

# Green Energy UK electricity supply standard conditions for domestic and small business customers

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## 1. Supply Contract

- 1.1 This Supply Contract includes the details on the Green Energy (UK) plc ("Green Energy") publications and charges set out in the pricing details on both the website and the publications, referred to in Condition 2 and together these documents form the entire agreement between "us", Opus Energy Limited and "you", our customer. The contract will take effect from acceptance by us and is conditional upon the results of credit status checks.
- 1.2 We will write to you with the start date for your supply of electricity under this Supply Contract. Once started, your supply will continue until terminated in accordance with either condition 5 of this Supply Contract, or under our Licence to supply energy or any other regulation or law binding us.
- 1.3 If you already have a contract with another supplier, you must cancel that contract by giving the appropriate notice to your current supplier.
- 1.4 If you do not have the appropriate meter we can install or arrange to reconfigure / reprogramme (normally at your cost) but we will not start to supply you until the date that work has been completed.

## 2. Charges

- 2.1 The charges for electricity supplied will be as stated from time to time in the Green Energy information. All charges will be subject to any UK tax or duty payable on the supply of electricity at the prevailing rates. If there are any changes in any tax or duty we will inform you.

## 3. Payment

- 3.1 We will send you regular bills or statements for the electricity supplied.
- 3.2 All outstanding charges on your account must be paid in accordance with the payment arrangement you have agreed under this contract.
- 3.3 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.
- 3.4 If you are billed monthly and do not pay by the date specified we will charge you a late payment charge.
- 3.5 If any charges are outstanding from the date of the first reminder we shall be entitled to charge you interest on all monies in arrears at the rate of 3% above the base rate from time to time of Barclays Bank PLC.
- 3.6 If your account is not cleared on the date of the second reminder we may, having given you at least 7 days notice, arrange to discontinue your supply. We reserve the right to recover any costs incurred in relation to any lawful disconnection or reconnection of supply, and shall be entitled to charge you interest on all monies in arrears at the rate of 3% above the base rate of Barclays Bank PLC, as given from time to time, or any other costs incurred due to receiving the funds from another form of payment than agreed under this contract.
- 3.7 At our discretion or if you so request we may arrange for a prepayment meter to be installed. Alternatively we may if it is reasonable in the circumstances require you to provide a deposit. We will pay interest on any security deposit at the rate approved by the Office of Gas and Electricity Markets (Ofgem).
- 3.8 If you owe your previous suppliers money at the changeover date, we may add this to your bill and may charge you to cover our costs.

## 4. Access to the property

- 4.1 We, or anyone else authorised by us, may need safe access to your property at reasonable times for the maintenance and operation of your electricity supply, or meter reading or replacement or to inspect and, if necessary, cut off the electricity supply if it is reasonably suspected that it is dangerous to continue to supply your property or for any other reasonable purpose in connection with the electricity supply.
- 4.2 In all cases (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. Any person authorised by us will carry and produce a duly authenticated document showing his authority.

## 5. Termination

- 5.1 You must continue to pay us for all electricity received and billed under this contract.
- 5.2 If you want to end the Supply Contract, we will stop supplying when you give us written notice and
- (i) another supplier has started to supply the property or
  - (ii) the property has been cut off because you no longer require a supply.
- 5.3 When you are moving you must give us at least 2 working days' notice. If you do not give us that notice you must continue to pay us for the supply. You will not have to pay for the electricity supplied:
- (i) two working days after you have given us notice that you are no longer responsible for the supply; or
  - (ii) the next day on which the meter is due to be read; or
  - (iii) the day on which the new occupier requires us or another supplier to supply the property.

- 5.4 If we change the terms and conditions of this Supply Contract under Condition 7 you can give us 21 days written notice that you want to end this Supply Contract as long as:

- (i) you tell us within 30 days of our notice of a change in prices or terms; and on the date on which your termination notice is due to take effect, with regard to electricity, you arrange a supply with a new supplier.

If you give us this notice we will not change the Contract until it ends. If you are unable to arrange for a new supplier then the supply may continue under the new terms and conditions from the date referred to in our notice.

- 5.5 If you inform us of your intention to change supplier under Condition 5.4 then you must pay any outstanding charges within 30 working days of receiving the notice of the changes to the terms of your supply contract. If you do not pay the outstanding charges within the required time then the supply may continue under the new terms and conditions from the date referred to in our notice.

- 5.6 We may cut off your supply or end this Supply Contract

- (i) when we need to under general law; or if you have committed a serious breach of this Supply Contract or someone else has cut off the supply.

You must pay us any outstanding bills including our costs of cutting off the supply.

- 5.7 In any of the circumstances set out in Conditions 5.3, 5.4 and 5.5 we will prepare a final invoice for you and you must make sure that we are able to obtain access for a final meter reading.

## 6. Liability

- 6.1 No party will be liable for breaches of this Supply Contract caused by anything beyond our reasonable control.
- 6.2 Neither of us will be liable for the other's loss of use, profits or revenue or any indirect or consequential loss arising out of this agreement. Save for personal injury or death, liability for negligence shall not exceed £100,000.

## 7. Changes to the Supply Contract

- 7.1 We will give 30 days prior written notice before we change any of the terms and conditions of this Supply Contract. You will have 30 days from receipt of our notice, to terminate this contract and if you do give this notice, the changes will not affect you.
- 7.2 You cannot transfer this Supply Contract to anyone else without our permission. We may transfer this Supply Contract to any company that can legally supply you.
- 7.3 If Ofgem or the Government make changes to our licence then we may need to make changes to this Supply Contract. If this happens we will tell you as soon as reasonably practicable.

