



# **FEED-IN TARIFF TERMS AND CONDITIONS**

## Standard Terms and Conditions

These are our terms and conditions for our Feed-in Tariff (FIT) scheme. They form part of the Contract between “us”, Green Network Energy Ltd as a mandated FIT Licensee and “you”, a FIT generator.

By accepting this statement of terms, you agree that the information you provide us with is complete and accurate.

## Definitions

**AD:** means anaerobic digestion.

**AD Installation:** means an Eligible Installation which produces Export through anaerobic digestion.

**AD Reporting Start Date:** means the date on which the Authority formally acknowledges the FIT Generator’s intent to request FIT Payments and confirmation that it intends to comply with the criteria set down in the Schedule to the SEG Order.

**Anaerobic Digestion:** means the bacterial fermentation of organic material in the absence of free oxygen (excluding anaerobic digestion of sewage and material in a landfill).

**Central FIT Register:** a register that’s kept and maintained by Ofgem to record details of accredited small-scale renewable and low-carbon electricity generation installations.

**Contract:** means the contract between you and us under which we pay you for export of electricity to the grid. The terms of our contract include these terms and conditions and any provisions in other documents expressly referred to in these terms and conditions.

**Deployment Cap:** Total Installed Capacity that can receive a particular tariff in a given Tariff Period as set by Ofgem and as may be amended by Ofgem from time to time.

**Eligibility Criteria:** means the criteria under clause 1 of this schedule to be considered an Eligible Installation to receive FIT payments.

**Eligibility Date:** is set out in Your FIT Plan and is defined at clause 2.3.

**Eligible Installation:** means any installation which complies with clause 1 of this Schedule.

**End Date:** this is the date on which Your Eligibility Period ends and You will stop receiving FIT Payments, as set out in Your FIT Plan.

**Export Meter:** means a meter or meters complying with the requirements set out in clause 6 of this Schedule, which measures the quantity of Export and the compulsory registration of which, under the Balancing and Settlement Code, regardless of capacity, is to be the responsibility of the FIT Licensee.

**Export Meter Reading:** means the measure by an Export Meter of the amount of Export.

**Export Payment:** means payment received from us, the FIT Licensee, for the electricity exported to the grid by the you, the FIT Generator.

**Export Tariff:** means the payment rate per kilowatt hour for Export from an Eligible Installation.

**FIT:** means Feed-in-Tariff.

**FIT Generator:** means You.

**FIT Payment:** this is the money that is paid to You or the Nominated Recipient in accordance with these Statement of Terms for the electricity generated by the System and, where applicable, the electricity exported.

**Feed in Tariff:** means the Feed in Tariff is an environmental programme aimed at promoting the widespread uptake of a range of small scale low carbon electricity generation technologies. The FIT scheme requires certain Licensed Electricity Suppliers to pay fixed tariffs to micro and small renewable and micro CHP generators for electricity generated and exported to the local electricity network.

**Generation Meter:** This is a meter that measures the quantity of electricity being generated by Your System.

**Generation Meter Reading:** the measure taken from a Generation Meter to show the gross amount of electricity generated.

**Generation Tariff:** the payment rate per kWh for the electricity generated by Your System, as set out in Your FIT Plan.

**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.

**Green Network Energy FIT Scheme:** the Feed in Tariff scheme administered by Us on behalf of Ofgem which rewards customers for the electricity generated by microgeneration systems and where applicable, exported back on to the local electricity network.

**Grant:** means funding from, or on behalf of a Public Authority in relation to the cost of purchasing or installing the FIT Generation Installation.

**Hydro:** means an installation driven by water, except for such an installation:

- (a) driven by waves, ocean currents or geothermal sources;
- (b) driven by tidal flows, unless also driven partly by non-tidal flows from a water course; or
- (c) where the hydrostatic head of the water has been increased by pumping

**Mandatory SEG Licensee:** means a person who is a holder of a licence under section 6(1)(d) of the Electricity Act 1989 which, as at 31 December before the start of each SEG Year, either:

- (a) supplies electricity to at least 150,000 domestic customers; or
- (b) together with its affiliates jointly supplies electricity to at least 150,000 domestic customers.

**MCS:** means the Microgeneration Certification Scheme, a Scheme to administer the installation of microgeneration installations below 30kW Total Installed Capacity.

