# The 100Green Customer Promise

Helpful information and practical advice on managing your energy account.



Keeping life green and simple







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# Keeping life green and simple

100 GREEN

our promise to you

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# **Energy with heart**

Our energy is for people who genuinely care about their impact on the environment.

We'll never compromise on the quality of the energy we buy and will give 100% to delivering great customer service – always.

# We're here to help

If you can't find what you are looking for, we're here between 8am and 8pm, weekdays and 9am to 1pm weekends (excluding public holidays).

Call us: 01920 486 156 Email us: hello@100green.com Visit our FAQs: 100green.com/faqs

# Helpful information and practical advice on managing your energy account

The 100Green Customer Promise sets out the minimum standards you can expect from us and our industry partners should your supply be disrupted.

It also includes some handy information on how to manage your account, helpful advice on saving energy and keeping on top of your energy bills.



# **Contacting us**

# our commitment to you

We make sure our team members and our customers can get in touch personally. We have real people to answer the phone between 8am and 8pm Monday to Friday and between 9am and 1pm Saturday and Sunday.



### **Dealing with queries**

We aim to resolve any queries you may have, the first time you get in touch with us

We partner with SignVideo to offer a free video link via an interpretor for our BSL customers. Connect via greenenergyuk.signvideo.net



### Responding swiftly

If we can't resolve your query right away, we will endeavour to do so the same day. Sometimes things can take a bit longer, but we always aim to resolve the guery within three working days.



### Out of hours

If you contact us out of office hours, we will aim to respond the next working day - but at the very latest, within two working days.

We have a comprehensive FAO section on our website too.

100green.com/fags

If we fail to meet our response and appointment targets, we will pay you £30 compensation.

# Managing your account

with 100Green



We're 100% committed to our customer service. We have real people here to talk and listen and we're ready to fix whatever needs fixing, so you can get on with your day.



### **Your Bill**

We bill in arrears. Put simply, this means, we buy the energy, you use it and then we send you a bill.

Should you have any concerns about paying your bill, just give us a call and we can talk it through.

If you want more information on how you pay for your energy, login to your account or take a look at 'Managing your energy bill' on our FAQs.

### 100green.com/fags



### Managing your account details

You can manage your account details in your customer area.

If you need to update your primary email address or set up another user login, you can just give us a call.

### 100green.com/login



# Managing your consumption

Being aware of how much energy you use is not only good for your pocket, but also good for the environment.

To help you understand your energy usage, we can install a Smart Meter for free. Just let us know and we can organise this for you.

100green.com/sustainable-living



### **Your Tarrif**

Your tariff information can be found in your customer area. You can also compare your tariff with other available alternatives. We have lots of information about how the energy in your tariff was generated on our website.

If you have any questions about your tariff then just give us a call.

#### 100green.com/our-energy



# Moving home

Don't forget to tell us if you are moving. You can do this in your customer area. We can also take the hassle out of switching your new property to 100% green energy.

Just login to your customer area and fill in the form

### 100green.com/login



# OO Downloading our app

Manage your account on the go by downloading our app.

Check your balance, understand how much you are spending and how much you have spent over the year. Easily submit your meter readings if you don't have a Smart Meter.

For more information on our app visit: 100green.com/sustainable-living

# Tips on keeping your bill accurate

The way we've done business since 2001 is simple; we buy the energy, you use it, we send you a bill. We don't ask for money up front when you join us, and we won't ask you to pay an exit fee if you decide to leave us.

We just ask that you make sure we have regular meter readings so we can bill you for how much you are using. Simple as that.







# Send regular meter readings

If you don't have a Smart Meter, you will need to send us meter readings regularly (ideally in the last 3 days of each month).

You can do this easily via your online area or by downloading our app.

100green.com/login

### Get a Smart Meter

Your Smart Meter will automatically send your meter readings to us. A Smart Meter also comes with an In Home Display (IHD). This is a little screen that shows you both kWh and £/p; a quick and easy way to keep an eye on the energy you use and the cost.

Request a Smart Meter: 01920 486 156

hello@100green.com

# Downloading the app

By having a Smart Meter, you can keep an eye on your electricity usage in our app on a day to day basis, helping you better understand how to manage your consumption and save money (and our planet!)

