



# **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 part of the contract between us, Green Network Energy Ltd and you, our domestic customer.

### Definitions

**Contract:** means the contract (including a deemed contract) between you and us under which we supply energy to your property. The terms of our contract include these terms and conditions and any provisions in other documents expressly referred to in these terms and conditions.

**Deemed contract:** means a contract that you have not actively agreed with us but which exists between you and us automatically because we are supplying energy to a property of which you have become owner or occupier. This gives you certain rights because of Government legislation and the licence that permits us to supply energy to you (see Standard Conditions of the Gas and Electricity Supply Licence Deemed contract in Definition (Condition 1)). You could be on a deemed contract if, for example, you've moved into a property where we already supply the energy, or you've taken responsibility for the energy there from someone else.

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

**Fixed term tariff:** a tariff with rates that are agreed for a fixed term period. You must stay on the tariff you have signed up to for the fixed term period if you want to avoid incurring a termination fee.

**Green Network Energy:** Green Network Energy Ltd. Our registered office is New Kings Court, Tollgate, Chandler's Ford, Eastleigh, SO53 3LG and company number is 09523066.

**In-home display unit:** the display unit accompanying a smart meter that is situated inside the property, wirelessly communicates with the smart meter and that lets you see how much energy you're using and when.

**Meter:** the meters and equipment for measuring and providing information on the energy you use and includes a smart meter.

**Prepayment meter:** a meter that requires payments for energy in advance through regular meter credit top ups by the customer, often referred to as a 'prepayment' or 'pay as you go' meter (and may include a smart meter in prepayment mode).

**Prepayment tariff:** our tariff that is applicable to customers

with prepayment meters, with prices that can go up and down with the market. It is a continuous tariff with no end date. Details of our current prepayment tariff are available on our website at [www.greennetworkenergy.co.uk](http://www.greennetworkenergy.co.uk).

**Premises or property:** an address to which we supply energy.

**Smart meter:** a meter that can be read by an energy supplier remotely without coming to your property. It is accompanied by an in-home display unit. Smart meters may be operated in standard credit mode or prepayment mode.

**Smart meter capability:** the operating state of a smart meter in which it has full functionality, including a functioning communications link with the energy supplier that enables the supplier to take readings remotely.

**Standard Supply Licence:** The document that regulates supplier's activities including consumer rights regarding contracts, billing and sales.

**Standard variable tariff:** our 'default' standard variable tariff, with prices that can go up and down with the market. It is a continuous tariff with no end date. Details of our current standard variable tariff are available on our website at [www.greennetworkenergy.co.uk](http://www.greennetworkenergy.co.uk).

**Supply:** the sale by us to you of energy via gas or an electricity distribution networks.

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

**Welcome pack:** the 'welcome pack letter' we'll send to you (by email or post) when you sign up to supply with us, or the 'change of agreement letter' we'll send to you (by email or post) if you change to a new tariff with us, in each case setting out details of your tariff.

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

## 1. About your contract with us

**1.1** Except in the case of a deemed contract, your contract with us will start on the earlier of:

- a. when you accept it on the phone; or
- b. if applying online, when you click to agree that you accept these terms and conditions.

**1.2** A deemed contract with us will start when:

- a. you move into the property (if you are a tenant or if you own and occupy the property);
- b. your tenants move out of the property (if you're the landlord) ; or
- c. you otherwise become responsible for the property; and (in each case) you start taking a supply from us.

**1.3** You confirm that you are, or will be by the supply start date (as defined in clause 2), either the owner or occupier of the property or 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** If you agree a contract with us (as described in clause 1.1), you have 14 days from the day after your contract started 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 with no charge by contacting customer services at <https://www.greennetworkenergy.co.uk/contact-us/>.

## 2. Supply start date

**2.1** If we do not already supply the property, we'll let you know when we expect this to happen. This will usually be within 21 days from the day we register you on our systems. This date may change or we may be unable to supply you for reasons outside our control, such as your previous supplier objecting to 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, an opening read, for electricity or gas (or both) on the day we start to supply you or no later than 5 calendar days after 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, you agree to allow us to read your meter or use an estimate provided to us by a third party based on your meter history as your opening read.

**2.3** If you move into a property that we already supply then your supply start date under your deemed contract will be the date you move in or the date you became legally responsible for the property. You should provide us with a meter reading for electricity or gas (or both) on the date you move in or that you became legally responsible for the property. This will allow us to start your account with an up-to-date and correct meter reading. If you don't, you agree to allow us to read your meter or use an estimated meter reading based on your meter history and other

data.

