

npower **Business Solutions** Conditions of Supply

May 2018



**Business
Solutions**

Your Conditions of Supply & the Key Facts

We have responded to customer requests for clearer and more straightforward terms and conditions, so have rewritten our Conditions of Supply and combined three previously separate versions for electricity, gas and unmetered supplies into one document for greater simplicity. To aid navigation through the full document and help save you some time, we have summarised the key points below.

- 1. Type of Contract** – your Conditions of Supply cover both electricity and gas but clearly only apply to whichever fuel(s) you have supplied by npower. Where a clause is fuel specific, i.e. only applies to electricity or gas, it will say so, unless the context is obvious. This contract is not intended for use if any of the sites we supply are domestic premises.
- 2. Fixed-term contracts** – these conditions relate to a fixed-term supply deal, unless you have agreed otherwise with us or you are a deemed customer. When your contract expires, it will not be renewed automatically by npower. However, if you do not respond to a request from us to either negotiate a new contract or give notice that you'll be switching to a new supplier, we will continue to supply you. This supply will then switch to out-of-contract default rates, which are likely to be at a higher cost. See Condition 4.2 for more information on this.
- 3. Changes in your consumption** – if there are any changes in your expected monthly or annual consumption – for example due to outages at your site(s), the installation of on-site generation or the implementation of energy efficiency measures – you must notify us as soon as possible. If a significant or persistent consumption shortfall or surplus occurs, or is likely to occur in the future, you may be asked to pay additional costs to cover the expense of buying or selling the resulting volume. Further information is outlined in Conditions 5.6 to 5.8.

- 4. Interest charges** – your contract stipulates payment terms and timescales. If for any reason payment is late, interest can be charged. This also applies if npower owes you money and doesn't pay by the agreed date. Condition 7.5 outlines this in more detail.
- 5. How a change in law may affect your charges** – where npower has agreed to fix certain Charges within your contracted price such that they will not be amended, varied, reconciled or added to during the Term, then this will always be the case for those Charges, although Condition 7.14 will still apply if there has been an error or something changes. Where this is not agreed, or where a Charge has either been excluded from the price, or will be a pass through charge, or where any new charge arises during the Term, then Conditions 7.11 and 7.12 may apply.

Where a Charge has been specified as being excluded and therefore to be passed through, or where any new charge arises during the Term, then Conditions 7.11 and 7.12 may apply.

- 6. Contract terminations** – unless you are a deemed customer (in which case, see point 9 below), your contract is legally binding until its expiry date, but in some circumstances, it may become necessary to terminate early – and these are outlined throughout Condition 8. Conditions 8.4, 8.5 and 8.6 outline what then needs to happen with regard to payment, termination fees and transferring supply. It's worth noting that termination fees can also apply if you cancel your contract before supply actually starts.

- 7. Metering services** – we will always nominate a metering agent(s) to handle the services that allow us to bill you accurately (for example, data collection, data aggregation and meter operation). If you wish to appoint your own metering agent(s) instead, you must notify us as soon as possible and no later than one month before your contract starts. Where, for whatever reason, no metering arrangement has been agreed, we will have the right to arrange the necessary contract on your behalf and you will be bound by that contract for the duration of the supply. More details are outlined in Condition 11.5.
- 8. Unmetered supplies** – if we supply electricity to unmetered sites, then details you need to be aware of are outlined in Condition 14.
- 9. Deemed supply** – if you have not yet agreed a contract with npower but you are the owner or occupier of a premises already supplied by us, then you are classified as a deemed customer, and details of this are outlined in Condition 15. If you are a deemed customer, you can terminate your agreement with us at any time.

Finally, if you are unsure about any of the terms used in your Conditions of Supply, you will find a comprehensive glossary towards the end.

1 Introduction

- 1.1 (a) These Conditions apply where the Supplier supplies the Customer's business with Energy and:
- (i) the Customer has entered into a verbal or written Agreement with the Supplier (for a metered or unmetered Supply); or
 - (ii) the Customer is a Default Customer; or
 - (iii) the Customer is a Deemed Customer.
- (b) These Conditions do not apply where:
- (i) the Customer is a Domestic Customer
 - (ii) the Customer is a Micro Business consumer
 - (iii) the Meter is a pre-payment Meter

If any of the above circumstances apply to the Customer, the Supplier's relevant Conditions of Supply (which can be obtained from the Supplier on request) shall automatically apply instead.

- 1.2 Words in the singular include the plural and vice versa, and the expression 'including' means without limitation.
- 1.3 In this Agreement a reference to any Industry Agreement, legislation, Licence or regulation (or to any provision of one of them) is a reference to the version currently in force, taking account of any replacement, amendment, modification, extension or re-enactment that may happen from time to time. If any of the source documents or indices referred to in this Agreement are unavailable or cease publication it shall be substituted by alternative source documents or indices which as nearly as practicable achieves the same result.
- 1.4 The Customer confirms (and this confirmation is a representation and warranty) that it is taking a supply only for itself and its Affiliates listed in this Agreement and agrees and confirms that it has the necessary authority to enter into a contract as agent for and on behalf of any Affiliates who are supplied under this Agreement. If an Affiliate of a Customer takes a supply under this Agreement, that Affiliate shall be deemed to have entered into an agreement directly with the Supplier, the Customer will procure the performance of this Agreement by those Affiliates

and all references (except in this Condition 1.4) in this Agreement to "Customer" shall be deemed a reference to the Customer and each such Affiliate. The Customer understands that the Supplier will only accept declarations relating to VAT, the Climate Change Levy or any other tax if the invoice is addressed to the correct Affiliate and the Customer will ensure that it provides all the necessary information to the Supplier relating to declarations for tax purposes, and the Customer will reimburse the Supplier for any losses, costs or expenses suffered by the Supplier (including any fines, penalties or interest) if the correct amounts of tax are not paid in respect of the Customer and its Affiliates who are supplied under this Agreement.

2 Before the Supply begins

- 2.1 The Supplier's obligation to supply Energy to the Customer under this Agreement is conditional on

Part A

the Customer:

- (a) confirming to the Supplier (and this confirmation is a representation and warranty) that:
 - (i) the Customer has the authority to enter into the Agreement to purchase Energy for consumption at the Site(s); or
 - (ii) any representative or agent acting on the Customer's behalf has this authority; or
 - (iii) the Customer is the owner or occupier of the Site(s); and
- (b) making sure the Site(s) is/are Connected; and
- (c) (using the Energy wholly or mainly for business purposes (this includes landlords, managing agents or housing associations that have contracted with the Supplier to purchase and pay for Energy for premises where all or some of the Energy is used for domestic purposes). For the avoidance of doubt, Domestic Premises shall not be supplied under this Agreement; and
- (d) (providing suitable credit references and Security Cover if the Supplier asks the Customer to; and

- (e) providing or facilitating a Meter reading at each Connection Point and ensuring that all Meters are certified (if required) installed and fully compliant with all relevant Industry Agreements and legislation; and
- (f) carrying out the Customer's obligations under this Agreement; and
- (g) ensuring that all Industry Agreements that are relevant to each Site, Connection Point, MPAN or MPRN (as applicable) are in full force and effect and the Customer (or any owner or occupier of the Sites) has complied with them in all respects; and
- (h) having entered into an agreement with a Metering Agent in accordance with Condition 11.5; and
- (i) ensuring that all the information provided by or on behalf of the Customer to the Supplier is complete and accurate; and

Part B

the Supplier

- (j) confirming acceptance of the Customer's written offer to buy Energy; and
- (k) being allowed to supply the Customer under the terms of the Supplier's Licence and all other Industry Agreements; and
- (l) being able to confirm the address of each Site, Connection Point, MPAN and/or MPRN; and
- (m) having secured any third party permissions required; and
- (n) having received credit reports about the Customer which the Supplier considers satisfactory and (if the Supplier asks for it) having received Security Cover from the Customer; and
- (o) being able to support the Meter set up at the Customer's Site through the Supplier's existing billing systems; and
- (p) being satisfied that the Customer has complied with the Customer's obligations under Condition 2.1; and

- (q) being Registered as the Customer's supplier to each Connection Point; and

Part C (applies in respect of gas only)

- (r) if the Customer is a Large Gas Supply Customer, the Customer giving the Supplier
- (i) the names and/or job titles of 3 to 5 emergency contacts (or, if a number is provided at the Customer's Site that can be contacted 24 hours per day, at least 1 emergency contact) who have the authority to comply with any direction the Supplier gives if there is a Gas Supply Emergency; and
- (ii) between 1 and 4 telephone numbers for each emergency contact so that at least one of them can be contacted 24 hours per day; and making sure these details are kept up to date; and
- (s) if the Customer's annual gas consumption is (or expected to be) higher than 1,464,000 kWh for a Site, the Customer also giving the Supplier a fax number that is able to receive faxes 24 hours per day as an emergency contact.
- (t) the Customer confirming that the Connection Point(s) is/are not Interruptible Gas Connection Point(s) or agreeing in writing with the Supplier that one or more Connection Point(s) is/are Interruptible Gas Connection Points and where a Connection Point is an Interruptible Gas Connection Point, the Supplier shall notify the Customer of the additional terms and condition that apply.
- (u) the Supplier having become validly Registered with the relevant Transporter in respect of such Connection Point.
- 2.2 The Customer shall continue to comply with the obligations under Condition 2.1 (part A) and if at any time the Customer does not carry out any of its obligations under Condition 2.1 (part A), the Supplier may stop providing the Supply and the Supplier may Disconnect the Connection Point.

- 2.3 The Supplier may, but shall not be obliged to, start the Supply to the Connection Points before satisfaction of all the conditions set out in Condition 2.1. In such circumstances, the Customer shall still be obliged to comply with all the conditions unless the Supplier has given a waiver in writing (which may be given to the Metering Agent where the waiver relates to certification of the Meters). The Supplier shall retain all its rights and/or remedies in respect of the failure of the Customer to comply with the provisions of Conditions 2.1 to 2.2 (except where that failure is due to the default of the Supplier).
- 2.4 Subject to Condition 2.1 (Part B) and unless the circumstances described in Conditions 2.5 and/or 2.6 apply, the Supplier shall become Registered as the Customer's supplier by the Transfer Date which shall be within 21 days of the day following the Agreement Date.
- 2.5 The Supplier shall become Registered as the Customer's supplier by the Transfer Date unless:
- (a) having taken all reasonable steps to obtain any missing information from the Customer, the Customer has not provided that information and that information is not readily available from another source; or
- (b) the Customer requests that the transfer takes place over a longer period of time than 21 days, for example where the Supplier has agreed a later or deferred start date with the Customer; or
- (c) the Customer's Distributor is an exemption holder and (a) the Customer or the Customer's Distributor require a physical connection to be made which has not yet been made available, or (b) a metering arrangement is required to be entered into and is not yet in place (both in a manner as referred to in the Licence); or
- (d) there is any other reason outside of the Supplier's control and which the Supplier has taken all reasonably practicable steps to resolve; or
- (e) the Customer's existing supplier objects for a reason permitted under its Licence (or in the case of a supply exemption holder where it has a legal right) to the Supplier's proposed Registration.

- 2.6 Where the Supplier's proposed Registration is delayed or objected to for any of the reasons set out in Condition 2.5, the Supplier will attempt to become Registered as soon as reasonably practicable and in any event within 21 days of the date that the last reason for delay or failure to obtain Registration (as applicable) ceases to apply.
- 2.7 For the avoidance of doubt the Supplier will not charge the Customer for the cost of applying for Registration.