Find out more about Smart Meters and our app by visiting:

100green.com/ sustainable-living

# Understand how much energy you are using

No matter how you pay your bill, your energy usage will vary throughout the year. We believe that the more people who are conscious of how much energy they are using across the seasons, the more effective we will be at fighting climate change - as well as managing how much we spend.

For seasonal energy saving tips, take a look at our blog.

100green.com/blog

# Pay by variable Direct Debit

With a variable Direct Debit you will avoid building up a debit because you will pay for the energy you use, the month after you have used it.

By setting up a Direct Debit with us you will also benefit from lower energy rates.

Discuss your options with us on 01920 486 156 or hello@100green.com

For more information on our app and managing your energy consumption, visit

100green.com/sustainable-living



# Requesting a refund

If you pay by fixed Direct Debit and you believe your account is in credit and you are paying too much, we may ask you for an up-to-date meter reading and conduct a review of your energy usage.

Fixed Direct Debit customers will tend to build up a credit during the summer which will be used to cover the expected increase in energy use during the winter.

If you are due a refund, we will credit your bank account within 10 working days.

# Dealing with queries

We aim to resolve any queries you may have, the first time you get in touch with us.

# Support with paying your energy bills

If you need a bit of help keeping up with your payments, please speak to us as soon as possible and we can help you to find a solution that is right for your individual circumstance.

### Ways 100Green can help

**We can** provide you with energy saving tips that go a long way to helping you save money on your bills.

**We can** help you find out if you are eligible for any energy schemes or Government initiatives.

For more information visit: 100green.com/government-support

**We can** discuss a payment plan with you to help manage your energy bill.

**We can** refer you to StepChange, a charity who provide independent and free, expert debt advice. Or we can recommend other independent organisations who can help.

# Struggling with your energy bill?

Just give one of our friendly team a call on **freephone 0808 175 4975** and we'll do what we can to help.



# Independent organisations who can offer free help and support



#### The Warm Home Discount

This is a government scheme which offers a reduction in Winter energy bills for qualifying customers. We will credit a one-off payment of £150 to your account to help you with the costs of your winter period energy bills.

For the latest information on eligibility, visit **gov.uk/the-warm-home-discount-scheme** or give us a call to find out if you gualify.

### StepChange

StepChange offer a wide range of debt solutions to help you, no matter what you're dealing with. We can refer you directly to them or visit their website for more information.

stepchange.org

# Citizens Advice

For free and helpful independent advice, you may wish to contact Citizens Advice on

0808 223 1133 (calls are free) Mon–Fri, 9am–5pm

citizensadvice.org.uk

# **Energy Saving Advice**

For energy saving advice to help reduce your bills, plus information on social, financial or energy efficiency programmes you may be entitled to please visit

simpleenergyadvice.org.uk or gov.uk/improve-energy-efficiency

### The Money & Pension Service

Sponsored by the Department for Work and Pensions, they are committed to ensuring that people throughout the UK have guidance and access to the information they need to make effective financial decisions over their lifetime.

moneyandpensionsservice.org.uk

# **Help For Households**

Find out what support is available from the government to help with the cost of living, such as: income and disability benefits, bills and allowances, childcare, housing and travel. Plus information on how to save money with a handy guide full of energy saving tips.

helpforhouseholds.campaign.gov.uk

# **Breathing Space**

For information regarding 'Breathing Space' debt respite you should contact an FCA authorised debt advice provider or your local authority.

# **Energy Meter FAQs**

Keeping your bill accurate relies on us receiving regular meter readings. That's why we have included some handy information on energy meters.

For more information and frequently asked questions, visit 100green.com/faqs

### I have an issue with my meter – what do I do?

If you have a query regarding your meter, we'll try to sort it when you first get in touch with us. If we need to look into it further, we will get back to you within three working days.

### How long will it take for you to organise an engineer to fix my meter?

If you want to book an appointment for an engineer to investigate any part of your metering system, we'll start the process for you within two working days. We'll arrange an engineer to visit within 20 days (area dependent).

### Will you charge me for an engineer to fix my meter?

If there is a problem with the meter, there won't be any charge. But you may need to pay for certain cosmetic work. If we think there may be a charge, we will, of course, let you know.

### Will I have to take the day off work to let the meter engineer in?

We understand that taking time off can be annoying. So, to make things easier, you can either book an all-day appointment or a morning or afternoon appointment. We'll confirm your appointment in writing with the date and time at least two days before it's planned to happen.



