



## RESIDENTIAL TERMS AND CONDITIONS OF SUPPLY

Version created April 2018

These are our terms and conditions of supplying you with our gas and/or electricity products. You are deemed to have accepted these terms from when you take action to enrol to receive any of those products.

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### Definitions

1. In this Agreement, the words below have the following meanings:

“We”, “us”, “our” means: Hudson Energy Supply UK Limited trading as Green Star Energy at 3/F Elder House, 586-592 Elder Gate, Milton Keynes MK9 1LR.

“You” and “your” means: you the customer whom has entered into this Agreement for the Supply of our Energy to your Property.

- Where there is more than 1 person on your account, each are jointly and severally liable for the performance of your obligations herein. That means we may pursue the performance of your obligations under this Agreement from one or all of the named account holders. It is your responsibility to ensure that those persons agree to be joint account holders with you.
- If you give us false or inaccurate information, we may take appropriate action including passing your details to credit-reference and fraud prevention agencies.
- If you signed up to receive our Supply of Energy through a third-party agent, you confirm that the information and documents exchanged and completed with that third party agent is legally binding on you.

**Agreed Supply Period:** a period of time which would be as set out in your Part B starting from the date on which you are contracted to receive and pay for our live Supply of Energy. Your Agreement may be deemed to have been accepted and legally binding on a date which precedes the Agreed Supply Period, or the estimated date of the live Supply period may be delayed due to various reasons, and therefore shortens the Agreed Supply Period. This does not affect that once the Supply is live for your Property, the (possibly delayed and therefore shortened) Agreed Supply Period commences and endures until it ends on the date set out in your Part B as the end of your Agreed Supply Period.

**Agreement:** these terms and conditions and any supplementary documents to this Agreement which we may issue to you from time to time.

**Billing Period:** a duration in which the amount of Energy you have used at your Property is billed to you. Your bill will specify the Billing Period for which the charges owed by you for the use of our Supply of Energy was incurred.

**Connection Agreement(s):** the agreement(s) which (by entering into this Agreement, you consent for us to enter on your behalf if such is required for the Supply of Energy to you) you are party to with your respective Distribution System owner(s) for gas and/or for electricity which governs your relevant Energy connection(s).

**Deemed Contract:** a contract for the Supply of Energy to your Property without an agreement between us and you as the lawful occupier of the Property for the Supply of that Energy. The terms and prices of the default contract which applies to your Property at the time a Deemed Contract is entered into by you can be found on our website.

**Distribution Services:** means any works carried out by the Distribution System owner(s) and Meter Operators in relation to your Energy connections.

**Distribution System:** means your local commodity system(s) for the distribution of gas or for the distribution of electricity, including their respective pipelines and wires for the delivery of Energy to your Property.

**Emergency:** an emergency endangering persons or property, or a fault in the Distribution System(s).

**Emergency Response Service:** the emergency services for receiving and responding to reports of actual or suspected Energy or Energy-related Emergencies.

**Energy:** gas and/or electricity.

**Estimated Usage:** an estimate of the amount of Energy used in the time between the last supplied Meter read or issued bill and the time in which the estimate is formed. Estimated Usage is based on a number of factors, including but not limited to prior Energy usage at your Property, the time of the year and the nature of your Property.

**Exit Fees:** fees which you incur for the early termination of this Agreement prior to its natural end. These Exit Fees will be specified in Part B.

**Licences:** the licence(s) we hold from local energy regulators and authorities to transport and/or Supply Energy to you.

**Meter:** the Meter(s) (and any ancillary fittings and equipment) installed at your Property to record the amount of Energy that you use at the Property. This includes prepayment Meters and Smart Meters.

**Meter Operator:** the third party supplier of your Meter and whom are also responsible under a MOP Agreement with you for the maintenance of your Meter including but not limited to the reading of your Meter to submit technical details, provision, installation, repair, disconnection and reconnection, or other servicing of your Meter.

**MPAN:** the unique identifier for each electricity Meter.

**MPRN:** the unique identifier for each gas Meter.

**MOP Agreement:** A Meter operating agreement between you and your Meter Operator which you need to have entered into for the maintenance of your Meter.