3 The Supplier's registration as the Customer's supplier

- 3.1 The Customer confirms that at the date of this Agreement the Customer has no contract, obligation or arrangement which prevents the Customer from entering into this Agreement with the Supplier for the Term or which will prevent or delay the Supplier from becoming Registered as the Customer's supplier by the proposed Effective Date. This includes any outstanding debt or disputes with the Customer's current supplier.
- 3.2 The Customer will not enter into a new contract, or attempt to renew or extend any existing contract (either in writing or verbally) with any other energy supplier for the Supply of Energy to a Site for any part of the Term.
- 3.3 The Customer will use all reasonable efforts to help the Supplier to become Registered as the Customer's supplier and both Parties shall provide the other with all reasonable assistance and information required to enable compliance with any obligations under this Agreement, any Industry Agreements, its Licence or any relevant legislation and the Customer appoints the Supplier as its agent for the purpose of obtaining the information the Supplier needs to provide (or continue to provide) the Supply.
- 3.4 The Customer agrees that if the Supplier, having used reasonable efforts, is prevented from becoming Registered as the Customer's supplier by the proposed Effective Date then the Customer will pay the Supplier a Termination Fee, calculated as described in Condition 8.5, where this failure is due to:
- (a) any reason set out in Conditions 3.1, 3.2, or 3.3; or
- (b) the Customer (or the Customer's representative or agent) having notified the Supplier of the incorrect

- date on which the Customer is able to take Supply from the Supplier and which the Supplier has treated as the proposed Effective Date; or
- (c) the Customer has provided inaccurate or incomplete information to the Supplier.
- 3.5 The Supplier will not be liable to the Customer for any loss which the Customer suffers as a result of any delay or failure in Registration except in the case of a delay or failure in the Supplier becoming Registered as the Customer's supplier for reasons solely attributable to the Supplier (provided Conditions 2.1 (Part B) are satisfied) and where Conditions 2.5, 2.6, or 11.8 do not apply. In such circumstances the Supplier's liability to reimburse the Customer for any costs and losses the Customer incurs shall in no event exceed the lower of either (i) the difference between the charges incurred by the Customer as a result of such late or non Registration and the charges the Customer would have paid to the Supplier under this Agreement had there not been such a delay or failure; or (ii) £200,000 (two hundred thousand pounds) only. The Customer must provide proof of payment of charges to the Customer's existing supplier for any claim for reimbursement to be considered.
- 3.6 The Customer agrees and acknowledges that the Charges agreed with the Customer in respect of the Term rely on the assumption that the Supplier shall become Registered as the Customer's supplier by the Effective Date. The Customer further agrees that in the event of a delay to the Supplier's Registration which is due to the Customer (including a delay caused by any reason set out in Condition 2.5) the Customer shall be liable to reimburse the Supplier for any costs and losses the Supplier incurs due to such late Registration. In such circumstances the Supplier shall (at the Supplier's absolute discretion) either issue the Customer with a separate bill which the Customer must pay immediately or adjust the Charges payable by the Customer accordingly.
- 3.7 Once Registered as the Customer's supplier, the Supplier may (to the extent permissible) prevent the Customer from trying to take Energy from another supplier or another supplier from trying to Register the Customer at any Site covered by this Agreement if:
- (a) changing (or attempting to change) supplier would put the Customer in breach of any of the Conditions of this Agreement; or
- (b) the Customer has not paid all the Charges due under this Agreement even if this Agreement has ended; or
- (c) the new supplier agrees with the Supplier that the application for the transfer was started in error; or
- (d) in the case of electricity only, the transfer does not include the simultaneous transfer of all related Connection Points that need to be transferred together.
- 3.8 Where the Customer wishes to transfer to a new supplier and the Supplier has no reason to object to such transfer under Condition 3.7, the Supplier will take steps reasonably necessary to assist the Customer in such transfer.
- 3.9 The Supplier or a new supplier may apply to transfer the registration of the Meters between the Distribution Network and the Transmission System in accordance with the relevant Industry Agreements. The Customer will provide all assistance reasonably required to carry out such a transfer.

4 When the Agreement begins and how it can be renewed

- 4.1 This Agreement will start on the Effective Date and will continue until the Expiry Date.
- 4.2 If this Agreement terminates for any reason, and either the Customer's new supplier has not started to supply the Customer when this Agreement ends or the Customer has not entered into a new contract for Supply with the Supplier by this date, then the Supplier will continue to supply the Customer on these Conditions but subject to the Supplier's out of contract default prices (and the Customer will be a Default Customer but will not be a Deemed Customer). Subject to the Supplier's rights under Condition 9, the Supplier will charge the Customer at the default prices until such time as another supplier becomes the Customer's Registered supplier, or the Customer (or a third party where there has been a change of occupancy or ownership of the Site) enters into another contract with the Supplier for Supply to the Site. Default prices are subject to change and are published at <http://www.npower.com/business-solutions/your-account/your-contract/>.

5 While the Supplier is supplying the Customer

- 5.1 The Customer will pay for all Energy (as determined according to Condition 11) the Supplier supplies at a Site as set out in Condition 7.
- 5.2 In respect of electricity only, the Customer agrees that by entering into this Agreement (where this Agreement is for the supply of electricity) the Customer is also entering into the National Terms of Connection with the electricity Distributor (as defined in Condition 18). The Customer understands that it is the Customer's responsibility to agree the Customer's Profile Class and Capacity Charges with the electricity Distributor.
- 5.3 The Customer confirms that the information the Customer or the Customer's representative or agent gave to the Supplier when the Supplier calculated the Supplier's quotation for the Supply of Energy was accurate, complete and correct and that there is no material information which the Customer has failed to give the Supplier. Such information includes any declaration or certification which affects the treatment for VAT, Climate Change Levy or other taxation purposes. The Customer acknowledges that the Supplier has relied on this information when the Supplier agreed to provide a Supply of Energy under this Agreement. If this information is not correct (including information relating to the Meter, or (for gas) the AQ and SOQ, or (for electricity), the EAC, Profile Class or Capacity Charges) or if the information changes (including temporarily), the Customer must tell the Supplier immediately and the Supplier may amend the Charges and/or may de-energise the Sites and the Customer shall reimburse the Supplier for any losses charges or costs it incurs as a result.
- 5.4 If the Customer, the Customer's representative or agent or any third party (including the Customer's Distributor) gives the Supplier incorrect information about the Customer's expected consumption or Actual Consumption, Annual Volume, the Meter, or (for gas) the AQ and SOQ, or (for electricity), the EAC, the Customer's Profile Class or Capacity Charges, the Supplier will not have any liability to the Customer for this information, or for any cost or losses incurred by the Customer resulting from this information being incorrect.

- 5.5 The Supplier will carry out the Supplier's obligations under this Agreement with reasonable skill and care.
- 5.6 The Customer shall, by giving as much notice as possible, notify the Supplier:
- before it changes its consumption or usage of the Supply;
 - in the case of electricity only before it carries out a Service Upgrade;
 - of any outages (whether planned or unplanned) at the Site;
 - of any proposed or actual changes to, or the installation of any new, on-site generation at the Site during the term of this Agreement and the Customer confirms that it has informed the Supplier of all on-site generation including any Combined Heat and Power generation on the Site existing at the Effective Date;
 - of any reserve or demand side management arrangements that it has in place (whether with the Supplier or any third party); and
 - of any proposed or actual energy efficiency measures.
- 5.7 If in the Supplier's reasonable opinion (whether upon the provision of information in accordance with Condition 5.6 or at any point during the term) there will be a material and/or persistent:
- reduction in the Customer's expected future consumption, whether on a monthly or an annual basis, the Supplier may sell any Energy secured by the Supplier in respect of the Customer so that volume of Energy secured by the Supplier is equal to the Customer's expected future consumption; or
 - increase to the Customer's expected future consumption, whether on a monthly or an annual basis, the Supplier may purchase additional Energy in respect of the Customer so that volume of Energy secured by the Supplier is equal to the Customer's expected future consumption;
- and upon notification by the Supplier, the Customer shall reimburse the Supplier for any losses, costs and expenses arising from such action. The Supplier

shall calculate the losses, costs and expenses arising in relation to this Condition 5.7 by reference to the difference between the Charges the Customer would have paid but for the expected change in consumption and the prevailing market price at the relevant time.

- 5.8 Where in the Supplier's reasonable opinion the Customer's Actual Consumption demonstrates a material and/or persistent change from the aggregate Annual Volume and/or any consumption data provided by the Customer and/or any consumption data used by the Supplier to derive the Charges, the Customer shall reimburse the Supplier for any losses, costs and expenses incurred by the Supplier as a result of such change. The Supplier shall (whether at the date of such losses, costs and expenses or at any point before or after the Expiry Date) calculate its losses by determining the volume of change in consumption in relation to this Condition 5.8 and multiplying that volume by the difference between the Charges the Customer would have paid but for the change in consumption and the average system prices during the period that such change in Actual Consumption took place.
- 5.9 In respect of gas only, the Supplier may isolate or restrict the Supply of Energy (gas) in accordance with a direction given under Section 2(1)(b) of the Energy Act 1976, and the Customer must refrain from using or restrict its use of Energy if notified by the Supplier. If the Supply of Energy (gas) is curtailed by a Transporter in the event of a Gas Deficit Emergency (as defined in the Uniform Network Code), the Supplier shall pay the Customer a DSR Payment (as defined in the Uniform Network Code) in accordance with the terms of its Licence and the Uniform Network Code as soon as reasonably practical following receipt of that payment from the Transporter. Where a Customer Connection Point is designated as an "Interruptible Supply Meter Point" under the Network Code, separate provisions will apply.

6 Security Cover

- 6.1 The Customer shall provide, increase or replace any Security Cover (that must always be reasonably acceptable to the Supplier):
- if in the reasonable opinion of the Supplier, there is a material change in the creditworthiness and/or financial standing of the Customer which may affect the Customer's ability to meet its financial or other obligations under this Agreement; and/or
 - if in the reasonable opinion of the Supplier, there is a material change in the creditworthiness and/or financial standing of the Customer's Security Cover Provider and which may affect the Customer's Security Cover Provider's ability to meet its obligations under any Security Cover; and/or
 - if the Security Cover Provider fails to comply with or perform any of its obligations under the Security Cover; and/or
 - if any Security Cover already provided has ninety (90) days or less until it expires; and/or
 - if any Security Cover provided ceases for any reason to be in full force and effect, or the validity of the Security Cover is challenged or disaffirmed; and/or
 - if in the reasonable opinion of the Supplier there is a change in any law, legislation or rules that affects the Customer's right to receive financial support from the government of the United Kingdom (or any part of it);
- and such Security Cover shall be provided within ten (10) days of such request from the Supplier except where Condition 6.1(c) or (e) applies, in which case the Security Cover shall be replaced immediately.
- 6.2 After any termination or expiry of this Agreement and following a written request by the Customer, the Supplier shall return the balance of any cash deposits provided as Security Cover after deducting any amounts the Supplier determines are due to it under this Agreement.