### How often do I need to send you meter readings?

If you are sending us meter readings manually then you should do so each month, within the last 3 days of that month. Remember, if you have a Smart Meter installed, it will send us your readings automatically. If you would like one then just let us know.



### Where can I submit my meter readings?

The easiest way to submit readings is by downloading the app so you can type the readings straight into your phone when you are at your meter. Alternatively, you can log into your customer area on the website.

If you have an iPhone you can download the app from the **App Store** by searching 100Green

If you have an Android, you can download the app from **Google Play** by searching 100Green

To find out more about our app visit 100green.com/sustainable-living

### What are the advantages of Smart Meters?

#### No more manual readings

Your meter will send all the details of your energy usage directly to us, meaning you won't need to submit meter readings. Making life easier.

### Good energy habits

Because you can see how much energy you're using, you'll soon understand how to change your energy consumption to save money. And of course, if everyone uses less energy, this is good for the planet.

### **Access our Energy Insights**

By having a Smart Meter, you can keep an eye on your electricity usage in our app on a day to day basis, helping you better understand how to manage your consumption and save money (and our planet!)

Find out more about Smart Meters and our app by visiting **100green.com/sustainable-living** 

### Where can I get information on using a prepayment meter?

We have a helpful guide to understanding your prepayment meter and what to do if you run out of credit, on our website.

# Visit 100green.com/prepayment-meters

See page 12 for what to do in a genuine emergency and you have run out of credit or give us a call or drop us an email and we'll be happy to help.

If we fail to meet our response and appointment targets, we will pay you £30 compensation.

# **Energy emergencies**

know who to contact.



immediately



### **Prepayment Meters**

### **Emergency Credit**

In a genuine emergency and you are unable to top up your prepayment meter we are able to add Additional Support Credit to your meter.

Call us on **0808 175 4975** 8am - 8pm weekdays 9am - 1pm weekends

Visit:

100green.com/prepayment-meters

#### Out of hours support

If you require support out of hours, use the contact details below.

Call SMS on 01412 493999 (option 2) Email: emergency@sms-plc.com

# **Priority Services Register (PSR)**

This is a free service overseen by our industry regulator, Ofgem. It's used to ensure the correct support is given to those that need it.

For example, if you rely on your energy supply for health reasons, your network operator can tell you about planned power cuts. Or additional provisions such as alternative heating and cooking facilities are available for certain households if their gas supply is disrupted.

For eligibility criteria, an overview of the support available and for information on signing up to the PSR, visit 100green.com/priority-services-register or simply call us and we can tell you more.

# **Know your rights** if you have a supply issue



# Who is responsible?



# Your energy supplier - 100Green

As your energy supplier, we are responsible for procuring, metering and billing your electricity and gas.

We can help if a fault occurs on your meter or if you have queries about your billing or how our energy is generated.



# Your Electricity Network Operator

If for example a tree falls onto power lines, causing a power cut, then it will be the Electricity Network Operator who will be responsible for fixing it.

See page 18 for contact details of your local network operator.



# Your Gas Network Operator

If there is an issue with your gas pipeline and your gas supply service is disrupted then that is the responsibility of the Gas Network Operator for your local area.

See page 19 for contact details of your local network operator.

# Understand what you are entitled to if standards are not met

Our industry has set service levels that include rules on how quickly companies must respond to restore power in both normal and severe weather conditions, as well as compensation payments to consumers if the standards aren't met.

The next few pages outline the compensation you are entitled to should there be a failure to meet those standards.



# If you spot energy theft anywhere, please report it immediately on 0800 023 2777

This is not a victim-less crime. Meter cheating means tampering with the meter. And this is dangerous - not just for the thief but for everyone in the household.

Find out more by visiting stayenergysafe.co.uk



# Restoring supply during normal weather

If you are cut off for 12 hours or more in 'normal weather', you can claim £90 as a domestic customer.

A further £40 will be paid for each additional period of 12 hours in which supply is not restored up to a cap of £300 in total.

You can also claim £80 if you are cut off more than four times in a year between 1 April and 31 March for at least three hours each time.

# Supply shortages – rota disconnection

Should a supply shortage occur in your area, your electricity supply may need to be interrupted deliberately on a rota basis so available supply can be shared fairly.

Customers who are off for 24 hours or longer may be eligible for compensation of £75 for domestic customers.

# Restoring supply during extreme weather

The time you are off supply before being able to claim varies according to the severity of the storm. This is because the companies will have more work to carry out to fix any faults.

