



TERMS AND CONDITIONS

Standard Terms and Conditions These are our terms and conditions for supplying gas or electricity (or both) to your property. They form a contract between Green Network Energy Ltd, Registered Office, New Kings Court Tollgate Chandler's Ford, Eastleigh, SO53 3LG and you as a domestic customer for the supply of energy to your premises.

Definitions

Agent: any person appointed by you or us to read, provide and/or maintain metering equipment or as a meter operator, data collector, data aggregator, meter asset provider or meter asset manager.

Charges: our charges for supplying energy that may apply.

Contract: means the contract under which we supply energy to the premises and includes a deemed contract unless otherwise specified, which shall include your tariff information.

Deemed Contract: means a contract that exists between you and us if you are taking a supply at a property under paragraph 8 of Schedule 2B of the Gas Act 1986, and/or paragraph 3 of Schedule 6 of the Electricity Act 1989, as appropriate.

Energy: the gas or electricity (or both) being supplied under this contract.

Evergreen Tariff: the 'default' tariff having variable prices that can go up and down with the market.

Fixed term period: the period of time for which you must stay on the tariff you have signed up to if you want to avoid incurring a termination fee.

Meter: the meters and equipment for measuring and providing information on the gas and electricity you use.

Gas transporter: a company licensed as a gas transporter to deliver gas through pipes to the property.

Network operator: the company licensed as a network operator to deliver electricity through its electricity distribution network to the property and run this network for your area.

Ofgem: the Office of Gas and Electricity Markets, who regulate the gas and electricity markets in Great Britain, or any regulatory organization which replaces it.

Premises or property: the address at which you have requested us to provide you with the agreed service(s).

Security deposit: an amount of money you must pay as a security charge for us to supply gas or electricity (or both) to you.

Statement of renewal terms: the letter we will send you shortly before a fixed term period is due to end explaining that you need to consider your options.

Supply: providing at the property a supply of gas or electricity (or both) that you use completely or mainly for domestic purposes and supplier means the company providing you with that supply.

Tariff: the key terms relating to the supply of gas or electricity (or both) you have agreed to buy from us as specified in the tariff guide.

Termination fee: the fee that you agree to pay if your contract ends before the end of an applicable fixed term period.

Working day: Any day except Saturday, Sunday and bank holidays. Bank holidays are decided by the country your property's in – that is, England, Wales or Scotland.

'We', 'Us', 'Our' – Green Network Energy Ltd, Registered Office, New Kings Court Tollgate Chandler's Ford, Eastleigh, SO53 3LG, company number 09523066.

1. Your contract with us

1.1 Your contract will start:

- a. when you accept it on the phone; or
- b. when you sign it; or
- c. when you send in an online application (either direct or through an agent).

1.2 If you didn't enter a contract with us in any of the ways described above (in clause 1.1), we'll begin treating you as if you have accepted these terms and conditions when:

- a. you move into your property;
- b. your tenants move out of your property (if you're the landlord); or
- c. you become responsible for your property.

1.3 You confirm that you are, or will be by the supply start date, either the owner of the premises or you are living in and are responsible for the energy account. You also confirm that you are over 18.

1.4 You confirm that the property is connected to mains electricity and/or gas (or will be by the supply start date when we start to supply you) and will be used for domestic purposes

1.5 Our responsibility to supply your premises with electricity or gas (or both) for domestic purposes for the period of the contract between us, provided that we are able to accept your contract and transfer your supply to us, begins on the supply start date (see 2.1).

1.6 If you have a contract with us (as described in clause 1.1), you have 14 days from the day after your contract was made to tell us that you want to cancel it. That 14 day period is called the 'cooling off' period. You may cancel during this period by contacting customer services on 0800 520 02 02 or care@greennetworkenergy.co.uk

1.7 You also agree that we may, at our discretion, undertake a search with a Credit Referencing Agency (CRA) for the purposes of verifying your identity and performing a credit check. To do so the CRA may check the details you supply against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained. As a condition of the contract we may either request a security deposit from you or fit a different type of meter.

2. Supply start date

2.1 If we do not already supply the property, we'll begin the supply as soon as possible after you sign-up and we'll let you know when we expect this to happen. This will usually be within 21 days from the day after your right to cancel the contract ends under clause 1.6 above, unless you ask us to start making the supply at a later date. This date may change or we may be unable to supply you for reasons outside our control, such as your previous supplier objecting the switch, or you doing something that prevents us from taking over the supply. Of course, if we already supply the property, we will continue to do so.