7 Charges and payment terms

- 7.1 The Supplier will bill the Customer for the Charges under this Agreement monthly or quarterly as determined by the Supplier according to the metering characteristics of the Customer's Premises and, unless the Supplier has agreed a different timescale with the Customer in writing, the Customer must pay each bill with cleared funds reaching the Supplier within the period specified in the Payment Terms. If the Customer has to make any other payments under this Agreement, the Supplier may bill the Customer and the Customer must pay that bill within the period specified in the Payment Terms unless stated otherwise in this Agreement.
- 7.2 The Customer will pay all bills in full (without deduction save in accordance with Condition 7.4) on the Payment Terms in GBP (£). A surcharge may be payable if the Customer makes payment other than by direct debit and the Supplier may amend the Payment Terms if, in its reasonable opinion, there is a material change in the financial standing or creditworthiness of the Customer or if the Customer fails to pay any bill on the agreed Payment Terms.
- 7.3 If the Customer is required to or chooses to pay by direct debit (whether on a fixed or variable basis), the Customer must make sure sufficient funds are available. If the Customer cancels its direct debit arrangement with the Supplier before the Agreement comes to an end this will be a material breach of the Agreement.
- 7.4 If there is a genuine dispute over any part of a bill, except where the Customer is paying by direct debit, the Customer may withhold payment of that part of the bill which is disputed. When the dispute is resolved, the Customer must pay any outstanding balance within five days together with simple interest calculated at the prevailing base rate of the Bank of England, which will accrue from the end of the period specified in the Payment Terms for which the bill was disputed. The Customer may not withhold payment of any part of the bill that is not disputed or if the bill is payable by direct debit.
- 7.5 If the Customer or the Supplier does not pay the other any sums of money under this Agreement by the due date, then either the Customer or the Supplier (as applicable) can charge the other interest on those sums from the date they became overdue for payment. Interest will accrue from day to day and will be compounded monthly at 6% above the current base rate of the Bank of England, until either the Customer or the Supplier (as applicable) pays to the other the sums overdue. The Supplier will not pay the Customer interest on any cash the Customer provides as Security Cover or on any sums incorrectly transferred or amounts returned following the resolution of a dispute.
- 7.6 The Customer will pay for all Energy the Supplier supplies and the Customer consumes at the Sites during the term of the Agreement even if such consumption is not recorded by the Meters or is discovered after the termination of this Agreement. The Supplier may from time to time send the Customer estimated bills for Charges due under this Agreement, and the Supplier may base the estimates on:
- historical Meter readings or the Supplier's estimates of the Customer's average daily consumption derived from EAC or Profile Class (electricity) or AQ and SOQ (gas); or
 - information the Supplier has about the Meter or Meter readings provided by third parties such as a Metering Agent; or
 - Meter readings provided by the Customer.
- The Supplier will try to make any appropriate adjustments as soon as reasonably practicable after the correct Energy consumption is determined and the Customer will pay any reconciliation including any interest charges that have been imposed by a third party. This Condition will survive and continue after expiry or termination of this Agreement.
- 7.7 Any sums of money the Customer owes to the Supplier or to the Supplier's Affiliates in respect of a supply of Energy that are incurred before the date of this Agreement will be treated as owing to the Supplier under this Agreement.
- 7.8 In respect of electricity only, the Supplier may (if the Supplier chooses to) supply electricity from Renewable Sources or Good Quality CHP that is exempt from the Climate Change Levy because it was generated before the exemption ended. If the Supplier does this it will not charge the Customer the Climate Change Levy on the relevant part of the Customer's Supply, but, except where agreed otherwise the Supplier may apply a charge equal to the value of the Climate Change Levy instead and Conditions 7.9 and 7.10 will apply. Electricity from Renewable Sources or Good Quality CHP which was generated after the relevant exemptions ended will not be exempt from the Climate Change Levy which will be payable in full (and Conditions 7.9 and 7.10 will not apply).
- 7.9 In respect of electricity only, if the Supplier purchases electricity from an exempt Good Quality CHP source (as described in Condition 7.8), then for the purposes of the Finance Act 2000 Schedule 6 paragraph 20A(3) the Supplier shall be deemed to 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."
- 7.10 In respect of electricity only, the Supplier purchases electricity from exempt Renewable Sources (as described in Condition 7.8), then for the purposes of the Finance Act 2000 Schedule 6 paragraph 19(2) the Supplier shall be deemed to 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 Source 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.”

7.11 Unless expressly stated otherwise in a written agreement signed by both Parties, prices quoted to the Customer are exclusive of Value Added Tax, the Climate Change Levy and any other tax, charge, levy impost or duty applicable. The Customer will pay the Supplier and keep the Supplier fully and effectually indemnified against any present or future tax, levy, Renewable Costs, duty, cost or impost of any nature whatsoever (other than corporation tax or other tax of a similar nature replacing corporation tax on the profits and gains of the Supplier) which may be charged, levied or imposed on the Supplier or on the provision of the supply of goods or services (including the Supply) by the Supplier to the Customer under this Agreement. The Supplier may require the Customer to pay additional sums in respect of this Condition 7.11 at any time.

7.12 Change of law etc.

The Supplier may change or add to the Charges and/or introduce a new Charge at any time if:

- (a) there is any change to any existing charge, cost, expense and/or obligation to the Supplier in respect of or associated with the Supply or reasonably attributable to the Customer (including for the avoidance of doubt a change in the methodology used to calculate any such amount) howsoever arising; or
- (b) there is any change to the amount payable in respect of any Renewable Costs howsoever arising or any replacement obligation, charge or levy which may replace them; or
- (c) any new charge, cost, expense and/or obligation, whether temporary or permanent, is introduced to the Supplier in respect of or associated with the Supply or as a result of the Supplier holding a Licence howsoever arising,

whether or not such charge, cost, expense and/or obligation (or change) was foreseeable at the date of this Agreement, to the extent that such charge, cost, expense and/or obligation (or increase or additional charges, costs or expenses) is / are required to be paid by or incurred by suppliers (or a class of suppliers that includes the Supplier) on an industry wide basis in respect of the supply of Energy in similar circumstances. The Supplier may require the Customer to pay additional sums in respect of this Condition 7.12 at any time.

7.13 The Customer shall pay the Supplier the Additional Supplier Charges which shall be charged as Pass Through Charges.

7.14 The Supplier may change or add to the Charges at any time if:

- (a) there is a manifest error in the Charges the Supplier has quoted to the Customer; or the Supplier is given any inaccurate information (whether by the Customer or a third party) about the Charges, Meter, EAC or AQ, or SOQ or Profile Class; or where there is a change to the Customer's Meter (including to the way the Supplier is required to read or settle Data), EAC or AQ, or SOQ or Profile Class; or
- (b) Condition 11.19.1(g) applies; or
- (c) if any Connection Point is located on a Private Network; or
- (d) in respect of gas only, the Customer consumes Energy (gas) in excess of the AQ or SOQ, or if the Customer consumes less Energy (gas) than the AQ and in each case, the Supplier incurs costs as a result.

7.15 Conditions 7.11 to 7.14 inclusive shall survive and continue after any expiry or termination of this Agreement.

7.16 If the Supplier receives a payment from a Distributor or other third party relating to a loss suffered by the Customer, the Supplier will pay the Customer the amount as soon as reasonably practicable.

7.17 The Supplier may at any time set-off any sums the Customer owes now or in the future to the Supplier

under this Agreement against any monies the Supplier owes to the Customer under this Agreement or any other agreement between the Parties, but all payments by the Customer to the Supplier shall be made free of any restriction and without deduction or withholding (except to the extent required by law) on account of any other amount, whether by way of set-off or otherwise. Any exercise by the Supplier of its rights under this Condition will not limit any other rights and remedies available to it.

8 Ending the Agreement

8.1 Other than as described in Conditions 4, 8 or 15, the Customer may not end this Agreement (or where multiple Sites are supplied, end this Agreement in respect of any individual Site) before the Expiry Date except if the Customer intends to cease trading at the Site and the Customer has informed the Supplier in writing that the Customer requires it to be Disconnected (and the Customer will pay the Supplier a Disconnection fee as applicable as determined by the Supplier). In such circumstances the Agreement will end on the date of Disconnection immediately following the Disconnection.

In either case the Customer must have given the Supplier thirty (30) days' written notice and if the Customer does not so inform the Supplier the Customer will remain liable for all Charges until the Expiry Date.

8.2 This Agreement will automatically come to an end if:

- (a) the Supplier no longer holds or has the benefit of a Licence; or
- (b) a last resort supply direction is given to another supplier in respect of the Sites supplied under this Agreement; or
- (c) the Supplier ceases to be a party to any Industry Agreement necessary to allow the Supplier to supply Energy to the Customer or any of the Sites.

8.3 The Customer or the Supplier may, to the extent permitted by the Insolvency Act 1986, end this Agreement by giving written notice to the other and this notice will come into effect immediately if the other:

- (a) is in material breach of this Agreement (including any breach of Condition 2.1) and, if the breach can be remedied, the other has failed to remedy the breach within fourteen (14) days of being asked to do so; or
- (b) fails to pay any amount properly owed by it in full by the due date and payment is not then made within seven days of receiving written notice specifying the non-payment; or
- (c) ceases to carry on business or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (excluding s123(1)(a) of the same); or
- (d) makes or proposes any arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement); or
- (e) has a supervisor, receiver, administrator, administrative receiver or any other encumbrancer take possession of or is appointed over the whole or any part of its assets, or any distress, execution or other process is levied or enforced upon the whole or any part of its assets; or
- (f) has any bankruptcy order made against it or action commencing an administration order or the winding-up or dissolution of it (other than for the purpose of reorganisation which has been approved by the other party).

The Supplier may end this Agreement by giving written notice to the Customer and this notice will come into effect immediately if:

- (g) the Customer fails to comply with Condition 6;
- (h) the Customer is, in the reasonable opinion of the Supplier, unlikely to be able to meet its financial or other obligations under this Agreement whether due to a material change in its creditworthiness or financial standing or otherwise;
- (i) the Customer's credit rating or scoring given at the date of this Agreement is either withdrawn or falls;
- (j) the Control of the Customer is acquired by any person or group of Connected Persons who did not Control the Customer at the date of

this Agreement and following that change of Control, the creditworthiness of the Customer or the credit rating or scoring is lower than it was immediately prior to that change of Control;

- (k) in the reasonable and good faith opinion of the Supplier, the ability of the Customer or its Security Cover Provider to perform its obligations under this Agreement or any Security Cover is materially impaired or the Security Cover is withdrawn or ceases to remain in full force and effect or its validity is disaffirmed or challenged;
- (l) there is a consolidation, amalgamation or merger with or transfer of all (or substantially all) of the assets to another entity, and following such restructure, either the creditworthiness of the Customer is materially weaker than before the restructure or the resulting, surviving or transferee entity does not assume all the obligations of the Customer under this Agreement;
- (m) in the reasonable opinion of the Supplier, there is change in any law, legislation or rules that affects the Customer's right to receive financial support from the government of the United Kingdom (or any part of it);
- (n) a Credit Insurance Event has occurred;
- (o) the Customer has committed Energy theft.

8.4 After termination of this Agreement, the Customer will be a Default Customer (and, for the avoidance of doubt, will not be a Deemed Customer) and will pay the Supplier within 5 Business Days for:

- (a) Energy the Customer used before termination based on the Charges; and
- (b) Energy the Customer uses after termination based on the Supplier's out of contract default prices.

All other Conditions of this Agreement will apply until the Site is Registered to another supplier or the Customer (or a third party where there has been a change of occupancy or ownership of the Site) enters into another contract with the Supplier for Supply to the Site. The Supplier will continue to be entitled to recover sums that the Customer owes the Supplier for

Energy used or losses or costs the Supplier incurred while this Agreement applied and the termination or expiry of this Agreement will not affect any rights or obligations which may have accrued prior to the termination or expiry of this Agreement. Where there is a change of occupancy or ownership of the Site the Customer shall use reasonable endeavours to provide the Supplier with details of the new owner and/or occupier of the Site to the extent it is legally able to.

8.5 The Supplier may charge the Customer a Termination Fee if this Agreement comes to an end early (including if it ends before the Supplier starts supplying the Energy). The Termination Fee shall be calculated by the Supplier as:

- (a) the total of any fees, costs, expenses, losses incurred by the Supplier in relation to the Energy to be supplied including under any Industry Agreement or with any Metering Agent or Data Aggregator, the costs relating to any Disconnection, and any other losses and costs the Supplier incurs, (unless this Agreement has terminated due to the fault of the Supplier); plus
- (b) losses incurred by the Supplier in selling back into the UK wholesale market any Energy purchased by the Supplier to meet its obligations under this agreement, as reasonably determined by the Supplier in accordance with the following:

(UK wholesale market prices for the equivalent Energy at the date of this Agreement – UK wholesale market prices for the equivalent Energy at the date of termination) x volume of Energy that will no longer be supplied under this Agreement.