### Storm category 1:

After 24 hours, you are entitled to £80 **Storm category 2:** 

After 48 hours, you are entitled to £80

For both category 1 and 2 storms, a further £40 will be paid for each additional period of 6 hours in which supply is not restored, up to a cap of £2,000 in total.

### Planned supply interruption

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 if the required notice is not given or if the energy supply is interrupted on a different day than initially advised.

### 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 lpm), afternoon (after 12pm) or within a 2 hour time slot.

If they fail to do so you may be eligible to claim £30.

# Further information on compensation

For the latest information on compensation, how to make a claim and who to contact if you're left without power., you can visit

www.ofgem.gov.uk/publications/knowing-your-rights-power-cuts

#### How to claim:

Claims should be made directly to your electricity network operator within 3 months of unplanned supply cuts or one month for eligible planned supply cuts.

See pages 18 and 19 for details on your local network operator.



# **Supply** restoration

If 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 £60.

You can claim more if you are off supply for more than 24 hours. The amount increases depending on how long you are off supply.

# Planned supply disruptions

When the gas transporter carries out planned work, they may need to interrupt your gas supply. 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 7 working days before the interruption occurs.

You can claim at least £40 if your gas supply goes off without 7 days notice. If it goes off without 5 days' notice you can claim £20.

# Exemptions from payments

If the event was caused by an act or the fault 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.

### **Additional support**

There are also additional payments and provisions available for households on the Priority Services Register, such as alternative heating and cooking facilities.

For more information on our Priority Services Register, see page 12 or visit

100green.com/priority-services-register

#### How to claim:

Your gas network operator should try to contact you and pay you the correct amount without you needing to make a claim within 10 working days of compensation becoming due.

If they fail to contact you and make the required payment in time, you will receive a payment of £40 in addition to any payments made under the other Guaranteed Standards.

Please see pages 18 and 19 for details of your local network operator.

# **Network Operator Directory**

100 GREEN

To find your network operator you can visit <a href="https://www.energynetworks.org">www.energynetworks.org</a> and search by your postcode or use this directory.



# **Electricity Network Operators**

Area covered	Distribution Company	Contact number
Eastern England	UK Power Networks	0800 029 4285
East Midlands	National Grid	0800 096 3080
London	UK Power Networks	0800 029 4285
Merseyside, Cheshire, North Wales & North Shropshire	SP Energy Networks	0800 001 5400
West Midlands	National Grid	0800 096 3080
North East England	Northern Powergrid	0800 011 3332
North West England	Electricity North West	0800 195 4141
North Scotland	Scottish and Southern Electricity	0800 048 3516
Central & Southern Scotland	SP Energy Networks	0800 092 9290
South East England	UK Power Networks	0800 029 4285
Southern England	Scottish and Southern Electricity	0800 048 3516
South Wales	National Grid	0800 096 3080
South West England	National Grid	0800 096 3080
Yorkshire	Northern Powergrid	0800 011 3332

# **Gas Network Operators**

Area covered	Gas Transporter	Contact number
North West England	Cadent Gas	0800 389 8000
West Midlands	Cadent Gas	0800 389 8000
East Midlands	Cadent Gas	0800 389 8000
East of England	Cadent Gas	0800 389 8000
North London	Cadent Gas	0800 389 8000
South Yorkshire	Cadent Gas	0800 389 8000
North East England	Northern Gas Networks	0800 040 7766
Northern Cumbria	Northern Gas Networks	0800 040 7766
Yorkshire (excl. South)	Northern Gas Networks	0800 040 7766
Scotland	SGN	0800 912 1700
Southern England (including South London)	SGN	0800 912 1700
Wales	Wales & West Utilities	0800 912 2999
South West England	Wales & West Utilities	0800 912 2999



# How to make a complaint

100 GREEN

We hope this is part of our service that you'll never have to experience. But if we've got it wrong, we want you to let us know. So in the first instance, please give us a call and one of our team will do their best to resolve the situation there and then.

If it has gone wrong, we are here to listen and help

### Step 1:

Please talk to us.

If we don't know it's broken, then we can't fix it. We will look into the matter and get back to you within 5 working days.

Call us on 0808 175 4975 Email us complaints@100green.com

### Step 2:

If, after our response, you are not satisfied with the outcome then please formally write to the Directors.