**2.4** If you have a prepayment meter located on your property when switching suppliers to us, payment devices will be sent out to the supply address approximately three days before your supply start date.

## 3. Credit checks

**3.1** Before we enter into the contract with you and during your contract with us, we look at any information we have, and we may share your personal information with a credit reference agency. We do this to verify your identity and to see if you might have problems paying your bills on time. The credit reference agency 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

**3.2** Depending on the results of the credit check, we might ask you to:

- a. pay in a particular way, for instance by fixed monthly direct debit;
- b. pay a security deposit (see clause 4); or
- c. pay by prepayment meter. To do this we might have to change your meter, and your choice of tariffs may be restricted. You may not be eligible for discounts.

## 4. Security deposits

**4.1** We may 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 may 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 must pay to your old supplier.

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

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

**4.4** 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.

## 5. Your tariff and charges

**5.1** You are responsible for paying us for the supply until your contract ends and also paying any charges or debts you have accrued which remain outstanding after your contract ends, that have not been taken on by your new supplier.

**5.2** When you agree a contract with us, we'll agree a tariff with you at the same time. Then we'll send a welcome pack with all the details. Our latest list of tariffs for new contracts is available on our website at [www.greennetworkenergy.co.uk](http://www.greennetworkenergy.co.uk).

**5.3** If you switch to us you will be on the fixed term tariff, standard variable tariff or prepayment tariff that you chose. If you're on a deemed contract, you'll be on our standard variable tariff by default, or our prepayment tariff if your property has a prepayment meter installed.

**5.4** While you're in a contract with us, you can switch to another tariff (or supplier) whenever you want. But if you are on a fixed term tariff and you switch supplier or tariff before the end of the fixed term period, we may charge you a termination fee (see clause 10). Your welcome pack will tell you about this.

**5.5** Your charges will usually 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 your up-to-date tariff information in your welcome pack or by visiting our website [www.greennetworkenergy.co.uk](http://www.greennetworkenergy.co.uk).

**5.6** We will ask you to provide meter readings on the date that we start to supply you with energy and at regular intervals during our supplying you with energy to ensure you are billed accurately. You need to provide meter readings at least twice per year to help make sure your bills are accurate. If you do not provide meter readings, we will use estimated meter readings.

**5.7** If you don't give us a meter reading you agree to allow us (or our representative agents) to read your meter. In any case, we aim to read your meter twice per year.

**5.8** We'll add any applicable UK taxes (such as VAT) to our charges at the relevant rate (currently 5% VAT for energy usage, 20% VAT for any other charges).

**5.9** We may also charge you for reasonable costs we incur in addition to the standing charges and unit rates set out in our tariffs for supply. In particular, we may charge you for the following additional costs:

- a. the costs of visiting your property to disconnect or reconnect your supply. We might charge for this if you ask us to do it, or if the reason for doing it is your fault (for example, if you've damaged the meter).
- b. the costs of any agreed visit to your property if for any reason you fail to keep the agreed appointment with us or our agents without giving us three working days' notice
- c. the costs of visiting your property where you failed to respond to our attempts to contact you.
- d. the costs of inspecting or working on your meter if you ask us to but there's no problem with it (see clause 14.3).
- e. costs arising from you interfering or tampering with your meter, or stealing energy.
- f. if you have a prepayment meter, the cost of replacing lost or damaged payment devices.
- g. If you have a smart meter, the cost of replacing a lost or damaged in-home display.
- h. if you have a prepayment meter, the costs of any energy used but not paid for at one of the listed retailers if it is found an illegal top up has been made on your payment device.
- i. any additional administration costs arising from payment failures, such as returned cheques or cancelled direct debits.
- j. costs we incur in recovering money you owe us. These costs include reasonable administration costs, as well as, for example, the cost of trying to contact you, visiting you, getting a warrant to enter your property and installing a prepayment meter.

## 6. Billing and payments

**6.1** If you have a prepayment meter your billing and payment method will be in accordance with clauses 6.4 to 6.6.

**6.2** If you have a standard credit meter the billing and payment methods available are:

- a. direct debit, which means paying for your supply in advance each month by direct debit, where we set the amount of your direct debit, based on the information provided during registration and/or information we have about the historic supply to the meter. See clauses 6.7 to 6.16 below for details.
- b. standard credit, which means paying in arrears on receipt of bill. See clauses 6.17 to 6.18 below for details.

