

# Our Customer Promise



Here at Green Energy UK we aim to give you the best possible standards of customer service. Our goal is not simply to have satisfied customers; we want delighted ones!

We think you deserve great service not just from us, but also from the electricity distributors who form part of the energy network.

We have therefore set out the minimum standards you can expect from us both in this Customer Promise.

## When you call us

- We aim to answer all calls as quickly as possible and our records show that over the last year, when called within office hours (08:00 – 18:00 Monday to Friday), one of the team have picked up the phone within an average of 5 seconds.
  - We don't have push button menus to get you through to the right department. We keep our business simple so the person answering the phone should be able to help and if not they will introduce you to a specialist member of the team who can.
  - If you call out of office hours and leave a message one of our members of staff will call you back when we next open but at the latest within two working days.
  - If your call is during office hours we will endeavour to resolve any queries there and then.
  - If we can't resolve your query over the phone, we will investigate further and rest assured contact you with an answer or solution. This will usually be the same day; but even if we require further information, we aim to resolve the query within three working days.
  - If you believe your account is in credit we may ask you for an up to date meter reading and conduct a review of your account. If we owe you a refund we will credit your bank account within 10 working days.
- If we fail to deliver on any of the above we will pay you £30.00 compensation.



## GAS EMERGENCY

If you smell gas, or have a gas emergency, please call  
**0800 111 999**  
straight away.  
Lines are open 24 hours.

## ELECTRICITY EMERGENCY/LOSS

Please call  
**105**  
Lines are open 24 hours.

## Meter Queries

- We will send out our appointed meter readers to try and obtain a reading from your meter at least twice a year.
  - If they cannot gain access to your meter we will take every step we can to obtain the meter reading from you. We are as keen as you that your account is kept up to date so you only pay for the energy you use.
  - Every customer who has provided us with an email address will be sent an email every 3 months asking for a meter reading as a reminder.
  - If you supply us with a meter reading we will reflect that reading in your next bill. This reading will correct any over or under estimation.
  - If you have a query regarding your meter we will attempt to resolve it over the phone. If we have to look into the issue further we will respond to you within 2 working days.
  - If you would like an appointment booked for an engineer to investigate any aspect of your metering system we will start the process for you within 2 working days.
- If you require a meter for a new connection we will arrange with you a convenient time for this to happen. For both a single and 3 phase meter this will be within 20 days. Charges will apply.
  - For other metering jobs we will arrange an engineer to visit within 20 days. Where this relates to a problem with the meter there will be no charge, certain cosmetic jobs will have an associated meter charge.
  - We understand how frustrating it is when you have to wait in all day for an engineer to arrive and have no idea when they might turn up: We can therefore offer you an all day appointment, morning or afternoon appointment for any metering work.
  - You will receive written confirmation of your appointment, date and time slot at least 2 days before the appointment.
  - If you would like any data relating to your account the vast majority of this can be found in your online customer area. If you require information not available in your customer area let us know and we will email this to you within 2 working days.
- If we fail to deliver on any of the above we will pay you £30.00 compensation.

## Assisting our Customers

We appreciate that there may be times when some of our customers find it difficult to keep on top of their energy bills.

In response we have drawn up a four stage process to help customers who might be struggling.

- Energy Saving Advice
- Energy Efficiency Grants
- Payment Options
- Helping Vulnerable Customers



### Energy Saving Advice

The Green Energy UK staff have undergone extensive training from the Energy Saving Trust so that we can offer free, impartial advice on energy saving and reducing energy waste.

We are full of ideas to help you cut your bills while cutting your carbon emissions at the same time.

It is recommended that your home stays at a temperature between 18-21°C, therefore our advice generally centres around the insulation of your home. We can direct you toward the relevant schemes to help you have a warm comfortable home while using the least amount of energy possible.

We can explain all the options open to you to enable you to make informed decisions on how you would like to heat and power your home. We can also offer advice on cutting costs and emissions at your place of work.

If you would like to have a chat just give us a call on 01920 486 156. For more information please visit: [www.greenenergyuk.com](http://www.greenenergyuk.com)

### Energy Efficiency Grants

We know how it can be, a million things to do and something always gets forgotten!

Let us do the research for you!

If you are in receipt of state benefits, have a child aged under 16 living in your property or you are aged over 60 you may be entitled to an energy efficiency grant.

There are also Green Energy UK specific schemes that you may be entitled to such as special rates for our customers with disabilities.

