

Key Contractual terms

Effective from 21st May

We've put together this guide to help you get to know the main terms in your contract for the supply of energy by us to you. To get an up-to-date copy of the full standard terms and conditions please refer to <http://www.powershop.co.uk/terms-and-conditions> or call our Customer Services Team to request a copy on 0800 009 3719 (generally free from most landlines).

If you have signed up via a promotion then the key terms and conditions relating to that promotion will be set out in the welcome pack.

Online

Powershop is an online proposition. This means that, while you can sign up online or over the phone to our call centre, you must have an email account and you must have regular access to either a computer or a smartphone in order to access our tools and information about your account. If you don't, our call centre will be able to discuss other options for you to be supplied by npower.

As part of being an online proposition, we require our customers to comply with our Acceptable Use policy, which forms part of our terms and conditions of supply. It is set out in full at www.powershop.co.uk/terms-and-conditions/acceptableuse. It covers things like not being offensive and derogatory, not damaging, reverse engineering or attacking our customer portal.

If you (or any other person accessing or using our customer billing platform via your account or your login and/or security details) are in any way non-compliant with the Acceptable Use Policy:

- A) you must immediately cease the non-compliance, and use your best efforts to remedy the effects of such non-compliance;
- B) your access may be suspended or revoked;
- C) your Powershop account may be terminated; and
- D) we may, and the licensor of our customer billing platform Powershop UK Limited may, take such other action as we or it considers appropriate in the

circumstances.

Charges for supply

1. Powerpacks for Powershop Pro Customers

The standard charges for your supply of energy are set out in your welcome pack. You will be required to pay a daily standing charge which applies no matter how much energy you use.

From time to time we will offer you energy in different pound amounts called Powerpacks in our online store which means you can make savings over and above your standard charges. You can buy little packs or big packs to suit your budget, and special discounted Powerpacks to save you money. We let you buy your energy online before you use it so that you can budget ahead, or after you use it like you do now. These packs may only be available for a limited time and will be limited in number. If you download Powershop's mobile app you can always be notified when there is a discounted Powerpack available for purchase. The discounts on our Powerpacks are weighted towards when customers need them the most (winter) so if you leave us before your first full year with us is up, you will not get the best savings.

2. Fixed monthly payment arrangements for customers using Powershop Lite

You have chosen to pay for your energy usage by fixed monthly payments. Your energy usage is likely to fluctuate from month to month across the year, so in the warmer lighter summer months you are likely to be overpaying and in the darker colder winter months you are likely to be underpaying. By choosing to pay by fixed monthly payments you will even out your payments and reduce the shock impact that a larger bill can cause.

For the avoidance of doubt your fixed payment is not independent of your energy usage. We reserve the right to adjust your payments in accordance with your energy consumption. We will do this periodically. We will notify you of the revised amount by writing to you. To ensure accurate bills you should provide us with regular meter readings.

As a Lite customer you cannot benefit from the discounts offered by purchasing Powerpacks.

We are permitted to change the terms of your contract in certain circumstances but if the change is to your disadvantage we must give you at least 30 days prior notice of that change.

Direct debit / Debit Card/ Credit Card

It's part of our terms and conditions that you agree to pay your energy charges by Direct Debit, Debit Card or Credit Card, and ensure there are sufficient cleared funds to pay your bills. If you don't comply with these obligations, for example, if you cancel your Direct Debit or your Direct Debit fails, we may transfer you to the non-Direct Debit version of npower's standard tariff and will give you notice of any changes to the terms of this agreement. In either of these cases your monthly

payments may not be enough to pay for your usage and then there may be an outstanding balance due for payment immediately.

Credit Checking

We will search the files of credit-reference agencies, and (where relevant) gather information from fraud-prevention agencies and, using information you give us during signup or that we hold about you during your time as a customer, we will use this to help us assess your ability to pay our bills. As such your personal information will be shared with credit reference agencies (which may include your payment history and any payments you have failed to make) and may then be used by other organisations that access their files. If we are not satisfied with our assessment of your credit-worthiness at the time you sign up to Powershop then we will not accept you as a Powershop customer. However we will discuss this with you and offer you the option to be supplied by npower on other terms. If you confirm you are happy to be supplied by npower on other terms, then npower will discuss with you the most appropriate payment methods, products and services it can offer you. These may include security deposits or prepayment meters.

