

Website terms of use

Website Terms of Use

Thanks for visiting this Powershop website (the "**website**"). These terms tell you the basis on which you may use our website, whether as a guest or a registered Powershop customer. Please read them carefully as by using the website you indicate that you accept them and agree to abide by them. If you don't agree with them, please don't use our website. If you breach any of these terms, your permission to use our website ceases immediately.

Who are we?

This website is operated by PS Energy UK Limited, a subsidiary of Npower Limited trading as Powershop ("**we**", "**us**" or "**our**" for short). We're a company registered in England and Wales under company number **09850654**. Our registered office is at Windmill Hill Business Park, Whitehill Way, Swindon, SN5 6PB. Our VAT number is 768362492. We and our npower group companies, together with the products and services we sell and provide, are regulated by the 'Office of the Gas and Electricity Markets', more commonly known as OFGEM.

Our products and services may be provided by other members of our group of companies.

Website content

We hope you'll find our website useful. It's generally the most up-to-date source of information about us, our products and services, so you may find it useful to refer to if you have any questions.

We provide the website to you in good faith and you accept that the information shown is provided "as is" without guarantees, conditions or warranties as to its accuracy. We've taken all reasonable steps to ensure that the information displayed is correct at the time of inclusion, but there may be inadvertent or occasional errors for which we apologise. Where errors come to our attention, we'll try to correct them as soon as reasonably possible however we accept no liability for any errors, omissions or inaccuracies contained in our website's content. If you've any concerns, you must always check specific terms and conditions applicable to your relevant individual product or service.

Use of our website is at your own risk and you're wholly responsible for decisions that you make as a result of information you read. You agree that you'll only use our website for lawful purposes and not in a way that breaches applicable local, national or international laws or regulations (for example, using it to cause nuisance, annoyance or inconvenience, or to transmit, or procure the sending of unsolicited or unauthorised advertising or promotional material).

We aim to ensure that our website is available 24 hours a day however we'll not be liable if it is unavailable at any time for any reason. Access to our website may be suspended temporarily or removed entirely without notice (e.g. if there's a system failure, or for maintenance or repair).

Products and services

The products and services available through our website are subject to specific terms and conditions which are available to you at the time that you purchase the product and/or service. You must read these - if there's any conflict between them and these terms, they will prevail. If you're a consumer, these terms won't affect any of your statutory rights which you have, including those relating to contracts formed online. Unless otherwise stated, prices quoted on our website are exclusive of tax and delivery charges.

Except where you are entering into, or otherwise in relation to, a residential contract for the supply of gas and/or electricity on one of our group's tariffs:

- by completing and submitting electronic forms on our website you're making an offer to purchase goods and/or services which, **if accepted by the relevant company**, will result in a binding contract.
- any details of products and services on our website are not an offer to sell or buy such products or services. The company advertising the product or service may decide to accept or reject your offer.
- we can only provide products and services if they're available and we can't guarantee they will be.

Unless otherwise stated we can suspend, change, cease supplying or withdraw the prices and/or details of products, services and/or offers shown on our website without notice, and without liability to you. Our website, and the products and services on it are intended for personal use only by people resident in specified areas of the United Kingdom. We don't accept orders from outside of this region.

Passwords

If you choose or we issue you with a username, password or other piece of identification information, you must keep it confidential. You're fully responsible for all actions on your account. You must notify us immediately if there is any unauthorised use. We're not liable for any loss or damage arising from your failure to keep this information confidential and we reserve the right to suspend or disable your username, password or other piece of identification information.

External links from our website and third party content

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companies outside of our group. If you click on these, you leave our website. We do this when there is a particular relevance to the topic you're reading about. Whilst we'll try to check that the content of these sites is suitable, we unfortunately can't take any responsibility for the practices of the individuals or companies who publish them, nor the integrity or quality of their content. We've no control over these sites and accept no responsibility for them, for loss or damage that you may incur through your use of them or any results that may be obtained from them. Please review their terms of use and privacy policies (if any) prior to your use of them.

We don't accept liability or responsibility for any websites which we frame.

Some elements of the content, products and/or services accessible from our website may not be provided by us but instead by other individuals or companies. We're unable to guarantee such content, products or services are virus and error free. You should always check e-mails, attachments and files before downloading them.

Intellectual Property Rights

Any intellectual property rights (for example, copyright, database rights, know-how, patents (in each case whether registered or unregistered) in our website and its content (including the text, photographs and graphical images) are owned by us and our licensors. All rights are reserved. You're permitted to download and print content from our website for your own personal use and not for other purposes (including business). The content of our website must not be copied, reproduced, used or otherwise dealt with for any other reason. Trademarks, logos and brand names shown on our website are owned by us and our licensors and no rights are granted to use any of them without the prior permission of us and/or our licensors (as applicable).