2.2 You should provide us with a meter reading for electricity or gas (or both) on the day we start to supply you, this will allow us to start your account with an up to date and correct meter reading. If you don't provide us with a meter reading, you agree to allow us to read your meter. If we can't do it, we'll estimate your meter reading when we start to supply gas or electricity.

2.3 If we already supply the property and you have moved in but not contacted us, your Deemed Contract will commence on your move in date.

3. Payment and Billing

If you don't pay as agreed, your charges may change. Please see clauses 3.7, 7.1, 10 and 12 for further details about our charges.

3.1 Your charges will consist of two elements: a standing charge (fixed amount per day); and a unit rate (calculated in pence per kilowatt hour), which reflects how much energy you use. You can find our up to date tariff information as part of your Welcome Pack or by visiting our website www.greennetworkenergy.co.uk

3.2 The default Payment Method for our tariffs is by Direct Debit. You acknowledge that if you sign up to a contract, you are requesting to pay by this payment method. With Fixed Direct Debit:

- a.** We use the data we receive about your usage - for example, the information you provide when you sign up or your meter readings, to estimate how much energy you will use over a year and then divide it into 12 equal payments.
- b.** You know how much you'll be paying each month and we schedule your payments to coincide on or around the anniversary of when we started to supply you. So if we started to supply you on the 5th of January then your payments will be on or just after the 5th of every month.
- c.** As your consumption will vary throughout the year, there will be times when you will be in credit and times when you will be in debit relative to your latest bill, however it should balance out by your anniversary date to cover your full year energy costs.
- d.** We aim to review your Fixed Direct Debit at least twice a year, to make sure you are paying enough to cover the energy you use, or offer to reduce your Direct Debit if it's too high. We will not reduce your Direct Debit payments unless we have up to date meter readings for your account.
- e.** If over time it looks like you're overpaying versus the expected full year energy costs then we will reduce your monthly Direct Debit amount to take account for this, aiming to get your account back on track by the anniversary of the start date.
- f.** If it looks like you're underpaying and there is a debt building up on your account, we may, in discussion with you, increase your monthly Direct Debit amount in order to pay off the debt and more accurately reflect your usage.
- g.** For additional piece of mind, Direct Debit payments are backed by the Direct Debit Guarantee, which sets out the rules we have to work by when managing your Direct Debit

3.3 You may dispute an invoice at any time. As a Direct Debit customer, if you believe your bill is incorrect you

agree to contact us before the Direct Debit is taken from your bank account.

3.4 If you're having difficulties paying your bill then please contact us as soon as possible so we can find a way to help you, in line with our codes of practice. For example, we can arrange a repayment plan to help you paying your bills, according to your circumstances.

3.5 If you owe us money (even if it's under a different contract from this one), we can move money from your other contracts or accounts. For example, we could pay off your debt to us by using:

- a. money that we owe you;
- b. a deposit that you've paid; or
- c. money that you've paid under another account with us, even if that account's for a different property.

3.6 If you don't pay the bill then our customer services team can offer advice on a number of payment options including:

- a. a short-term payment deferment
- b. agreeing a debt repayment plan as instalments
- c. agreeing a regular instalment plan for future bills
- d. if you're on certain means-tested benefits, arranging for payment to be deducted automatically from your benefits through the Fuel Direct Scheme.
- e. If you need help managing your energy usage, or if you're struggling to pay for your energy, we may agree to the installation of a Prepayment meter to replace your standard credit meter. We'll help you decide if it's the right option for you.
- f. Very rarely and only if it is necessary and safe we may obtain a warrant to enter the property and fit a prepayment/ Pay-As-You-Go meter.
- g. If we are unable to make contact or agree a way to recover any debt we may pass your details on to a debt collection agency.
- h. If all of the above fails and we still have not received payment then as a last resort we may be forced to disconnect your supply. However we will never disconnect a supply during winter (October to March) if the person living there is of pensionable age and lives alone or is of pensionable age and lives with other people who are all of pensionable age or under the age of 18.

3.7 If you don't pay all the bill or a part of it we can start charging interest. The yearly interest rate will be 8% more than Barclays Bank's base rate. We can start charging interest 28 days after we sent you the bill that you didn't pay.

3.8 We reserve the right to charge you a fair and reasonable proportion of any sales tax, duty or levy (such as VAT) imposed upon us as your supplier (except for

taxes on our own income or profits) and to change our prices to reflect any changes in them.

3.9 If you don't give us an up-to-date meter reading and the meter isn't read by the representative agents, we will bill you on the basis of estimated consumption.