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

**Meter Reading Period:** the periods set out in Your FIT Plan in which a Generation Meter Reading and, where applicable, an Export Meter Reading must be provided to Us.

**Metering Legislation:** means:

- (a) Schedule 7 to the Electricity Act 1989;
- (b) The Meters (Approval of Pattern or Construction and Manner of Installation) Regulations 1998 (S.I. 1998/1565);
- (c) The Meters (Certification) Regulations 1998 (S.I. 1998/1566);
- (d) The Electricity (Approval of Pattern or Construction and Installation and Certification) (Amendment) Regulations 2002 (S.I. 2002/3129);
- (e) The Measuring Instruments (EC Requirements) (Electrical Energy Meters) Regulations 1995 (S.I. 1995/2607);
- (f) The Measuring Instruments (EC Requirements) (Electrical Energy Meters) (Amendment) Regulations 2002 (S.I. 2002/3082);
- (g) The Measuring Instruments (Active Electrical Energy Meters) Regulations 2006 (S.I. 2006/1679);

**MPAN:** means the Meter Point Administration Number, as the reference number used to uniquely identify electricity meter points in Great Britain.

**Nominated Recipient:** the person who You have nominated and notified to Us to receive the FIT Payments and who is recorded on the Central FIT Register as the person authorised to receive the FIT Payments.

**New Rules Date:** Is the 15 January 2016.

**Ofgem:** means the Office of Gas and Electricity Markets (and its successor or such other relevant governing authority).

**Payment Statement:** this is a statement provided by Us showing the amount of FIT Payment to be received in a Meter Reading Period, which is generated following receipt by Us of a Meter Reading.

**Premises or property:** the address where the Eligible Installation is located.

**PV:** means Solar photovoltaic.

**Retail Price Index:** A measure of inflation that's published by the Office of National Statistics.

**SEG:** means Smart Export Guarantee.

**SEG Licensee:** means the collective term for Mandatory SEG Licensees and Voluntary SEG Licensees.

**Smart meter:** a meter that can be read by an energy supplier remotely without coming to your property.

**Statement of Terms:** the Statement of Terms outlined below.

**Storage Device:** means a system or device that is capable of storing electricity.

**System:** the System installed at the Property that's capable of producing small-scale low carbon generation/ electricity and identified in Your FIT Plan.

**Tariff Code:** the code that's allocated to Your System by Ofgem and set out in Your FIT Plan.

**Tariff Period:** A period of 3 months starting on 1 April, 1 July, 1 October, 1 January (except for the first tariff period which is 8 February 2016 to 31 March 2016).

**Total Installed Capacity:** means the maximum capacity at which an Eligible Installation could be operated for a sustained period without causing damage to it.

**Us/We/Our:** when We use the terms Us, We, Our, We'll and We're, in this document, this is a reference to Green Network Energy who is the provider of the SEG Tariff.

**Valid Meter Reading:** means a Generation Meter Reading

and/or Export Meter Reading that We can use to calculate your FIT Payment.

**You/Your/Yours:** means the terms You, Your, Yours, You're and You'll refer to the person or persons who have entered into the Agreement.

## 1. General/Eligibility criteria

**1.1** By accepting this statement of terms, You agree that the information You provide Us with is complete and accurate.

**1.2** We may contact You periodically to ask You if any changes have been made to Your accredited microgeneration system. We will use a method of communication that is in keeping with any preference You may have expressed.

**1.3** By joining the Green Network Energy FIT Scheme and entering into this Agreement You are confirming that:

**1.3.1** Your System is an eligible installation as determined by the Feed-in-Tariffs Order 2012. You can find more information about that Order at <http://www.legislation.gov.uk/ukxi/2012/2782>;

**1.3.2** Your System has a declared net capacity of 5MW or less (or an electrical capacity of 2kW or less for micro CHP Systems);

**1.3.3** Your System has been commissioned and is MCS accredited or ROO FIT accredited;

**1.3.4** Your System has been entered on to the Central FIT Register and We have been recorded on the Central FIT Register as Your FIT Licensee;

**1.3.5** The electricity produced by Your System is measured by a Generation Meter;

**1.3.6** Your Generation Meter and, if You have one, Your Export Meter comply with the Relevant Meter Legislation;

**1.3.7** You're not receiving payment from any other energy supplier (or other third party) or from Us under a separate agreement for electricity generated by Your System, including payments received under a Smart Export Guarantee tariff;

