

“Green”

That’s Us!, Green Energy Supply Limited (11042716), Our registered address is 4034 The Core Bath Lane, Newcastle Helix, Newcastle Upon Tyne, England, NE4 5TF

“You”

refers to either the person who agreed a contract with Green; or the secondary account holder or the owner/occupier of a property to which we are supplying Energy.

"Energy"

gas or electricity or both.

"Application"

an application for the supply of Energy to a domestic property, completed by you and submitted to us via the internet or made with us on the telephone or in person.

“Cooling Off Period”

The period of 14 calendar days from your Contract start date. During the cooling off period, you have a legal right to change your mind and cancel your switch to Green.

"Contract"

the contract under which we supply Energy to a domestic property. Comprises your welcome email sent to you after agreeing to join Green and these Terms and Conditions.

"Contract Start Date"

the date on which the Contract is entered into by you and us (and becomes a legally binding agreement).

"Tariff"

a plan for the supply of energy, comprising a daily standing charge and unit rate(s).

"Metering Equipment"


the meter and any ancillary equipment which records the quantity of Energy supplied to a domestic premise.

"Prepayment Meter"

a meter that must be topped-up in advance in order for the supply to be made and includes a smart meter in prepayment mode.

"Smart Meter"

a meter that tells us how much energy you're using without us having to visit your property to read it.



1. Introduction

These Terms and Conditions and our applicable tariff shall form the Contract between you and Green Energy Supply Limited.

Please read these Terms and Conditions carefully so that you fully understand your commitments and our responsibilities.

2. Contract Start Date

2.1 Your Contract with us starts when you accept the Terms and Conditions as part of our Application process.

2.2 By agreeing to this Contract, you are agreeing that you will:

2.2.1 provide monthly meter readings using the link in the email sent to you (which can be via smart phone or computer) or via a mobile phone application that we may provide;

2.2.2 receive Statements periodically, in pdf file format via email or via our mobile application;

2.2.3 keep your personal details including contact details accurate and up to date;

2.2.4 confirm that you are the owner/occupier of, or for any other reason have responsibility for a domestic property from the supply start date;

2.2.5 confirm you are over the age of 18.

3. Deemed Contract

3.1 Means a contract between us and you which is deemed to have been formed because we supply Energy to a property of which you are the owner/occupier, when you have not actively agreed to that supply by us. This is a term used by the energy industry and is outlined in paragraph 8 of Schedule 2B of the Gas Act 1986, and/or paragraph 3 of Schedule 6 of the Electricity Act 1989.

3.2 Instances when this can happen include when:

- you move into a property already supplied by us, if you do not take any action to appoint a new supplier;

- you come to the end of a fixed-term contract and do not take any action to move to a different tariff.

3.3 You agree that, even though You have not entered into a Contract with Us, because You are receiving a Supply of Energy from Us at Your Property, you will pay Us the Charges due under Our Deemed Tariff. You will be liable to pay the Charges for all Energy supplied by Us at Your Property until the date when the Deemed Contract ends. You are obliged to pay the Charges due after this Deemed Contract ends if any Charges are unpaid on that date.



4. Supply Start Date

4.1 We aim to begin the supply to you within 21 calendar days from your contract start date.

4.2 We will not be able to begin supply if we have not obtained all the information, we need to start the supply or if:

- your existing supplier blocks the switch; or
- we cannot complete the switch because you have not supplied the required information on your property/meter; or
- your meter is not suitable for the tariff we are to provide.

5. Cooling off Period

5.1 You may cancel the Contract via email or phone at any time within the 14 calendar days following the date of your Contract start date.

5.2 If we currently supply Energy to a property and you cancel your Contract with us, we will continue the supply under our Deemed Contract until a new supplier to the Premises is appointed.

6. Your Tariff and Charges

6.1 Our prices for supplying Energy will be sent to you via email in your Welcome Email and are available on our website.

6.2 Our charges are based on the Energy consumed by you at the Premises as recorded by the Metering Equipment and calculated, based on a meter reading. This could have been provided by yourself, a Smart Meter or taken by us, or Our Agents. or in absence of this, estimated figures based upon industry standard methodology.

6.3 The charges to you start from the Supply Start Date.

6.4 The Charges to you end when another supplier becomes responsible for supplying energy to the property or you are no longer responsible for the property we are supply energy to.

