

Green Energy (UK) Limited terms and conditions for small businesses



Section 1: Definitions

Contract – these terms and conditions and the contract form.

Contract form – the document which attaches or otherwise incorporates these terms and conditions, and sets out the details agreed in respect of your supply.

Energy – gas and/or electricity (as applicable to the contract).

Micro business – a consumer at a premises not used for domestic purposes that does not consume more than 100,000 kWh of electricity or 293,000 kWh of gas per annum, has less than 10 employees and a turnover of less than €2 million per annum.

Licence – our energy supply licence granted by Ofgem.

Network operator – the company that maintains the energy distribution grid in the area in which the Premises are located (the 'network').

Ofgem – the Office of Gas and Electricity Markets, the energy regulator for Great Britain.

Premises – the address where we will supply energy to you.

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

You/your – Our customer named on the account. 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 If the address that the energy is supplied to 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 address that the energy is supplied to 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.

2.3 We may transfer this contract (or our rights and/or obligations under this contract) to another company, on notice to you. If we do so, your rights under the contract will otherwise be unaffected. You cannot transfer your rights and obligations under this contract without our written permission.

2.4 We and your network operator(s) reserve

and maintain our rights set out in energy legislation and our licence. Your network operator(s) may enforce any provision of this contract in which it has rights.

2.5 We may need to vary the terms of this contract to meet legal and/or regulatory requirements, including as a result of any change to the terms of our licence made by Ofgem. We can make such variations by giving you written notice of them.

2.6 If we make changes to the contract which are to your significant disadvantage, we will notify you of when they will take effect. If you do not accept the changes, you can end this contract by telling us within 14 days of receiving our notification and arrange your 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.

2.7 The identity of the licensee under this contract is Green Energy (UK) Limited of

Black Swan House, 23 Baldock Street, Ware, Hertfordshire, United Kingdom SG12 9DH. You may write to the licensee at Black Swan House, 23 Baldock Street, Ware, Hertfordshire, United Kingdom SG12 9DH.

Section 3: Sign Up and Transfer of Supply

3.1 By entering into this contract you confirm that you own and/or occupy the premises or that you are responsible for arranging the energy supply to the premises. You also confirm that the premises is connected to the network, and that you will use the energy for non-domestic purposes (as further described in our licence).

3.2 Save where Section 16 (Deemed Contracts) applies, you will have signed up to this contract by you or your agent agreeing to the contract form, via email or another means.

3.3 The transfer will be completed within 21 days of the date on which you signed up with us.

3.4 Under certain circumstances (as prescribed by our licence), the transfer to us may take longer than this 21-day period. For example, this may apply if:

- your old supplier has objected to the transfer;
- you ask us to take over your supply at a later date;
- after taking reasonable steps, we do not have all the information we need from you to take over the supply and the information is not readily available from another source;
- after taking reasonable steps, we are prevented from completing the transfer due to a reason beyond our control; or
- you tell us that you now do not wish to transfer your supply.

3.5 If a transfer is delayed for any of the above reasons, we will complete the transfer as soon as we reasonably can, and in any event within 21 days of the date on which that reason no longer applies.

3.6 You confirm that your previous energy supplier has no reason to object to you transferring your supply to us.

3.7 Once we are registered under the industry

rules as the supplier of energy to the premises, we will supply energy to the premises under this contract until it ends.

Section 4: Charges

4.1 The charges you must pay for your energy supply are set out in your contract form, unless Section 16 (Deemed Contracts) applies.

4.2 Standing charges and availability charges will be applied to your bill from the supply start date with us irrespective of whether there is a meter on site or whether you are taking energy.

4.3 If you do not have the appropriate meter we can install or arrange to reconfigure/re-programme your meter, but we will not be able to start supplying you until this has been completed. We may charge you for any work done to your meter.

4.4 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.

4.5 We may change our prices in accordance with Section 2 (Contract) or Section 6 (Security Deposit). We can also change your charges if the pattern/quantity of energy supply which you require changes or differs from the information on which we based your quote. Up to date information on all applicable charges may be obtained from business@geuk.com.

4.6 In addition to the unit rates and standing charges which apply to your supply of energy, we may also charge you for additional items (as further described on our website, www.greenenergyuk.com), including:

- the reasonable costs of attempting to recover money you owe to us or where an attempted payment fails,
- any administrative or third-party costs associated with your breach of the terms

and conditions of this contract;

- reasonable costs incurred by us if you fail to keep an appointment agreed with us or our agents at a premises;
- reasonable costs incurred if you prevent us or our agent from accessing your meter for work or reading;
- charges for meter readings which you request, if more often than we are required to by law to undertake;
- the costs of making and sending copies of documents which you have already been provided;
- availability, capacity, reactive power and excess capacity charges which the network operator associates with your supply will be passed through directly to you;
- fees which you and your energy broker have agreed we are to collect from you and pay to your broker; and/or
- costs which we incur in meeting our costs under the following schemes (which will be passed through to you at the prevailing rate and which are subject to change without notice): the Contracts for Difference scheme and the Capacity Market scheme.