**OFGEM:** the Office of Gas and Electricity Markets.

**Part B:** a confirmation letter which we will send to you with details of your specific Energy product(s) such as the duration of Agreement, pricing, payment terms, any Exit Fees, etc.

**Pay As You Go Meter:** the prepayment Meters through which a user may make prepayment to us for Energy by adding monetary value to that user's account.

**Property:** the address at which we Supply Energy to you under this Agreement.

**Supply:** Our Supply of Energy to your Property.

**Working Day:** any day that is not a Saturday, a Sunday or a bank holiday.

## PART A

### This Agreement

2. These terms and conditions form Part A of the Agreement governing our Supply and your use of our Energy. Part B will be a confirmation which will send to you that consists of a set of terms regarding your specific Energy product(s) detailing the duration of agreement, pricing, payment terms, etc. Together, Part A and B form your entire agreement for Energy.

3. You are deemed to have accepted the terms of this Agreement when you complete the registration process (by telephone, on our website, through a 3rd party agent or otherwise) to receive our Supply of Energy. Our issuing an account number to you for each Energy you signed up for will conclude the Agreement.
4. You can cancel your Agreement within 14 days from which the Agreement concluded under the European Union (Consumer Rights Information, Cancellation and Other Rights) Regulations 2010. You can do so by contacting us with your account number. You can get impartial advice about changing your energy Supply from the Citizens Advice Bureau at [citizensadvice.org.uk](http://citizensadvice.org.uk) or at 08454 040506.
5. If you do not cancel your Agreement within those 14 days, your Agreement is deemed accepted and binding as a legal document. We may then conduct all pre-Agreed Supply Period checks such as those set out in Supply Conditions which you need to have complied with by prior to Supply.
6. If in the event you require us to Supply Energy to your Property during those 14 days before the end of which you do exercise your rights to cancel the Agreement, you will be charged for the Supply of Energy to you up to and including the date of effective cancellation.
7. After this Agreement is accepted by both us and yourself, it will continue until the end of the Agreed Supply Period unless terminated prior to its natural end. The terms of Supply include that you accept the Connection Agreement(s) and MOP Agreement(s) issued by various suppliers whom manage different parts of the transportation of Energy from its source all the way to your Property. The Supply of each Energy to any one of your Properties is governed by a separate Agreement with us. However, we may issue you with one bill for each Property.

Switching you onto our Supply if you are a new customer:

8. If the supplier from which you are switching to us from informs us that you are in arrears of an amount which we believe deems to you be an unsuitable customer, we may select to not carry out the switch and inform you in writing accordingly that this Agreement will not be concluded by us.

If you receive Energy outside of an Agreement:

9. If you have not proactively agreed these terms and conditions with us through enrolment for our Supply either directly or through a 3<sup>rd</sup> party agent, you are deemed to have accepted them in a Deemed Contract once our Supply of Energy is actively flowing to your Property.

Making changes to this Agreement:

10. From time to time, we may be required by our License conditions, regulators and other authorities to make changes to how we Supply and price the Energy you use. Regardless of the cause of these permitted changes, if the same disadvantage you (for example if we reduce any discounts that had applied to you), we will notify you of the same no less than 30 days before they apply. We would notify you using two of the following forums: by our website, mass media, on or with your bill, text message, email or letter to your Property. If you choose to exit your Agreement in order to avoid those notified changes taking effect, you are free to do so subject to you settling any outstanding monies owed to us (including any Exit Fees set out in Part B of your Agreement).

11. We may assign and delegate our rights and obligations under this Agreement at any time. You may not assign or delegate your rights and obligations without our prior written consent.

### **Supply conditions**

12. If you are switching to us from another supplier and:
  - that other supplier objects to us switching or;
  - if your Meter is not an appropriate one which we can register on our Supply for the Commodity product(s) you have chosen

we may consider that you have terminated this Agreement in order to honour your continuing contract with your existing supplier and invoice you for the termination fees set out in your Part B.