We have a policy team working on everything from the Green Deal to Smart Grids, so if you have any queries regarding schemes either nationwide or specific to us then send us an email, [help@greenenergyuk.com](mailto:help@greenenergyuk.com), or call us on 01920 486 156.



### Payment Options

If you are having problems with your payments our first piece of advice would be... **Talk to us!**

Once we are aware of the problem we can help you towards a resolution. We ask all our customers to pay by direct debit, this is because it helps everyone to budget for fuel bills. We can offer a direct debit for either a fixed or variable amount, to suit different budgeting requirements. We can also offer different payment dates to suit you.

We also offer an online customer area where you can keep track of all your bills and payments.

### Helping Vulnerable Customers

Please let us know if you or anyone living in your property is of pensionable age, has a disability or is chronically sick. We can put a range of measures in place to assist, as well as making sure all our agents and concerned industry parties are also aware.

## Electricity Distribution Companies and Gas Transporters

There are some aspects of your energy supply that are controlled by our distribution partners. This is to ensure continuity of supply through the National Grid. We are responsible for procuring, metering and billing your Electricity and Gas. However if for example a tree falls onto power lines or there is a gas pipeline issue, disrupting your service then it will be our network partners who will be the one's responsible for fixing it.

Pages 8 through to 13 here, provide you with information on what to do in such circumstances and these companies have their own Guaranteed Standards of Service which we have published verbatim for your convenience.

The language might be different from the Green Energy UK Customer Promise because we have taken them word for word from their documentation so there is no misunderstanding about what you are entitled to.

We have also included a map detailing which company serves which region and a list of useful contact numbers for you to contact should you be affected.

### Postal addresses for Electricity Distribution Companies:

**Electricity North West** – 304 Bridgewater Place, Birchwood Park, Warrington, WA3 6XG

**Northern Powergrid** – Lloyds Court, 78 Grey Street, Newcastle Upon Tyne, NE1 6AF

**Scottish & Southern Energy** – Inveralmond House, Dunkeld Road, Perth, PH1 3AQ

**Scottish Power** – 1 Atlantic Quay, Robertson Street, Glasgow, G1 8SP

**UK Power Networks** – 237 Southwark Bridge Road, London, SE1 6NP

**Western Power Distribution**

**(South Wales & South West)** - Elliott Road, Prince Rock, Plymouth, Devon, PL4 0SD

**(Midlands)** - Pegasus Business Park, Herald Way, Castle Donington, DE74 2TU

### Emergency Numbers

Covering Region	Emergency/Loss		General Enquiries
10 Eastern England	105	UK Power Networks	0845 601 4516
11 East Midlands	105	Western Power Distribution	0800 096 3080
12 London	105	UK Power Networks	0845 601 4516
13 Merseyside, Cheshire, North Wales & North Shropshire:	105	SP Energy Networks	0330 1010 300
14 West Midlands	105	Western Power Distribution	0800 096 3080
15 North East England	105	Northern Powergrid	0800 011 3332
16 North West England	105	Electricity North West	0800 195 4141
17 North Scotland	105	Scottish and Southern Electricity	0800 048 3515
18 Central & Southern Scotland	105	SP Energy Networks	0330 1010 300
19 South East England	105	UK Power Networks	0845 601 4516
20 Southern England	105	Scottish and Southern Electricity	0800 048 3516
21 South Wales	105	Western Power Distribution	0800 096 3080
22 South West England	105	Western Power Distribution	0800 096 3080
23 Yorkshire	105	Northern Powergrid	0800 011 3332



# Electricity Supply Problems

## *Restoring supply during normal weather*

• Distribution companies have 12 hours to restore the electricity supply if it fails during normal weather conditions. If they fail, you may be eligible to claim £75 for domestic or £150 for non-domestic customers. For incidents affecting 5,000 or more premises which are interrupted by a single fault, they'll restore it within 24 hours. If this fails you may be eligible to claim £75 for domestic or £150 for non-domestic. A further £35 would be paid for each additional period of 12 hours in which supply is not restored (up to a cap of £300 in total).

## *Restoring supply during extreme weather*

• During extreme weather it may take longer to restore your supply. You might be entitled to compensation if your supply isn't restored in 24 – 48 hours, depending on the number of faults and how many customers are affected. If it is valid, they'll pay £70 for a domestic or non-domestic customer and a further £70 for every additional 12 hours you don't have electricity up to a maximum of £700.