**6.3** By signing up to or switching to one of our fixed terms tariffs or standard variable tariff for standard credit meters, or being under a deemed contract with a standard credit meter, you are agreeing by default to pay by direct debit unless you choose and we agree to a different payment method.

## Paying in advance through a prepayment meter

**6.4** If you have a prepayment meter you must top up your meter in advance in order to receive the supply, and we'll deduct charges for the supply from the amount you top up, so we do not send you bills. However, we will send you an annual summary which will show your yearly usage. The annual summary will be issued shortly after the anniversary of the account starting. The annual summary will be calculated in either of the following ways:

- a. actual readings (if available) from the payment top-ups made from time to time; or
- b. an estimate if no readings received through payment top-ups.
- c. If you have a prepayment meter you can only use the devices provided by us (or our agents) to top up the meters.
- d. For more information on paying through a prepayment meter and keeping your meter topped up, go to <http://bit.ly/2w0IAeA>.

## Paying by direct debit

**6.5** You will pay monthly by direct debit an amount that will be based on the amount of energy we think you'll use each year of your contract divided by twelve. 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 12-month period, and then divide into twelve equal payments. Unless otherwise agreed or offered, payments are taken in advance with the first payment on or shortly after the day we start supplying you.

**6.6** You know how much you'll be paying each month and we try to schedule your payments to be on or shortly after the same date of the month based on the date we first started to supply you. So, if we started to supply you on the 5th of January, your first payment will be on or just after the 5th of January and then subsequent payments will be on or just after the 5th of every month.

**6.7** If you are paying by direct debit, we will send you bills either monthly or quarterly, at our discretion. This will give you a full breakdown of your usage and how much you have paid.

**6.8** All customers will receive an annual summary each year shortly after the anniversary of the account starting. The summary will be based on actual or estimated meter readings.

**6.9** 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.

**6.10** We aim to review your direct debit amount at least twice a year to ensure it is appropriate to cover your usage.

**6.11** 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.

**6.12** If it looks like you're underpaying and there is a debt building up on your account, we will contact you and increase your monthly direct debit amount to pay off the debt to accurately reflect your usage.

**6.13** For additional piece of mind, direct debit payments are backed by the Direct Debit Guarantee, which sets out the rules we must work by when managing your direct debit.

**6.14** If you cancel your direct debit without letting us know, we will start to bill you using the standard credit billing payment method. If your tariff has a Direct Debit discount you will lose it.

## Standard credit billing

**6.15** If you ask to pay by standard credit, we may run a credit check on you and the result of this credit check may mean you are not eligible to pay by this method. If you are changing from paying by direct debit you will lose any applicable direct debit discount.

**6.16** If you are paying by the standard credit billing method, we will send you bills either monthly or quarterly, at our discretion. Payment of each bill is due on the date shown on the bill by one of the payment methods shown on the bill and must be paid in full.

## 7. Changing the way you pay

**7.1** You can ask us to change the way you pay whenever you like. In such case, we may need to request further information from you, review your payment history and your property's payment history and may need to undertake a credit check. We will consider all the relevant information and make a decision (at our sole discretion) on whether you are eligible for the requested new payment method. If we agree you are eligible, we'll confirm the changes to your contract telling you when we expect your new payment method to start. Please note that with some changes of payment method:

- a. your tariff (including your standing charge, unit rates and/or any discounts) may change and if you were

previously on a fixed term tariff you may have to pay a termination fee;

- b.** we may need to change your meter and we may charge you for the costs of doing so as set out below in clause 7.2;
- c.** a cooling-off period may apply as set out below

**7.2** If you ask us to change the way you pay from a standard credit meter to a prepayment meter, or from a prepayment meter to a standard credit meter and if we agree you are eligible, we'll tell you about the changes to your tariff and any other costs (such as any costs we may charge for changing the meter) and give you a 14-day cooling-off period. After the cooling-off period ends we will commence the process of changing the meter and your tariff. If subsequently you decide you want to change back to your previous payment method that will be considered a new request to change your payment method in accordance with clause 7.1.

## 8. Late payments

**8.1** 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. For example, we may be able to offer you several payment options according to your particular circumstances, such as:

- a.** a short-term payment deferment
- b.** agreeing a debt repayment plan as instalments;
- c.** agreeing a regular instalment plan for future bills; or
- d.** if you're on certain means-tested benefits, arranging for payment to be deducted automatically from your benefits through the Fuel Direct Scheme.