13. This Agreement is based on the information you provided during the enrolment process (either directly through us or through a 3rd party agent) to be accurate. This includes your representation to us that you are lawfully responsible for the Property and are duly authorised to enter into this Agreement. If we cannot confirm important information about your entering into this Agreement (such as whether your provided information is up-to-date, whether the Meter(s) you currently have at the Property can record the information needed for billing on the pricing relevant to your Energy product(s) or for the payment method you selected, etc), we may terminate this Agreement and continue your Supply on a new Deemed Contract.
14. You will comply with your Distribution System owner's Connection Agreement terms.
15. You will observe your obligations surrounding your Meter and Meter readings.
16. You consent for us to check your credit status at any time. If in our reasonable opinion based on your credit status it is not suitable for us to offer to Supply (or continue to Supply) your selected Energy products/ pricing, we may:
  - terminate this Agreement and offer you a new agreement for products/ pricing which are suitable for us to offer based on your new credit status;
  - require you to pay a deposit;
  - demand the immediate settlement of all issued invoices;
  - change your payment terms;
  - require you to complete and return to us a direct debit mandate.
17. You will not use our Energy for purposes which are not lawful. If we receive reasonably reliable confirmation that this condition has likely to have not been complied with, we may consider that you have materially breached this Agreement and we will bill you for our losses (including any Exit Fees).
18. Account owners must be at least 18 years of age.

### **Your delivery of your Supply**

19. There may be instances where the date on which our estimated live Supply of Commodity to your Property is delayed or does not happen. For example:
  - if you request for our Supply to start on another specified date;

- if your current supplier objects to our transfer;
- if there are issues registering your Property's Meter(s) on to our Supply;
- if this Agreement is not or cannot be properly accepted to be binding.

In such an instance where the estimated Supply date cannot be met, we will notify you.

20. Our liabilities to you for the Supply of Energy to your Properties do not begin until we have begun active live Supply to you and thus beginning the Agreed Supply Period.
21. We rely on 3<sup>rd</sup> parties for certain of our obligations to you. From time to time, we may assign and delegate certain of our rights and obligations under this Agreement. For illustration purposes, we outsource certain mailing processes and telecommunications activities. This does not affect your rights under this Agreement; we are responsible for this Agreement regardless of our Supply chain and subcontractors.

### **Your Meter, Meter readings and Meter maintenance**

Functional Meter arrangement for our billing purposes

22. Each Energy that we Supply to you is measured by a separate Meter which needs to be installed, maintained and properly functional through the entire Agreement. This means that you take responsibility for using the Meter with due care and not allow any interference with the Meter without your Meter Operator's consent.
23. For each Property that we Supply Energy to:
  - one MPAN and MPRN (as relevant) must be registered for that Energy into that Property
  - one Meter will be attached to each MPAN and MPRN (as relevant).
  - each Meter relevant to this Agreement is properly connected to the Distribution System owner(s) as relevant.
24. A MOP Agreement must be in place to read the data recorded on each of your Meter(s). We will have arranged for this unless you have your own with a Meter operator of your choice in which case you will need to provide us with the relevant details so that we can access the data recorded on your Meter. We will bill you for any charges we incur resulting from working with your selected Meter Operator. Your independent Meter Operator must operate in accordance with the relevant good industry practice to ensure the integrity of the data recorded, otherwise you will be required to exit your MOP Agreement with your previously selected Meter Operator so that we can appoint one for your Meter and may bill you for those charges accordingly.
25. The Meter(s) must be used in accordance with the terms of the MOP Agreement regardless of how it was arranged to be in place, including:
  - that all the equipment on your Property that is connected to your Meter and the actual Meter itself is properly looked after;
  - the Meter being in a safe, secure and weatherproof position to run operationally.

This is essential for the Meter(s) providing data on Energy usage passing through to your Property so that reporting and billing can be performed accurately. The Charges to be billed to you will be calculated based on the Meter reads and so if there is no MOP agreement in place at any point during the Agreed Supply Period, we will bill you based on Estimated Usage.

26. We take no responsibility for maintaining your Meter(s) or associated connection wiring or pipework. The operation and maintenance of the Meter is a responsibility between you and the Meter Operator on the terms set out in the MOP Agreement. If you want to see a

copy of them, please contact them directly on the details set out in your Welcome Pack. If the operation or maintenance of the Meter is compromised during the Agreement, you must inform us as soon as reasonably practical. If you neglect to ensure this and we need to take further measures to access your Meter (including re-visiting or applying for lawful access), we will pass through to you the costs of the same.

