

05 JUN 2018



**Business
Solutions**

Kings Group Academies
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Our letter code: DP10518

24 May 2018

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Important changes to your contract as a result of changes to data protection (GDPR)

What do I need to know?

A new data protection law that will apply across the European Union (EU) is coming into effect on 25 May 2018 - the EU General Data Protection Regulation (GDPR). This new law is designed to bring together privacy laws across Europe and provides transparency rules for businesses processing customers' personal data. As a result of the new GDPR rules, we have updated our Privacy Notice and have had to make changes to some of the Terms and Conditions of your contract.

Our new Privacy Notice

Our new Privacy Notice can be found on our website at npower.com/privacy-policy-nbs. Please take the time to read our Privacy Notice so that you understand your rights, how we use your personal data and who we share it with. Our Privacy Notice will be updated from time to time so please check our website regularly to ensure that you are kept up to date with any future changes.

Changes to the Terms and Conditions of your contract

Further to our new Privacy Notice, the data protection provisions in our Conditions of Supply need to be updated to refer to our new Privacy Notice and these changes will vary.

If you are supplied under our npower Business Solutions Conditions of Supply, please refer to page 2 and this letter.

If you are supplied under our Conditions for Supplying Energy to Micro Business Consumers, please refer to page 3 of this letter.

Except as expressly set out in this letter, your contract shall continue in full force and effect on the terms upon which it was written.

Our data commitment to you

We are committed to processing your personal data fairly and in accordance with the requirements of data protection law so if you would like to update your personal details or contact preferences then please visit www.npower.com/consent-preference-nbs. If have any questions or would like further information please email us at nbs@npower.com.

Yours sincerely

Liz Rothwell
Head of Customer Services
npower Business Solutions

Phone calls: We may monitor and/or record calls for security, quality or training purposes. Call charges to numbers beginning with 0800 are set by your telecoms provider, calls may be free if you are calling from a business mobile or landline but this will depend on your contract. Please check with your operator for exact charges.

npower Business Solutions
2 Princes Way
Solihull
B91 3ES

npower and npower Business Solutions are the registered trademarks and trading names of
Npower Limited (Registered No. 3653277)
Npower Northern Limited (Registered No. 3432100)
Npower Commercial Gas Limited (Registered No. 3768856)
Your npower supply company is named on your contract
Registered Office: Windmill Hill Business Park, Whitehill Way, Swindon SN5 6PB

If you are supplied under our npower Business Solutions Conditions of Supply the following points apply:

Under **Condition 17.1** of our standard Conditions of Supply we are able to amend your contract to take account of a change in law by providing you with notice. This letter is providing you with notice that, in accordance with our obligations under Condition 17.1, the following change will be made with effect from 25 May 2018.

Condition 16 of your Conditions of Supply will be deleted and replaced with the following Condition:

"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 Regulation ("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."

Condition 8.1 shall be deleted and replaced with the following Condition:

"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. 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.

A new limb (o) of **Condition 8.3** shall be added as follows: "(o) the Customer has committed Energy theft".

The following sentence shall be added to the end of **Condition 8.4**: "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."

A new **Condition 11.20** shall be added as follows:

"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."

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If you're supplied under our Conditions for Supplying Energy to Micro Business Consumers the following points apply:

Under **Condition 22** of your Conditions of Supply we are able to amend your contract to take account of a change in law by providing you with notice. This letter is providing you with notice that, in accordance with our obligations under Condition 22, the following change will be made with effect from 25 May 2018.

Conditions 16 and 17 of your Conditions of Supply will be deleted and replaced with the following:

"16 Data Protection

16.1 The npower Business Solutions Privacy Notice sets out the way in which we use personal data supplied to us by you or which we legally receive from a third party in relation to you and our legal basis for such use. The npower Business Privacy Notice is subject to change and the current version is published at npower.com/Privacy-Policy-nBS.

17 Not used"

A new definition of personal data will be added to the Glossary as follows:

"personal data shall mean as defined in the EU General Data Protection Regulation"

Condition 8.2 shall be deleted and replaced with the following:

"8.2 If you intend to stop trading at any site or plan to leave a site you must give us 30 days' written notice. We can only accept your notice if you tell us:

- the date you plan to stop trading at the site or the date you will move out;
- your new address and contact details; and
- whether you want us to de-energise the site (for which you will need to pay a fee).

To avoid doubt, you will continue to be responsible for paying all charges that relate to the site under your contract until the landlord or new owner or occupier takes over responsibility for the supply or until we de-energise the site. You should take meter readings on the day you leave the site and give them to us so we can give you a more accurate bill. We will have no liability to you for any delay in moving to a new supplier while we confirm the information you must give us under this condition. Where there is a change of occupancy or ownership of the site you shall use reasonable endeavours to provide us with details of the new owner and/or occupier of the sites to the extent you are legally able to do so."

Conditions 26.7 to 26.15 shall be deleted and replaced with the following:

"Where you are a landlord of premises in profile class 01-04 and those premises have a smart meter we will only be able to settle those premises on a NHH basis to remain compliant with the terms of our supply licence and data protection laws. If you do not tell us that we are supplying such premises you must reimburse us for any fines, costs, losses or penalties we suffer as a result of not having complied with the relevant licence obligations or as a result of us breaching data protection laws."

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