## 8. Domestic Customers – Rights of Cancellation

- 8.1 If you have signed this Supply Contract either during a visit to your home by one of our representatives or following a telephone conversation with one of our representatives, you may cancel by giving us written notice within 14 days.

## 9. General

- 9.1 If you require anything from us in addition to the supply of electricity, including requests for meter tests, we will be entitled to charge a further reasonable amount for any work carried out or for any materials, including administration charges.
- 9.2 You will allow us to use any information your previous supplier has about your meters.
- 9.3 Our notices to you will be sent to the address where we send your bills. Your notices must be sent to Green Energy (UK) plc, Black Swan House, 23 Baldock Street, Ware, SG12 9DH. You must include your electricity Supply Number.
- 9.4 The laws of England and Wales apply to this Supply Contract. This Supply Contract is subject to the non-exclusive jurisdiction of the English Courts.

## 10. Disclosure of information

- 10.1 You agree that we may disclose information about you or your supply to others for any purpose in connection to your supply.
- 10.2 You hereby appoint us as your agent for the purpose of obtaining your supply number or other relevant information from your regional distribution company.

## Section B

### Standard Terms of Connection to your local network

The electricity you receive from your electricity supplier will be delivered using the distribution network run by your local network operator. To receive a supply of electricity you require both: a connection agreement with your local network operator to maintain the connection of your premises to the network; and a supply contract with your electricity supplier. Your electricity supplier has been appointed as the agent of your local network operator to obtain a connection agreement with you on these standard terms. When you enter into your electricity supply contract, you are also entering into this connection agreement with your local network operator.

- B.1 Interpretation: In this agreement the terms "we", "our" and "local network operator" mean, for each connection to a network

through which you are supplied under your electricity supply contract, the public electricity supplier which owns or operates that network.

- B.2 Existing Terms: Any existing terms applying to your connection to our network (except for our tariff terms or another standard connection agreement) will apply instead of this agreement to the extent that they are inconsistent with this agreement.
- B.3 Duration of this connection agreement: This agreement takes effect from the time that your electricity supply contract takes effect and will continue (even if your electricity supply contract ends) until it ends under Clause B1.1.
- B.4 Connection to our network: Your premises will remain connected to our network in accordance with the provisions of the Electricity Act 1989, any other legal requirements that apply from time to time, and the terms of this agreement.
- B.5 Network Constraints: Our obligations under this agreement are subject to the maximum capacity and any other design feature of your connection. In accordance with existing legal rules, you must contact us in advance if you propose to make any significant change to your connection, electric lines or electrical equipment, install or operate generating equipment or do anything else that could affect our network or require alterations to your connection.
- B.6 Delivery of electricity: We do not guarantee that we will deliver electricity through our network at all times or that electricity delivered through our network will be free of brief variations in voltage or frequency.
- B.7 Cutting off your supply: We may cut off the supply of electricity to your connection where we are entitled to do so under the general law. We may also cut off your supply of electricity where we are required to do so under your electricity supply contract or the electricity industry arrangements under which we operate.
- B.8 If something goes wrong: If we fail to comply with any term of this agreement, or are negligent, you may be entitled under the general law to recover compensation from us for any loss you have suffered. However, we will not be required to compensate you for loss caused by anything beyond our reasonable control, or for any indirect, consequential, economic or financial loss (including losses of revenue, profit or opportunity, wasted expenses or loss of contract or goodwill), other than where you are entitled to recover compensation for such loss under the general law in relation to death or personal injury.
- B.9 Business customers: If the electricity supplied to your premises is used wholly or mainly for business purposes, each of us will only be liable to the other save for personal injury or death, liability for negligence shall not exceed £100,000 per calendar year.
- B.10 Changing this connection agreement: The terms of this connection agreement will be changed automatically to incorporate any changes which are approved by the Director General of Gas and Electricity Markets. Any change that is approved will be announced in at least three national daily newspapers and will take effect from the date stated in those announcements. Either of us may ask the other to accept a change to any part of this agreement at any time if either believes the change is needed because of the nature of your connection or because this agreement is no longer appropriate. (It is unlikely that we will propose any changes unless your connection is at high voltage, you have generating equipment or there are other special features.) If a change is proposed under this clause, and cannot be agreed between us within 28 days, either of us may ask the Director General of Gas and Electricity Markets to decide whether or not the change should be made.
- B.11 Ending this connection agreement: This agreement will end in relation to a connection when one of the following occurs:
- you begin to take your electricity supply through that connection from us on our tariff terms.
  - you permanently stop having electricity delivered through that connection:
    - you no longer either own or occupy the premises at which that connection is situated; or
    - any circumstances arise which legally entitle us to cut off your electricity supply to that connection and we write to your advising you that this agreement is ended.  - The ending of this agreement will not affect any rights, remedies or obligations which may have come into being under this agreement and Clauses B.8 and B.9 will continue to apply to those rights, remedies and obligations.
- B.12 Transferring this connection agreement: You are not entitled to transfer this agreement to another person without our consent.
- B.13 Providing information: You must provide us with any information we request in relation to the nature, or use by you, of electrical equipment on your premises. We will only ask for information that we need in relation to this agreement of the Distribution Code that applies under our Public Electricity Supply Licence.

Customer copy please retain