for the supply of gas or electricity (or both) to the site, you are confirming that your tenants have given permission for us to provide you with the level of energy use that applies to your account. We may ask you to provide a copy of the permission before allowing you access to anything other than the monthly energy use.
- 20.16 If your property has related meters, the level of permission you agree to will be the level of permission that will apply to all the meters on your site.
- 20.17 If you also have an export meter, and your energy is exported to us, any level of permission you have set for your import (supply) meter will also apply to your export meter.

Glossary

In this document, the following words and phrases have the meanings set out below.

agreement date	The date that we confirm to you as the date we accept your contract.
AMR meters	Metering equipment used to get automated readings.
authority	The Gas and Electricity Markets Authority as created under section 1 of the Utilities Act 2000, or any organisation that replaces it.
BSC	The Balancing and Settlement Code which the Secretary of State sets for electricity.
cancellation fee	The amount you will have to pay us if we cancel your contract because of something you have or have not done as described under condition 3.4. This is currently £250 per meter, but this may change.
capacity charge	Charges your electricity distributor charges for the maximum amount of electricity they agree to make available at the metering point in either kilowatts (kW) or kilovoltamperes (kVA).
capacity payment	A payment to a capacity provider for the energy they have generated.
capacity provider	A person who generates energy.
central charge database	Means a database which holds details of all green deal plans, green deal charges, green deal providers (and anyone they nominate to replace them), and green deal bill payers used to set up green deal arrangements.
charges	All charges you must pay in connection with receiving energy under your contract, including unit charges, standing charges (where these apply), capacity charges (where these apply), charges made by other organisations, such as meter operator charges (including charges other organisations pass on to us such as reactive power charges), security cover where this is provided in cash, value added tax (VAT), the climate change levy and any other tax, charge, fee, levy or duty which we may pass on to you. These charges may be adjusted or reviewed in the future.
climate change levy	A charge set under the Finance Act 2000 and any related regulations.
competent authority	Any court in the UK, the authority, any local, national or international regulator, inspectorate, minister, ministry or public official of the UK or the European Union.
conditions	These terms and conditions or the relevant condition (as appropriate).
contract	The agreement between you and us for supplying you with energy at the metering point. The contract includes these conditions.
contract period	The fixed period you ask us to supply energy for, starting on the contract start date which we will confirm to you, or the time during which you are registered to us as a variable customer.
contract start date	The date on which we accept your offer to enter into a contract with us for the supply of gas or electricity (or both).
contract for difference (CfD)	A contract to buy energy in the future for an agreed price.
customer with a large gas supply	Customers who use (or are likely to use) more than 732,000 kWh of gas for each site each year.
data aggregator	A person authorised under the BSC to check meter readings and look for mistakes in meter readings they receive from the data collector.
data collector	A person authorised under the BSC to collect, process and check meter readings and pass this information to the data aggregator.
de-energise	Ending the electricity or gas supply, for example by removing the fuse and the meter or by capping the supply.
deemed customer	The owner or occupier of a site which we supply energy to other than under a formal contract as described in paragraph 8 of Schedule 2B of the Gas Act 1986 or paragraph 3 of Schedule 6 of the Electricity Act 1989. For example, you will be a deemed customer if you recently moved into a property that we supply energy to and you have not agreed a formal contract with us.
disconnect	Ending the gas or electricity supply by cutting off your site's connection to the distributor's network. Only the distributor can disconnect your supply.
distributor	The owner or operator of a network for distributing electricity or gas.
distributor's network	The system for distributing electricity or gas to a metering point.
energy	Electricity or gas (or both).
Electricity Market Reform (EMR)	Ongoing changes to the UK electricity market including making payments under a contract for difference, payments for holding and providing security, mutualisation payments, payments to capacity providers and costs for changes to the renewables obligation scheme including a new fixed-price certificate scheme.
equipment	Any equipment including any meter, pipework, valves, other apparatus used to transport, measure and control the supply of electricity or gas and any equipment which allows us to take meter readings without visiting your property.
exit point	A metering point where the distributor has agreed in writing that a meter is not needed.
Feed-in tariff	The feed-in tariff scheme introduced in line with the Electricity Act 2008 and as set out in the Licence and in the Feed-in Tariffs (Specified Maximum Capacity and Functions) Order 2010 (SI 2010/678) as amended from time to time.
gas-supply emergency	An emergency that can be declared at any time to prevent a dangerous incident caused by there not being enough gas available to meet expected demand.
good-quality combined heat and power	Electricity generated at a combined heat and power station, which climate change levy does not apply to.
green deal arrangements agreement	The agreement between suppliers, green deal financiers and green deal providers which sets out the procedures and practices which everyone involved must follow when collecting green deal charges from green deal bill payers and paying those charges to the green deal providers or financiers (whichever applies) and entering details into the central charge database.