8.6 Without prejudice to the rights to charge a Termination Fee, the Supplier will not charge the Customer for any costs of transferring the supply to another supplier.

9 Disconnecting a Site

9.1 The Supplier may De-energise the Connection Point:

- (a) if the Customer asks the Supplier to in writing, as long as the Customer pays the relevant fee (if any) and any other Charges outstanding on the account; or

- (b) if required for reasons of safety or security of the Distribution Networks or to comply with the requirements of any law, regulation or Industry Agreement; or
- (c) if the Customer is in material breach of any of the Customer's obligations under this Agreement; or
- (d) if the Customer is in breach of Condition 2.1; or
- (e) following termination of the Agreement by the Supplier under Conditions 8.1 or 8.3; or
- (f) if the Supplier considers it necessary for any safety reasons; or
- (g) in the event and for the duration of a Force Majeure; and the Supplier will have the right of safe and unobstructed access to do so.
- 9.2 The Supplier does not have to Re-energise the Connection Point until the Customer has:
- (a) asked the Supplier in writing to do so; and
- (b) paid the Supplier's costs and Charges for De-energisation; and
- (c) paid the Supplier's costs in relation to the Re-energisation; and
- (d) given the Supplier any information the Supplier reasonably asks for about any change in the owner or occupier of the Site, for example a copy of the Customer's tenancy agreement; and
- (e) remedied any breach to the Supplier's reasonable satisfaction; and
- (f) provided any Security Cover the Supplier may ask the Customer for.
- The Supplier must also be reasonably satisfied that the circumstances relating to any change in the ownership or occupation of the Site do not involve an attempt to avoid payment of Charges.
- 9.3 Only the Distributor or the Transporter or shipper of gas may Disconnect or Reconnect the Connection Point (by physically disconnecting it) and may do so if:
- (a) the Customer requests it directly; or
- (b) if it has the right to or is required to do so under an Industry Agreement or by law; or
- (c) if the Supplier requests it to do so.
- There may be charges or fees associated with any Disconnection or Reconnection, which the Customer must pay to the Distributor or the Transporter.
- 9.4 The Supplier will not be liable to the Customer for any loss the Customer may suffer as a result of any delay in Re-connecting or Re-energising the Customer's Supply.
- 9.5 In respect of gas only, for the duration of a pipeline system emergency (as defined in the Supplier's gas Licence), or if the Supplier is required to do so by law or to ensure the safety of persons or property, or if there is an actual or suspected escape of gas, the Supplier may stop, isolate or restrict the Supply to the Connection Point and the Customer will use the Customer's best efforts to refrain from using gas immediately on the Supplier's instructions or the instructions of an authorised third party, including the relevant Distributor of gas to the Connection Point.
- 9.6 The Supplier shall have the right to recover any costs or charges incurred by it relating to a Meter for as long as the Supplier is Registered as the supplier to the Site associated with such Meter. Such right shall continue to apply where the Meter is De-energised or Disconnected until such time as the Supplier is no longer Registered as the supplier to the Site.
- 10 Liability**
- 10.1 If the Supplier fails to carry out the Supplier's obligations under this Agreement the Supplier will only be liable to the Customer if the Supplier's failure directly results in physical damage to the Customer's Site, and the maximum amount of compensation that the Supplier will have to pay for such damage is £100,000 for each event (or series of connected events) in any 12 month period.
- 10.2 Except in the case of Conditions 8.5 and 10.4, or where the Customer is obliged to reimburse the Supplier under this Agreement or where the Supplier is obliged to reimburse the Customer under Condition 3.5, neither the Customer nor the Supplier has to compensate the other for:
- (a) any loss of profits, damage to reputation or goodwill or loss of expected future business; or
- (b) any compensation the Customer or the Supplier has to pay to any third party; or
- (c) any other loss which the Customer or the Supplier would not reasonably expect to result from a particular type of breach (such as losses resulting from corruption of or damage to any electronically stored data or computer software).
- 10.3 If the Customer's or the Supplier's negligence causes death or personal injury then the Customer or the Supplier (as applicable) will reimburse the other for all costs and losses suffered by them as a result of this negligence.
- 10.4 The Customer will reimburse the Supplier for all costs and losses suffered by the Supplier as a result of any failure by the Customer, the Customer's employees, representatives or agents to comply with the terms of this Agreement or any law, regulation or agreement (including any Industry Agreement) about the Connection or the use of the Supply (including any provisions relating to the onward supply of Energy to others) or failure to use the Supplier's or the Customer's Equipment in accordance with all relevant laws and regulations.
- 10.5 The rights and remedies set out in this Agreement are the only ones available to the Customer and the Supplier, and the Customer and the Supplier agree that the Customer and the Supplier has no other rights and remedies at law.
- 10.6 If either Party is unable to perform its obligations by reason of Force Majeure this Agreement shall remain in effect but (save as otherwise provided) both Parties' affected obligations shall be suspended without liability for the period of the Force Majeure provided that such suspension is of no greater scope or duration than is reasonably avoidable, that the non-performing Party uses all reasonable efforts to remedy its inability to perform and that no obligations accruing before the Force Majeure are excused.

- 10.7 The Supplier will not be liable to the Customer for any losses resulting from the act or omission of a Metering Agent or a Distributor (including for gas, any Transporter or shipper of gas) or (for electricity only) the Data Aggregator under these Conditions but the Parties acknowledge that the Supplier may be liable if it is the Metering Agent and it is expressly stated in the Customer's agreement with the Metering Agent.
- 10.8 Nothing in this Condition 10 will restrict either Party from enforcing an obligation owed to it under this Agreement. Each provision in this Condition 10 will survive termination of this Agreement.
- 10.9 The Supplier shall not be held liable for any costs or losses suffered by the Customer as a result of the Supplier using information provided to it by the Customer or any third party or any other industry participants which, at the time it was used by the Supplier, the Supplier reasonably believed to be accurate notwithstanding that such information may, following such use, be found to have contained errors or inaccuracies.
- 11 Measuring the Energy the Customer uses**
- 11.1 The Supplier will measure the amount of Energy the Customer consumes using the Meter and standard industry methods. For gas, the Supplier will apply Calorific Values and a correction factor for temperature and pressure in accordance with the Gas Act 1986 and the Gas Act 1995 (as amended) to convert the amount of Energy used into KWh. The Supplier will use the Meter reading as evidence of the Customer's consumption but where the Meter is found to be recording inaccurately or where the Supplier has not received data from the Meter for any reason the Supplier shall assess or estimate the consumption using all reasonable methods to do so. For electricity only, in accordance with Paragraph 2 of Schedule 7 to the Electricity Act the Meter must be certified unless agreed (in writing) otherwise with the Supplier.
- 11.2 If (at any time) it is discovered that the Customer has consumed less or more Energy under a previous supply arrangement than was previously determined, the Customer will reimburse the Supplier for any sums that the Supplier is required to pay to the previous supplier in respect of any under-recovery of any costs and charges and, except if it results from an act or omission of the Customer, the Supplier shall reimburse the Customer with any sums it receives from the previous supplier in respect of any over-recovery of any costs and charges. If the supplier under the previous arrangement was the Supplier then the Customer shall reimburse the Supplier for any under-recovery of charges under that arrangement (except where it was due to a default of the Supplier) and the Supplier shall reimburse the Customer for any over-recovery of charges under that arrangement (except where it was due to an act or omission of the Customer).
- 11.3 The Customer's Equipment is the Customer's responsibility. The Customer will maintain it (or will make sure that it is maintained) in good working order at all times, suitable and fit for purpose, complying with all relevant codes of practice and regulations and will ensure that it is adequate to take the Supply. The Customer will be responsible for any physical damage or damage to the Customer's Equipment and the Supplier's Equipment due to overloading (unless the damage is caused directly by the Supplier). If any part of the Supplier's Equipment at the Sites is lost or damaged, the Customer shall pay to the Supplier in full the amount of any loss, damage and expense sustained by the Supplier as a result, except for any caused by normal wear and tear or by the act or omission of the Supplier.
- 11.4 If the Customer fails to maintain the Meter in good order, the Supplier may Disconnect the relevant Connection Point until the Customer has replaced the Meter, or restored it to good order at the Customer's cost. For electricity only, this provision only applies to the Customer's own Meter (and for the avoidance of doubt, for gas this provision applies to any Meter at its Site, whether owned by the Customer or not).
- 11.5 Appointment of a Metering Agent
- (a) The Supplier may nominate the HH Metering Agent and the Customer will enter into an agreement with it, except where the Customer wishes to nominate a third party to act as the HH Metering Agent (which in relation to Advanced Meters is limited to electricity only), in which case the Customer must do so when the Customer enters into this Agreement (and no later than one month before the Effective Date) with the Supplier by giving the Supplier details of the Customer-nominated HH Metering Agent in writing. The Customer may not (except with the Supplier's written consent) nominate more than one third party to act as the Customer's HH Metering Agent at any time.
- (b) If the Customer does not enter into any agreement with a HH Metering Agent (or has not already done so), it shall be deemed to have entered into an agreement with a HH Metering Agent nominated by the Supplier from the Effective Date until the Expiry Date and the Online Metering Terms will apply to that agreement, and the Customer shall pay all Charges under it.
- (c) The Supplier may nominate the NHH Metering Agent which shall be appointed by the Supplier under these Conditions except where the Customer wishes to nominate a third party to act as the NHH Metering Agent, in which case the Customer must do so when the Customer enters into this Agreement (and no later than one month before the Effective Date) with the Supplier by giving the Supplier details of the Customer-nominated NHH Metering Agent in writing. The Customer may not (except with the Supplier's written consent) nominate more than one third party to act as the Customer's NHH Metering Agent at any time. Where the Supplier does not receive notice from the Customer of the Customer-nominated NHH Metering Agent in accordance with this limb (c) the Customer shall be deemed to agree to the