4.7 If you take, or attempt to use energy by interfering with our, or the network operator's equipment, we may disconnect your energy supply, calculate how much you owe us, bill you for charges and prosecute.

4.8 Our charges are stated exclusive of VAT, climate change levy and other taxes and duties on supplies of energy, which we will charge in addition (and which you must pay). We will charge you these taxes/duties unless you provide use with the necessary evidence and forms to enable us to apply an exemption. For example, we will charge you VAT on supplies to the premises at the standard rate unless:

- you send us a valid VAT declaration that shows you do not have to pay VAT on energy supplies at the premises or pay a reduced rate (in which case we will charge you at the reduced rate); or
- the supply to your premises is below 1,000 kWh per month in which case we will charge you VAT at the applicable reduced rate.

Section 5: Billing

5.1 We will send you regular bills or statements for the energy supplied. All outstanding charges on your account must be paid in accordance with the payment arrangement as set out on your bill.

5.2 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.

5.3 We will only charge you for standing charges and units of energy supplied which we reasonably consider to have accrued within the period of 12 months preceding the date of our bill (unless due to any obstructive or manifestly unreasonable behaviour on your part, and subject to any other exceptions that are permitted under our licence).

5.4 If you do not pay your bill we reserve the right to carry out the following actions at our discretion:

- charge interest at 4% above the base lending rate of Barclays Bank plc;
- require you to pay by an alternative method;
- change the frequency of when your bills are sent;
- require you to provide a security deposit;
- take legal action;
- ask debt collection agencies to act on our behalf;
- obtain a warrant;
- put a pre-payment meter in your premises; and/or
- arrange for the supply of energy to the premises to be cut-off.

5.5 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 (but not limited to) costs incurred in performing any of the above actions.

5.6 If you owe your previous supplier money at the date of changeover, we may add this to your bill and may charge you to cover our costs.

5.7 Gas meters may measure your consumption 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.

5.8 By giving you notice, we can offset any amount that we owe you under this contract or another contract in settlement of any amount you owe us under this contract or another contract. This applies to contingent amounts, as well as amounts that have already been invoiced. If a contingent amount is not yet known, we can set-off based on our estimate, subject to reconciliation once the amount is known.

5.9 If you have a contract with another company which is controlled by us, which controls us or is under common control with us, then you agree that we and such other company can (by both giving you notice) offset amounts that you owe us or them in settlement of amounts that we or they owe you.

Section 6: Security Deposit

6.1 We may run checks on your details with credit-reference and fraud-protection agencies to allow us to decide whether there is any risk that you may not pay your bills.

6.2 If we are concerned about your ability to pay our bills or if you fail to pay your bills in accordance with Section 5 (Billing), we may at any time require you to:

- pay a deposit as security for payment of our bills;
- pay in a different way;
- pay different prices to reflect the risk to us; or
- provide a guarantee in the requested format from your parent company or one or more of your shareholders, members or directors confirming that they will be responsible for any outstanding amounts due under this contract.

6.3 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 amounts that you owe us under this contract or any other contract).

6.4 We will not ask for a security deposit if we install a prepayment meter at the premises.

Section 7: Meter Reading

7.1 We will ensure where possible your meter is read every two years.

7.2 If we do not have a customer or 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 readings from the meter at the premises as proof of your energy usage (whether the energy is consumed at the premises or elsewhere), unless the meter is found to be faulty.

7.4 Either of us can arrange for the meter at the premises to be tested. If you ask for a test by an independent meter examiner you may be charged for the test. If the meter is found to be accurate, any charges made will not be refunded.

7.5 If you take a supply of energy 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 may have to pay (either directly or indirectly) as a result.

7.6 You must not interfere with or damage (or allow others to interfere with or damage) the meter at the premises.

7.7 Where the meter at the premises 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 premises in line with the SMETS code of practice, then by agreeing to this contract, you agree to allow us to record half hourly interval

data from that meter. If you do not want us to record this data you must notify us in writing.

7.9 You may (with our written agreement) make your own arrangements for the provision of meters, the maintenance of meters and/or the collection of data from meters. Where we so agree, then you shall ensure that: (a) the metering equipment for the premises is always installed, operated, maintained and read in accordance with the applicable energy industry rules; and (b) you contract with the relevant industry agents, and that such agents comply with the energy industry rules, and provide us with the information and data flows we require. You will be responsible for the acts and omissions of your agents, and liable to us for the costs and losses we incur as a result of those acts and omissions.

Section 8: Access to the Premises

8.1 We, your network operator(s), or anyone else authorised by us, may need safe access to your premises at reasonable times for the maintenance and operation of your energy supply, meter reading or replacement or to inspect and, if necessary, cut off the energy supply if it is reasonably suspected that it is dangerous to continue to supply your premises or for any other reasonable purpose in connection with the energy supply.