green deal charges	Means the costs of the green deal plan broken down into a daily charge which is set by your green deal provider and which we collect.
green deal plan	Means energy-efficiency measures or improvements made (or to be made) to a site by a green deal provider who will recover the costs of the energy-efficiency measures or improvements by charging green deal charges.
green deal financier	A person 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 and we will forward any payments you make under the green deal plan to them.
green deal premises	Means a site which has a green deal plan in place.
green deal provider	Means the person responsible for providing or installing the energy-efficiency measures or improvement to a site under a green deal plan.
industry agreement	Any agreement which either you (or your metering agent) or we must keep to in order to provide or receive the energy.
inventory	The details of the equipment we will supply with electricity as set out in an unmetered supply certificate issued by the relevant distributor.
kWh	Kilowatt hours.
licence	A licence to supply electricity or gas granted under the Electricity Act 1989 or the Gas Act 1986 (as amended), or both.
Mandatory FIT Licence	A licence that allows suppliers to take part in the feed-in tariff scheme.
meter	A device for measuring how much energy you have used.
meter administrator	A person authorised under the BSC to calculate an estimate of how much electricity you have used if you have an unmetered supply. The meter administrator is appointed by an agreement between you, us and them.
meter operator	A person authorised under the BSC to install, commission, test, maintain and repair faults in a meter.
metering agent	Any person you or we appoint as meter operator or meter data collector (or both).
metering point	The point at which we will supply energy to you.
missed visit charge	If we make an appointment with you to read or inspect your meter but are unable to do so because of something you have or have not done, you must pay us a charge. The charge is currently £50, but this may change.
MPAN	The unique reference number given to each electricity supply, also known as a 'supply point number'.
MPRN	The unique reference number given to each gas supply, also known as a 'supply point number'.
month	From the first day of any calendar month to the first day of the next calendar month.
mutualisation payments	Payments made under a CfD for sharing risks associated with the CfD.
network code	The agreement between each distributor and supplier which governs the transportation of gas through each distributor's network (including any changes to these).
npower	This means: (a) Npower Direct Limited (registered in England and Wales number 3782443); (b) Npower Limited (registered in England and Wales number 3653277); or (c) Npower Commercial Gas Limited (registered in England and Wales number 3768856). The registered address for all these companies is Windmill Hill Business Park, Whitehill Way, Swindon SN5 6PB.
our equipment	Any equipment we (or our metering agent) own, operate or install at a site.
our linked company	Any company that is either a parent company or a subsidiary company of npower, or a subsidiary company of one of our parent companies, or any organisation that takes over all (or nearly all) of our business or assets. The terms 'parent' and 'subsidiary' have the meanings given to them in section 1159 of the Companies Act 2006.
profile class	A profile of how we expect a certain group of customers to use electricity. (For example how much we expect them to use and at what times we expect them to use it.)
reconnect	Restoring your gas or electricity supply by connecting your site to the distributor's network again. Only the distributor can reconnect your supply.
re-energise	Reconnecting your electricity by replacing the fuse and the meter or uncapping your gas supply (whichever applies) at the metering point.
registered	Meeting the procedures set out under the Network Code and the BSC for being validly registered as the supplier to a metering point for gas and electricity.
related meters	Related meters are where you have a number of supplies running from the same emergency isolation fuse meaning the supplies have to be treated as one.
renewable sources	Any source of energy other than fossil fuel or nuclear fuel, including energy produced from waste where not more than a certain proportion is (or comes from) fossil fuel.
renewable charge	A charge equal to or more than the climate change levy which you must pay relating to renewable sources and good-quality CHP.
renewables obligations scheme	The obligation on UK electricity suppliers to supply energy from renewable sources.
security cover	Security in the form of a cash deposit, a letter of credit or a guarantee (we may ask you for one or more of these).
site	Each location you want us to supply energy at or which we supply with energy under your contract.
standing charge	A daily charge you must pay to keep the site connected, whether or not a site is occupied. The standing charge may appear on your bill as an 'administration charge'.
statement of renewal terms	A written statement we give you, explaining how and when you can end the contract.
supply	The energy we supply under your contract.
supply start date	Either the date on which we plan to start to supply you with energy as agreed with you or the actual date we start to supply you with energy as we reasonably decide.

termination fee	The fees you must pay to us if our contract comes to an end early as described in condition 8.6.
transfer date	The date by which we should become registered as your supplier which will (unless conditions 2.5 and 2.6 apply) be within 21 days of the day following the agreement date.
transporter	The licensed public gas transporter and any other organisation licensed, appointed or accredited to transport gas.
unit charges	The price for the energy we supply to you at the metering point, in pence per kWh. Unit charges are sometimes called 'consumption charges'.
we, us or our	npower.
you or your	The person (or people) or business receiving or wanting to receive energy from us.
your linked companies	Any company that is either your parent company or subsidiary company, or a subsidiary company of one of your parent companies. The terms 'parent' and 'subsidiary' have the meanings given to them in section 1159 of the Companies Act 2006.
your equipment	Any equipment you (or your metering agent or another organisation) own, operate or install on your side of the metering point.