6.5 Our charges are based on:

6.5.1 A daily standing charge which is a fixed amount per metering system per calendar day;

6.5.2 Unit rate charge(s), which are charges for each unit used under your agreed tariff.

6.6 VAT is also payable at the applicable rate. Any changes in VAT will result in an alteration to your Tariff or associated charges.



7. Paying for your Energy

7.1 You are responsible for paying for the supply until your Contract with us ends, including any charges or debts that remain outstanding at the end of your Contract which aren't taken on by your new supplier.

7.2 The standard method of payment will be fixed monthly direct debit and you are responsible for ensuring that the direct debit can be paid in full on the due date.

When paying by direct debit:

7.2.1 (i) You agree to pay us by Direct Debit in an agreed fixed amount in advance each month, you should keep your account in credit and we will constantly track and carry the balance forward to the next Statement;

7.2.2 we typically set your direct debit amount based on the amount of energy we think you'll use across a year divided by twelve;

7.2.3 we aim to review your direct debit periodically to ensure you are paying the right amount each month; this will be done using the latest information available to us.

7.2.4 In order for us to reduce your direct debit amount, You agree to provide Us with an up to date Meter reading for all Energy We Supply to Your Property if We ask for this.

7.2.5 if your direct debit fails due to insufficient funds, we will let you know and re-present the automated instruction within 5 Working Days;

7.2.6 if the amount payable is the subject of a dispute, the undisputed portion should be paid on your usual direct debit date. Any disputed amount should be paid via bank transfer within 7 Working Days of the dispute being resolved. No amounts can be offset or withheld on the monthly direct debit unless a credit note has been issued;

7.2.7 we reserve the right to refuse to process any transaction we deem fraudulent or suspicious.


7.3 We will act in accordance with the Direct Debit Guarantee.

7.4 We will collect the Direct Debit payment in the agreed amount for each month of supply in line with the supply start date, and then collect subsequent payment on that date each month thereafter. If we are unable to collect payment on that date we will process payment on the next working day.

7.5 When the Payment Method is by Prepayment Meter or Smart Meter (in prepayment mode):

7.5.1 You must top-up your meter in advance in order to receive the supply;

7.5.2 You may be required to pay any additional charges for any additional services we may provide such as replacement keys, cards etc; and



7.5.3 If the Prepayment Meter is adjusted to recover any charges that you owe, and not just the costs of Energy consumed, we will advise you of the proportion of each top-up amount used as payment for such charges.

8. Non-Payment of Charges

8.1 If you do not pay your direct debit on time, we may:

8.1.1 Require that you bring your account into good order and we may change the nature of your direct debit arrangement so that it collects the full amount of your bill each month plus any debt outstanding on your account rather than just a fixed amount;

8.1.2 Change the amount of your fixed direct debit or adjust the Prepayment Meter tariff to recover the sum due to us;

8.1.3 Offer you a payment plan according to your circumstances;

8.1.4 Charge you £20 for each missed payment.

8.1.5 Take such steps as are necessary to recover the sums due to us, which may include employing a debt collection agency;

8.1.6 Provide information about your non-payment to credit reference agencies, which may impact your ability to get credit in the future;

8.1.7 Recover from you all costs incurred by us in pursuing your non-payment, including bank charges due to cancelled or failed payments, the cost of visiting you, getting a warrant to enter your property and installing a Smart Meter or Prepayment meter (which we can switch into prepayment mode);

8.1.8 Disconnect the supply in accordance with clause 15.

8.2 If you are having difficulty in paying your bill, please let us know as soon as possible and we can discuss ways that might help make paying your bills more manageable. We will provide all such help and assistance as we can in order to avoid disconnecting your Energy supply.

9. Ending the Contract

9.1 You may end this Contract by giving us 28 calendar days' notice provided that:

9.1.1 Either another supplier has started to supply Energy to the Premises, or the supply has been disconnected; and

9.1.2 All sums due by you to us have been paid.

9.2 We may end this Contract if:

9.2.1 You are in material breach of the Contract;

9.2.2 You did not pay us what you owe us when it was due; and

9.2.3 We no longer have the relevant licences to supply your Energy.



9.3 If you are moving property, we will cancel your existing Contract on the day you move, according to what you tell us, or when another person notifies us that they have begun to occupy the Premises.

9.4 If you are moving and do not tell us, we will terminate your existing Contract with effect from the date when a new owner or occupier starts taking a supply at the Premises.

9.5 If you move premises you must tell us within 7 calendar days of moving out.

10. Fixed Rate Tariff Contracts

10.1 When your Fixed Rate Tariff ends, unless you choose to move onto a new Fixed Rate Tariff, or onto a Variable Rate Tariff, subject to availability, we will automatically transfer you to a Deemed Contract.