- appointment, under these Conditions, of the NHH Metering Agent nominated by the Supplier.
- (d) The Data Aggregator (in respect of electricity only) shall always be that nominated by the Supplier.
- 11.6 If the Supplier agrees to appoint the Customer's nominated third party as Metering Agent on the Customer's behalf it is conditional on:
- (a) that Metering Agent being accredited under the BSC or Network Code (as applicable) to act in such capacity; and
- (b) that Metering Agent confirming to the Supplier in writing before the Effective Date that they agree to the Supplier's terms of appointment; and
- (c) the Customer and that Metering Agent having in place and maintaining a contract setting out the Customer's and the Customer's Metering Agent's respective obligations; and
- (d) the Customer being responsible for paying all that Metering Agent's costs and charges.
- 11.7 The Customer is fully responsible for the Customer's Metering Agent's actions and the Customer will reimburse the Supplier if the Customer's Metering Agent's actions (or inactions) cause the Customer to be in breach of any of these Conditions or otherwise result in the Supplier incurring any costs or losses.
- 11.8 If there is a delay to the Effective Date caused by the nomination of the Customer's Metering Agent as described in Condition 11.5 and the Supplier incurs any additional costs or losses, the Customer will reimburse the Supplier (on demand) for those additional costs or losses.
- 11.9 Other than where the Supplier is the Metering Agent, the Customer will make sure that any Metering Agent will:
- (a) promptly give the Supplier all information the Supplier reasonably asks for to maintain the Connection, provide the Supply and so that the Supplier can calculate the Charges; and
- (b) give the Supplier any Meter information the Supplier asks for, in the format, by the method
- and to the timescales the Supplier specifies; and
- (c) make a physical inspection of each Meter (no less often than is required by any relevant Industry Agreement or as required by law) and give the Supplier a prompt written report of that inspection; and
- (d) maintain the Meter (and install if necessary) to the standards prescribed by any law, regulation, Competent Authority or Industry Agreement including ensuring all requests to attend site made by the Supplier are undertaken within 5 days of the Metering Agent being notified of the site visit requirement and all work being undertaken to successfully address those issues for which the site visit requirement was generated; and
- (e) comply with all laws, regulations and Industry Agreements; and
- (f) in the case of NHH Metering, ensure meter readings are taken as per the requested read cycle and within the applicable read window and the Supplier receives at least one actual read each rolling 12 month period for at least 99% of the sites to which the Metering Agent is appointed;
- (g) in the case of HH Metering, ensure HH metering data is collected daily and is received by the Supplier before 1700hrs each day on the day of collection and that the Supplier receives HH read data for at least 99% of the sites to which the Metering Agent is appointed every day.
- (h) in the case of HH Metering, ensure 100% of sites are visited annually or bi-annually as appropriate in accordance with the requirements of the BSC.
- The Customer will reimburse the Supplier for any costs or losses the Supplier incurs due to any failure by the Customer or the Customer's Metering Agent to comply with Condition 11.9 and the Supplier (or any other licence holder) will have the right of safe and unobstructed access to the Sites to obtain the information required under this Condition 11.9.
- 11.10 The Customer may not change the Metering Agent without the Supplier's written consent.
- 11.11 The Customer will immediately notify the Supplier if the Customer or the Customer's Metering Agent fails to comply with any of the provisions of the contract between the Customer and the Customer's Metering Agent and when such contract ends. If the Customer does not maintain a contract of appointment with the Customer's Metering Agent or if either the Customer or the Customer's Metering Agent has failed to comply with Condition 11.9, the Supplier may de-appoint the Customer's Metering Agent and appoint another Metering Agent (who the Supplier selects) at the Customer's cost and for the avoidance of doubt, Condition 11.5(b) shall apply to that appointment where the Metering Agent is a HH Metering Agent and Condition 11.5(c) shall apply to that appointment where the Metering Agent is a NHH Metering Agent.
- 11.12 The Customer (and the Customer's Metering Agent where applicable) will at all times use the Energy in a safe manner and will not interfere with the Meter, Connection Point or supplies upstream of any Connection Point and will not cause (or allow to be caused) a danger to any person. The Customer will promptly tell the Supplier of any damage, theft of or loss to any Meter.
- 11.13 The Customer will pay the reasonable costs of performing any reprogramming or modification to or replacement of any Meter or any ancillary equipment (and the Supplier may amend the Metering Charges as a result) which the Supplier agrees to undertake in response to any request by or on behalf of the Customer or which the Supplier is obliged by law or Industry Agreement to undertake.
- 11.14 If the Customer's Energy usage at any Site exceeds the industry requirements for the Customer's Profile Class or the registered capacity of the Customer's supply point, the Customer will pay for any necessary Service Upgrade to the Meter and/ or the Connection to the Distribution Network.

- 11.15 In respect of electricity only, if the Meters at the Site(s) are not Meters that measure consumption on a half hourly basis (“Half Hourly Meters”) and if (at any time) a Site takes a supply of electricity of 100kW or more (or any different limits as may be set out at any time by Industry Agreement or law), the Customer shall enter into an arrangement with a Metering Agent for the installation and maintenance of Half Hourly Meters and the necessary communications links within 28 days of notification by the Supplier that this is necessary. The Customer shall be responsible for all costs relating to this and if the Customer fails to comply with this Condition then it shall reimburse the Supplier for any fines or penalties imposed on the Supplier under any Industry Agreement.
- 11.16 If the data for any Site fails to be registered or settled pursuant to the relevant Industry Agreements for any reason (including due to an act or omission of a Metering Agent or a failure of any data transfer systems) a “Data Failure” then during the period of the Data Failure, the Customer’s consumption will be estimated by the Supplier on the basis of historical consumption and any other relevant information. The amounts paid in respect of the Charges during the period of the Data Failure will be adjusted as appropriate when the actual data is received. The Customer will reimburse the Supplier for any losses and costs it incurs if the Data Failure is due to an act or omission of the Customer. The Supplier will not be liable for any Data Failure. Terms used in this Condition 11.16 and not otherwise defined have the meaning given to them in the Industry Agreements.
- 11.17 The Supplier may install an Advanced Meter at any Site prior to 1 April 2016 but after this date may only install a Smart Meter or other type approved in accordance with the Licence.
- 11.18 In respect of gas only, the Customer will ensure that each and every Primary Supply Meter Point is used solely by the Customer.
- 11.19 Automated Meters
- 11.19.1 The following conditions apply where any of the Sites are metered using Automated Meters.
- (a) If the Customer agrees to have an Automated Meter installed, (or if the Supplier is required to install an Advanced Meter), the Supplier or a Metering Agent will contact the Customer to arrange a convenient appointment to carry out the work. If the Customer does not give access to the Site for any agreed appointments to install the Automated Metering, the Supplier may charge the Customer for the costs of that visit unless the Customer had given at least two Business Days’ notice to cancel that appointment.
- (b) Not used
- (c) The Supplier (or a Metering Agent) will own the Automated Meter and any display unit that it has provided. If the Customer leaves the Site, it must leave any display unit provided by the Supplier.
- (d) If the Customer has had an Automated Meter installed by a previous supplier, the Supplier will try to support all of its functions but if it is unable to do so the Supplier will (at the Customer’s expense) take the reasonable steps required to be able to support it, including exchanging the Meter, and where the meter is a Smart Meter or Remote Access Meter until that happens, the Supplier may treat it as a traditional credit meter.
- (e) Once a Smart Meter or Remote Access Meter is installed and the Supplier can use its smart functions, the Supplier will inform the Customer that it is able to do so. From that point the Supplier will take meter readings, diagnose any technical problems, update the Meter and monitor the Energy used by the Customer (as far as is reasonably possible and to the extent permitted by the Customer-) without visiting the Site. The Supplier will use those readings to calculate the Energy used. The Supplier is also able to disconnect the Supply without accessing the Site (but the Supplier will do so only in accordance with Condition 9, any applicable Industry Agreements and guidelines, and after following the Supplier’s standard procedures).
- (f) If a Site has an Automated Meter that is supported by the Supplier, the Supplier will measure the amount of Energy used based on the meter readings taken from the Meter. The Supplier may still estimate the amount of Energy used if the Meter has failed or if the communications link to the Automated Meter have failed, and the Supplier (or a Metering Agent) may still need to visit the Site. The Supplier or its Metering Agents will still need to visit the Site from time to time to inspect the Meter in accordance with Condition 12.
- (g) Where the Customer has an Automated Meter, some of the Charges may be conditional on the Customer’s Meter being re-configured or a Smart Meter installation being completed by a specified date. Where the Supplier is unable to complete the re-configuration or Smart Meter installation by such date, the Customer acknowledges that the Supplier may need to vary the Charges accordingly.
- 11.20 Where any Supply is supplied to Domestic Premises or “micro business premises” (each within the meaning of the Licence) in Profile Classes 01-04 and such premises has a Smart Meter or a Remote Access Meter, the Supplier shall only settle those premises on a NHH basis to remain compliant with the terms of its Licence and data protection legislation. If the Customer does not notify the Supplier that it has such premises the Customer will indemnify the Supplier for any fines, costs, losses or penalties it suffers as a result of not having complied with the relevant Licence obligations or applicable data protection legislation.

12 Access

- 12.1 The Customer will make sure, at the Customer’s own expense, that the Supplier and the Metering Agents have access to read, install, test, inspect, repair, replace, remove or to verify the accuracy of any Meter or check the Meter during normal business hours, on reasonable notice or to perform its obligations under any Industry Agreement at any

- time and on such notice as is reasonable in all the circumstances. If the Customer does not provide access as reasonably requested by the Supplier, it will be a material breach of the Agreement.
- 12.2 The Customer authorises the Supplier, the Metering Agents, or any other third party acting on the Supplier's behalf and the Distributor(s) (including for gas, any Transporter or shipper of gas involved in the Distribution Network) to enter each Site on two Business Days' written notice at all reasonable times for the purpose of Disconnecting the Supply.
- 12.3 The Customer will make sure that neither the Customer nor the Customer's partners, employees, representatives or agents do anything which might prevent or impede access to a Site by the Supplier, the Metering Agents, or any other third party acting on the Supplier's behalf or the Distributor(s) (including for gas, any Transporter or shipper of gas involved in the Distribution Network).
- 12.4 The Customer will provide free of charge at each Site supplies of power, water, drainage or protection equipment that the Supplier, the Metering Agents, any other third party acting on the Supplier's behalf or the Distributors (including for gas, any Transporter or shipper of gas involved in the Distribution Network) may reasonably require.
- 12.5 If the Customer would like a Meter examined to confirm the amount of Energy supplied is being accurately recorded by the Meter the Customer can ask the Supplier to arrange this for the Customer subject to the Customer paying any applicable fee in advance. The Meter examination fee will only be refunded to the Customer if the Meter is found to be recording inaccurately and beyond the permitted tolerances. If the Meter is found to be recording inaccurately to a level above that permitted by the regulations, the Supplier will replace the Meter and adjust the Customer's future bills to reconcile the Charges due from the Customer or to the Supplier (as applicable).

13 Physical Supply

- 13.1 The Customer acknowledges that the physical supply of Energy is provided by the Distributor and not the Supplier. The Supplier has no obligation to provide the Supply if the Supply is shut down, interrupted, reduced or impaired as a result of the Disconnection of the Supply or as a result of demand control or load management by the Distributor (including for gas, any Transporter or shipper of gas) or a transmission licence holder or as a result of Force Majeure.
- 13.2 In respect of electricity only, the Energy supplied may be subject to variations (as a result of variation to the Distribution Network or a Transmission System) that are permitted by the Electricity Supply Regulations 1988. The Customer accepts that the Supplier cannot guarantee an unimpaired Supply. If the Customer requires such a Supply the Customer must provide for emergency or standby Supply facilities.
- 13.3 For gas Supplies, the Customer will immediately report any gas leak to the designated emergency contact, whose number is 0800 111 999 (or such other number as may be notified to the Customer).
- 13.4 Emergency electricity or gas services (as applicable) will be provided by or on the Supplier's behalf. The Customer will reimburse the Supplier if the Supplier asks the Customer for any call-out charges the Supplier has to pay to a Distributor or the Metering Agents, including those relating to stopping a gas leak or other emergency services on the Customer's Equipment.
- 13.5 If the Customer's gas consumption increases so that the Customer becomes a Large Gas Supply Customer the Customer must comply with the additional requirements as set out in Conditions 2.1.(r) and 2.1.(s).

14 Unmetered Supplies

- 14.1 Condition 14 applies only where the Supplier provides the Supply of the Customer's electricity via an UMS Connection Point without a Meter.
- 14.2 In addition to Condition 2.1, the Supplier's obligation to Supply the Customer is conditional on the Customer (or the Customer's Meter Administrator) preparing, maintaining and sending to the Supplier

an Inventory, an Unmetered Supply Certificate, an EAC and an MPAN for each UMS Connection Point. Conditions 2.1(e) and 2.1(o) shall not apply to Customer Sites with a UMS Connection Points.