## *Main Fuse*

• If your main fuse fails and cuts off your electricity supply your distribution company will call to rectify the problem. The engineer will arrive within 3 hours when notified between 7am – 7pm on a weekday. On a weekend or public holiday they should arrive within 4 hours when notified between 9am – 5pm. If this fails you may be eligible to claim £30 for domestic or non-domestic customer.

## *Rota Disconnections*

• On rare occasions there may be supply shortages in your area and your electricity supply may need to be interrupted on a rota basis to share the available power. Your local distributor will aim to minimise the amount of time your supply is affected in such cases. They'll ensure a total of no more than 24 hours without electricity during the period covered by a rota disconnection event. If they fail you may be eligible to claim £75 if you are a domestic customer or £150 if a non-domestic customer.

## *Supply Interruptions*

• If your local distribution company needs to interrupt your supply, they'll give users at least 2 days notice. You may be eligible to claim £30 for domestic or £60 for non-domestic if the required notice is not given or if the energy supply is interrupted on a different day than initially advised.



## *Voltage Queries*

• If you tell your local distribution company about a problem with your voltage, they'll either give you a written explanation within 5 working days or offer to come and investigate within 7 working days. If they fail to keep or make an appointment, or send an explanatory letter, you may be eligible to claim £30 for a domestic or non-domestic customer.

## *Making and keeping appointments*

• When your local distribution company needs to visit your site, they will make and keep timed appointments. They'll offer to come in the morning (before 1pm), afternoon (after 12pm) or within a 2 hour time slot. If they fail to do so you may be eligible to claim £30 for a domestic or non-domestic customer.

## *Multiple supply interruptions*

• If your supply is interrupted for more than 3 hours on four or more separate occasions during a 12 month period from 1 April, you may be eligible to claim £75 for a domestic or non-domestic customer. In order for your claim to be verified you'll need to provide the address of the premises affected and the dates of the electricity supply failures. Incidents for which a payment has already been made cannot be included in your claim.

## *Supply disruption repayments*

• In cases where a payment is due to you, your distribution company will send it to you within 10 days, except in the case of 'Supply Restoration during Severe Weather' when the distribution company will issue payment as soon as is reasonably practicable. If this does not happen you may be eligible to claim a further £30 for domestic or non-domestic customers.

## *Making a Claim*

• Please see page 6 for contact details of your local distribution company. All claims must be sent to the distribution company within three months of the electricity supply being restored.

**Postal addresses for gas transporters:**

**National Grid** – Grand Buildings, 1–3 Strand, London, WC2N 5EH

**Northern Gas Networks** – 1100 Century Way, Thorpe Park, Leeds, LS15 8TU

**Scotland Gas Networks** – St Laurence House, Station Approach, Horley, Surrey, RH6 9HJ

**Southern Gas Networks** – St Laurence House, Station Approach, Horley, Surrey, RH6 9HJ

**Wales & West Utilities** – Wales & West House, Spooner Close, Newport, NP10 8FZ

**Emergency Numbers**

Region	Gas Transporter	Covering Region	General Enquiries
EM	National Grid Gas	East Midlands	0845 835 1111
EA	National Grid Gas	East Anglia	0845 835 1111
NT	National Grid Gas	London	0845 835 1111
NW	National Grid Gas	North West	0845 835 1111
WM	National Grid Gas	West Midlands	0845 835 1111
NE	Northern Gas Networks	North East	0800 040 7766
NO	Northern Gas Networks	Northern	0800 040 7766
SC	Scotland Gas Networks	Scotland	0800 912 1700
LC	Scotland Gas Networks	Campbelltown	0800 912 1700
LO	Scotland Gas Networks	Oban	0800 912 1700
LT	Scotland Gas Networks	Thurso	0800 912 1700
LW	Scotland Gas Networks	Wick	0800 912 1700
LS	Scotland Gas Networks	Stranraer	0800 912 1700
SO	Southern Gas Networks	Southern	0800 912 1700
SE	Southern Gas Networks	South East	0800 912 1700
SW	Wales & West Utilities	South West	0800 912 2999
WA	Wales & West Utilities	Wales	0800 912 2999

The National Gas Emergency Service operates 365 days a year, 24 hours a day. Smell Gas? Call free on **0800 111 999**.



## Gas Supply Problems

*If you smell gas you should call the emergency number 0800 111 999 immediately.*

### Supply Restoration

- If you are a domestic customer and your gas supply is interrupted as a result of a failure or damage to your Gas Transporter's pipeline system you will be reconnected (i.e. gas will be available at your property) within 24 hours.
- If the gas transporter fails to reconnect you within 24 hours, you may be eligible to claim £30 for domestic or £50 small non-domestic. The same amount of compensation would be paid for each additional period of 24 hours until the customer's supply is restored up to a maximum of £1000.