**8.2** 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 is for a different property.

**8.3** 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. If you do not pay your bills, then very rarely and only if it is necessary and safe we may obtain a warrant to enter the property and fit a prepayment meter. In both cases if we install a prepayment meter we will notify you of the new tariff that will apply to your prepayment meter and of any charges for installation of the prepayment meter and/or obtaining a warrant (if applicable). Please note that you may pay higher unit prices and/or standing charges on this tariff.

**8.4** Where a prepayment meter has been installed under clause 8.3 above we may use it to help you pay back any outstanding debt you owe us, by paying more on your prepayment meter than the cost of energy you're using. In such case, we will write to you and inform you of the following:

- a.** the outstanding amount that needs to be repaid (and how it breaks down between energy charges and other charges).
- b.** details of the repayment schedule, including how much of the outstanding debt per week will be repaid through the prepayment meter.
- c.** an estimate of the date on which both the outstanding debt will be repaid if the repayment schedule is adhered to.

**8.5** If you are paying us back through the prepayment meter, you must stick to the payment schedule we have agreed. If for any reason, you are unable to do so, then we can ask for the outstanding amount to be paid back faster, or payment in a different way. We also have the right to ask for the outstanding balance to be paid in full if the repayment scheduled is repeatedly broken.

**8.6** 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.

**8.7** If all the above fails and we still have not received payment, then as a last resort we may be forced to limit your credit, limit your electricity load or disconnect your supply. We will not disconnect your supply if your circumstances are such that it would be prohibited by our supply licence conditions or industry standards that are binding on us.

**8.8** If you don't pay all the bill or a part of it, we can start charging interest. We will set a yearly interest rate that will be no more than 8% above Barclays Bank's base rate. We can start charging interest 28 days after we sent you the bill that you didn't pay.

## 9. Moving home

**9.1** 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 the earlier of:

- a.** two working days after you advise us you are no longer responsible for the energy account at the property; or
- b.** the date that someone else starts receiving supply of energy at the property or otherwise becomes responsible for the energy account.

**9.2** You must give us your new address and final meter readings for the day you moved out for us to calculate

and send your final bill. We will endeavour to send your final bill within six weeks. If you do not provide a reading, then an estimated reading will be calculated and used to generate your final bill.

**9.3** For details around moving home if you are on a fixed term tariff, and whether a termination fee will apply, please see clause 10.4 below.

**9.4** For customers with a prepayment meter, a closing and opening meter reading is still required when moving home.

## 10. Cancelling your contract

**10.1** You can terminate this contract at any time, for example by switching to a new supplier, by switching to a new tariff with us, or by notifying us that you are moving home. This clause sets out what you need to do and the circumstances in which you may need to pay a termination fee.

**10.2** If you're switching to a new supplier, you don't need to tell us yourself - your new supplier will contact us to cancel your contract on your behalf.

**10.3** If you are on a fixed term tariff and you terminate the contract more than 49 days before the fixed term period has expired, you will have to pay the termination fee that applies to that tariff (as set out in your welcome pack) except as set out in clause 10.4.

**10.4** If you are on a fixed term tariff and you terminate the contract more than 49 days before the fixed term period has expired, we may (at our sole discretion) agree to waive the termination fee in certain circumstances. For example, this may be the case where you are moving home and you agree prior to your home move that you want us to supply gas or electricity at your new property and you then register your new property with us within an agreed period.

**10.5** You must pay for all the energy you use until the end of your contract with us. You also must pay any other money you owe us, as explained in this contract. If you fail to pay for any money owed, then subject to clause 10.6 we can object to you switching to another supplier and 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.

**10.6** If you are a customer with a prepayment meter and you want to switch to a new supplier for any reason:

**a.** 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.

**b.** if you have an outstanding debt of £500 or lower, you will be eligible for the Debt Assignment Protocol (DAP). A change of supply will be dependent on the new supplier agreeing to accept the debt amount. Further information on the Debt Assignment Protocol (DAP) can be found at [www.energy-uk.org.uk](http://www.energy-uk.org.uk).

## 11. Coming to the end of a fixed term tariff

**11.1** If you are on a fixed term tariff, we will send you a "statement of renewal terms" between 42 and 49 days before the end of the fixed term period, which will include information about the current rates applicable under our standard variable tariff and options to switch to a different tariff with us or to a new supplier.

