

Terms and Conditions:

Please read all our terms and conditions carefully and ensure you fully understand your commitment towards us. If you have any questions regarding our terms and conditions, please contact us at info@gnergyuk.com or write to,

GnERGY LTD (Co. No. 06993060)

Registered Office

119 Wren Way

Farnborough, Hampshire

GU14 8TA

We have tried our best to put this terms and conditions in simple format to make it clear and easier for our customers to understand.

1. Definitions

- 1.1 'The Agreement' is the agreement you enter into with us for us to supply energy to the property.
- 1.2 'Energy' means gas or electricity (or both) as appropriate.
- 1.3 'Supplier' is your energy providing company.
- 1.4 'Cooling off Period' is the number of days during which a buyer can change his/her mind and cancel a purchase agreement without incurring any penalties. The length of cooling off period is usually 14 days.
- 1.5 'Deemed Tariff' is our standard variable tariff and will be used for customers moving into a property supplied by us.
- 1.6 'Default Tariff' is also our standard variable tariff.
- 1.7 'Fixed Tariff' is a tariff where the standing charges and the price you pay for each unit of energy will stay the same over the period of your contract with us. This will only change under clause 4.1.
- 1.8 'Variable Tariff' is a tariff where the standing charges and the price for each unit of energy may change as the price of gas and electricity changes in the whole sale market or there are changes to the agreement under clause 4.1.
- 1.9 'Ofgem' is the office of gas and electricity Markets, an organisation formed by parliament to protect the interests of utility customers
- 1.10 'The Property' is the address identified in the application where the energy will be supplied.
- 1.11 'Agent' means a person who works on behalf of GnERGY.

2. Agreement and Supply:

- 2.1 This is an agreement between you (the customer) and us (GnERGY Ltd). The agreement starts once you:
 - a) Fill our registration form and send it through post, email or online (GnERGY Website).
 - b) Verbally agree over the telephone for us to supply energy to the address provided.
 - c) Sign an agreement with one of our representatives.
 - d) Agree to join GnERGY via third party (sales agents and/or comparison websites)
- 2.2 You agree that:
 - a) You will be responsible for any cancellation fees from your current suppliers.
 - b) Your previous supplier may provide us with information about you which we may use with the transfer process.

3. Right of Cancellation:

- 3.1 You can cancel this agreement any time during the "Cooling Off" period.

- 3.2 This contract will end on the 30th June 2018. You will then automatically be put on the cheapest noncontractual tariff.
- 3.3 The contract may also end after we receive notice from your new supplier of your change of supplier. However, if this is before the 30th June 2018, there will be an exit fee of £24.99 for your electricity supply and £24.99 for your gas supply.
- 3.4 If you wish to change supplier and you owe us money, we may stop the change of supply unless your debt is paid in full.
- To cancel, simply email us at info@gnergyuk.com or phone us on 01252 494141 or write to us at GnERGY Ltd, 119 Wren way, Farnborough, Hampshire, GU14 8TA. Please, do not forget to provide your details and house address to help us process your cancellation efficiently.

4. Changes to the Agreement:

- 4.1 We may from time to time change the terms of the agreement to reflect matters relating to:
- a. Industry agreements or our supply licence
 - b. Changes in any law, regulations, standards or codes of practice that apply to your supply
 - c. Any order or judgement by the Government or other relevant authority
 - d. Adverse business environment
 - e. Any changes to transportation or distribution charges

5. Changing Supplier:

- 5.1 Your current supplier may object to your transferring to our company for the following reasons and it will be your responsibility to sort out the differences with your supplier. Once the objection is cleared we will automatically proceed with your registration.
- a) you may still be in contractual agreement with your current supplier and/or
 - b) You may have outstanding debit balance to your current supplier or unpaid bill over 28 days old.
- 5.2 We do not accept liability for you having to pay increased charges with your previous supplier if there is a delay in us taking over the supply.
- 5.3 If you have entered into a long term agreement with your current supplier, and want to end the agreement you may have to pay 'termination fees' to end the contract early. You will be responsible for paying any fees or charges with your previous supplier.
- 5.4 Once we confirm all your details provided are correct, we will send you a welcome pack which provides all the details about our company, tariffs and services. Your cooling off period kicks off from the date shown on your welcome letter. Cooling off period is 14 days in which you need to decide to choose or cancel our services. You can do this either by calling during office hours (08:30am-05:30pm) or email at info@gnergyuk.com if we don't hear anything from you, we will assume you are happy and go ahead as planned.
- 5.5 We will contact you to let you know the date when we expect to start supplying energy as soon as we receive confirmation that your previous supplier has no objection to your switching to us. You accept that we cannot guarantee the starting date will be within 30 days of the date when you register with us. The start date will be dependent on your previous supplier responses and the industry regulations.
- 5.6 We may ask you for meter reading before we start to supply energy to you. If you are not able to provide the meter reading, we will start to supply energy on the basis of an estimated reading.