### Exemptions from Payments:

- If the event was caused by an act or default of the customer
- Where more than 30,000 customers are interrupted
- If the event was caused by severe weather or other exceptional circumstances beyond the control of distribution company and all reasonable steps had been taken to prevent the circumstances from occurring and from causing the interruption



### Heating and Cooking facilities for priority domestic customers

- If you are registered on your supplier's Priority Service Register and your gas supply is interrupted, you will be provided with alternative heating and cooking facilities within 4 hours, or if more than 250 customers are affected, within 8 hours (8pm-8am excluded). A customer may not be eligible for payment where they already have alternative heating/cooking facilities or where they have already declined an offer of alternative heating/cooking facilities.

### Planned Supply Disruptions

- When the gas transporter carries out planned work to replace pipes or maintain the integrity of the gas system, they may need to interrupt your gas supply. If so, your gas transporter will inform you of the date they expect to interrupt you and the reason why your supply needs to be interrupted, at least 5 working days before the interruption occurs.
- If the gas transporter fails to provide notice of a planned interruption, you will be eligible for a compensation payment of £20 for Domestic and £50 for non-Domestic customers. This claim must be made within 3 months of the service interruption.

### Responding to Complaints

- If you complain to a gas transporter in writing or over the telephone, the gas transporter will respond substantively to your complaint within 10 working days of receiving your complaint.

However if a visit to your premises or additional information from a 3rd party is required to enable resolution of the complaint, the gas transporter will issue an initial written response within 10 working days of receiving your complaint to explain this situation and will then respond substantively within 20 working days from receipt of the complaint.

- If the gas transporter fails to meet this standard you will receive a payment of £20 and £20 for each succeeding period of 5 working days thereafter, up to a maximum of £100.

### Reinstatement of Customers Premises (due to gas work)

- If the gas transporter initiates work on your premises, your premises will be reinstated within 5 working days of the completion of the engineering work.
- If the gas transporter fails to meet these standards you will receive a payment of £50 for Domestic and £100 for non-Domestic customers. The same level of compensation will be paid for each additional period of 5 working days until the supply is restored. Please note, payment may not be due where the customer has initiated works or the customer's own actions (or a person under the customer's control) has led to the work being required.

### Notification and payments under the Guaranteed Standards listed above

- Where a gas transporter has failed any of the above they will write to inform you (or us) and make the payment within 20 working days of compensation becoming due.
- If the gas transporter fails you will receive a payment of £20 in addition to any payments listed above you are entitled to.

### Making a claim

- Please see page 10 for contact details of your local network company. All claims must be sent to the network company within three months of the gas supply being restored.

## Making a Complaint

At Green Energy UK, our aim is to always exceed these targets but in the rare event that we don't, we - or the energy distributors, will pay you compensation as detailed within this booklet.

We always strive to deliver the best possible customer care, but if you have any concerns relating to our service, our web site or the way we handle your account then please let us know so we can do our best to put the matter right.

In the first instance you can call us on 01920 486 156. Alternatively, you can email us at [help@greenenergyuk.com](mailto:help@greenenergyuk.com)

We will look into the matter and get back to you within 5 working days. If after our response you are not satisfied with the outcome, or the way you have been treated, then please write to:

The Directors,  
Green Energy (UK) plc,  
Black Swan House,  
23 Baldock Street,  
Ware. SG12 9DH

In the unlikely event that we cannot resolve your complaint within eight weeks, or we issue you with a deadlock letter, you have the right to contact the Energy Ombudsman. They will refer the matter back to us if you have not escalated the matter through our formal channels, so please contact us first.

Details of how to contact the ombudsman or to view the Citizens Advice 'Knowing your Rights' Document are available at [www.greenenergyuk.com/Complaints](http://www.greenenergyuk.com/Complaints)

The Ombudsman can be contacted by phone on 0330 440 1624, by post by writing to  
PO Box 966,  
Warrington.  
WA4 9DF  
or by visiting [www.Ombudsman-Services.org](http://www.Ombudsman-Services.org)

**If you feel that we have not been able to keep our promises in relation to the way we deal with you and would like to claim compensation please email [help@greenenergyuk.com](mailto:help@greenenergyuk.com) requesting your refund.**

Our contracts, deemed or otherwise are governed by the Consumer Contracts Regulations 2013. This document sets out our responsibilities under the contract.