**1.3.8** If your Total Installed Capacity is over 30kW, you have an Export Meter.

**1.3.9** At the start of the Agreement You take Your electricity supply from Us unless You receive electricity from a supplier that does not make payments under a Feed in Tariff scheme or You're not connected to the main electricity network;

**1.3.10** You're not claiming Renewable Obligation Certificates in relation to Your System;

**1.3.11** You're not in receipt of any grants that make Your System ineligible for the Green Network Energy FIT Scheme or, if You've received any grants relating to Your System then You've told Us and acknowledged that You may be required to repay those grants, if

requested by Ofgem, to join and continue with the Green Network Energy FIT Scheme;

**1.3.12** The information You provide to Us will be complete, accurate and up-to-date:

- You have provided Us with all requested certificates, relevant supporting documentation and a signed copy of these Statement of Terms
- You agree to provide Generation Meter Readings and Export Meter Readings (as applicable) to us for the periods set out in Your FIT Plan and in accordance with these Statement of Terms and if the way We ask You to take those readings change, You agree to give Us the readings We need.
- You agree to give Our appointed contractors access to obtain Generation Meter Readings and/or Export Meter Readings (where applicable) at Your Property;
- If Your System is 'off-grid' (ie. not connected to a mains supply of electricity) You declare that it is Your intention to use any and all electricity generated by Your System and that You fully understand that any electricity generated but not so used will not be eligible to receive FIT Payments under this Agreement;
- If Your System is 'off-grid' and You are in receipt of a grant for Your System paid by public funds, and You want to still receive FIT Payments under the 'de minimus' exemption, then Your System is not an undertaking by virtue of carrying on any other economic activity and You do not or will not sell any of the electricity generated and/or exported by Your System. You can find out more about the 'de minimus' exemption at [www.ofgem.gov.uk](http://www.ofgem.gov.uk)
- You have notified Us of any changes to Your System referred to at clause 10; and
- Your installer has notified your Distribution Network Operator of the installation of Your System and You hold evidence to confirm this.

**1.4** The Eligibility Criteria must be complied with at all times in order to receive FIT payments. If We find out that You are not eligible to join or no longer qualify for the Green Network Energy FIT Scheme then We will let You know in writing and confirm when the Agreement ended.

**1.5** If You are joining or have joined the Green Network Energy FIT Scheme on or after the New Rules Date You will be subject to Deployment Caps. Your application, when submitted shall be entered into a Tariff Period, provided that the current Tariff Period is open and the Deployment Cap for such Tariff Period has not been reached. If upon receipt of Your application, the current Tariff Period is closed as a result of it reaching its Deployment Cap, Your application shall be entered into a queuing system for the next available Tariff Period and allotted in accordance with the date and time of the MCS certificate where the System is MCS accredited or the date and time the

application was received by Ofgem where the System is ROO FIT accredited.

## 2. Duration of this Agreement

**2.1** This Statement of Terms starts from the date that we receive your signed terms and conditions following your full and complete application form to join the Green Network Energy FIT Scheme, together with all supporting documentation requested by us.

**2.2** The Agreement shall end on Your End Date, unless cancelled in accordance with clause 13 of these Statement of Terms.

**2.3** Your Eligibility Date is the date from which You are entitled to receive FIT Payments, as set by Ofgem. To find out how Your Eligibility Date has been worked out, please see <https://www.ofgem.gov.uk/environmentalprogrammes/fit/contacts-guidance-and-resources/publications-library-feed-tariff-fit-scheme>

## 3. Tariff prices and payment

**3.1** We will pay the FIT Payments in accordance with the information held on the Central FIT Register, Ofgem's instructions and these Statement of Terms provided that You comply with the Eligibility Criteria and Your obligations set out in these Statement of Terms.

**3.2** We'll use Your Tariff Code and the Generation Tariff to calculate the FIT Payments for the electricity that's generated by Your System and make such payments to You or the Nominated Recipient for the duration of the Agreement.