Email:

complaints@100green.com
(For the attention of the Directors)

Write to us:

The Directors, 100Green, Black Swan House, 23 Baldock Street, Ware, Hertfordshire SG12 9DH

# Step 3:

In the unlikely event that we reach 'deadlock' and our directors cannot find a solution that you are happy with or it's taken us longer than eight weeks to resolve, you can contact the Energy Ombudsman.

They will however refer the matter back to us if you have not first escalated the complaint through our formal channels.

We will keep in touch throughout the process and when we believe a solution has been found, we will ask your permission to close the complaint.

# Contacting the Ombudsman

Write to them:

Energy Ombudsman P0 Box 966 Warrington WA4 9DF

Visit their website for more information:

www.energyombudsman.org

Phone: **0330 440 1624** 

Email:

enquiry@energyombudsman.org

### It's always worth a conversation

We work on a philosophy of 'prevention not cure'. Most of the issues raised with us are regarding customer's bills, which we find can usually be resolved with a conversation.

But if you do not feel we have found an agreeable solution, then you can follow the steps outlined above.

Please note that some account related issues can take time to fix – so until we've found a solution, we recommend you keep making regular payments to cover your energy usage.

For more information on making a complaint, visit 100green.com/complaints



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 hello@100green.com

# Citizens Advice

# Get help with an energy problem



You can get help with energy problems. This includes issues with your bills or meters, or if you're struggling to pay for the energy you use. Citizens Advice and Advice Direct Scotland are the official sources of free and independent energy advice and support.

# If you live in England or Wales

For free and helpful independent advice, you may wish to contact Citizens Advice

Call: **0808 223 1133** Lines are open Mon–Fri, 8am–5pm All calls are free

Or visit citizensadvice.org.uk/energy

You can speak to a trained adviser online at

**citizensadvice.org.uk/energywebchat** Mon-Fri, 9am-5pm

For Relay UK call 18001 then **0808 223 1133** 

To contact a Welsh-speaking adviser call **0808 223 1144** 

### If you live in Scotland

If you live in Scotland and want free advice, the contact details are slightly different:

Contact Advice Direct Scotland Call **0808 196 8660** 

Or visit **energyadvice.scot** (Scottish residents only)

For British Sign Language enquiries, go to **contactscotland-bsl.org** 

# Reducing your bills

If you want to pay less without switching supplier, there are lots of things you can do to save money. The organisations below can provide you with helpful advice on managing your energy consumption and reducing your bills.

# Simple Energy Advice (England & Wales)

Call: **0800 444 202** 

Lines are open Mon-Fri, 8am-5pm Sat-Sun, 9am-5pm

All calls are free

Or visit simpleenergyadvice. org.uk

# Nest (Wales only)

Call: 0808 808 2244

Lines are open Mon-Fri, 9am-6pm

All calls are free

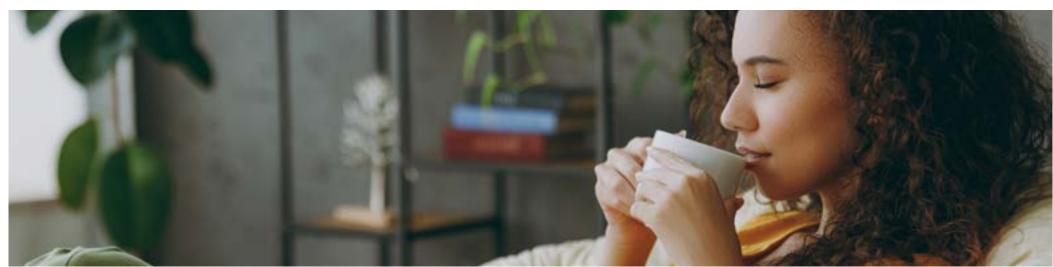
Or visit **nest.gov.wales** 

# Home Energy Scotland (Scotland only)

Call: 0808 808 2282

Lines are open Mon-Fri, 8am-8pm Sat-Sun, 9am-5pm All calls are free

Or visit homeenergyscotland. org



# Green Energy (UK) Limited Key Terms for domestic properties

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
- $\boldsymbol{\cdot}$  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

# Green Energy (UK) Limited 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 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
  - $\boldsymbol{\cdot}$  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.

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### 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
- 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

A separate copy of our Terms and Conditions along with our Privacy Statement can also be found on our website at: 100green.com/download-centre



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