For more information, or a copy of the statutory instruments, please email [help@greenenergyuk.com](mailto:help@greenenergyuk.com)

# Privacy Statement

Green Energy (UK) Plc ("Green Energy") is committed to protecting your personal data. Please read the following privacy statement to understand how we use and protect the information that you provide to us.

## 1. INFORMATION THAT WE COLLECT FROM YOU

The personal data we collect will be the information that you provide and will include your name, address, phone numbers and email address and may also include your bank account details and any other information about you from the e-mails, letters or other information you provide to us. We may also collect information from and about the operation of your account with us.

## 2. BASIS FOR PROCESSING AND USE OF YOUR DATA

**2.1** Where you are, become or enquire about becoming a customer of Green Energy, the basis for our processing of your personal data will be to enter into and perform the contract between you and us. This will include billing and providing up to date information on efficiency and safety issues.

**2.2** We may from time to time send you information about matters that we believe will be of interest to you. The basis for our processing of your personal data there will be legitimate interest and/or your consent.

## 3. DISCLOSURE OF YOUR INFORMATION

**3.1** We may employ other companies to provide services for us. These companies will have access to the personal information needed to perform their functions and not for any other purpose. Those functions may include recovering debts, tracing debtors and preventing money laundering and fraud, transferring or cutting off your supply.

**3.2** If our business is merged with another business entity, your information may be disclosed to our new business partners or owners.

**3.3** We may disclose your details to credit reference agencies for the purpose of assessing your credit score where this is a condition of us entering into a contract with you.

**3.4** We operate in a regulated industry and under the terms of a licence and we are required to

disclose information about you and your supply under our contract in accordance with the terms of that licence.

**3.5** Unless required to do so by law, we will not otherwise share, sell or distribute any of the information you provide to us without your consent.

## 4. SECURITY AND DATA RETENTION

**4.1** We employ appropriate security measures to protect your information from access by unauthorised persons and against unlawful processing, accidental loss, destruction and damage.

**4.2** We will retain your information for a reasonable period or as long as the law requires, taking into account the nature of the information and purpose for which it has been obtained and is used or held.

## 5. CHANGES TO OUR PRIVACY STATEMENT

Any changes to our privacy statement in the future will be posted to our website and, where appropriate, provided through e-mail notification.

## 6. YOUR RIGHTS

**6.1** You have the right to access information held about you and the right to request that information be deleted or corrected (as appropriate). You also have the right to request that your information be transferred to another organisation. You can exercise these rights at any time by emailing [help@greenenergyuk.com](mailto:help@greenenergyuk.com)

**6.2** Questions, comments, concerns and requests regarding this privacy statement or our collection or use of your information are welcomed and should be addressed to [help@greenenergyuk.com](mailto:help@greenenergyuk.com)

**6.3** The Information Commissioner's Office is the UK's supervisory authority for privacy and data protection matters - for more information visit [www.ico.org.uk/concerns](http://www.ico.org.uk/concerns)

# Green Energy (UK) plc terms and conditions for domestic properties.

## Section 1: Definitions

**Contract** – these terms and conditions and the Welcome Letter.

**Energy** – either or both of gas and electricity (as agreed between you and us for the purposes of the Contract).

**Green Deal Plan** - means a 'green deal plan' as described in the Energy Act 2011, being an arrangement pursuant to which payments in instalments ("Green Deal Charges") are due to be paid to an authorised provider ("Green Deal Provider") and are collected by energy suppliers under energy supply contracts.

**Licence** – our Energy licence granted by Ofgem.

**Network** – the network of the Network Company.

**Network Company** – the company licensed by Ofgem to operate the Energy network local to the Property.

**Ofgem** – the energy regulator for Great Britain.

**Payment Method** – prepayment via a prepayment meter, or direct debit or cheque monthly or quarterly in arrears.

**Property** – the property identified by you for the purposes of the Contract as the domestic property to which we will supply Energy.

**Welcome Letter** – means the letter we will send to you (by post or electronically) to confirm the details agreed as part of your application.

**we/us/our** – Green Energy (UK) plc, a company incorporated in England and Wales with company number 4194006.

**you/your** – the person who has agreed to enter into this Contract with us. If more than one person is named on the account then they will each be held jointly liable for any monies outstanding.

## Section 2: Contract

2.1 This Contract is between you and us for the supply of Energy.

2.2 We may transfer our rights and obligations under this Contract to another company. If we do so, your rights will be unaffected. You cannot transfer your rights and obligations under this Contract without our written permission.