Access to and visiting the Meter to perform maintenance:

27. You must ensure that throughout the term of this Agreement, representatives of the Meter Operator, Distribution Services and Emergency Response Services have safe, free and unrestricted access to the Meter at all times for the reading, inspecting, repairing, disconnecting or removing of it.

Meter reads:

28. We require Meter reads no less than every 3 months of your Agreement, or more frequently if from time to time we require it. (If your Meter for Energy is a Smart Meter, it may send us accurate reads more frequently than that. However, in the event that it does not, we will notify you that we would still require you to provide us with data from manual reads in order to avoid that we bill you based on Estimated Data).
29. If in our reasonable opinion your Meter reads (whether automatic or manual) are not indicative of the usage of Energy on your Property, we may contact you to arrange an accurate reading. If you do not or cannot cooperate with us to provide the same, we have the option to invoice you on Estimated Usage until accurate reads can be provided for your Property by sending a Meter reader to access the actual data. Bills issued on Estimated Usage will be payable to you as if they were issued based on accurate Meter readings.
30. All of the reasonable costs associated with sending a Meter reader to your Property will be charged back to you if it is confirmed by the Meter reader that accurate Meter reads were not available because the Meter was not properly maintained.
31. For more information about our Pay As You Go tariff or prepayment Meters, please see our Code of Practice on Pay As You Go Meters.

### **Charges and payment**

32. Your price for Energy is set out in Part B. You are free to contact us at any time to get a paper copy of your prices if needed.
33. Further information about your bills can be found in our Billing Code of Practice on our website.
34. You understand that by being a customer, you give us the right to transfer credit and debt between your other accounts with us in order to recover money that you owe us.

Electronic Bills:

35. To receive electronic bills, a validated email address to which you have access to must be provided to us throughout the time in which you select this method of bill delivery to you. Only you as the authorised account holder may administer your electronic bills. If either of these two requirements are not met or if you request that you receive paper bills, we will stop issuing you with electronic bills and paper bills will be sent to your Property at which point any discounts that you may have had for receiving only electronic bills will no longer apply.

Regular charges:

36. We will bill you for the Energy that is recorded by your Meter(s) as used by you under this Agreement and you will pay for the Energy that you use under this Agreement based on those prices in Part B. You agree to pay the full charges billed to and therefore due by you on or before the payment date stipulated on your bill and using one of the methods set out on that bill. If you receive a discount for using a particular payment method, you must continue to use this qualifying method. If you pay by cheque, it must not be post-dated and must be received by us by the date on which that payment is due. If you pay by Direct Debit, you must ensure that sufficient funds are deductible from the account from which you make payment for your bills. Any losses we suffer due to your payment method's failure will be billed to you.
37. Your payable amounts on top of the charges for Energy will include taxes, levies or any impositions similarly required to be charged to you in accordance with new Licence conditions, applicable laws, industry codes or decisions from authorities and local energy regulators whom may require us to re-price certain items of charges to be billed or passed through to you when the same were not set out as agreed at the start of this Agreement. We will bill you for these actual charges as published and they will be set out as line items in your bill so that you understand the breakdowns of the amounts you are due to pay.
38. If you reasonably believe that you have a genuine dispute about any amount billed by us, you will raise the same to us no less than 1 working day prior to when that payment is due. We will work to resolve the matter with you as soon as we reasonably can. Not paying your bills on time could mean that you lose any discounts that had applied to you.
39. Extra Charges that may be billed to you on an ad hoc basis:
  - If your Meter requires repair, replacement, disconnection, reconnection or inspection outside of a normal Meter reading cycle and we need to send someone to your Meter to undertake the necessary actions.
  - Losses suffered by us and/or due from you if you breach your obligations under this Agreement.
40. We will not charge you for switching suppliers.

Direct Debit Guarantee:

41. We are members of the Direct Debit Scheme and therefore the Direct Debit Guarantee protects you in the rare case that there is an error in in your payments to us via Direct Debit. The Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits. If there are any changes to the amount, date or frequency of your Direct Debit, we will notify you in advance of your account being debited or as otherwise agreed. If you request us to collect a payment, confirmation of the amount and date will be given to you at the time of the request. If an error is made in the payment of your Direct Debit, by us or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society. If you receive a refund you are not entitled to, you must pay it back when we ask you to. This Guarantee covers Direct Debit payments. It cannot be used to address contractual disputes between you and us regarding this Agreement.
42. You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us as any discounts which may have applied to your billing for using Direct Debit as a method of payment will no longer apply. You understand that this may result in a revision of the prices for your Energy.