- 14.3 The Customer will give the Supplier as much notice as possible of any change in the Customer's EAC, use of the Supply or if the Customer carries out a Service Upgrade. The Customer does not need to tell the Supplier about seasonal variations but the Customer will, for example, tell the Supplier about situations such as outages (whether planned or unplanned) at the Customer's Site. Condition 5.7 will apply to Customer Sites with a UMS Connection Point but Condition 5.8 will not.
- 14.4 The Customer will reimburse the Supplier for any costs or losses the Supplier incurs if the Supplier's reasonable estimate of the Customer's actual volume consumed is materially different from any EAC provided by the Customer, the Customer's representative or agent or the Customer's Meter Administrator.
- 14.5 In addition to the Inventory, the Customer will give the Supplier the following information to allow the Supplier to determine the energy usage at each UMS Connection Point either directly or via its Meter Administrator:
- (a) The number on the item or the adjacent address, the road name and parish;
 - (b) A description of the item, e.g. street light, variable message sign;
 - (c) The type and wattage of each item, e.g. 35 watt Sox lamp;
 - (d) The type of control gear installed, e.g. low loss;
 - (e) The type of switching control, e.g. timeswitch;
 - (f) The operating hours of each item;
 - (g) The switching regime codes as identified in the BSC;
 - (h) The relevant charge code under the BSC; and
 - (i) The presence of any central management systems or static dimming.

- The Customer will notify the Supplier as soon as possible (and within one month) of any amendments to the Inventory (including but not limited to the adoption of street lighting) together with any changes to the information specified above and the Supplier may amend the Charges to cover the costs incurred by it if the Customer fails to comply with this Condition 14.5.
- 14.6 The Customer (or the Customer's Meter Administrator) will notify the Supplier promptly and in all cases within one month of any changes taking effect to the Inventory, the Customer's EAC, the MPAN or any of the information described in Condition 14.5.
- 14.7 The Customer will reimburse the Supplier for any costs or losses the Supplier incurs if the Customer does not comply with Conditions 14.2, 14.5 or 14.6.
- 14.8 In Condition 11, the term Metering Agent includes Meter Administrator and Data Aggregator as appropriate.
- 14.9 If the Meter Administrator is not performing its duties to the Supplier's reasonable satisfaction and this failure is not rectified within three (3) months from the Customer receiving written notice of this from the Supplier it will be a material breach of this Agreement.
- 14.10 In addition to the Customer's obligation to notify the Supplier under Condition 8.3, before the Customer ceases to occupy or own a Site, the Customer must inform the Customer's Meter Administrator and the Customer's electricity Distributor in writing of the date that the Customer will cease to own or occupy the Site.
- 14.11 Where the supply is to be provided on a half hourly metered basis the Customer agrees that the supply of UMS Connection Points under this Agreement cannot start until the Effective Date and registration of the Customer is dependent upon the Customer having the appropriate Equivalent Meter installed and in full operation. The supply of UMS Connection Points will be calculated by the Equivalent Meter which uses hardware and software for the provision of data for such supplies as covered in the BSC. The Customer will allow the Supplier to fit an Equivalent

Meter System, if the Supplier so requires.

- 14.12 If electricity is supplied and not registered in whole or in part by a PECU Array then the data from the adjacent PECU Array may be substituted at the discretion of the Supplier.

15 Deemed customers

- 15.1 Condition 15 applies only to Deemed Customers. For the avoidance of doubt, a Default Customer is not a Deemed Customer.
- 15.2 Conditions 2, 3, 4 and 8.5 do not apply to Deemed Customers.
- 15.3 The Customer can terminate this Agreement at any time. It would help the Supplier if the Customer provided it with at least 28 days notice but there is no obligation on the Customer to do so.
- 15.4 The other Conditions of this Agreement shall continue to apply (as long as they do not conflict with this Condition 15) until such time as the Customer either takes supply from the Supplier under a formal contract or transfers to another supplier further to entering into a contract with such supplier.
- 15.5 The Supplier will calculate and apply charges from either the date of the last Meter reading as supplied by the Meter Operator, or as reasonably estimated by the Supplier (unless otherwise agreed between the Customer and the Supplier).
- 15.6 Charges for Deemed Customers are subject to change and will be notified to the Customer from time to time.
- 15.7 Deemed Customers will be deemed to have entered into an agreement (as applicable)
- with the HH Metering Agent nominated by the Supplier on the Online Metering Terms and will pay all Charges set out in them; and/or
 - with the NHH Metering Agent nominated by the Supplier under these Conditions until such time as the Customer either takes supply from the Supplier under a formal contract or transfers to another supplier further to entering into a contract with such supplier.

16 Data protection

- 16.1 The npower Business Solutions Privacy Notice sets out the way in which the Supplier uses personal data (as defined in the EU General Data Protection Regulations 2016 ("GDPR")) supplied to it by a Customer or which the Supplier legally receives from a third party in relation to a Customer and the Supplier's legal basis for such use. The npower Business Solutions Privacy Notice is subject to change and the current version is published at npower.com/Privacy-Policy-nBS..

17 General

- 17.1 The Supplier may change these Conditions from time to time to the extent the Supplier needs to, to take account of changes to any Industry Agreements, the Electricity Act 1989, the Gas Act 1986 (as appropriate) or any other primary legislation, secondary legislation, or any law, regulation, or applicable standard, code or licence issued by a Competent Authority. The Supplier does not have to get the Customer's consent before making any changes to these Conditions under this Condition 17.1 and such changes will come into effect on the date notified by the Supplier to the Customer. Condition 7.12 applies to changes to the Charges under this Agreement and this Condition 17.1 applies to any other changes.
- 17.2 During the term of the Agreement and for a period of five years after its termination the Customer and the Supplier shall keep confidential the commercial and financial terms of the Agreement and shall keep confidential any other information about the business of the other which is stated in writing as being of a confidential nature. This will not prevent disclosures required under Condition 16 or where required by law, Industry Agreement, the rules of any recognised stock exchange or any Competent Authority or to disclosures made to a party's advisors, consultants or an Affiliate, or to disclosures to the operator of a Private Network. This clause 17.2 shall survive and continue after any termination or expiry of this Agreement.

- 17.3 The Supplier may subcontract, assign, transfer or novate any or all of the Supplier's rights or obligations under this Agreement at any time without notice to the Customer and the Customer appoints the Supplier as its agent and attorney to the fullest extent necessary to enter into, on the Customer's behalf, any novation or agreement required in this respect. The Customer will not assign, novate or otherwise transfer any of the Customer's rights or obligations under this Agreement without the Supplier's prior written consent.
- 17.4 All notices sent by the Customer to the Supplier under this Agreement must be delivered personally or by first class post or by courier to npower Business Solutions Customer Service, npower, Birch House, Joseph Street, Oldbury, B69 2AQ and copied to the Customer's usual contact and to the following email address: legal@npower.com. All notices sent by the Supplier to the Customer will be delivered personally or by post or by courier to the Customer's billing address or to the Customer's registered office or the Customer's email address if one has been provided. Delivery of a notice shall be deemed received:
- in person or by courier, on the delivery date, or on the next Business Day if the delivery date or time was not during normal business hours;
 - by first class post, on the second Business Day after the day of posting;
 - by second class post, on the third Business Day after the day of posting;
 - by email, on the delivery date or the next Business Day if the delivery date and time was not during normal business hours.
- All other communications may also be sent by email if an email address for such communications has been provided by a Party. In relation to the Supplier the email address set out in this Condition 17.4 shall not be used for communications between the Parties other than notices.
- 17.5 A variation to the Agreement will only be valid if it is in writing and signed by both the Customer and the Supplier except as permitted under Condition 17.1.
- 17.6 A waiver of any breach will only be valid if it is in writing and any waiver is without prejudice to any other or future breach.
- 17.7 The Customer and the Supplier do not intend that any of the Conditions of this Agreement should be enforceable by any person who is not a party to it and agree to exclude the provisions of the Agreement (Rights of Third Parties) Act 1999.
- 17.8 This Agreement will be governed by English Law and will be subject to the exclusive jurisdiction of the English courts.
- 17.9 Except for any dispute between the Parties arising under this Agreement in connection with an amount that may be due under this Agreement, which shall be settled in the English Courts pursuant to Condition 17.8, subject to any contrary provisions of any Industry Agreement or any law, any dispute between the Parties arising under or in connection with this Agreement shall be and is hereby referred to arbitration pursuant to the arbitration rules of the Electricity Arbitration Association in force from time to time. The provisions of the Arbitration Act 1996 shall apply to any such arbitration subject to any permitted exceptions thereto agreed by the Parties. The seat for arbitration shall be England and Wales and the law of England shall be the proper law of reference to arbitration hereunder.
- 17.10 Any Condition or provision of this Agreement which is declared illegal or unenforceable in whole or in part by any English Court or under any act or rule of law, will to that extent affected be deemed not to form part of this Agreement. The validity and enforceability of the remainder of this Agreement will not be affected.
- 17.11 This Agreement constitutes the entire agreement between the Supplier and the Customer in respect of the Supply and (except for any misrepresentation or breach of warranty which constitutes fraud) supersedes any statement or representation made by the Customer and the Supplier except as contained or referred to in this Agreement.
- 17.12 Where the Customer reasonably requires any data relating to the supply of Energy (including, for the avoidance of doubt, relating to the "Carbon Reduction Commitment"), the Customer may make a written request to the Supplier setting out details of the data required and providing as much information as the Supplier reasonably requires in order to identify and obtain such data. The Supplier will provide all the data as it can reasonably obtain but the Supplier will have no liability for any losses costs or penalties suffered by the Customer arising directly or indirectly from reliance on such data. The Supplier makes no warranties as to the accuracy of the data and the Customer acknowledges that the information provided may be based on estimated data.
- 17.13 If the Customer or the Site(s) are the subject of a Green Deal Plan the Supplier's Green Deal Conditions will automatically apply to this Agreement.
- 17.14 The Supplier is a Mandatory FIT Licensee. This statement shall apply except where the Supplier notifies the Customer to the contrary.
- 17.15 The Supplier may monitor and/or record calls made to or received from the Customer for security, quality or training purposes. Call charges to the Supplier's 0800 numbers are set by the Customer's telecoms provider, calls may be free if calling from a business mobile or landline (depending on the contract the Customer has with its telecoms provider). Calls to the Supplier's 0845 numbers will cost a maximum of 5p per minute, plus the Customer's telecoms provider's access charge. Calls to 0330 numbers will cost the Customer no more than 01 and 02 numbers from landlines or mobiles and will be included in any 'inclusive minutes' in the contract the Customer has with its telecoms provider (if applicable).

18 National Terms of Connection

In the following paragraph the words, "the Customer's supplier" will be a reference to npower, and "network operator" will be a reference to the Distributor: the Customer's supplier is acting on behalf of the Customer's network operator to make an agreement with the Customer. The agreement is that the Customer and the Customer's network operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions.

This will happen from the time that the Customer enters into this contract and it affects the Customer's legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which the Customer's network operator delivers Energy to, or accepts Energy from, the Customer's home or business. If the Customer want a copy of the NTC or has any questions about it, please write to: Energy Networks Association, 4 More London Riverside, London SE1 2AU, phone 0207 706 5100 or see the website at www.connectionterms.org.uk

19. Freedom of Information Requests

This Condition will only apply where the Customer is subject to the Freedom of Information Act 2000 (FoIA) or the Environmental Information Regulations 2004 (EIR).

- 19.1 If the Customer receives a request under FoIA or the EIR that relates to documents or information held by the Supplier on the Customer's behalf, the Customer shall inform the Supplier as soon as practicable after receipt and in any event within five Business Days of receiving such a request. The Supplier may charge and the Customer shall pay for the Supplier's time and any disbursements incurred in relation to providing information for the purposes of FoIA or EIR in accordance with the rate that the Customer obtains from the Supplier from time to time.
- 19.2 Certain information that the Supplier provides to the Customer under this Agreement will not be appropriate for disclosure either under a publication scheme or in response to an information request under FoIA or EIR due to its confidential or commercially sensitive nature. Such information is together referred to in this Condition as Restricted Information. Condition 19.6 contains a list of Restricted Information as at the date of this Agreement. Condition 19.6 shall be amended throughout the term of this Agreement by adding further Restricted Information or removing certain Restricted Information (if that information has lost its confidential or commercially sensitive nature) by agreement of the Parties. The Customer shall

inform the Supplier of any information request received by the Customer under FoIA or EIR which relates to Restricted Information as soon as practicable after receipt of the request and in any event within two Business Days of receiving such a request, or of forming the intention to consider disclosing any part of the Restricted Information under a publication scheme, in each case clearly identifying the Restricted Information in question.