2.3 We reserve and maintain our rights set out in electricity or gas legislation and our Energy licence.

2.4 We may need to vary the provisions of this Contract to meet legal and/or regulatory requirements, or as a result of any changes in law or to our Licence or the industry codes. We can make such variations by giving you notice of them.

2.5 If we plan to make any changes to this Contract which will increase the charges or are to your disadvantage, our Licence generally requires us to give you 30 days prior notice of when the changes will take

effect. Where this is the case, we will give you at least 30 days prior notice. If you do not accept the changes, you can end this Contract by arranging to switch to a different supplier. If you do this, the changes will not affect you unless your transfer to a new supplier does not take place within six weeks. In that case we reserve the right to implement the new terms with effect from the date previously notified.

2.6 Details of the service quality levels we aim to provide, and of the compensation we will pay you if we fail to do so, can be found at [www.greenenergyuk.com/customer-promise](http://www.greenenergyuk.com/customer-promise). Details of our complaints procedure can be found at [www.greenenergyuk.com/complaints](http://www.greenenergyuk.com/complaints).

## Section 3: Sign Up and Transfer of Supply to Us

3.1 By entering into this Contract you confirm that you own and/or live in the Property or that you are responsible for arranging the Energy supply to the Property. You also confirm that the Property is connected to the Network, and that you will use the Energy only for domestic purposes.

3.2 Subject to Section 3.6, you will have signed up to this Contract by:

- completing an application over the internet;
- completing an application over the telephone; or
- completing an application and posting it to us.

3.3 You have a right to cancel this Contract within 14 days of the date you signed up.

3.4 If we are taking over from another supplier as the supplier of Energy to the Property, we will aim to complete the transfer within 21 days after the expiry of your right to cancel. Under certain circumstances (as prescribed by our Licence) we may not be able to complete the transfer within 21 days. Where this is the case, we will complete the transfer as soon as we can.

3.5 Once we are registered under the industry rules as the supplier of Energy to the Property, we will supply Energy to the Property until this Contract ends.

3.6 The Energy legislation provides for a deemed contract to arise between you and us where (i) you own or occupy the Property; (ii) we supply Energy to the Property; and (iii) we do not have a contract with any other person for the supply of Energy to the Property. In those circumstances, this Contract will be your deemed contract for the supply of Energy to the Property, and:

- there will be no Welcome Letter;
- the charges payable by you for the Energy will be as set out on our website [www.greenenergyuk.com](http://www.greenenergyuk.com);
- the Payment Method will be payment by cheque monthly in arrears (or by prepayment meter where applicable); and
- this Contract will end where you start to receive a supply of Energy, either from us or from another supplier, under a contract you have agreed with us or the other supplier.

## Section 4: Charges

4.1 The charges payable by you for the Energy will be set out in the Welcome Letter. We may change the charges in accordance with section 2 and our Licence. Up to date information on all applicable charges may be obtained from [www.greenenergyuk.com](http://www.greenenergyuk.com).

4.2 All charges will be subject to UK tax or duty at the prevailing rates, which you must pay in addition.

4.3 Before or after the start of this Contract, we may assess your circumstances (for example, we will look at how likely we think you are able to pay our charges). Depending on the result of our assessment, we may charge different prices or ask you to pay in a certain way, to pay a security deposit or to use certain meter types (for example, a prepayment meter). We will base our decision on information that we hold about you or information you or a credit-reference agency give us.

4.4 If you take, or attempt to take, Energy by interfering with our, or the Network Company's equipment, we may disconnect your Energy supply, calculate how much you owe us, bill you for charges and refer the matter to the appropriate authorities.

## Section 5: Billing

5.1 We will send you regular bills or statements setting out the Energy supplied and the charges payable under this Contract (together with any other information required by our Licence).

5.2 All outstanding charges on your account must be paid by you in accordance with the Payment Method set out in your Welcome Letter (or as subsequently changed in accordance with this Contract).

5.3 We will estimate your bill if we do not have an up to date meter reading. We will adjust your next bill on receipt of an actual meter reading or if other information subsequently becomes available.

5.4 We will only charge you for units of electricity which we reasonably consider to have been consumed and amounts in respect of a standing charge or other supply charge accrued within the period of 12 months preceding the date of our bill. This will not apply where we have been unable to bill the correct amount for electricity consumed in any period due to any obstructive or manifestly unreasonable behaviour on your part or in other circumstances permitted by law.

