TERMS AND CONDITIONS OF SUPPLY

Effective from 1 February 2019

These terms and conditions apply to all energy products supplied to the Account Holder (“you”) by Green Star Energy (“we”, “us”, “our”).

Definitions

For the purposes of this document:

Green Star Energy - the residential trading name of Hudson Energy Supply UK Limited d/b/a Green Star Energy, No. 07489042, with its registered office at Elder House - 3rd Floor, 586-592 Elder Gate, Milton Keynes, MK9 1LR.

Agreement - this standard agreement, including Section A & B. Commodity - gas or electricity (or both).

Deposit - an amount of money you must pay as a security guarantee for us to supply commodity to you.

Gas Transporter - the companies licensed as a gas transporter to deliver gas through pipes to the property at which we supply you. Licences - the licences that OFGEM give us to supply gas and electricity.

Meter - the meters and equipment for measuring and providing information on the gas and electricity you use.

Network Operator - the company licensed to deliver electricity and run the electricity distribution network for your area.

OFGEM - the Office of Gas and Electricity Markets, which regulates the gas and electricity markets in Great Britain.

Property - the address at which we supply gas and/or electricity.

Smart Meter - a meter we can use to measure how much commodity you are using, without having to visit your home. This means you can also see how much gas and/or electricity you are using.

Supply - providing at the property a supply of commodity that you use completely or mainly for domestic purposes.

Working Day - any day other than (a) a Saturday or Sunday and (b) any day on which banks located in London, England are closed for the conduct of regular banking business.

About this Agreement

This document contains our standard terms and conditions which govern how we supply you with our gas and/or electricity products. Please read them carefully to ensure that you are aware of your responsibilities and the standards we will meet.

If you are signing up to one of our bespoke tariffs, additional terms may apply to you. You should therefore ensure you read these too. A full library of our tariff terms and conditions can be found at https://mygreenstarenergy.com/Legal

1. Preconditions

These standard terms and prices only apply to single, domestic premises with an individual meter. Our agreement with you is based on the information you have given to us, either directly or through an agent. You acknowledge that when entering this agreement you are responsible for the property, live at the property and are duly authorised to enter into this agreement. If we cannot check any important information about you or your meter or the information available is not up to date, or the information you have provided is significantly inaccurate or we cannot supply a customer with your type of meter, we may terminate this agreement. We may also terminate this agreement if your meter or metering arrangements are not suitable for the tariff or payment option you have chosen or offer you an alternative payment option. If you don't object or if you choose not to cancel your contract, we will assume your acceptance of the alternative offered. If we provide you with incorrect prices in error we reserve the right to change your prices by notifying you of the correct prices. We can refuse to supply premises if they are split into more than one home, whether or not each home has an individual meter.
2. Commodity supply
If we supply both your gas and electricity, we do so under separate agreements, although you may receive a combined bill (which will show your gas and electricity charges separately) at our discretion.

3. When this agreement starts
(a) Each separate agreement for gas or electricity starts from the date that you sign it, accept it on the phone, enrol online, or a. If none of these apply to you, the agreement starts when you start receiving supply of gas or electricity. (b) If we are taking over from your current supplier, we must complete the transfer within 22 days from the date you entered into the agreement, or where a cancellation period applies, within 22 days after the end of the cancellation period. (c) However, we do not have to complete your transfer within the period set out above if: (i) you ask for the transfer to take place at a later date; (ii) you inform us that you no longer want to change suppliers; (iii) your current supplier has objected to the transfer; (iv) after taking all reasonable steps, we still do not have all the information we need from you to complete the transfer; or (v) we are prevented from completing the transfer due to any other reason which is beyond our control. (d) If the transfer has been delayed for one of the reasons set out at Section 3(c) (iii), (iv) or (v) above, once that reason no longer applies we will complete the transfer within 21 days of the date that the reason for the delay no longer applied. (e) You agree to your current supplier giving us all your relevant details to help with your transfer and where applicable transferring to us the right to collect any debt you owe to that supplier and passing over all relevant account information.

4. Changing your mind
You can cancel this agreement within 14 days from the date you signed or accepted it. To cancel, simply call 0808 169 1226 or email us at Renew@MyGreenStarEnergy.com. You can also write to us with your agreement number, saying you want to cancel. Address this to: Green Star Energy, Elder House 3rd Floor, 586-592 Elder Gate, Milton Keynes, MK9 1LR.

You may end your agreement with us at any time as described below under the subheading ‘Ending this Agreement’. You can get impartial advice about switching your energy supply at the Citizens Advice Bureau, website CitizensAdvice.org.uk, telephone 08454 04 05 06.

