

## 'SUNSHINE TARIFF PROJECT'

### ADDENDUM TERMS AND CONDITIONS

#### 1. THE BASIC INFORMATION AND DEFINITIONS

1.1. Our supply offer to you is made up of three documents, which together form the **Contract**:

1.1.1. your **Agreement Letter** (as amended from time to time by mutual consent of the parties) which contains all of the main commercial information specific to you. References to Agreement Letter include any attachments or schedules; and

1.1.2. the **Standard Terms and Conditions**, which contain all other rights, obligations and provisions relating to your Supply.

1.1.3. the **Sunshine Tariff Addendum Terms and Conditions** (i.e. this document), which contains all additional rights and obligations in relation only to the Sunshine Tariff Project.

1.2. The following additional defined terms will be used in the Contract:

**"Data Protection Legislation"**, means all legislation and regulations relating to the protection of Personal Data including, without limitation, the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and the EU Data Protection Directive, as amended from time to time, and all other applicable privacy and data protection laws and regulations, as well as any guidance and/or codes of practice issued from time to time by the UK Information Commissioner relating to the processing of Personal Data or privacy. The terms "Data Controller", "Data Processor", "Data Subject", "Personal Data" and "process" shall have the same meaning as set forth in the Data Protection Act 1998.

**"Evolution Tariff"**, also known as the "Winter Tariff" is the tariff that customers are offered if they join the Project between 1 December 2015 and 31 March 2016.

**"Sunshine Tariff"**, also known as the "Summer Tariff" is the tariff that customers who sign up to the trial will be offered during the period between 1 April and 30 September 2016. For more details on the Sunshine Tariff please see the project website: [www.wren.uk.com/sunshine](http://www.wren.uk.com/sunshine).

**"Sunshine Tariff Project"**, also known as the 'Trial' is a Networks Innovation Allowance scheme (NIA) project, which is carried out for research and development purposes only and is overseen by Ofgem.

**"Tempus Standard Tariff"** is the tariff customers will automatically be placed on once the trial ends, i.e. from 1 October 2015 if they do not switch to another supplier or another Tempus tariff that is proposed at the time.

**"Tempus Flexible Tariff"**, also known as the "Revolution Tariff", is the tariff that customers may be eligible to join after the end of the trial.

**“Trial Customer”**, means a customer that has signed up to the Sunshine Tariff Project.

For all other definitions please see the Standard Terms and Conditions.

## **2. DURATION OF PROJECT**

- 2.1. The trial will commence on 1 April 2016 and end on 30 September 2016.
- 2.2. Two weeks before the last day of the trial (i.e. by 16 September 2016) you will be notified that the trial is due to end. At the end of the trial Tempus will assess your eligibility for the Tempus Flexible Tariff which you may choose to enter or alternatively to switch supplier. In the event that you are not eligible for the Tempus Flexible Tariff you will be placed onto one of Tempus’ standard tariffs, the terms of which shall be notified to you in advance, for a period of not less than six weeks while you identify a more suitable alternative supplier.
- 2.3. You retain the right to leave the trial at any point at no cost whatsoever. If you leave the trial before the end date you will be automatically placed on the Tempus Standard Tariff and you will be free to switch to another supplier.

## **3. TRIAL TARIFFS**

- 3.1. The tariffs as part of the trial are made up of a ‘Winter Tariff’ (Evolution Tariff) and a ‘Summer Tariff’.
- 3.2. Customers when joining the trial between 1 December 2015 and 31 March 2015 will be placed on the Winter Tariff. From 1 April 2016 to 30 September 2016 trial customers will be moved onto the Summer Tariff. Customers joining from 1 April 2016 will also automatically be placed onto the Summer Tariff.
- 3.3. Customers on the Summer Tariff will be charged 5p per kilowatt-hour during the hours of 10:00 and 16:00, and 18p per kilowatt-hour during the hours of 16:00 to 10:00.
- 3.4. Customers, when joining the trial have the option of choosing between the following groups:
  - 3.4.1. Group 1: customers in Group 1 will receive only tips at the start of the trial.
  - 3.4.2. Group 2: customers in Group 2 will receive tips at the start of the trial and throughout the trial.
  - 3.4.3. Group 3: customers who own an immersion heater will be eligible to join Group 3 and will have a timer connected to their immersion heaters, which will be controlled remotely by Tempus.
  - 3.4.4. Group 4: customers who in addition to owning an immersion heater (which like in Group 3 will be controlled remotely) have additional flexibility and consent to giving control of this flexibility through other electric devices, such as heat pumps, air conditioning and electric vehicle charging to Tempus for automation will be eligible to join Group 4. Tempus will assess potential customers eligibility to join this Group based on their flexibility.

#### **4. DATA PROTECTION**

- 4.1. Tempus takes its customers' data security extremely seriously and is fully compliant with all Data Protection Legislation. We are committed to keeping your information secure and keep our systems under constant review. As the Sunshine Trial is an innovation and research project to benefit customers and the Wadebridge community, customers' data is extremely important for analytical purposes. By agreeing to the terms and conditions of this project, you are agreeing to share your data with the project team. Please see our Standard Terms and Conditions for more detail on how Tempus manages your consumption data.
- 4.2. Ofgem, the UK electricity and gas regulator, has reviewed and approved the access and reasons for the data for each of the project partners.