**3.3** Provided that the System is connected to the local electricity grid and You've chosen to receive payments for any electricity exported back on to the local electricity network, We shall use the Tariff Code and Export Tariff to calculate the FIT Payments for the surplus electricity exported by Your System and make such payments to You or the Nominated Recipient for the duration of the Agreement or until You opt out of receiving any payment for electricity exported by the System (please see clause 7 below). If Your System is not connected to the local electricity network, You will not be eligible to receive any FIT Payments for any surplus electricity exported by Your System.

**3.4** We shall make any FIT Payments payable to You or the Nominated Recipient within 14 days of issuing you a statement. Statements produced following the receipt of eligible Meter meter readings that you've supplied during the Meter Reading Period, subject to clause 3.6 below. We'll tell You if that period changes. We'll make

the first payment on the first Quarter date that occurs after the date this Agreement comes into force. Your first FIT Payment may include accrued payments from the Eligibility Date. Time for payment is not a condition of this Agreement.

**3.5** If You are or the Nominated Recipient is a domestic customer and are not VAT registered, payment will be made by BACS.

**3.6** If You are or the Nominated Recipient is VAT registered then We'll send details of the FIT Payment to You or the Nominated Recipient and You or the Nominated Recipient (as applicable) will need to send Us a corresponding valid VAT invoice. We'll pay such invoice within 60 days of its receipt.

**3.7** If We don't receive a valid Generation Meter Reading and, if applicable, a valid Export Meter Reading in the timescales set out in Your FIT Plan then We shall not pay the FIT Payment for the generation and/or export of electricity for that quarter until the following Meter Reading Period, provided that We have received up to date Generation Meter Readings and where applicable, Export Meter Readings for the next Meter Read Period.

**3.8** No interest shall be payable on any accrued amount.

**3.9** We reserve the right to reduce, withhold or recoup FIT Payments (or any part of a FIT Payment already paid to You or the Nominated Recipient) on behalf of Ofgem if an error occurs or an abuse of the Green Network Energy FIT Scheme is identified. If We overpay any FIT Payments then We may recover the relevant amount from You (whether the FIT Payment has been paid to You or the Nominated Recipient) or off set such amount from any subsequent FIT Payments.

**3.10** If Ofgem tells Us that You have or the Nominated Recipient has been suspended or removed from the Central FIT Register then We will stop making the FIT Payments. Those payments will only recommence when Ofgem instructs Us accordingly and FIT Payments may be reduced on the instructions of Ofgem.

**3.11** You are (and the Nominated Recipient where applicable is) responsible for paying any tax that may be due in relation to FIT Payments received.

**3.12** You may nominate a third party to receive Your FIT Payments, which shall be the 'Nominated Recipient'. You must tell Us in writing if You want to change the Nominated Recipient and give Us the information that We require to determine and/ or validate the new Nominated Recipient's details and update the Central FIT Register. We can only make FIT Payments to the new Nominated

Recipient when Ofgem confirms that the Central FIT Register has been updated with the new Nominated Recipient's details.

**3.13** You must keep records of all FIT Payments paid to You or the Nominated Recipient for at least 12 months after You receive them. Failure to do so could result in non-payment of any FIT Payments.

#### 4. Tariffs

**4.1** Your Tariff Code, Generation Tariff and Export Tariff (as applicable) are set and provided to Us by Ofgem. If Your Generation Tariff and/or Export Tariff are amended by Ofgem, We shall notify You as soon as We are made aware of the amendment and if applicable, shall let You know how this will affect any FIT Payment. We may send You a revised FIT Plan, showing any amendment.

**4.2** Your Generation Tariff and Your Export Tariff are linked to the Retail Price Index (RPI). If the RPI changes then We will tell You what the impact is, if any, in Your next Payment Statement.

**4.3** The Secretary of State reserves the right to change the fixed Export Tariff rate in accordance with the Feed in Tariff Order 2012 (as amended, modified, re-enacted and/or replaced from time to time). If this happens, We'll tell You what the impact is, if any, in Your next Payment Statement.

#### 5. Exported electricity - opt out

**5.1** You may opt out of receiving FIT Payments for electricity that the System has exported to the local electricity network. You have to let Us know that You want to opt out in writing. Your opt out will become effective at the start of the next FIT Payment period as long as the period between opting out and the next payment period is more than 28 days. You can opt in again, at the market based price, 12 months after You opted out.