5. Paperless communications
By entering into an agreement with us you automatically agree to receive your bills, account information and updates electronically so as to limit paper-based communications. So that we can ensure that you receive all the information that you need from us it is therefore a condition of your agreement that you have provided us with a valid email address and that you will update us of any change to it. If you do not provide a valid email address to us, you will not receive communications essential for the smooth running of your Green Star Energy account. You may request paper communications at any time but may incur a charge unless there are reasonable grounds for doing so which may include being a member of our Priority Services Register or not having access to the internet.

Charges
6. Our charges
(a) You agree to pay our charges based on the tariff that applies to you and in accordance with the relevant terms and conditions. a. We will add VAT and other required taxes, as applicable. We may also charge you (at our discretion) for all reasonable costs (including legal fees and administrative costs) that we incur in trying to collect payments from you.

7. Price changes
Unless your product is a fixed rate product, we may change our prices, discounts or the way we charge for gas and electricity. If we increase our prices or make any other change to the terms of this agreement which disadvantage you, we will tell you about the changes at least 30 days before they begin to apply. If you do not accept the changes, you may terminate this agreement within the 30 days’ notice period so long as we also receive notice from another supplier, after you terminate this agreement, no later than 20 working days after (but not including) the date on which the changes have effect and notifying us that the new supplier will begin to supply your home within a reasonable period of time. If you owe us money and we object to you transferring your supply to another supplier, if you still want to leave us you must pay us any money you owe within 30 working days of us telling you that we object to the transfer. If you don’t pay the money you owe within 30 working days, the price changes will apply and we reserve all rights to object to the transfer. (b) When we change prices, we’ll estimate the meter reading on the date the price change takes place. We’ll use this reading to calculate your charges at the old prices up to the date we change the price.

8. Meter readings
(a) You must give us meter readings at least every six months. This will help us to make sure your bills are as accurate as possible. We may ask you to provide more frequent meter readings depending on your method of

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payment. (b) When we produce your bill or statement, we will, if possible, use a meter reading that we or you have taken (this is an ‘actual meter reading’). If no actual meter reading is available, we will produce a reasonable estimate of usage at your property (which may be based either on your previous usage or industry averages). You agree to pay the estimated amount or give us an actual meter reading. We will send a new bill based on this actual meter reading (unless you agree otherwise) or, if no bill is due at that time, we will use this actual meter reading when we work out your next bill. (c) If you purchase both gas and electricity from us, and you want to update your energy usage, you must give us both meter readings, even if only your gas or your electricity usage has been estimated. If we do not receive meter readings for both fuels, the fuel without an actual meter reading will be estimated when we next send you a bill. (d) If your premises share an unmetered supply of commodity with other premises (for example, electricity used in shared parts of a building divided into flats), we may estimate the amount of commodity used and charge you an appropriate share. (e) If, in our reasonable opinion, the meter reading you provide is not accurate, we will not use it, but we will try to contact you to get a new meter reading and will inform you of the fact that we have not used the reading provided by you. (f) If, for any reason, your meter does not register any gas or electricity used, you agree to pay the amount that we reasonably estimate you have used.

9. Costs for unaccepted payments
We may charge to recover any reasonable costs we have to pay if we have to return a cheque to you, or a direct debit is rejected because there is not enough money in your account, or you send us a post-dated cheque or if we have to pay costs to give you copies of cheques or bills.

10. Costs related to your meter
We may charge you to recover any of the following reasonable costs (please see our website MyGreenStarEnergy.com for details): (a) Changing your meter if you ask us to, or when you become our customer if your type of meter is not one that we can support on our system. (b) Moving your meter. (c) Repairing or replacing a damaged meter or meter seals. (d) Disconnecting or reconnecting your meter. (e) Carrying out a meter accuracy test if you ask for this and we do not find a fault with the meter. (f) Getting a warrant to enter your home if you refuse to let us in. (g) Costs related to your breach of this agreement.

11. Costs related to your prepayment meter
We may charge to recover the following reasonable costs: (a) Replacing a prepayment device and the reasonable costs of getting it to you. (b) Visits to your premises by our agents because you have run out of credit due to a problem with your prepayment meter and/or prepayment device. (c) Fitting a prepayment meter to avoid disconnecting your supply. (d) Changing a prepayment meter to a credit meter if you ask us to make the change. (e) The reasonable costs of repairing or replacing the meter. (f) Replacing a smart prepayment meter with a traditional prepayment meter where you are switching to us from another supplier and request such meter change.

Payment
12. When payment is due
Payment is due on the date shown on your bill. If there is a genuine dispute about any amount, you must pay the amount you agree you owe. When we have settled the matter, if necessary we will adjust the bill. If you are entering into this agreement together with other people (such as your partner), you are each jointly and severally responsible for paying all amounts due. We may keep and offset any money we owe you to reduce any debt you owe us or any of our affiliates. You may not be able to switch providers if you owe us money.