If you do not pay your bills on time or if you have difficulties paying your bill:

43. We may object to you switching to another energy supplier should your account be outstanding with monies owed to us.
44. We may pursue you for the money you owe us through debt collectors and/or legal procedure, the costs of which will be billed back to you.
45. We may enter your Property to install a Pay As You Go Meter where Supply of Energy and the debt that you do owe to us (including the installation fees) will be assigned to your new Pay As You Go Meter account which will be recovered by fixed amount deductions from the credit that you purchase to add to your account. Your Energy on a Pay As You Go Meter will be billed on our Pay As You Go tariff which is available on our website. You will be issued with a top-up device for adding credit to your Pay As You Go Meter. Please keep this safe as you may be charged for replacements that you ask us to send to you. If you owe us money and object to us installing Pay As You Go Meter, we may disconnect your Property from receiving Energy.

Credit on account(s):

46. If you leave our Supply (regardless of whether you switch to another supplier at the natural end of the Agreement or whether you select to exit earlier by paying Exit Fees) and there is a credit balance due to you, we will attempt to contact you to notify you of the same. You must contact us within one year of you leaving our Supply for your credit to be returned to you. If you do not and that credit remains unclaimed, it may be removed from your account thereafter.

### **Confidentiality**

47. If you are coming to us from another supplier to start this Agreement, you agree that we may receive relevant information regarding your account with that supplier in order for us to process this Agreement.
48. While you are our customer, we will require to process your account information to different parties along our Supply chain (including third party partners) in order to provide Energy to your Property. This may include that Distribution System owners require to access your information in order to ensure continued safe Supply of Energy, such as in the event that a “Supplier of Last Resort” arises.
49. If you take steps to receive Energy from another supplier, that new supplier will ask us for information that we hold in order for them to process your switch to them.
50. These actions are not a breach of any confidentiality obligations on our part. We will do so in accordance with confidentiality obligations and applicable personal data laws.

### **Vulnerable customers**

51. We provide certain services to our customers whom may require special services in relation to their Energy. If you:
  - are disabled or seriously ill;
  - are recovering from an injury;
  - have mental health problems;
  - don't speak or read English well;
  - have children under 5 or are pregnant;
  - have reached your State Pension age.



and need to be noted on our Priority Services Register, please get in touch with us and we will let you know what information we need to add you onto the relevant register(s) so that we can ensure that this is recorded. Please note that this information will be passed on to Distribution Systems owners so that relevant parties are aware of your Property being a location which requires special care in the event of maintenance and emergency situations.

### **Interruption to Supply**

52. There may be interruption to or discontinuation of your Supply of Energy if:
- we are required by law or authorities to do so, or
  - an Emergency Response Service requires it in emergencies; or
  - where continued Supply poses a danger to the health and safety of those in or near your Property; or
  - it is required to enable maintenance work to be carried out; or
  - if you have breached this Agreement and that breach interferes with our Supply.
53. In such situations, the interruption to your Supply is not a breach of contract on our part. You will cooperate with us and relevant authorities to resolve the situation, including ceasing the use of Energy until the situation is resolved, by providing access to your Meter and Property, etc.

### **Force majeure**

54. We will not have breached this Agreement nor be liable for delay or failure to perform our obligations under this Agreement if such results from circumstances beyond our reasonable control or foresight. We will do all that we reasonably can in order to mitigate the effects on you from our non-performance due to force majeure. In such circumstances, if the period of delay or non-performance continues for 7 days, you may terminate this Agreement by giving 7 days' written notice to us.