#### 6. Metering

**6.1** To receive FIT Payments you must have a Generation Meter that is compliant with relevant Metering Legislation connected to your Eligible Installation. If you have an Export Meter, this must comply with relevant Metering Legislation.

**6.2** Your Generation Meter and, where applicable, Export Meter, should be in an accessible location and access made available to us or Our appointed contractor.

**6.3** If Your System has an installed capacity of above 30kW and it's connected to the local electricity network, then You must have an Export Meter measuring the

amount of electricity being exported back to the local electricity network. If Your System's installed capacity is above 30kW and there's no Export Meter, You won't be entitled to receive payment under these Statement of Terms for electricity You've exported back to the local electricity network.

**6.4** If Your System has an installed capacity of 30kW or less and it's connected to the local electricity network and You don't have an Export Meter, then We'll calculate the amount of electricity You've exported in accordance with clause 8.

**6.5** If You have installed an Export Meter after the start date of this Agreement, You must notify Us and provide Us with an Export Meter Reading on the day the Export Meter is installed.

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

**6.6.1** 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;

**6.6.2** at all reasonable times after this contract ends to collect equipment that belongs to us; and

**6.6.3** at any time in an emergency.

**6.7** 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.

**6.8** We reserve the right to check your Eligible Installation and meters to verify the details provided by you. If we find the information you have provided to be incorrect this Statement of Terms and your FIT Tariff may be void.

**6.9** If We or Our appointed contractor can't gain access to Your Property to carry out any of the actions set out in clause 6.3 above, despite reasonable efforts being made by Us and/or Our appointed contractors, We reserve the right to report the matter to Ofgem and suspend or withhold FIT Payments from You until the required access has been provided.

**6.10** If you are supplied electricity by a different energy supplier, they will be liable for issues with the meter.

#### 7. Meter readings

**7.1** You agree to provide us with your Generation Meter Reading and where applicable Export Meter Reading as requested by us.

**7.2** Your meter readings must be accurate and reflect the value shown on the appropriate meter at the time you read your meter(s).

**7.3** If you don't give us a Valid Meter Reading as required, we won't pay your FIT Payment for that quarter – we'll carry it over until the next quarter for which you give us a Valid Meter Reading.

## 8. Estimated Export readings

**8.1** If Your System has an installed capacity of 30kW or less and You don't have an Export Meter, then You agree to allow Us to deem the amount of electricity that Your System has exported to the local electricity network using Ofgem's guidelines.

## 9. Additional provisions relating to smart meters

**9.1** 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>.

**9.2** The remaining provisions of this clause 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.

**9.3** 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:

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

**9.3.2** 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).

**9.3.3** If you wish to change any of your choices please contact our customer services at <http://bit.ly/2S7MoFv>

**9.4** 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 <https://greennetworkenergy.co.uk/privacy-notice/>

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

**9.5.1** collect information about how your smart meter is working (for example, if it has any faults or has been tampered with);

**9.5.2** update your tariff information, including prices and end dates as agreed;

**9.5.3** repair or update your smart meter.

## 10. Changes to your Eligible Installation

**10.1** As soon as reasonably possible, you must notify us in writing if you change the capacity of your existing Eligible Installation in any way. In the event of this happening, we reserve the right to withhold, reduce or recoup payments accordingly.

**10.2** If the change to Your System impacts Your Tariff Code and/or Generation Tariff unit rate, Ofgem will notify Us of any change and We will in turn update You of the change to be made and may send You a revised FIT Plan. Any such change will take effect from the point at which the Central FIT Register is updated by Ofgem.

**10.3** If You have a Storage Device connected to or installed for Your System You must notify Us at the start of this Agreement and provide Us with a copy of the schematic diagram of the Storage Device which will need to show the installation, the Storage Device and the metering arrangements. If You don't have this You will need to contact Your Storage Device installer to obtain a copy.

**10.4** If You have a Storage Device installed at any point after the start of this Agreement, You must notify Us as soon as possible and provide the information referred to at clause 10.3. If this information is not provided as requested, We reserve the right to notify Ofgem who shall take the appropriate action it deems necessary.

**10.5** Where there is a Storage Device present and You do not have an Export Meter, You shall only be entitled to receive FIT Payments for electricity generated by Your System and deemed exported electricity if Your Generation Meter is capable of isolating the amount of electricity generated by Your System. If You have an Export Meter, You will only be entitled to receive FIT Payments for electricity exported to the local electricity network if Your Export Meter is capable of isolating the amount of electricity exported by Your System.