- 19.3 The Customer shall allow the Supplier reasonable opportunity and time to make representations to the Customer about whether any Restricted Information or any information referred to in Sub-Condition 19.4 below should be disclosed in response to a request for information, or should be included in a publication scheme.
- 19.4 Notwithstanding Sub-Condition 19.2 above, this Agreement and the prices set in accordance with this Agreement and the Supplier's bills should not be disclosed under a publication scheme or in response to an information request. The Supplier believes that information to be exempt:
- (a) as having been given in confidence under s.41 FoIA or reg 12(5)(d) EIR; or
 - (b) as being a trade secret or information that, if disclosed, would prejudice the Supplier's commercial interests under s.43 FoIA or reg.12 (5)(f) EIR.
- 19.5 If the Supplier notifies the Customer that the Supplier intends to seek injunctive relief to prevent disclosure by the Customer of any part of the Restricted Information or any other information provided by the Supplier to the Customer, the Customer hereby agrees to provide the Supplier with such assistance and information as the Supplier may reasonably require in order to make application for such relief. The Customer further agrees not to disclose any information which is the subject of that application until such time (if applicable) as the court has ordered that no injunction should be granted.

- 19.6 Restricted Information shall include any information set out in Conditions, 5.1, 5.3, 5.4, 11.1, 7 and 8 and the Schedules and Appendices to this Agreement.

20 Appointing agents or representatives

- 20.1 Where the Customer wishes to appoint an independent representative or agent to act on its behalf regarding any matters relating to the Agreement, the Customer will send the Supplier a letter of authority on the Customer's business letterhead, in accordance with the notice provisions set out in Condition 17.4. Such letter of authority shall be signed by a representative of the Customer with authority to do so (evidence of such authority to be provided to the Supplier on request) and must explicitly state the following:
- (a) that the Customer authorises the representative or agent to act on its behalf;
 - (b) the period during which the representative or agent has the Customer's authority to act on its behalf;
 - (c) the types of matters on which the representative or agent has the Customer's authority to act; and
 - (d) the full contact details of the representative or agent (including email and telephone number).
- The Customer acknowledges and agrees that until the Supplier receives a signed letter of authority in relation to a representative or agent in compliance with this Condition 20.1 the Supplier cannot act on any instructions or otherwise deal with such representative or agent.
- 20.2 Where the letter of authority provided by the Customer does not, in the Supplier's opinion, meet all of the requirements set out in Condition 20.1, or where the Supplier is concerned that such letter may not be genuine, the Supplier has the right to refuse to deal with the Customer's representative or agent until such time as the Supplier is satisfied that its concerns have been addressed.

- 20.3 The Supplier shall accept a letter of authority from another supplier if the sole purpose of such letter is to address the Supplier's objections to transferring the Customer's Supply at the end of the Agreement.
- 20.4 The Supplier has the right to contact the Customer if at any time the Supplier has concerns about the way the Customer's representative or agent is managing the Customer's account.
- 20.5 The Customer is permitted to have one letter of authority in relation to the Agreement at any one time. The Customer acknowledges and agrees that where the Supplier receives more than one letter of authority in relation to the Agreement it shall apply the most recent letter which is fully compliant with the provisions set out in Condition 20.1.
- 20.6 The Customer acknowledges and agrees that it shall be liable to the Supplier for any act or omission of its representative or agent.
- 20.7 Any notice provided by the Customer's representative or agent purporting to terminate this Agreement must comply with the provisions of Condition 8

Glossary

The following definitions apply to this Agreement.

Actual Consumption

The quantity of Supply taken at each of the Sites during the relevant period as determined in accordance with Condition 11.1 of the Conditions of Supply.

Additional Supplier Charges

Charges and costs based on the actual charges incurred or payable by the Supplier in connection with the Supply or its termination, and not otherwise specified in this Agreement, including all costs resulting from any Industry Agreement or any fuel security or emergency code, or as a result of decisions taken or directed by a Competent Authority following the requirements of any other law, regulation, industry code or agreement, including those in relation to industry failure events set out in any Industry Agreements and also (in respect of electricity only) including in respect of reactive power (for electricity only) at the rate and in the amounts from time to time charged by the Supplier or as required by or imposed by law.

Advanced Meters

Equipment used to obtain automated readings, as defined in the Licence.

Affiliate

Any company that is either a holding company or a subsidiary company of a Party, or a subsidiary company of one of a Party's holding companies. The terms 'holding' and 'subsidiary' have the meanings given to them in section 1159 of the Companies Act 2006.

Agreement Date

Except where another date is specified, the date when this Agreement is signed by the Supplier.

Agreement

The agreement between the Customer and the Supplier for the Supply of Energy at the Connection Point incorporating these Conditions and the Schedule(s).

Annual Volume

As defined in the Schedule to this Agreement and as amended from time to time by the Supplier.

AQ

The estimated annual consumption of gas per Site as determined in accordance with the Uniform Network Code.

Authority

The Gas and Electricity Markets Authority as created under Section 1 of the Utilities Act 2000 or any replacement body.

Automated Meter

A Smart Meter, Remote Access Meter or an Advanced Meter.

Balancing Services Use of System Charges

For electricity only, a charge payable by the Customer to the Supplier in consideration for the Supplier providing a price for the variable costs that are payable by the Supplier to the owner of a Transmission System for balancing actions performed by the owner of that Transmission System.

BSC

The Balancing and Settlement Code designated by the Secretary of State in respect of electricity. This term (and its use throughout) only applies to electricity and can be ignored if the Energy supplied is gas.

Business Day

Any day other than a Saturday, a Sunday, Christmas Day, Good Friday or a day which has been proclaimed a bank holiday, and for the avoidance of doubt "day" means the period from midnight to midnight.

Capacity Charge

For electricity only, a charge payable by the Customer to the Supplier in consideration for the Supplier providing a price for the variable costs that are payable by the Supplier to the Customer's electricity Distributor for the agreed capacity of electricity to be made available at the Connection Points in either kilowatts (kW) or kilovoltamperes (kVA).

Capacity Mechanism

A mechanism which operates as an annual 'Capacity Market' auction to procure the majority of the UK's required energy capacity four years in advance, with a top-up auction one year ahead of delivery.

CFD

A contract for difference with generators of low carbon electricity entered into pursuant to Electricity Market Reform.

Charges

The charges specified in the Schedule to this Agreement or, if there is no such Schedule as otherwise notified to the Customer by the Supplier.

Climate Change Levy

A charge levied at the rate from time to time imposed by Schedule 6 of the Finance Act 2000 and any related regulations.

Communications Equipment

The technology that enables the remote retrieval of Data from the Meter.

Competent Authority

Any court in Great Britain, 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 of supply or the relevant Condition (as appropriate).

Connected Persons

Has the meaning given in s.1122 of the Corporation Tax Act 2010.

Connection or Connected

The physical requirements being present so that the Supplier can supply the Customer with Energy at a Connection Point.

Connection Point

The point at which the Supplier will supply Energy to the Customer.

Control

Has the meaning given in s.1124 of the Corporation Tax Act 2010.

Credit Insurance Event

where the Supplier's credit insurer gives notice to the Supplier:

requesting that the Supplier takes action to protect against credit risk exposure in respect of the Customer, or

that the Supplier's credit insurer will or intends to restrict, reduce, limit, remove or otherwise amend the Credit Insurance being provided in respect of the Customer

Customer's Equipment

Any Equipment owned, operated or installed by the Customer or the Customer's HH Metering Agent or a third party on the Customer's side of the Connection Point.

Data Aggregator

A person authorised under the BSC to act as a Data Aggregator. This term (and its use throughout) only applies to electricity and can be ignored if the Energy supplied is gas.

Data Aggregator Charges

For electricity only, a charge payable by the Customer in consideration for data aggregations services provided by the Supplier and/or a Data Aggregator.

Data Collection

Means both Data Retrieval services and Data Processing services and as further defined within the Licence and BSC. This term (and its use throughout) only applies to electricity and can be ignored if the Energy supplied is gas.

Data Collection Charges

For electricity only, a charge payable by the Customer in consideration for data collections services provided by the Supplier and/or a Data Collector.

Data Collector

A person authorised under the BSC to act as a Data Collector. This term (and its use throughout) only applies to electricity and can be ignored if the Energy supplied is gas.

Data

Any data recorded by the Meter and any ancillary equipment.

Data Processing

Has the meaning given to that term within the Licence and BSC.

Data Retrieval

Has the meaning given to that term in the Licence.

Deemed Customer

The owner or occupier of a Site to which the Supplier supplies Energy other than under a 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 (as applicable to the type of Energy). Where there are two or more occupiers of a Site and there is not a fiscal Meter in respect of each of those occupiers' consumption then the owner of the site shall be the Deemed Customer.

De-energise

Physically terminating either the electricity Supply by removing the fuse and the Meter or the gas Supply by capping the Supply (as applicable) and the words 'De-energisation' and 'De-energising' shall be construed accordingly.

Default Customer

A Customer where the Supplier continues to supply the Customer after the Customer's agreed term with the Supplier has ended.

Disconnect

Physically terminating the gas or electricity Supply (as applicable) by severing Connection to the Customer's Site on the Distributor's Network ; and the words 'Disconnecting' and 'Disconnection' shall be construed accordingly.

Distribution Loss(es)

For electricity only, a charge payable by the Customer to the Supplier in consideration for the Supplier providing a price for the variable costs of the proportion of electricity in excess of that consumed by the Customer which needs to be purchased to take account of electrical losses in each Distribution Network calculated by reference to loss factors.

Distribution Network

The system for the distribution of electricity or gas to a Connection Point.

Distribution Use of System Charges

For electricity only, a charge payable by the Customer to the Supplier in consideration for the Supplier providing a price for the variable charges and fees made or charged by a Distributor for the use of its Distribution Network to transport the Supply and other charges made under a "Use of System Agreement" including meter equipment and operation services, data collection services, data aggregation services and settlement and registration services.

Distributor

The owner or operator of a Distribution Network for the distribution of electricity or gas (as applicable) or, where relevant, the Unmetered Supplies Operator (as defined in the BSC).

Domestic Customer

Has the meaning given in the Licences.

Domestic Premises

Has the meaning given in the Licences.

EAC

In relation to a Connection Point, the estimated annual consumption of electricity per year as certified by the relevant Distributor.

Electricity Market Reform

The programme of reform to the UK electricity market as introduced by the Energy Act 2013.

Energy

Electricity or gas (as applicable).

Equipment

Any equipment including the Meter, pipework, valves, secondary Meters or other apparatus used to transport, measure and control the Supply of electricity or gas and any ancillary equipment and any Communications Equipment.

Equivalent Meter

Has the meaning given in the BSC.

Fixed Charge(s)

Charges which are fixed for the Term or any other period specified in the Agreement and which are not subject to any reconciliation, revaluation or other amendment (except where Conditions 7.6 and 7.11 to 7.14 apply).

Force Majeure

Any event or circumstance which is beyond the reasonable control of either Party and which results in or causes the failure of that Party to perform any of its obligations under this Agreement provided that a lack of funds shall not be interpreted as an event beyond a Party's reasonable control.

Feed in Tariff

The feed in tariff scheme introduced in accordance 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 or restated from time to time.