4. Moving Home

4.1 If you are moving house you must tell us at least 2 working days before the day you move. If you do this your contract will end on the date that you move out. If you do not do this, this contract will continue until 2 working days after you advise us you are no longer responsible for the energy account at the property or when we are notified of another owner or occupier taking over the property or becoming responsible for the energy account.

4.2 You must also give us a final meter reading for the day you moved out for us to calculate your final bill. We will endeavour to send your final bill within six weeks.

4.3 For details around moving home during a fixed term period please see 7.2 below.

5. Changing supplier

5.1 If you're switching away, you don't need to tell us yourself - your new supplier will contact us to cancel your contract on your behalf under Ofgem rules.

5.2 You have to pay for all the gas and electricity you use until the end of your contract with us. You also have to pay any other money you owe us, as explained in this contract. If you fail to pay us for any money owed, we can object to you switching to another supplier.

5.3 If we decide to stop you switching to another supplier (for the reasons given in clause 5.2), we'll write to you as soon as we can to explain why. We'll also say how you can disagree with the reasons for our decision, and what we can do to resolve the situation.

5.4 If you have a prepayment meter and you're switching for any reason, we can block the switch if you owe us more than £500 unless your new supplier agrees to take on the debt or if you pay us within 30 working days of receiving notice that we've blocked your transfer.

6. Our rights under the contract

6.1 We can end this contract immediately if:

- a. you break any of the contract's terms or conditions and we think it's serious (for example, if you've tampered with your meter);
- b. you failed to keep to an agreed repayment plan;

- c. we lose our licence to supply your property;
- d. Ofgem tells another company to supply your gas or electricity;
- e. you've started getting gas or electricity from another supplier; or
- f. we've cut off your gas or electricity because you don't need it anymore.

7. Contracts with a fixed term period

7.1 If your contract with us has a fixed term period and you terminate the contract before this period has expired, you may have to pay a termination fee. We won't extend the duration of any period of time for which you must stay on the tariff you have signed up to without your agreement.

7.2 If you terminate the contract during a fixed term period because you are moving home you may be required to pay a termination fee. We will agree to waive termination fee in certain circumstances, however this must be agreed between you and us prior to your home move and in all cases would require you to register your new property with us within an agreed period of time.

7.3 If your fixed term contract is ending we will send you a statement of renewal terms between 49 and 42 days before the fixed term period of the contract is due to end which will include information about your new prices and options to switch to a different tariff or a new supplier.

7.4 If you have a contract with a fixed term period and you choose a new tariff with a fixed-term period no more than 49 days before your existing fixed term period has expired you will be subject to the terms of the existing tariff until the new tariff comes into effect.

7.5 If you reach the end of a fixed-term contract and you don't change supplier, move to a new tariff or agree a further fixed-term contract we will move you on to our cheapest evergreen tariff.

7.6 If Ofgem gives a "Last Resort Supply Direction" to a gas or electricity supplier other than us in relation to your premises, this contract will end automatically in relation to the fuel specified in the relevant "Last Resort Supply Direction".

8. Metering Equipment and Agents

8.1 Under normal circumstances we provide any equipment necessary to provide our service(s) and appoint suitable agent(s). All equipment will remain the property of us or our agents. On delivery or installation, you are responsible for keeping any equipment safe and in good order. You must not modify it in any way.

8.2 As our customer, you have the right to provide your own equipment and/or appoint your own agent(s). If you wish to do this, you must give us at least 20 days' notice and the arrangements must be acceptable to us and agreed to in writing. In addition, you are then responsible to us for any loss we incur as a result of those arrangements.

8.3 If you ask us to check your meter for accuracy you must give us 14 days written notice and we will arrange to have the meter tested. If the meter is found to be working correctly within acceptable industry limits you must pay for the test. If the meter is found to be inaccurate we will pay for the test and the cost of replacing or repairing the equipment. In this case we will also recalculate your bills and make any adjustment we reasonably consider appropriate to reflect any meter inaccuracy discovered.

9. Access

9.1 You agree to give us, our agents, the gas transporter and the network operator (whichever applies) safe access to your property and the meter in the following circumstances:

- a. at all reasonable times for any reason that relates to your gas or electricity supply or the meter in order to enforce our rights and carry out our obligations under the contract;
- b. at all reasonable times after this contract ends to collect equipment that belongs to us; and
- c. at any time in an emergency.

9.2 You must provide unobstructed access to the meter for meter reading and maintenance or removal. If we need to relocate the meter for any reason, we may charge you for the related costs unless you are eligible for this work to be done free of charge.