10.2 If you move onto a new Fixed Rate Tariff when your previous Fixed Rate Tariff ends, we'll start a new Contract based on the new Fixed Rate Tariff on the date the old one ends.

11. Disconnection

11.1 We can suspend or disconnect the supply if:

11.1.1 You have not paid your bill on time;

11.1.2 You are in material breach of the Contract;

11.1.3 We have reason to believe you may have damaged or tampered with the Metering Equipment; and/or

11.1.4 We are required to do so by any law, code or agreement.

11.2 If we disconnect the supply, you are required to pay:

11.2.1 Our reasonable costs to disconnect the supply; and

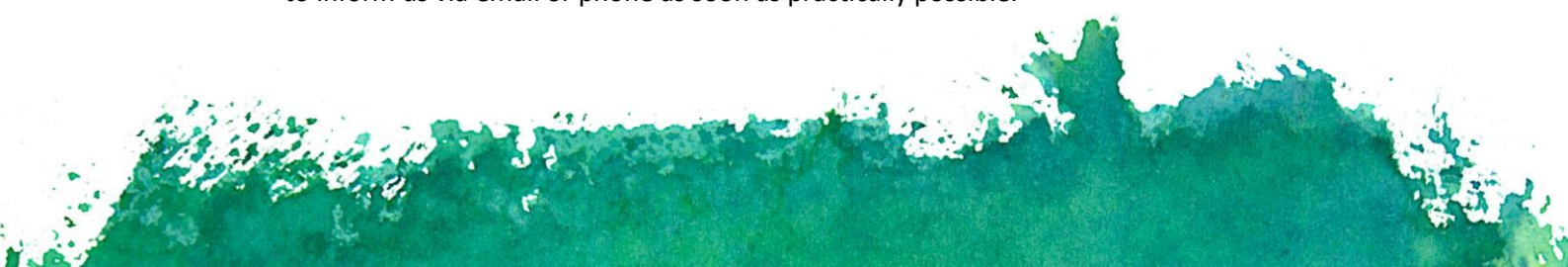
11.2.2 Our reasonable costs to reconnect the supply.

12. Metering Equipment

12.1 The volume of Energy supplied to the Premises is measured by the Metering Equipment installed at the property. This meter (and any in-home display that may be installed along with the meter) is the property of the meter provider and your usage of this is covered in the standing charge.

12.2 You are required to take reasonable steps to ensure that the Metering Equipment is protected and not damaged or interfered with in any way and to notify us should any damage or interference occur.

12.2.1 If you believe your metering equipment has been damaged or faulty you are required to inform us via email or phone as soon as practically possible.



12.3 Unless your meter is a Prepayment Meter or a Smart Meter which we are able to communicate with remotely, you are required to provide us with a meter reading each month at a specified time.

12.4 If you have a Smart Meter at the Premises that was installed by a previous supplier, we'll endeavour to use it as such, but we may have to treat it as a traditional meter until such time as we notify you otherwise or arrange to install a replacement Smart Meter.

12.5 If you have caused a stoppage, limitation or disconnection then you may have to pay a reasonable charge to restore your gas/electricity supply.

12.6 If you have a Smart Meter that we can read without visiting your property, you agree that we can:

12.6.1 Use the Smart Meter to remotely monitor your Energy usage;

12.6.2 Remotely repair and update the Smart Meter;

12.6.3 Switch it from credit to prepayment mode or disconnect your supply (we would notify you before this happens);

12.6.4 Collect information about how your Smart Meter is working, for example to see if it has any faults or has been tampered with;

12.6.5 Use information from your Smart Meter to do certain things, such as work out your bill and tailor our service and products to suit you better. We will only use this information to offer you products or services if you have given us your permission to do so; and

12.6.6 Take half hourly meter readings, provided you have consented. We will have written to you asking for your consent either during the installation of your Smart Meter, or at the point we became aware you had a Smart Meter already installed from a previous supplier. If you change your mind after giving us consent to take half hourly readings and would prefer we only take either one reading per day or one reading per month, you can contact us via Email or Phone.

12.7 We will only use the information we collect from your Smart Meter in line with our Privacy Policy.

12.8 You must tell us straight away if your Meter is damaged or stolen, stops working properly or if you think it has been tampered with.