**11.2** If your fixed term tariff ends and you've asked us for a new fixed term tariff with us, we'll start a new contract with you for the new fixed term tariff on the date the old one ends.

**11.3** If your fixed term tariff ends and you haven't asked us for a new fixed term tariff, we will automatically transfer you to the cheapest standard variable tariff for your meter type and payment method until you switch to a new supplier or you start a new fixed term tariff with us.

**11.4** If you decide to switch to a new supplier and we hear from your new supplier within 20 working days after your fixed term tariff ends, or if you enter into a new fixed term tariff with us in the same period, we'll keep your charges the same for a reasonable period of time until your switch to the new supplier comes into effect or you start the new fixed term tariff with us (as applicable).

**11.5** If we intend to prevent the switch because you owe us money, we will send you a notice explaining the position. If the debt is repaid within 30 working days of you receiving this notice, we will allow the transfer to go ahead and we'll keep your charges the same for a reasonable period of time until your switch to the new supplier comes into effect.

## 12. Our rights to terminate this contract and stop your supply

**12.1** If you do not pay any money due to us and you have:

**a.** refused to enter into a debt repayment plan with us and we are unable to fit a prepayment meter because it is not considered safe or reasonably practical to do so; or

**b.** failed to keep to an agreed debt repayment plan; or  
**c.** refused to pay a security deposit when requested; or  
**d.** refused to use the Fuel Direct Scheme when you are eligible;

then, after considering all information known to us about your circumstances and subject to clause 8.7, we may terminate the contract and/or disconnect the

supply (in line with our policy “Paying Your Bills” which is available on our <http://bit.ly/2wPsvWQ>). If we intend to do this, we will give you at least 14 days’ notice prior to doing so.

**12.2** If you have materially breached any terms of the contract (for example by tampering with your meter or if it is proven that you have stolen energy) then after considering all information known to us about your circumstances, we may terminate the contract and/or disconnect the supply immediately.

**12.3** If Ofgem gives a “Last Resort Supply Direction” to a gas or electricity supplier other than us in relation to your property, the contract will end automatically in relation to the fuel specified in the relevant “Last Resort Supply Direction”.

### 13. Changes to this contract

**13.1** From time to time, due to changes in law or regulation, changes to agreements under which we operate, changes imposed by any governmental or regulatory body or authority (e.g. Ofgem) or changes to our business, we may update these terms and conditions and consequently the contract between us.

**13.2** 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 a new tariff with us, both without a termination fee. If you decide to switch and we hear from your new supplier within 20 working days after the change takes effect, or if you sign up to a new tariff with us in the same period, we’ll keep the prices the same until you switch or start the new tariff (as applicable) and will not charge a termination fee.

**13.3** If you decide to switch supplier but we intend to prevent the switch because you owe us money, we will send you a notice explaining the position. If the debt is repaid within 30 working days of you receiving this notice, we will allow the transfer to go ahead and the price rise or change will not apply to you and we will not charge a termination fee.

**13.4** For the avoidance of doubt, none of the following constitutes a disadvantageous change under clause 13.2 above:

- a. changing your payment method in accordance with this contract;
- b. increasing our additional charges under clause 5.9;
- c. changing or withdrawing any benefits or discounts in accordance with this contract (for example, changing discounts or standing charges if your payment method

changes to or from direct debit); or

d. making changes to the contract if we are required by a change in regulations or licence conditions.

### 14. Meters and access

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

**14.2.** 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 because of those arrangements.

**14.3** If you ask us to check your meter for accuracy you must give us 14-days’ 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.

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

- a. at all reasonable times for any reason that relates to your energy supply or the meter, 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.

**14.5** You must provide unobstructed access to the meters 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.

**14.6** We are bound by Guaranteed Standards of Performance when we arrange to visit your property. Details can be found on our website at <http://bit.ly/2wT8zm4>.

### 15. Emergencies and safety



**15.1** If you have a gas emergency, you must report it on 0800 111 999. You can find further information on our website at <http://bit.ly/2uOc77F>.

**15.2** If you have an electricity emergency, you must report it to your local electricity distributor – their contact details are here <http://bit.ly/2wL69om>. You can find further information on our website at <http://bit.ly/2uHB7kY>.

**15.3** You must not use the supply in any way that endangers people or property, or that could interrupt the energy supply of any other property.