Fossil Fuel Levy

A charge levied at the rate from time to time imposed, in accordance with the Fossil Fuel Regulations 1990 or any order made pursuant to the Utilities Act 2000.

Gas Supply Emergency

An emergency that can be declared at any time to prevent a dangerous occurrence caused by insufficient gas supplies being available to satisfy expected demand. This term (and its use throughout) only applies to gas and can be ignored if the Energy supplied is electricity.

Good Quality CHP

For electricity only, electricity generated at a combined heat and power station, which is exempt from the Climate Change Levy.

Green Deal

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

Green Deal Terms and Conditions

The Supplier's terms and conditions which apply to Customers or Sites that are subject to a Green Deal Plan, which will be sent to affected Customers upon taking out a Green Deal Plan, a copy of which is obtainable on request from the Supplier.

HH Metering Agent

A Metering Agent appointed in relation to a HH Meter.

HH Meter

Meters that measure consumption on a half hourly basis and HH Metering shall be construed accordingly.

Hydro Benefit

For electricity only, a charge payable by the Customer to the Supplier in consideration for the Supplier providing a price for the variable costs of the scheme for assistance to areas with high electricity distribution costs.

Industry Agreement

Any agreement which either the Customer (or the Customer's HH Metering Agent) or the Supplier is required to be party to or to adhere to in order to provide or receive the Supply of the relevant Energy type (including any code or agreement issued by a Competent Authority, the Connection Agreement, the Use of System Agreement, the Settlement Agreement, the MRA, the Data Transfer Service Agreement, and the CUSC or the Network Code and the SPAA as each such term is described in the BSC or the Network Code as applicable).

Interruptible Gas Connection Point

For gas only, a Connection Point where the offtake of gas can be suspended, disconnected or restricted by a Transporter.

Inventory

The details of the Customer's Equipment to be supplied at an UMS Connection Point as set out in the Unmetered Supply Certificate.

kWh

Kilowatt hours.

Large Gas Supply Customer

For gas only, those customers that use (or are likely to use) in excess of 732,000 kWh of gas per Site per year.

Licence

The licence(s) to supply electricity or gas (as applicable) required to supply the relevant Energy under this Agreement granted under the Electricity Act 1989 or Gas Act 1986 (as applicable).

Mandatory FIT Licensee

Has the meaning given in the Licence for electricity.

Meter

A device for measuring Energy, any related communications equipment, and any other equipment including for electricity any supervisory control and data acquisition (SCADA) systems required to use the Distribution Network.

Meter Administrator

For electricity only, a person authorised under the BSC to act as a Meter Administrator and appointed by an agreement between the Customer, the Supplier and them in respect of unmetered supplies supplied in accordance with Condition 14.

Meter Operator

A person authorised under the BSC to act as a Meter Operator for electricity.

Metering Charges

A charge payable by the Customer to the Supplier to reflect charges payable for services provided by a Metering Agent, or under a "Use of System Agreement" with a Distributor or, where the Customer does not have a contract for the provision by the Supplier of Meter Operator services, charges payable by the Customer to the Supplier to reflect the charges the Supplier is required to pay the Meter Asset Provider covering the lease of the Meter.

Metering Agent

The person appointed under Condition 11.5 to read, install and maintain the Meter including (in respect of electricity) a Meter Operator, Meter Administrator or a Data Collector or (in respect of gas) a Meter Asset Manager or Meter Asset Provider.

Metering Terms and Conditions

The Supplier's metering terms and conditions available on the Supplier's website (as may be amended from time to time)

Meter Asset Manager

For gas only, a person authorised under the Network Code to act as Meter Asset Manager.

Meter Asset Provider

For electricity, the accredited person who supplies the Customer (either by purchase or hire) with a new meter and for gas, has the meaning given in the Network Code.

Micro Business Consumer

Has the meaning given to “relevant consumer” (in respect of premises other than domestic premises) in article 2(1) of The Gas and Electricity Regulated Providers (Redress Scheme) Order 2008 (S.I. 2008/2268).

MPAN

The unique reference number given to each electricity supply point, also known as a ‘supply number’.

MPRN

The unique reference number given to each gas supply point.

Network Code

The Uniform Network Code, an agreement between each Distributor and supplier which governs the transportation of gas through the Distribution Network(s). This term (and its use throughout) only applies to gas and can be ignored if the Energy supplied is electricity.

NHH Meter

A Meter which measures consumption on a non-half hourly basis and NHH Metering shall be construed accordingly.

NHH Metering Agent

A Metering Agent appointed in relation to a NHH Meter.

Online Metering Terms

The terms and conditions that apply where the Supplier has appointed a HH Metering Agent for the Customer but no written agreement has been entered into as set out at www.npower.com/business-solutions/meters.

Party

Each of the Customer and the Supplier, and each reference to Customer, Supplier or Party shall include that Party's personal representatives, successors and permitted assigns.

Pass Through Charge(s)

Charges based on the actual charges incurred by or imposed on the Supplier in supplying electricity to the Customer's Connection Points, as calculated by the Supplier acting reasonably. Where the Supplier does not have sufficient information to provide the Customer with an actual value for a Pass Through Charge when the Supplier bills the Customer for that Pass Through Charge the Supplier is entitled to estimate that Pass Through Charge and the Supplier will make any appropriate adjustments to future bills as soon as reasonably practicable following receipt of the necessary information.

PECU Array

For electricity only, has the meaning given in the BSC.

Primary Supply Meter Point

A Connection Point for gas at which a meter comprised in a Sub-deduct Arrangement is installed and upstream of which no other meter comprised in such arrangement is installed.

Private Network

Any network owned or operated by a Distributor who does not hold a licence for the distribution of Energy under the Electricity Act 1989 or Gas Act 1986.

Profile Class

A profile of the expected electricity consumption pattern of a specified group of customers.

Reconnect

The reversal of Disconnect and the words ‘Reconnecting’ and ‘Reconnection’ shall be construed accordingly.

Re-energise

The reversal of De-energise and the words ‘Re-energising’ and ‘Re-energisation’ shall be construed accordingly.

Registered

The procedures set out under the Network Code or the BSC (as applicable) for being validly registered as the supplier to a Connection Point for gas or electricity respectively and “Register” and “Registration” shall be construed accordingly.

Remote Access Meter

A Meter that, either on its own or with an ancillary device that monitors Energy consumption for multiple time periods including at intervals of less than one month and is able to communicate that information automatically to the Supplier (and/or the Metering Agent) but that is not a Smart Meter (or part of one).

Renewable Costs

The Fossil Fuel Levy, the Feed in Tariff and the Renewables Obligation as either may be modified, extended or re-enacted from time to time and any other renewable or environmental charge, penalty, levy, tax, duty or fee imposed from time to time (or any payment obligation on the Supplier having an analogous effect to any of the above).

Renewables Obligation

The buy-out price as defined in part 8 of the Renewables Obligation Order 2009 as it may be amended from time to time.

Renewable Sources

Any source of electricity other than fossil fuel or nuclear, including waste where not more than a specified proportion is (or is derived from) fossil fuel.

Security Cover Provider

A third party (including an Affiliate) providing the Customer with any Security Cover.

Security Cover

Security in the form of a cash deposit, letter of credit or a guarantee (which does not prevent the Supplier from drawing on it in the event of a dispute) as specified by the Supplier.

Service Upgrade

For electricity only, any increase in the maximum capacity of an Connection Point or change in voltage at a Site.

Site

Each location at which the Customer wishes the Supplier to provide a Supply or which the Supplier supplies under this Agreement.

Smart Meter

A Meter that records the amount of Energy consumption at intervals of less than daily and that communicates that information remotely to the Supplier (and/or the Metering Agent) as well as receives information sent by the Supplier to it. In these conditions references to Smart Meters includes AMR Meters.

SOQ

For gas only, the highest expected consumption on any single day .

Supplier's Equipment

Any Equipment owned, operated or installed by the Supplier or the Supplier's Metering Agent or (for electricity only) a Data Aggregator at a Site.

Supply

The physical supply of Energy by the Supplier under this Agreement.

Term

The period between the Effective Date and the Expiry Date.

Termination Fee

The amount calculated by the Supplier as described in Condition 8.5.

Transfer Date The date by which the Supplier should become Registered as the Customer's supplier which shall (subject to Conditions 2.5 and 2.6) be within 21 days of the day following the Agreement Date.

Transmission Loss(es)

For electricity only, a charge payable by the Customer to the Supplier in consideration for the Supplier providing a price for the variable costs of the proportion of electricity in excess of that consumed by the Customer which needs to be purchased to take account of electrical losses in the Transmission System.

Transmission System

The network used for transmitting electricity at voltages of 132kV and above, which is operated by the holder of a transmission licence.

Transmission Use of System Charges

For electricity only, a charge payable by the Customer to the Supplier in consideration for the Supplier providing a price for the variable costs of charges made by the operator of the Transmission System for use of the Transmission System to transport electricity.

Transportation Charges

For gas only, a charge payable by the Customer the Supplier in consideration for the Supplier providing a price for the variable costs of the charges payable by the Supplier for use of the network used to transport gas (the "Transportation System").

Transporter

The licensed public gas transporter for the time being or any other third party licensed, appointed or accredited to provide transportation;

UMS Connection Point

For electricity only, a Connection Point where the Distributor has agreed in writing that a Meter is not required.

Unidentified Gas Charge

a charge that covers gas which is taken off the Distribution Network (gas) but not directly attributed to a particular shipper of gas.

Unmetered Supply Certificate

For electricity only, has the meaning given in the BSC and which contains the name of the Distributor for each UMS Connection Point, the issue date and effective date, the supply numbers and the title of reference of the summary Inventory.

Value Added Tax or VAT

Has the meaning given to that term from time to time in the Value Added Tax Act 1994 and any tax of a similar nature which may be substituted for or levied in addition to it.

Fuel Mix for 1st April 2017 to 31st March 2018

This fuel mix information is provided in accordance with Electricity Supply Licence Condition 21, which has been implemented by the Electricity (Fuel Mix Disclosure) Regulations 2005 to give effect to article 3(6) of the EU Electricity Directive (2003/54/EC).

npower Business Solutions customers are either supplied by **npower Limited** or **npower Northern Limited**. Please see the reverse of your invoice for the particular licence you are supplied under.

The table on the right shows the fuel sources for the electricity supplied under npower's licences in the latest reporting period and the UK national average for the same period.

	Coal	Natural Gas	Nuclear	Renewable	Other	Carbon Dioxide Emissions (g/KWh)	Radioactive waste (g/KWh)	Notes:
npower Limited	9.8%	52.3%	15.9%	18.7%	3.3%	300	0.00111	Please see left for guidance on how to identify which licence you are supplied under
npower Northern Limited	11.7%	62.0%	18.8%	3.6%	4.0%	356	0.00132	
UK National Average	7.6%	41.2%	20.0%	29.0%	2.1%	232	0.00140	Figures provided by the Department for Business, Energy and Industrial Strategy (BEIS)
Fuel Mix Product Level Breakdown								
Business Renewable Product	0%	0%	0%	100%	0%	0g	0.00000	npower Business Solutions customers on the npower Limited licence that have purchased our Business Renewable: REGO Backed Electricity product
All other products	11.8%	62.6%	19.0%	2.6%	4.0%	359	0.00133	npower customers on any of our other tariffs or products

Useful information:

Carbon Dioxide Emissions (g/KWh): The weighted average of the carbon dioxide emitted in the production of electricity from each fuel source. This is calculated on the basis of figures provided by BEIS (details of these can be found at the BEIS website)

Radioactive Waste (g/KWh): The radioactive waste, being fuel burnt in the reactor to be subsequently discharged as spent fuel. This is calculated on the basis of figures provided by the DECC (details of these can be found at the BEIS website)