If we accept you as a Powershop customer, missed or late payments which have not been formally agreed may result in your credit score being affected and may therefore affect your ability to obtain credit from other lenders. If you fail to pay we may register a default against your credit file and if we enter into a formal payment arrangement with you that may also be registered against your credit file both of which may affect your ability to obtain credit from other lenders.

How we use your personal information

For the full details on the above please see the section on Using your personal information in your enclosed Terms and Conditions or powershop.co.uk/terms-and-conditions (as applicable). We strongly advise you to do so as this is only intended as an overview.

What information we collect

We will collect personal information such as your name, age, address, meter number, contact details, bank account details as well as credit or debit card details etc, when you engage with us via our websites, our mobile App, when you contact our call centre via our agents or sometimes we may obtain it from 3rd party publically available sources such as the Post Office, or other companies like energy comparison sites or brokers when you sign up to our products and services through their websites or contact centres. We will also obtain information from credit reference agencies.

We may record information about your health or any disabilities you may have (your sensitive data) to see if you are eligible to sign up to the priority services register or to see if there are any additional services we can offer we will only do this with your consent.

What do we use your personal information for ?

We will use the information you have provided or we have obtained from legitimate sources to do the following (this is not an exhaustive list): help us identify you and the property you want us to supply, assess your credit-worthiness, set up and manage your account (including supplying energy to you), communicate with you, prevent fraud and loss, recover any debt we are owed, carry out statistical analysis and to improve our services.

If you have a smart meter we will only use your consumption data at the level (monthly, daily or half hourly) and for the purposes you have consented to, except where we are permitted to use your data for billing and regulatory purposes, or to resolve a query or a complaint or if we think your meter has been damaged or compromised in some way. For full details please see the section on Use of Smart energy data in the section on Smart Meters in your enclosed Terms and Conditions or at powershop.co.uk/terms-and-conditions (as applicable).

The legal bases and the purpose for processing

We can only use your personal information where that is permitted by data protection laws. Those laws require that where we use your personal information we must satisfy one condition (legal basis) for processing. The legal bases are consent, to comply with our legal obligations, to perform a contract, and it is in our legitimate interests. In some cases you may have the right to opt out of certain processing where we are unable to demonstrate we have an overriding interest in continuing to do so.

Who we share it with

We may share information with agents acting on our behalf and with relevant industry organisations for agreed industry processes. If required we may share it with organisations like Ofgem or as part of a governmental data sharing initiative.

Automated decision making and profiling

The law requires that we tell you if our systems conduct any processing, including profiling which produces a decision that is completely automated and produces legal effects concerning you or similarly significantly affects you. We do not consider that any of the automated decision-making, including profiling, that our systems conduct fit these criteria, for further information please see the section on ‘**automated decision making and profiling**’ in the Privacy Notice.

How long we keep your personal information for

We will keep your information for as long as we need it to provide the products and services you have signed up to. We may also keep it to comply with our legal obligations, resolve disputes and enforce our rights. Information that is no longer required for any purposes will be disposed of. For full details of how long we keep your personal information please see the section on ‘**Data Retention**’ in the Privacy Notice.

Your rights to how we use your personal data

You have certain rights in relation to your data including asking to see the personal data we hold about you – for the full details please see the Privacy Notice at powershop.co.uk/privacy-notice.

When do we pass your personal information outside the EEA?

We or our agents may send information outside of the European Economic Area (EEA) but your data will continue to be governed in line with your terms and conditions and the legal protection provided by our agreements and any relevant laws.

Duration of the contract

Your contract with us will continue until either:

- A) Your electricity contract is ended by us after a 28 day period of notice which may be given at any time, or
- B) You move house provided you give us at least 2 working days' prior notice otherwise you may continue to be liable for the supply to the premises; or
- C) You change supplier. You can change your energy supplier at any time but you may have to pay any outstanding balance for the energy you have used before you can switch.