5.5 If you do not pay our charges we reserve the right to carry out one or more of the following actions (subject to compliance with our Licence):

- charge interest at the Bank of England base rate plus 4 percentage points;
- require you to pay by an alternative Payment Method;
- change the frequency of when your bills are sent;
- ask for a security deposit under section 6;
- take legal action;
- ask debt collection agencies to act on our behalf;
- obtain a warrant to enter the Property;

- fit a prepayment meter at the Property;
- discontinue the supply of Energy to the Property.

5.6 We may also charge you for any costs incurred as a result of your late payment or in connection with recovering money you owe us, including costs incurred in performing any of the above actions.

5.7 If you owe your previous supplier money for the period prior to the start of supply under this Contract, and the debt is transferred to us, you will pay us the amount owed together with any reasonable administration costs we incur.

5.8 Gas meters measure your consumption either in cubic meters or in cubic feet. The amount of gas you are billed for depends on a number of variables such as calorific value and pipe pressure. We will convert your gas meter read into kWh in accordance with the relevant gas legislation.

## Section 6: Security Deposit

6.1 If we are concerned about your ability to pay our bills or if you fail to pay your bills in accordance with clause 5, we may ask you to pay a reasonable deposit as security for payment of our bills. You must pay this by the date we give you. We will give you a reasonable time to pay us. We will not ask for a deposit if we install a prepayment meter at your property.

6.2 Title in any security deposit will vest in us, but we will pay you an equal amount after the payment of our final invoice or if we agree that a security deposit

is no longer necessary (subject to any amounts deducted by us in settlement of outstanding charges).

## Section 7: Metering

7.1 We will ensure where possible that the meter at the Property is read every two years.

7.2 If we have not taken an actual meter reading, we will estimate your bill based on your previous usage. If this is not available we will use industry averages to estimate your Energy consumption. If you have provided a meter reading, we will use this unless we have reason to believe it is inaccurate.

7.3 We will use meter readings as proof of your energy usage unless your meter is found to be faulty.

7.4 Either of us can ask for the meter at the Property to be tested by an independent meter examiner. If you ask for a test you may be charged for the test. If the meter is found to be inaccurate, any charges for testing the meter will be refunded.

7.5 If Energy is supplied to the Property through a prepayment meter, and you use an electronic or token meter, it is your responsibility to make sure you buy enough credit units. You must also keep and look after the plastic card (or other device), keeping it clean, safe and free from damage. If you fail to do this, we may charge you any costs we have to pay to replace them.

7.6 You must not interfere with or damage (or allow others to interfere with or damage) the

Energy meter at the Property.

7.7 Where the meter at the Property does not meet the statutory requirements or we have to install a prepayment meter or you request that a prepayment meter is changed to a standard meter, then we may charge you for any work done to your meter.

7.8 Where a smart meter is installed in your property in line with the SMETS code of practice by agreeing to these Terms and Conditions you agree to allow us to record half hourly interval data from that meter. Should you not want us to record this data you must notify us in writing

## Section 8: Access to the Property

8.1 You will ensure that we and the Network Company (or anyone authorised by us or them) is given safe access to your property at reasonable times for all reasonable purposes in connection with the supply of Energy, including without limitation, reading, inspecting, maintaining or replacing the meter or other Energy equipment at the Property, or cutting off the Energy supply in accordance with our or their rights under legislation or the industry codes.

8.2 Where reasonably possible (except for meter readings), reasonable advance written notice will be given prior to us exercising these powers of entry. These powers of entry are subject to statutory and regulatory restrictions. Any person authorised by us will carry and produce a

duly authenticated document showing his authority.

8.3 Aborted visit charges may be applied to your account if we have arranged for an engineer to visit your property at a specific time and no access is granted.

8.4 If you do not have a smart meter fitted, we will request access, such access not to be unreasonably withheld, to fit a smart meter at a mutually convenient time.

## Section 9: Ending this Contract

9.1 We may end this Contract if you have failed to pay our charges under this Contract, you cannot pay your debts, or you have failed a credit check, and

- you have refused our offer to allow you to pay in instalments or to have a prepayment meter fitted; or
- it is not reasonably possible for us to fit a prepayment meter.

9.2 If any of the above circumstances apply before the transfer of your supply to us has been completed under the industry codes, we may immediately terminate this Contract in writing. In other cases we will give you 7 working days' notice of termination.

9.3 This Contract will automatically end if Ofgem requests another supplier to provide Energy to the Property under the supplier of last resort scheme set out in our Licence.