9.3 We are bound by Guaranteed Standards of Performance when we arrange to visit your property. Details can be found on our website www.greennetworkenergy.co.uk

10. Changes to the Contract

10.1 Subject to clause 10.2, 10.3, 10.4 and the terms specified in the tariff information with your Welcome pack, we can change the terms of this contract and our prices.

10.2 If you want to change the terms of the contract and we agree to the change we will confirm the arrangements to you in writing within 5 working days from the changes taking effect or as soon as reasonably practical thereafter.

10.3 If your contract has a fixed term period we may not change the terms and conditions of this contract prior to the end of the fixed term period unless: the change is not

to your disadvantage, the information you have given us is incomplete or incorrect, or there is an increase in VAT payable.

10.4 If we make changes to this contract that are disadvantageous to you, we will give you 30 days' notice to let you know about the changes. If you do not agree with the changes, you can switch to another supplier or start a new contract with us, both without a Termination Fee. This doesn't apply if we change your Payment Method in accordance with this contract or if you automatically move onto our Evergreen tariff in accordance with this contract. If we hear from your new supplier within 20 Working Days after the change takes effect, or if you enter into a new contract with us in the same period, we'll keep your prices the same until you switch or start the new contract (as applicable).

10.5 If we intend to prevent the transfer because you owe us money, we will write and tell you. If the debt is repaid within 30 working days of you receiving this letter, we will allow the transfer to go ahead and the price rise or change will not apply to you.

10.6 If the changes to the contract are required or necessary because of changes to the industry agreements under which we operate or changes imposed by any governmental or regulatory body or authority (eg OFGEM), the changes will come into effect on the day of notification.

11. Security Deposits

11.1 We could ask you to pay a security deposit before we begin to process your switch from another supplier and/or begin your supply. Your contract with us won't come into effect until we have received the security deposit in full. We could refuse to start the supply until the security deposit is paid. If the start date of your supply is delayed because you have not paid the security deposit, we aren't responsible for any charges you have to pay your old supplier.

11.2 If you miss any payments while the security deposit is being held by us, we could, at our discretion, use this to offset debt and request a further deposit.

11.3 The amount of security deposit we could ask for will depend on your individual circumstances but will normally be equal to two months predicted supply costs.

11.4 The security deposit will be returned to you at the end of twelve months if you do not miss any payments when they are due.

12. Other Charges

12.1 In addition to our standard charges for supplying you we may also charge you for other reasonable costs. These include:

- a.** costs to visit your property to disconnect or reconnect your supply;
- b.** costs to repair a damaged meter;
- e.** costs in recovering money you owe us. This may include administration costs and the costs of visiting your property or obtaining a warrant of entry;
- f.** the value of any energy used which has not been charged for by us as a result of interference with a meter;
- g.** where you fail to keep an agreed appointment with us or our agents without giving us twenty four (24) hours' notice;
- h.** if you fail to respond to our attempts to contact you and we have to visit your property;
- i.** administration costs arising from payment failures, such as returned cheques or cancelled Direct Debits;
- l.** if you ask us to upgrade your supply arrangements or if we are required to do so.

Please see our Energy Charges list:

www.greennetworkenergy.co.uk for further details of our charges.

13. Safety and Emergencies

13.1 In certain circumstances your supply may be interrupted. For example:

- a.** to avoid danger to persons or property; or
- b.** if it is unlawful to continue your supply; or
- c.** if maintenance to the local distribution system(s) is required.

13.2 We are not responsible for any losses incurred should we need to suspend your supply in an emergency or for safety reasons.

13.3 If you believe that your meter or any other metering equipment may be damaged, you must let us know at once.

13.4 If there is a major emergency affecting a network operator or a gas transporter and the government gives a direction under the Fuel Security Code we may recover from you a reasonable proportion of the additional costs suffered by us as a result of the direction.

13.5 This contract doesn't exclude any liability that we aren't allowed to exclude by law.

13.6 Our liability (including for negligence and breach of statutory duty) is limited to £10,000 for each unconnected event that we're directly responsible for, or £10,000

in total for any connected series of events that we're directly responsible for, and which has caused you loss or damage.

13.7 We aren't liable for any loss or damage (including negligence and breach of statutory duty) that we couldn't reasonably have expected would result from breach of this contract at the time you entered into it.

13.8 If we're liable for a loss caused by a gas transporter or electricity distributor, our liability (including for negligence and breach of statutory duty) is limited to the amount we're entitled to recover from them on your behalf.