### **Liabilities**

55. Nothing in this Agreement will limit liability for personal injury and death resulting from the negligence of a party.
56. We are not liable to you for indirect or consequential losses suffered by you as a result of our Supply of Energy under this Agreement. We are also not liable for the obligations owed to you from Distribution System owners and your MOP Agreements.
57. In the event of a breach, both parties are required to mitigate their losses as much as reasonably possible.
58. You accept that you are liable for:
- using and maintaining your Meter in accordance with your MOP Agreement(s);
  - using our Supply of Energy to you in a manner that does not affect the safety and Supply of utility to persons and property outside of your Property;
  - the punctual and full settlement of monies we bill to you;
  - the fees that we incur in procuring your compliance with your obligations under this Agreement (including those above);
  - the fees that we incur as a result of your non-compliance with your obligations under this Agreement, such as the cancellation of MOP agreements, purchased Energy based on forecast of requirements for your Agreement, administration fees from Distribution System owners, our spent time and effort, etc.
59. You confirm that you understand how your failure to uphold your obligations would result in reasonable, genuine and quantifiable direct losses for us (such as those set out above)

which are payable by you upon written request by us for you to settle the same. A failure to settle those billed losses is a separate material breach of obligations on your part.

### **Closing your account under this Agreement because you are moving properties**

60. If you move before this Agreement ends naturally, you must give us at least 10 Working Days' notice before you vacate that Property and details of your new property as a means for us to issue you your final bill. We reserve the right to ask for validation of your vacating the Property, for example a copy of your lease to confirm the date on which you vacate.
61. You also need to give us the Meter reading for the last day on which you occupy that former property, otherwise we will rely on the next available Meter reading by a Meter reader, on Estimated Usage or the next occupier's Meter reading to issue you with a bill for the Energy used at your former property. If you do not give us sufficient notice, you remain liable for the Supply of Energy to your former Property as set out above until we can issue you with a final bill.

### **Terminating this Agreement**

If you terminate this Agreement prior to the end of the Agreed Supply Period:

62. Part B of your Agreement may specify Exit Fees for the early termination of your Agreement prior to its natural expiry. There may also be additional fees we incur which we will pass through to you which we could not have priced into the Exit Fees when you entered into this Agreement; please ensure that you understand what the cost to you for early termination is before you take any such action and contact us if necessary to find out.
63. If you allow any of the Supply Conditions to cease being true at any point throughout this Agreement, the same will be an obstruction to our performance of obligations under this Agreement and you may be deemed to have terminated the same. In such an instance, Exit Fees will apply for which we will bill you for along with losses we incurred for your termination.

If we end this Agreement prior to the natural expiry:

64. We may terminate this Agreement prior to the natural expiry because:
  - you do not pay your bills on time (by giving you 1 months' notice); or
  - we consider that your use of Energy poses risk of injury to person or property by reason of misuse or by reason of any defects or suspected defects in the Distribution System, your Meter or your use of Energy (without notice).

In such instances, we may:

- pursue you for the debt that you owe through debt collection agencies or through legal procedure;
- pursue you for any costs we incur for the de-energization and re-energization of the Meter;
- install a pre-payment Meter at your Property and continue your Supply on a new Agreement for a pre-payment Tariff.

Regardless of how this Agreement ends (termination or natural expiry):

65. The termination of the Agreement in itself does not affect the rights and obligations that have accrued to either Party prior to the same. We have the right to bill you for the reasonable losses we suffer and charges we incur in taking any of the above steps. You understand that you are liable to pay those charges after we bill the same to you.

66. You will not be charged fees for switching to another supplier. However, we may prevent you from switching to a new energy supplier if your account shows outstanding bills which you have not paid.

### **Deemed contracts for Supply of energy (to the property subject of this Agreement)**

67. If:
- you do not agree with us new terms for the continued Supply of our Energy products after the end of your Agreement and you then stay on our Supply after the expiry of these terms; or
  - for any reason you receive our Supply of Energy to your Property without a concluded Agreement (such as if you move into your Property and it is already Supplied by us)
- you will have entered into a Deemed Contract for each Energy that you receive from us.
68. This Deemed Contract will be between you (as the owner and/or occupier of the Property) and us and takes effect from the day you obtain lawful possession of your Property and receive our Supply of Energy outside of an Agreement. This means you will have accepted that you will receive our Energy priced on our Deemed Contract terms which you can find on our website or you can contact us to receive a paper copy. This Deemed Contract ends when you enter into a fixed term Agreement with us or move to another supplier.

