

We have set out below a summary of what we consider to be the key terms of your Contract with us. Please read this summary carefully, and let us know if there is anything you do not understand.

Charges

The charges you will pay for the supply of Energy are set out in your Welcome Letter.

If we have agreed a fixed price period, this will be set out in your Welcome Letter. Please note that the agreed price may include annual indexation. If a fixed price period applies, then there are only limited circumstances in which we can vary the charges during the fixed price period - for example, if there is a change in regulatory requirements, or if you do not comply with the Contract.

If we have not agreed a fixed price period or when the fixed price period ends, the charges will be variable and may change at any time. If the charges change, then we will notify you.

Up to date information on all applicable charges may be obtained from your customer area: www.greenenergyuk.com/login

Duration

If we have agreed a fixed price period, then at the expiry of this period you will move to a variable price (unless we agree another fixed price contract). We will contact you to let you know what this variable price will be and to let you know your options.

Your Contract will continue until it is ended by you or us.

Ending this Contract and the exit fee

We can end the Contract if you have failed to pay our charges, 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.

You can end the Contract at any time if you cease to own/occupy the property or by switching to a new supplier.

If the Contract ends during a fixed price period, then we may charge you an exit fee. If an exit fee applies, it will be described in your Welcome Letter.

Payment and security

Before and during the term of the 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 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.

Deemed contracts

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 an express contract for the supply of Energy to the Property. In those circumstances:

- the charges payable by you for the Energy will be our deemed rates as notified to you from time to time;
- unless we otherwise require or agree, the payment method will be payment by cheque monthly in arrears (or by prepayment meter where applicable); and
- the deemed 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.

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

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 this 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 – each company licenced by Ofgem to operate the Energy network(s) (gas and/or electricity, as relevant) 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 this 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) Limited, a company incorporated in England and Wales with company number 4194006.

working day – any day except for Saturday, Sunday and a bank holiday in the country where the Property is located.

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 this Contract (or our rights and/or obligations under this Contract) to another company on notice to you. If we do so, your rights will otherwise 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 Energy legislation and our Energy licences.

2.4 We may need to vary the provisions of this Contract in order to comply with our Licence or to meet other 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 28 days' prior notice of when the changes will take effect. Where this is the case, we will give you at least 28 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 You and we might also mutually agree to change this Contract, in which case we will confirm in writing the changes agreed (as required by our Licence).

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 Save where Section 17 (Deemed Contracts) applies, 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 (but this does not apply to a Deemed Contract).

3.4 If we are taking over from another supplier as the supplier of Energy to the Property, we will complete the transfer as soon as reasonably practicable and at the latest within 5 working days from the date on which you enter into this Contract and have provided us with sufficient information to take over as supplier (subject to the exemptions prescribed by our Licence). Where you enter into this Contract after 5pm on a working day or on a day that is not a working day, the 5 working days will start from the next working day.

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.

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.

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 we have agreed a fixed price period, then at the expiry of this period you will move to a variable price (unless we agree another fixed price contract). We will contact you to let you know what this variable price will be and to let you know your options. In certain circumstances, as required by our Licence, we will continue to apply the previous fixed price for a short period following expiry of the fixed price period.

4.5 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 relevant information subsequently becomes available.

5.4 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).

5.5 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, with which we will comply even if it has been revoked):

- charge interest at the Bank of England base rate plus 4 percentage points;
- increase our charges, require you to pay by an alternative Payment Method or increase the frequency of when your bills are sent (in which case we will give you 7 working days' advance notice);
- 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; and/or
- 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 (but not limited to) 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.

5.9 Each of you or us can offset any amount owed to you/us under this Contract or another contract in settlement of any amount you/we owe under this Contract or another contract (and this will continue to be the case, even if our Licence is revoked).

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 each 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 readings from each meter at the Property as proof of your Energy usage (whether the Energy is consumed at the Property or elsewhere), unless your meter is found to be faulty.

7.4 Either of us can ask for a 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 The Energy meters and any in-home display (IHD) provided belong to us or our metering partners. You must not interfere with or damage (or allow others to interfere

with or damage) the Energy meters or IHD at the Property. You must notify us promptly if you become aware that the Energy meters or IHD are damaged, lost or develop a fault.

7.7 Where a 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, then by agreeing to this Contract you agree to allow us to record half hourly interval data from that meter for settlement purposes. If we want to use this data for marketing or any other purpose, we will obtain your express consent in advance of using this data for such purposes.

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 the 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.

8.3 Any person authorised by us will carry and produce a duly authenticated document showing his authority.

8.4 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.

8.5 If you do not have a smart meter at the Property, we will request access to fit the smart meter, such access not to be unreasonably withheld.

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 selling or leaving, and a final meter reading for the time period you owned or were occupying 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 switch the Property's supply of Energy to another supplier at any time. 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 If this Contract ends as described in this clause 9 during a fixed price period, then we may charge you an exit fee. If an exit fee applies, it will be described in your Welcome Letter.

9.7 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 this 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 or the quality or characteristics of the supply (all of which are matters for the Network Company).

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 this 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: Electricity Terms of Connection

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.

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 7065137 - Website: www.connectionterms.org.uk.

Section 14: Gas Emergencies

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

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

Section 15: General

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

15.2 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.

15.3 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.

15.4 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.

15.5 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.

15.6 Our notices to you will be sent to the Property or such other address (including an email address) where you have asked us to send your bills. Your notices to us 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 16: Service Levels, Complaints and Advice

16.1 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: greenenergyuk.com/our-customer-promise

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

16.3 If you need help with your Energy bills, Citizens Advice are the official source of free and independent Energy advice and support. Go to www.citizensadvice.org.uk/consumer/energy or contact the Citizens Advice consumer service at 0808 223 1133.

Section 17: Deemed Contracts

17.1 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 an express contract for the supply of Energy to the Property. In those circumstances, these terms and conditions will be your deemed contract for the supply of Energy to the Property, and:

- there will be no formal Welcome Letter (but we may still send you a confirmation of the details we would normally have included in a Welcome Letter);
- the charges payable by you for the Energy will be our deemed rates as notified to you from time to time;
- unless we otherwise require or agree, the Payment Method will be payment by cheque monthly in arrears (or by prepayment meter where applicable); and

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- 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.

17.2 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.

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

Green Energy (UK) Ltd (“100Green”) 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 100Green, 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 hello@100green.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 hello@100green.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