6. Prices, tariffs and charges

- 6.1 We have kept our tariffs simple and to a minimum as per Ofgem regulations. Our fuel prices and extra charges which may apply under the agreement are listed in our website. You can also request the charges information by contacting us through telephone, by post or email.
- 6.2 We might need to change the price we charge you or the structure of your tariff from time to time. For example, this could be relevant to change in the government law or tax that might affect our business. We will publish all our changes we make in our website or inform you through email or post at least a month before it comes into effect. If you do not wish to accept the changes in price or the structure of tariff, please contact us as soon as possible and we will do our best to explain the circumstances.
- 6.3 We may also charge you through your bill if you fail to meet any of our terms and conditions for example:
- a) Agent costs in connecting, disconnecting or reconnecting your energy supply.
 - b) Recovering our charges which may include the cost of tracing, prosecuting or enforcing any court order payment, if you don't pay your bills.
 - c) Administrative costs involved while collecting your debt.
 - d) Costs if we need to visit your property in the event we are unable to contact you by phone, email or letter.
 - e) Dealing with your request to check, change or fix your meter or other queries like:
 - Changing your meter if you ask us to, unless if the meter is not in use.
 - Repairing or replacing your meter, if the damage is your fault.
 - Changing your meter, if your type of meter is not one that we can support on our system.
 - Reconnecting or disconnecting the supply if you ask us to do so.

7. Billing and Payment:

- 7.1 We will send you an annual statement showing the amount of annual energy used and charges once a year. We will send you a bill or statement in accordance with your agreed payment scheme or you may request statements at other times, and we will endeavour to provide it. However, we may charge you an administrative fee for these statements.
- 7.2 We recommend that you provide a monthly meter reading in order to process accurate bills. In the event readings are not provided, we will send you bills based on estimated readings. The payment should be paid in full by the date specified unless you have paid the charges in advance or have agreed to pay monthly direct debit.
- 7.3 If the bills are not paid by the specified date, we are entitled to ask you to pay by some other method. We may charge you to recover any expenses incurred in recovering money you owe us. This includes cost associated with disconnecting or reconnecting your energy supply.
- 7.4 If you are having, or anticipate having, difficulties in paying the bill, you should contact us as soon as possible so that we can discuss the problems and provide you with solutions and feedback.
- 7.5 We will refund money we owe you if charges have been overestimated in your bill by cheque or online bank transfers. We may also keep money we owe you and use it to reduce any debt you owe us.

8. Asking for a deposit

- 8.1 We may under certain conditions ask you to pay a reasonable amount of deposit for security against payment for your gas or electricity. This is to protect us against any loss we might incur if you break the terms of the agreement. We will only ask for a deposit if it is reasonable for us to do so in the circumstances. If you do not agree to pay the deposit, we reserve the right to refuse to supply gas or electricity or cut off your gas or electricity until such time as the deposit is paid.

9. Meters

- 9.1 You have the right to install your own meter but we may refuse to supply energy if your meter cannot be read by our system. We will also not be responsible for maintaining or repairing for any faults that occur in meters you have installed.
- 9.2 You will be liable for any replacement, repairment and/or relocation of your meter unless GnERGY decides to cover the cost.
- 9.3 You confirm you are legally able to, and have permission to, allow us into the premises and have full access to your meter whenever we need to.
- 9.4 You must take all reasonable care and steps to ensure that the meter, wires, cables and all other fittings used in connection with supplying energy on your side is kept safe and is not damaged or interfered with. If you notice any damage or faults in your meter, you are required to inform us or the network provider as soon as possible. You may be asked to pay any reasonable costs if we have to visit the property to repair or replace a meter.

10. Safety and Emergencies:

- 10.1 We may be required to cut off your supply if we have to do so by law or in an emergency without informing you.
- 10.2 In an emergency you must allow us or any of our operator's/agents access to your meter at any time.
- 10.3 If you notice any leakage or suspected leakage of gas in your premises or damage to your gas meter, you must notify the gas emergency service on 0800 111 999 immediately.
- 10.4 If you become aware or have any concern about the supply or distribution of your electricity which you think may cause danger or require urgent attention or risk the continued operation of the electricity distribution network, for example, a fallen power line, please contact your local electricity distributor.