9.4 Where you are selling or leaving the Property, you must give us at least two working days' notice of the date you are leaving, and a final meter reading for the time period you

were residing in the property. This Contract will then end on the date so notified. If we do not receive the required information, this Contract will end on the date on which any other person begins to take a supply of Energy at the Property (or, if earlier, at the end of the second working day after you have notified us that you have stopped owning or occupying the Property).

9.5 You can transfer the Property's supply of Energy to another supplier at any time by giving us notice. If you do not provide us with an accurate meter reading for the end of this Contract, this will be deemed by your new supplier. If you have not paid any outstanding Energy charges, we may stop you switching to another Energy supplier.

9.6 You will be liable to pay for the Energy supplied to the Property until such time as this Contract ends. We will aim to send you a final bill within 6 weeks after the end of the contract, but this will be subject to reconciliation if further information subsequently becomes available.

## Section 10: Data Protection

10.1 We will comply with all applicable legislation and requirements in relation to protecting your personal data. Our policy on these matters is set out in our Privacy Statement, a copy of which is attached.

## Section 11: Liability

11.1 We are liable for death or personal injury caused by our negligence, and for any other

liabilities that cannot be limited as a matter of law.

11.2 We are responsible for any loss that is a foreseeable consequence of our breach of this Contract, provided that we will not be liable for losses that arise as the result of a matter beyond our reasonable control; or for any loss of income or business.

11.3 The maximum amount of our liability to you under or in connection with this Contract is limited to £100,000 per incident up to a maximum £1,000,000 in any calendar year; this limit does not apply to liabilities that cannot be limited as a matter of law.

11.4 The supply of Energy under this Contract will be delivered to the Property by the Network Company. We do not guarantee the supply of Energy to the Property at all times.

11.5 Nothing in this Contract shall limit or affect our rights or powers under our Licence or legislation.

## Section 12: Green Deal

12.1 If the Property is (or becomes) subject to a Green Deal Plan, we will collect Green Deal Charges from you and pass these to the Green Deal Provider (or its nominee).

12.2 We will only collect Green Deal Charges under this Contract that become payable after the date we commence supplying electricity under this Contract. Once we stop supplying electricity to the Property, you remain liable under this Contract for the Green Deal Charges incurred during the period in which we supplied you with electricity.

12.3 Despite the Contract ending, while you are the Green Deal bill payer under the Green Deal Plan, you will remain liable for the Green Deal Charges.

12.4 If you don't pay the Green Deal Charges, we'll have the same rights as if you owed us any other money under this Contract.

### Section 13: Energy Terms of Connection

We are acting on behalf of your energy network operator to make an agreement with you. The agreement is that you and your energy network operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. When you enter into this contract it may affect 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 energy to, or accepts energy from, your premises. 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  
7065100 Website:  
[www.connectionterms.org.uk](http://www.connectionterms.org.uk)

### Section 14: General

14.1 This Contract constitutes the whole and only agreement between you and us relating to the supply of Energy to the Property.

14.2 If the Property is in England or Wales, this Contract shall be governed by the laws of England and Wales and any disputes arising from or in connection with this Contract shall be dealt with by the courts of England and Wales. If the Property is in Scotland, this Contract shall be governed by Scots law and any disputes arising from or in connection with this Contract shall be dealt with by the Scottish courts.

14.3 You hereby appoint us as your agent for the purpose of obtaining your supply number or other relevant information from your Network Company. You also authorise us to obtain and use any information your previous supplier has about the supply of Energy to the Property or the meters at the Property.

14.4 If we delay in taking action when you breach this Contract, we will still be entitled to take action to enforce a similar (or any subsequent) breach of this Contract.

14.5 If any part of this Contract is declared invalid by a court or regulatory authority, the validity of the rest of this Contract will not be affected.

14.6 If you believe that there has been an escape of gas at the Property, you must immediately call the Network Company on 0800 111 999 and they will provide any emergency services for which you must allow them access.

14.7 In a gas emergency we or the Network Company may ask you to turn down your gas supply or stop using it all together. In the event of a gas emergency you must follow instructions given to you at the time.

14.8 Our notices to you will be sent to the Property or such other address where you have asked us to send your bills. Your notices to us must be sent to: Green Energy (UK) plc, Black Swan House, 23 Baldock Street, Ware, SG12 9DH. You must include your electricity supply Number and/or gas MPRN.

**Green Energy (UK) plc, Black Swan House, 23 Baldock Street, Ware. SG12 9DH**  
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