13.9 If we're required or entitled to take action under our gas supply license, electricity supply license or any other rules that are binding on us, we won't be in breach of this contract.

14. Complaints and impartial advice

14.1 If we realise we've made a mistake we'll get in touch to tell you.

14.2 If you have a complaint, we're really sorry you're not happy. We have a dedicated complaints policy which you can view [here]. We want to sort things out for you quickly, so please contact us by:

- a. Logging into your account and sending us a message
- b. Phoning us on 0207 520 02 02
- c. Emailing us at complaints@greennetworkenergy.co.uk
- d. Writing to us at Green Network Energy, Po Box 73948, London, EC4P 4HQ addressing it to the Complaints Department

14.3 To resolve your complaint we will:

- a. Give you an explanation about what went wrong. Do everything to put things right, typically within 10 working days but we will contact you if it is likely to take longer
- b. Apologise if we have made a mistake
- c. Offer compensation if it's appropriate.

14.4 If you're still not happy with the resolution then we'll get another member of the team, for example a Team Leader, to undertake a full review of your case and continue to work to try to get you a resolution you're happy with.

14.5 If this fails then you'll receive what is called a 'Final Response' (also known as a Deadlock Letter). This indicates that we haven't been able to come to a mutually agreeable outcome, however we will do as much as we can to avoid this situation.

14.6 In the letter, we'll recap what's happened, what we've done to resolve your problem and give you contact details for the Energy Ombudsman should you wish to take it further.

14.7 If after 56 days (8 weeks) you are still unhappy with our resolution or the case has reached a Deadlock situation prior to this, then you can take your case to the Energy Ombudsman.

14.8 Further information can be found in our complaints policy available at greennetworkenergy.co.uk or by contacting customer services.

14.9 At any stage in the process you can access free, impartial energy advice from the Citizens Advice Bureau. They can also help with other energy related matters including getting help paying your energy bills, choosing between tariffs and comparing energy suppliers. They can be contacted by calling:

03444 111 444 in England
03444 77 20 20 in Wales
03454 04 05 06 in Scotland

15. Using personal information

We both agree that we can use your personal data in accordance with our Privacy Policy, which you can find here.

16. Emergencies and safety

16.1 If you have a gas emergency, you must report it on 0800 111 999.

16.2 If you have an electricity emergency, you must report it to your local electricity distributor – their contact details are here.

16.3 If you have an emergency meter issue outside of our opening times, contact our meter experts Lowri Beck on 0844 245 2147. They're open for emergency calls between 9am and 5pm on Sundays and bank holidays.

16.4 You mustn't use the supply in any way that endangers people or property, or that could interrupt the gas supply of any other property.

16.5 We can restrict the supply if we think you are using it in a way that is unsafe or if we are required to by any legal or other requirement that is binding on us.

17. Other conditions

17.1 We can transfer any of our rights or obligations under

this contract without your permission.

17.2 You must not transfer your rights or obligations under this contract without our permission.

17.3 If we need to serve a notice on you in connection with this contract, we will use the postal address and email address you have given us most recently.

17.4 If we post a notice to you in connection with this contract, it will be assumed to have been delivered two working days after it was posted.

17.5 If we send a notice to you by hand or by email, it will be assumed to have been delivered immediately when it was delivered or sent to the most recent address we have for you (as applicable).

17.6 The terms and conditions set out in this contract, and any documents explicitly referred to in them, are the entire contract between you and us.

17.7 Nothing in this contract affects our legal rights or powers. Nothing in this contract affects any of your statutory rights that can't be excluded by law.

17.8 If any part of this contract is void or unenforceable, the rest of the contract will be unaffected.

17.9 This contract is governed by the laws of England and Wales if your property is in England or Wales, and in Scotland if your property is in Scotland. If there is any dispute between us (including non-contractual disputes or claims), it will be dealt with by the courts of England and Wales if your property is in England or Wales and by the courts of Scotland if your property is in Scotland.

17.10 You can view our codes of practice on our website.

These include information on Paying for your Energy, Gas Safety, Guaranteed Standards of Performance, Vulnerable Customers, Complaints and Treating Customers Fairly.

18. National Terms of Connection

18.1 If we supply you with electricity under this contract, you are also entering into a standard connection agreement for your electricity with your local electricity network operator. There is no similar agreement for gas.

18.2 We are acting on behalf of your network operator to make an agreement with you. The agreement is that you and your network operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that you enter into this contract and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which your network operator delivers electricity to, or accepts electricity from, your home. If you want a copy of the NTC or have any questions about it, please write to:

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