11. Ending agreements and supply:

- 11.1 If you are moving home, you must give us at least two working days' notice. You must also give us details of your new home address and your final meter readings so that we will be able to send you your final bill. If you fail to give us the correct notice, your agreement will either end after two working days after you tell us that you have moved or when some other energy supplier takes over the supply. In these circumstances you will still remain responsible for all the energy used until your agreement ends. Therefore, if you delay in telling us about your move, you are responsible for paying any energy used during those periods. If you do not give us your new address, we might incur costs to trace you. You will be responsible to pay these costs which will be added to your final bill.
- 11.2 Your agreement with us may end immediately if:
- a) We lose our licence to supply gas or electricity (or both).
 - b) You change your supplier and the new supplier starts to supply your home.
 - c) If you are unable to pay your debts.
 - d) If Ofgem appoints someone else to supply energy for you.
 - e) If you commit a serious breach of the agreement
- 11.3 You may end this agreement at any time before the 30th June 2018 by giving us at least 49 days notice and ensuring that by the end of the notice period you pay all your outstanding charges.
- 11.4 If you want to change your supplier before the 30th June 2018, you will need to pay an exit fee of £24.99 per fuel.

11.5 If you move to a new property before the 30th June 2018, you will need to provide us with a proof of change of address otherwise you will still be liable for the exit fee. You will be liable for the exit fee if you do not choose to change the supply in your new property to GnERGY however this particular tariff may not be available to you. If we are not able to change the supply over to GnERGY in your new property, you will not be liable to the exit fee provided there is sufficient intent to change the supply to GnERGY.

11.6 If you change to a new supplier, we may give all relevant details to assist with the transfer process to your new supplier.

11.7 We may object to your change of supplier request to a new supplier if:

- a) You have outstanding debit balance or any unpaid bills over 28 days.
- b) You have been a customer with us for less than 28 days.
- c) You are still within the contractual period.
- d) You may still be in contractual agreement with us.
- e) You have not provided us sufficient time to terminate your contract and change to your new supplier.
- f) You do not agree to pay the exit fee.

12. You should provide us your final meter reading at the end of the agreement. If you are unable to provide us your accurate meter reading, we may charge you for any difference between the readings on which your final bill is based and the next meter reading that is taken.

13. Use of your personal information:

13.1 The personal information that you provide us is always kept in secure way and is only used by us, our employees, agents and companies in our group. We will use your personal information to:

- a) Identify you when you make queries.
- b) To supply gas or electricity (or both) in the correct address.
- c) To help us detect fraud or loss of gas or electricity (or both).
- d) To make credit checks by passing your personal information to credit reference agencies.
- e) To manage your account, including collecting payments, sending bills, recovering debts and analysing your account history.
- f) To monitor and record our services with you to ensure that we are providing an excellent customer service and our responsibilities.
- g) To keep you informed about our services and products offered by our company and groups which we think may interest you. If you prefer not to receive such information, please tell us and we will stop sending it to you.
- h) To carry out marketing or market research, analysing statistics, improving the way we manage for providing

14. Refunds:

14.1 You may apply for a refund if your bill is showing a credit of more than £35.00 in your account. You may however like to note that in order to do this we need your current meter reading to ensure that your account is not billed using estimated reading.

14.2 We recommend our customers to keep enough in your account to cover your energy when it is warmer and colder to ensure that you are not landed with unexpected big bills later on. This is because you might build up more credit in your account in some months than in others. If you pay for your energy in advance by direct debit, you will not always use the same amount and if your account goes into debit as a result of refund, you might need to put your direct debit up.

14.3 We will pay your refund into the bank account you use for your direct debit; let us know if you prefer a different account. The refund will be usually made within a 10 working days' period from the day of asking unless we have arranged something else with you. If there are any problems, we will be in touch.

14.4 If you are changing supplier we will need your final meter reading from your new supplier. As soon as we have your final meter reading from your new supplier, we will calculate and send you our final statement. Please give us a call on receipt of the final statement so that we can start the refund process for any credit in your account. You will of course have to pay if there is not enough in your account to clear the final statement. The refund process will usually take around 10 working days from the day of asking.

14.5 If you are moving house, please give us a call with your closing meter readings. You may also wish to send us the details of the new occupants. We would also appreciate if you could let us have your new contact details in case we need to get in touch. Once your final bill has been cleared we will activate the refund process for any credit in your account which should take about 10 working days

For any additional information please contact us on 01252 494141* info@gnergyuk.com.



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www.gnergy.co.uk