12.9 You must not remove your Meter without our permission, and we may recover any Metering Equipment we have provided you with if our agreement with you ends



13. Access

13.1 You agree to give us or our agents access to the Property and the Metering Equipment at reasonable times for the following purposes:

- 13.1.1 To take a meter reading;
- 13.1.2 To carry out a safety inspection;
- 13.1.3 To install, replace, test or reposition the Metering Equipment;
- 13.1.4 To disconnect the supply;
- 13.1.5 To reconnect the supply; and/or
- 13.1.6 To install a Smart Meter.

14. Complaints

14.1 If you submit a complaint, we will follow the complaints policy on our website:
[green.energy/complaints](https://www.green.energy/complaints)

14.2 If you need independent advice at any time you can contact Citizens Advice by phone on 03454 040506 or visit their website at www.citizensadvice.org.uk/energy/. Their service is free, independent and confidential.

15. Your Information

15.1 We agree that we will use any personal data that you provide to us in accordance with our Privacy Policy, which is available on our website.

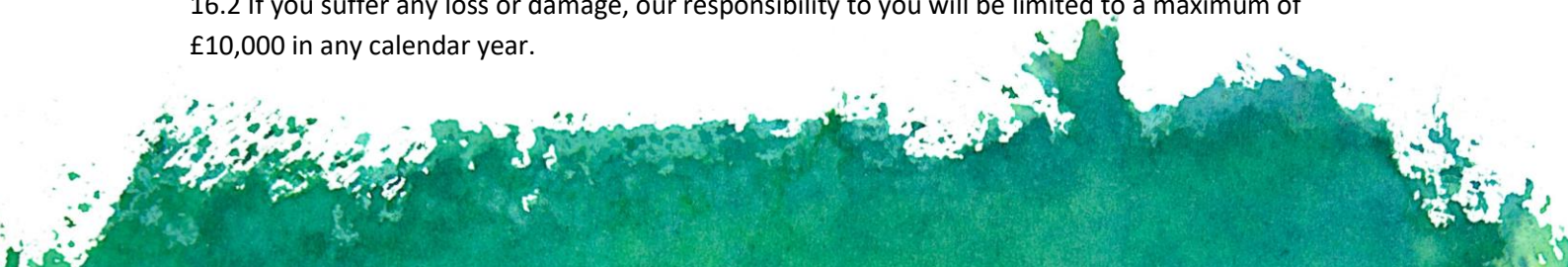
15.2 If you tell us, or we believe that you or another member of your household are in need of extra care, we will record that information and store it on our Priority Services Register.

16. Our Liability

16.1 We will not be liable to you for:

- 16.1.1 Any loss due to circumstances beyond our control;
- 16.1.2 Any loss which is indirect, consequential, economic or financial including loss of profit, revenue, goodwill, business, contractor wasted expenses;
- 16.1.3 Any loss which was not or could not have been reasonably foreseen even if we, our employees, subcontractors or agents did not follow this Contract; or
- 16.1.4 Any loss caused to you by the gas transporter or the Electricity Distributor in excess of the amount we are entitled to recover from the gas transporter or the Electricity Distributor on your behalf.

16.2 If you suffer any loss or damage, our responsibility to you will be limited to a maximum of £10,000 in any calendar year.



17. Safety and Emergencies

In an emergency please contact

Electricity – 0800 404 090

Gas - 0800 111 999

18. Changing the Contract

18.1 We may change your Contract if it is necessary to comply with any laws, or other rules that we are obliged to follow.

18.2 We will not change the prices applicable to your Contract while you are on a Fixed Rate Tariff.

18.3 If we propose to make changes to your Contract that are not to your advantage (including increasing charges) we will give you 30 calendar days' notice of the changes.

19. National Terms of Connection

By accepting our terms and conditions, You also accept the terms and conditions of the National Terms of Connection. To request a copy of these please contact the Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London, SW1P 2AF, or phone 0207 706 5137 or visit their website at www.connectionterms.co.uk

20. General

20.1 We may transfer, subcontract, assign or novate any or all of our rights (including the right to recover the charges) or obligations under the Contract without your consent, but this will not affect your rights under the Contract.

20.2 You may not transfer the Contract or any of your rights under it without first obtaining our written consent.

20.3 If any part of this Contract is declared invalid or is void or unenforceable, the validity of the rest of the Contract will not be affected.

20.4 The laws of England and Wales apply to this Contract if the Premises are in England or Wales. If the Premises are in Scotland, Scottish law shall apply. Any disputes arising shall be dealt with by the English or Scottish courts as applicable.