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

**15.5** 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.

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

## 16. Our liability

**16.1** Nothing in this contract excludes our liability for death or personal injury arising out of our negligence, or our liability for fraud or fraudulent misrepresentation, or any liability that we aren't allowed to exclude by law.

**16.2** 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.

**16.3** 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 it.

**16.4** 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.

## 17. Complaints and impartial advice

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

**17.2** If you have a complaint, we're sorry you're not happy. We have a dedicated complaints policy which you can view at <http://bit.ly/2vCFyfN>. We want to sort things out for you quickly, so please contact us by. We want to sort things out for you quickly, so please contact us by:

- a. logging into your account and sending us a message (this option will not be possible for customers with Prepayment Meters).
- b. getting in touch by any of the methods set out at: <http://bit.ly/2vHmSK1>.
- c. writing to us at Green Network Energy, Po Box 73948, London, EC4P 4HQ and addressing it to the Complaints Department.

**17.3** We will do everything possible to resolve your complaint in accordance with our complaints handling procedure which can be found at <http://bit.ly/2vCFyfN> or by contacting customer services.

**17.4** It's easy to get independent advice about your energy supply. The Citizens Advice consumer service gives free, confidential and impartial advice. You can get in touch with them for advice at any time during the complaints process.

Visit: [www.citizensadvice.org.uk/energy](http://www.citizensadvice.org.uk/energy)

Or call the Citizens Advice consumer helpline  
03454 04 05 06 (textphone 18001 03454 04 05 06)

**17.5** The Energy Ombudsman is an independent organisation that offers a free service to help resolve issues between energy suppliers and domestic customers. The Ombudsman will only get involved once you've had our final response (or eight weeks have passed since you complained and we still haven't fixed things). If a consumer accepts the Energy Ombudsman decision their decision is binding for the supplier. You can find more information in our complaints handling procedure referred to above. The Energy Ombudsman website is <http://bit.ly/2x3EpvE> and phone number is 0330 440 1624.

## 18. Using your personal information

**18.1** You agree that we can use your personal data in accordance with our Privacy Policy, which you can find here <http://bit.ly/2wdmG7Q>.

## 19. General conditions

**19.1** We can transfer any of our rights or obligations under this contract without your permission.

**19.2** You may not transfer your rights or obligations under this contract without our permission.

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

**19.4** 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.

**19.5** If we send a notification 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).

**19.6** These terms and conditions and any documents explicitly referred to in them, are the entire contract between you and us.

**19.7** 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.

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

**19.9** This contract is governed by the laws of England and Wales if your property is in England or Wales, and the laws of 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.

**19.10** Green Network Energy isn't currently a FIT licensee, so we do not currently offer Feed in Tariffs.

## 20. National Terms of Connection

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

**20.2** 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::

Energy Networks Association  
6th Floor Dean Bradley House  
52 Horseferry Road  
London SW1P 2AF  
Phone: 0207 706 5100  
[www.connectionterms.co.uk](http://www.connectionterms.co.uk)

## 21. Additional provisions relating to smart meters

**21.1** For customers that switch to us who have an existing smart meter installed by another supplier, you may need to operate it as a standard (non-smart) meter and the provisions of this contract relating to meter readings will apply to you. For further guidance and information see <http://bit.ly/2v0SoAM>.

**21.2** The remaining provisions of this clause 21 and any other references to "smart meter" in this contract apply only for customers who have a smart meter installed that we can communicate with remotely.

**21.3** This clause sets out the frequency with which we will collect readings using your smart meter, the granularity of the energy data collected and your choices and ability to control them:

**a.** We will normally collect readings from your smart meter once per day.

**b.** You have the right to "opt-out" of daily readings, and instruct us to take just one reading per month (covering an entire one month period).

**c.** If you wish to change any of your choices under clauses 21.3 (a) and (b) above please contact our customer services at <http://bit.ly/2vHmSK1>.

**21.4** We will use the readings from your smart meter to measure your usage and calculate the charges on your bills. The provisions of this contract relating to collection or provision of manual meter readings will not apply to customers that have a smart meter (except where the smart meter is not operating with smart meter capability). In some cases, (for example, if your smart meter fails or we cannot communicate with it either due to technical or interoperability issues) we might still have to ask you for meter readings or base your bills on estimated readings.

**21.5** We may use information from your smart meter to offer you appropriate tariffs and other products and services (including via any associated in-home display device) in line with our privacy notice which you can find at <http://bit.ly/2wT8zm4>.