### **Interpretation, governing law and dispute resolution**

69. Your Welcome Pack and the headings in your Agreement are indicative and for convenience only and do not limit the interpretation of these actual terms.
70. If you breach this Agreement and we do not exercise our rights in relation to the same, it will not be deemed as a waiver of our rights. Any waiver of our rights will not be effective unless we issue the same in writing.
71. If a competent authority decides that any of these terms are unenforceable, the same will be severed from this Agreement and the remainder will continue to be in force until it ends.
72. This Agreement is governed by the laws of England. Any dispute will be settled exclusively within the competent courts in England. If your Property is in Scotland, the laws of Scotland may also apply as applicable.

### **For gas customers:**

73. **Gas Transporter:** the companies licenced as a gas transporter to deliver gas through pipes to your Property.

**Interruptible:** the gas offtake that may be subject to interruption by a Gas Transporter for the purposes in connection with the management of its pipeline system.

**Isolate:** to make that for a Meter, no gas can flow directly or indirectly from a Gas Transporter. For electricity, temporary Isolation is de-energisation and permanent Isolation is disconnection.

74. By entering into this Agreement with us for gas in your Property, you understand that:
- it is a condition of us supplying and you receiving that Energy at your Property that you are connected to the gas Distribution System;

- we as your supplier on your behalf enter into a Connection Agreement with your local Gas Transporter to distribute gas / electricity across the network in which your Property is on. This happens from the time that this Agreement is confirmed;
- Through that Connection Agreement, you and your local Gas Transporter agree on the national terms of connection and agree to keep to its conditions as it is a legally binding agreement which sets out your rights and duties regarding the Gas Transporter's connection and delivery of electricity to your Property.

Please contact them for details on the terms of the Connection Agreement.

75. You are required to provide to us at all times during the Agreement with an up-to-date emergency contact for a person whom will cooperate with us on any exercise to be carried out for gas emergency procedures. We may require more than one contact in some cases in which case, we will notify you.
76. Gas is charged in kWh based on the unit price set out in your Part B. Based on Meter reads or Estimated Usage for the Billing Period, we convert the Meter read or estimated Meter read into kWh using an industry standard conversion calculation and this will be the amount invoiced as shown on your bill. We may vary the charges or pass through additional costs where:
- you substitute gas with an alternative fuel other than during periods of Supply interruption as part of an Interruptible agreement with your Gas Transporter;
  - your Supply has been temporarily Isolated in accordance with an instruction by your Gas Transporter for emergency or safety reasons or for reasons of maintenance or repair to the network, in accordance with industry regulations or by prior agreement with us.
77. We may Isolate your Meter if no gas is used for a consecutive period of six months and the Gas Transporter may remove the means of Supply from your Isolated Meter which is not re-established after twelve months. You will be liable for costs reasonably associated with this.

**For electricity customers:**

**Network Operator:** the company licensed to deliver electricity and run the electricity distribution network for the area which your Property is on.

78. By entering into this Agreement with us for electricity in your Property, you understand that:
- it is a condition of us supplying and you receiving that Energy at your Property that you are connected to the electricity Distribution System;
  - we as your supplier on your behalf enter into a Connection Agreement with your local Network Operator to distribute gas / electricity across the network in which your Property is on. This happens from the time that this Agreement is confirmed;
  - Through that Connection Agreement, you and your local Network Operator agree on the national terms of connection and agree to keep to its conditions as it is a legally binding agreement which sets out your rights and duties regarding the Network Operator's connection and delivery of electricity to your Property.

Please contact them for details on the terms of the Connection Agreement.

79. Your Network Operator is responsible for the for the characteristics of your electricity but will normally be of one of the following sets of frequency, number of phases and margins of variation:
- Connection voltage and permitted variations at 400/230 and 230 volts, plus 10% or minus 6%.
  - Number of phases of Supply: at 400/230 volts, three; at 460/230 volts and 230 volts, one.

- Frequency of Supply and permitted variations: at all voltage levels, 50 hertz, plus or minus 1%.

If you want further explanations of these figures, please contact your Network Operator.

### **Contact us**

80. Please refer to the details in your Welcome Letter for the appropriate contact details.
81. We do not tolerate any form of disrespectful or abusive behaviour towards our staff or outsourced partners. If you or any persons you authorise to deal with your account with us behaves in such a manner, we have the option to treat the same as your termination of Agreement and pursue you for our losses resulting from the termination as well as any remedies available to us in law as would be applicable for your behaviour.