**10.6** We may contact you periodically to ask you if any changes have been made to your Eligible Installation. We will use a method of communication that is in keeping with any preference you may have expressed.

## 11. Change of Ownership

**11.1** As soon as reasonably possible, you must notify us in writing if there has been a change in the ownership of your Eligible Installation and provide us with supporting documentation, as requested.

## 12. Changes to this contract

**12.1** 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.

**12.2** 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 FIT provided by another energy supplier, however the changes will still take effect on the date provided.

## 13. Ending this Agreement

**13.1** You may terminate this Statement of Terms at any time by writing to us and termination shall be effected once we have acknowledged receipt of your written request to terminate this Statement of Terms.

**13.2** If you have terminated this Statement of Terms to receive SEG Payments from another supplier, the date upon which this Statement of Terms shall terminate is the date in which the contract with your new SEG Licensee commences.

**13.3** Upon termination of this Statement of Terms, you may provide us with meter readings from your Export Meter. We shall pay you for the amount of electricity exported by your Eligible Installation from the date of the last meter reading to the last day of the Statement of Terms.

**13.4** This Statement of Terms will automatically end:

**15.4.1** If you fail at any time to comply with the Eligibility Criteria set out at section 1 above;

**15.4.2** If you move home without notifying us (see clause 15);

**15.4.3** In the event that either party commits a serious breach of this Statement of Terms.

**13.5** In the event that this Statement of Terms ends for one of the reasons set out in clause 10.3, we only pay you for the amount of electricity exported up until the point in time the installation no longer met the Eligibility Criteria, the date you moved home or the date that a serious breach of this Statement of Terms occurred. This payment may be based on estimates and we may require evidence to determine what dates to use for the payments.

## 14. Changing FIT Licensee

**14.1** Should you wish to change FIT Licensee we will participate as reasonably required by Ofgem to facilitate

the changes required. To switch FIT Licensee you should contact the FIT Licensee you wish to switch to who will make the necessary industry changes.

**14.2** Your new FIT Licensee will take an Generation Reading and where applicable Export Meter Reading from you and agree it with us. This meter reading will be used to calculate your final FIT Payment from us. It is your responsibility to provide your new FIT Licensee with this meter read in order to collect final payment from us.

## 15. Moving home

**15.1** If you move home and are still eligible to be the Payee of the FIT Payment, it is your responsibility to ensure that quarterly meter readings are submitted as required by us to continue receiving FIT Payments.

**15.2** If you move home and wish for the new occupant to become the Payee you must contact us in writing and provide us with the information required to enable us to determine and/or validate the new Payee's details.

**15.3** If you move home without contacting us, this Contract will end.

## 16. Complaints and impartial advice

**16.1** Should you have a question, comment or complaint in relation to your FIT we would encourage you to contact us as soon as possible to discuss. If we are unable to resolve your complaint, we have a duty to comply with the dispute resolution process in place. The complaints process includes internal escalation and concludes with the option of an independent Ombudsman service.

**16.2** You can view our complaints policy at <http://bit.ly/38StEQr>. 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. sending us a message

b. getting in touch by any of the methods set out at: <http://bit.ly/2S7MoFv>.

c. writing to us at **Green Network Energy, Po Box 2143, Croydon, CR90 9RZ** and addressing it to the Complaints Department.

**16.3** We will do everything possible to resolve your complaint in accordance with our complaints handling procedure which can be found at <http://bit.ly/2Q3tnRV> or by contacting customer services.

**16.4** It's easy to get independent advice about your energy contract. 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 on 03454 04 05 06 (textphone 18001 03454 04 05 06)

**16.5** 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.

## 17. Using your personal information

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

## 18. Our liability

**18.1** 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.

**18.2** 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.

**18.3** 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.

**18.4** 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.

**18.5** 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.

## 19. Emergencies and safety

**19.1** 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>.

**19.2** 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.

**19.3** 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.

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

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

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

## 20. General conditions

**20.1** We will fulfil our obligations under the FIT arrangements efficiently and expeditiously.

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

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

**20.4** 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.

**20.5** 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.

**20.6** 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).

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

**20.8** 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.

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

**20.10** 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.



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