**21.6** We also may use the smart meter, without visiting your property, to:

**a.** collect information about how your smart meter is

working (for example, if it has any faults or has been tampered with);

- b.** update your tariff information, including prices and end dates as agreed;
- c.** repair or update your smart meter;
- d.** switch the smart meter between credit mode and prepayment mode without the need to change the meter (in the circumstances we've set out in this contract relating to prepayment meters and only after giving you due notice); or
- e.** disconnect your supply (in the circumstances we've set out in this contract).

**21.7** If you have a smart meter there may be an in-home display unit linked to it in your property. The in-home display unit won't work with another smart meter. You must not damage or tamper with the in-home display unit and if you move house, you must leave it behind.

## 22. Additional terms for customers on GNE Tracker product.

### 22.1 Availability

- a.** This tariff is available as dual fuel with single rate electricity only.
- b.** You must pay by fixed monthly Direct Debit: if your Direct Debit fails or you cancel it then the amount you are charged may change. Please see Clause 6.14 and 7 for details.
- c.** This tariff is not available if you have a prepayment meter fitted for your gas and/or electricity supply.
- d.** If a prepayment meter is fitted during the term of this tariff, for either electricity or gas supply, then you will be transferred to the cheapest standard variable tariff available for your meter. Please see clause 8.3 for details.
- e.** You must manage your account online and accept paperless billing. You agree to receive all contractual information electronically. This includes contracts, mutual variations, renewal notices, annual summaries and price review notifications.
- f.** On this tariff your unit rates will be reviewed at the end of each month, at which time they may go down or up. Any changes won't be applied onto your account until the 15th day of the following month.
- g.** We recommend you provide meter readings close to the 15th of each month. If we don't have a meter reading we'll use an estimated read.
- h.** In the event that the EEX Index isn't available for a period of time or if it won't be available any more we will swap the index to a suitable alternate at our discretion.
- i.** As you come to the end of the tariff Clause 11 will apply. Details of your end date can be found on your welcome letter.

### 22.2 Calculating your prices

#### 22.2.1 Your standing charge:

- a.** Your annual standing charge is charged daily and will not change until the Tracker End Date. Your welcome pack will tell you about this.

#### 22.2.2 Your unit rates:

- a.** Your initial unit rates when you first agree to switch to this tariff will be shown in your welcome letter.
- b.** Your prices will be recalculated at the end of each month until you reach your end date, you change tariff, or your contract is terminated.
- c.** Your rates will change by the same percentage as the change in the EEX Index price from the previous price review date to the current price review date.
- d.** Your new rates will be effective from the 15th day of the following month.
- e.** For example:
  - Your initial unit rate is 15p/kWh for electricity and 3.5p/kWh for gas and you registered for the product in June. These were based on the EEX prices at the end of May, which were £50/MWh for power and 60p per therm for gas. At the end of June, the EEX prices are £45/MWh for power and 57p per therm for gas.
  - At the end of June, the EEX prices are £45/MWh for power and 57p per therm for gas. Your new electricity unit rate =  $15\text{p/kWh} - 10\% = 13.5\text{p/kWh}$ .
  - Power prices have reduced by £5/MWh, so  $-5 / 50 = -10\%$ .
  - Your new electricity unit rate =  $15\text{p/kWh} - 10\% = 13.5\text{p/kWh}$ .
  - Gas prices have reduced by 3p, so  $-3 / 60 = -5\%$ .
  - Your new gas unit rate =  $3.5\text{p/kWh} - 5\% = 3.325\text{p/kWh}$ .
  - Your unit rate changes by the same proportion as the wholesale price. These new prices will be effective from 15 July until 14 August.
- f.** We may also change your prices if:
  - a law or regulation means we need to make a change (like VAT changes)
  - The government or our regulator (Ofgem) tells us to change our prices.

#### 22.3 EEX Index:

- a.** The EEX (European Energy Exchange) openly publish settled energy prices for UK power and gas. You can view these prices by using the links below:

**Electricity:** <https://bit.ly/2Knwjs7>. Click on 'Month' and select the last day of the prior month from the calendar.

**Gas:** <https://bit.ly/2Kt3Opx>. Click on 'All Contracts' and select 'NBP' in the Settlement prices on Months and Quarters table. The reference price is in the column Month+1 and the row dated the last day on the prior month.



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