8.2 In all cases (except for meter readings) reasonable advance written notice will be given prior to us exercising these powers of entry. Any person authorised by us will carry and produce a duly authenticated document showing his authority. Aborted visit charges may be applied to your account if we have arranged for an engineer to visit your premises at a specific time and no access is granted.

8.3 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 You may end this contract on giving us not less than 28 days' notice. If we have agreed a

fixed term period, then the contract will not end before the end of the fixed term period. This contract will end when your transfer to an alternative energy supplier is completed. If you have not paid an outstanding energy balance, we may stop you switching that energy supply to another supplier.

9.2 Our acceptance of you as our customer is subject to the results of credit and status checks. Should these checks prove unsatisfactory we may cancel the contract by notice to you.

9.3 We may end this contract if you have failed to pay our charges, cannot pay your debts, or have failed a credit check, and:

- you have refused our offer to provide a security deposit or to have a prepayment meter fitted; or
- it is not reasonably possible for us to fit a prepayment meter.

9.4 If any of the above circumstances apply, and the transfer of your supply to us has not yet been completed, we may immediately terminate this contract in writing. If the supply transfer has occurred, then we will give you 7 working days' notice of termination.

9.5 This contract will automatically end if Ofgem requests another supplier to provide energy to the premises under the supplier of last resort scheme referred to in our licence.

9.6 We will close your account to the final meter reading, in the absence of a firm reading from you this will be deemed by your new supplier, you must pay the balance in full.

9.7 The ending of this contract does not affect your liability to pay charges in relation to the period prior to its ending.

9.8 Where you are vacating the premises, you are required to give us at least 10 working days' notice of the date you are leaving, and a final meter reading. This contract will 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 own or occupy the premises and takes a supply of energy at those premises, or, if earlier, on the end of the tenth working day after you have notified us that you have

stopped owning or occupying the premises. You will be liable to pay for the energy supplied to the premises until such time as this contract ends.

9.9 If you end this contract before the end of a fixed price period, then we may charge you an exit fee. If an exit fee applies, it will be described in your contract form.

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 or our breach of statutory duty, but:

- our total liability under or in connection with this contract shall not exceed £100,000;
- we shall have no liability for any loss caused by an event or circumstances beyond our reasonable control; and
- we shall have no liability for any business losses including loss of revenue, loss of profit, loss of goodwill, failure to make anticipated savings and any indirect or consequential loss.

11.3 The supply of energy under this contract will be delivered to the premises by the network company. We do not guarantee the supply of energy to the premises at all times, or the quality or characteristics of the supply (all of which are matters for the network company).

11.4 Nothing in this contract shall limit or affect our rights or powers under our licence or at law.

Section 12: Electricity Connection Terms

12.1 We are acting on behalf of your electricity 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 or business. **In the case of some non-domestic sites, as further described in the NTC, the NTC provide for the continuing application of site-specific connection terms agreed with a previous owner or occupier of the site.** Your network operator will be able to tell you whether or not site-specific connection terms exist. If you want to know the identity of your network operator, or want a copy of the NTC or have any questions about it, please write to:

Energy Networks Association, 1st Floor, 4 More London Riverside, London, SE1 2AU; phone 0207 706 5137, or see the website at www.connectionterms.co.uk.

Section 13: Gas Interruptions and Emergencies

13.1 You must tell us if you have agreed with the gas network company or a previous gas supplier that your gas supply can be interrupted or stopped in the event of a gas shortage.

13.2 In a gas emergency we or the gas network company may ask you to turn down your gas supply or stop using it all together.

13.3 In the event of a gas emergency you must follow instructions given to you at the time (whether by us, the Network Company or a government body).

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 premises.

14.2 You hereby appoint us as your agent for the purpose of obtaining your supply number or other relevant information from your network company and/or your previous supplier. You will allow us to obtain and use

any information your previous supplier has about your meters.

14.3 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.

14.4 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.

14.5 Our notices to you will be sent to the address where we send your bills. Your notices must be sent to Green Energy (UK) Limited, Black Swan House, 23 Baldock Street, Ware, SG12 9DH. You must include your energy supply number (MPAN/MPRN).

Section 15: Service Levels and Complaints

15.1 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.

15.2 Details of our complaints procedure can be found at www.greenenergyuk.com/complaints.

Section 16: Deemed Contracts

16.1 The energy legislation provides for a deemed contract to arise between you and us where (i) you own or occupy the premises; (ii) we supply energy to the premises; and (iii) we do not have another contract for the supply of energy to the premises. In those circumstances, these terms and conditions will govern your deemed contract for the supply of energy to the premises; for which purpose:

- there will be no contract form;
- the charges payable by you for the energy will be our deemed rates as notified to you from time to time;

- the payment terms/method will be as we notify to you from time to time; and
- this contract will end where you start to receive a supply of energy at the premises (either from us or from another supplier) under a contract you have agreed with us or the other supplier.

16.2 If we took over your supply of energy under a supplier of last resort direction made by Ofgem, then we will honour the credit balance you had with your previous supplier, if we agreed to do so when Ofgem appointed us.