Viruses, hacking and other offences

You must not misuse our website by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attack our website with a denial-of-service attack or a distributed denial-of-service attack. You must not attempt to gain unauthorised access to our website, the software that it uses, the server on which it is stored or any server, computer or database connected with our website. Any of the foregoing would be an offence under the Computer Misuse Act 1990. We reserve the right to report such offences and to co-operate with all relevant law enforcement bodies in relation to any investigation of such an offence (which may include us disclosing your identity to them).

Our Liability

To the extent permitted by the laws of England we and our group expressly exclude any liability:

- for direct, indirect and consequential loss or damage (including, loss of income, use, revenue, business, profits, contracts, anticipated savings, goodwill, wasted management or office time, data or corruption of data) however such loss or damage arises and whether incurred by you in connection with our website; the use, inability to use, failure to access, or results of the use of our website; your use of any sites linked to our website; and/or any materials or content posted on our website or a third party site.
- for any loss or damage which was not reasonably foreseeable by you or us.
- for the accuracy, suitability, quality or completeness of any information and the value and integrity of goods and services offered through our website.
- for any loss or damage caused by a distributed denial-of-service attack, viruses, malicious or other technologically harmful material that may infect your computer, equipment, programs, data or other proprietary material as a result of your use of our website or any site linked to or from it.
- arising from any reliance placed on content accessible on or via our website. Information provided by us does not constitute legal or professional advice (financial or otherwise) and shouldn't be relied upon without taking independent advice. You're wholly responsible for any decisions that you make as a result of information you read. You must not rely on information on our website when making any investment decision or a decision to buy financial services from any organisation.

To the extent permitted by the laws of England we don't provide warranties of any kind, including suggestions that our products and/or services will be of satisfactory quality, fit for purpose, compatible with equipment that you have, secure and/or accurate. We don't warrant that the information on our website is complete, accurate or that we've checked it.

You acknowledge that use of our website involves information being transmitted over public telecommunications networks which are inherently insecure. We make no representation or warranty that your use of our website, or the operation of it, will be uninterrupted, error, bug, or virus free and we accept no liability for effects of the same.

Nothing in these terms removes or limits our liability for fraud, death or personal injury caused by our negligence or for any liability which can't be limited or excluded by English law. If you're a consumer, these terms won't affect any of your statutory rights which you have and which cannot be excluded by these terms. For more information on your statutory rights, contact your local authority Trading Standards Department or Citizens Advice Bureau.

How do we gather and look after your information?

Information that we collect about you during your visits to our website and from your applications for products and services will be used and held by us in accordance with our [privacy policy](#). Please read this to ensure that you are fully aware of how we and our group use your information. When you provide us with information, you acknowledge and agree that we're entitled to treat this information as accurate and up-to-date.

Can you link to our website?

You may link to our website provided that you do so in a way that is fair and legal and also:

- link to but don't replicate the home page or other relevant page of our website.
- ensure that your website doesn't contain content that is distasteful, offensive, controversial, inciteful, illegal, infringes any rights of any third party, is detrimental in any way to the Powershop, npower and/or hometeam brands, or otherwise doesn't comply with applicable laws and regulations.
- don't remove, distort or otherwise alter the size or appearance of our logos.
- don't create a frame or any other browser or border around our website.
- don't imply in any way that we're endorsing products or services other than our own.
- don't misrepresent your relationship with us or present any false information about us.
- don't use any of our trademarks without our permission.
- don't link from a website that is not owned by you (unless you have the permission of the owner to do so).

We reserve the right to revoke the right to link to our website at any time without notice. You shall indemnify us for any loss or damage (including reputational damage) suffered by us and/or our group as a result of a breach by you of the conditions set out above in linking to our website.

Law

These terms and any dispute or claim that arises in relation to them will be governed by the laws of England. You agree to only bring legal actions about these terms against us in a court in England. We reserve the right to bring a claim against you in your country of residence or any other relevant country.

If any part of these terms is found to be illegal or unenforceable, this will not affect the validity or enforceability of the remainder of these terms.

What if we update our terms of use?

We do keep these terms under regular review and we reserve the right to change them so please do check each time you use our website. You'll be able to read about any updates on this page - as soon as they happen.

If we need to send any notices under these terms to you and you've given us your contact details, we'll do this by communicating them to you via phone, text message, electronic messaging, e-mail or mail. In all other cases you can read about them here.

What if I have a question?

Why not visit the [FAQ pages](#) on our website? If the answer you're looking for isn't there, you can always speak to us – just follow this link to [contact us!](#)