13. Payment plans
If you cannot pay your bill, we may offer you an instalment plan and/or ask for a security deposit instead of fitting a prepayment meter. While you still owe us money under your instalment plan, you may not be able to change suppliers. If you move, you will have to pay us the full amount you still owe under the instalment plan, unless you ask us to transfer the amount over to your new address and you continue to take your supply from us. If you fail to make any payment due under the instalment plan, the plan will automatically end and we may install a prepayment meter on the property. We may change your payment method upon 7 working days' notice if you have not paid your bill within 28 days of the due date, and/or have failed to comply with terms and conditions relating to a payment method. We will advise you of the proposed change, reason for and effect of the change and the price that you will pay in the future.

14. Security deposits
We may ask you to pay a reasonable amount by way of a deposit as security against payment for your commodity if you don’t have a prepayment meter. If we ask you for a deposit and you do not pay it, we reserve the right to terminate this agreement.

About Your Meter
15. Damage to the meter
You must take reasonable care to make sure that the meter is not interfered with or damaged. If you notice any damage to your meter, or if you suspect that...
someone has interfered with your meter, you must tell
us as soon as possible.

16. Position of the meter
Our meter readers must have easy access to read, install,
test, inspect, repair, disconnect, reconnect, remove or
replace your meter when necessary. The meter must also
be in a safe, secure and weather-proof position. If it is
not, or is not easy to get at, you must allow us to move
the meter.

17. Prepayment meters
You may ask us for a prepayment meter. We will install
one for you if we can. A prepayment meter may be more
expensive than other ways to pay for energy. We may
ask you to pay for your commodity through a
prepayment meter on our prepayment terms. We may
do this if you failed our credit checks, a prepayment
meter is already installed, we have reason to believe that
someone has tampered with an existing meter, or you
owe us money.

18. Smart meters
If you agree to have a smart meter installed, we will
arrange a convenient appointment for the installation. If
we or our agent are not let into your property for the
appointment, we may charge you the costs of that visit,
unless you gave us at least 48 hours’ notice of
cancellation. If you had a smart meter installed by your
previous supplier we will treat it as a traditional credit
meter until such time as we notify you that we are able
to utilise its smart functionality. If the smart meter is
operating in prepayment mode and you wish to continue
on a prepayment tariff then we may replace your smart
prepayment meter with a traditional prepayment meter.

19. Who owns your meter?
If you have chosen to fit your own meter and any related
metering equipment (which must meet certain standards
and be fitted in accordance with industry procedures
otherwise it may be removed by us or our agent) then
you own the meter. Otherwise, a service provider owns
your meter and any related equipment supplied with it,
even when it is installed at your property. If a service
provider transfers your meter to another service
provider, you agree that both you and the new service
provider will continue to have the same rights and
obligations as before. You will be responsible for all the
pipes, wiring and equipment on your side of the property
beyond the meter installed at your premises and we are
not responsible for those nor for their safety. You are
also responsible for the meter housing.

Green Deal
If you have energy efficiency measures installed under
the Government’s Green Deal scheme, we will collect
any charges relating to it via your energy bill, as required
by the rules of the scheme. You must pay for these by
the same method that you pay the rest of your energy
bill. If you transfer to another supplier your liability
under the Green Deal scheme will transfer with you and
your new supplier will take over the collection of these
charges.

Ending This Agreement
20. Moving property
(a) You must give us at least two (2) working days’ notice
before you move from the property. You must also give
us details of your new address and your final meter
readings so that we can send you your final bill. If you
have given us the correct notice, your agreement with us
will end on the date you move out of the property. If you
fail to give us the correct notice, your agreement will end
either two working days after you tell us that you have
moved, or when someone else takes over the supply,
whichever occurs first. (b) Until your agreement ends,
you will still be responsible for paying for any commodity
used at the property. If you delay in telling us about your
move, you may have to pay for any energy used during
the period when nobody else was registered as taking
the supply. If you do not give us your new address and
we have to pay costs to find you, we may add these costs
to your final bill.

21. Your right to end this agreement
Your agreement with us will end if and when: (a) you
change suppliers and the new supplier starts to supply
your home; (b) we start to supply you under a new
agreement; (c) we lose our licence to supply commodity;
or (d) the supply is cut off because it is no longer needed.
Until then, this agreement will continue to apply and you
must pay for all commodity supplied hereunder until the
end of the term of this agreement. If you have a fixed
term agreement, you may: (a) take steps to facilitate
changing to any other supplier (but not complete the
process of changing supplier) at any time without having
to pay a termination fee; (b) unless you have already
entered into a new fixed term agreement with us, you
are entitled to switch to any other supplier without
having to pay a termination fee at any time during or
after the period that is 49 days before the date the fixed
term period of your agreement is due to end; (c) you are
not required to give any form of notice to terminate a
fixed term agreement or to switch supplies, a
termination fee may apply. Please check the exact terms
and conditions of your fixed term agreement. All of our
Product Terms and Conditions can be found at
https://mygreenstarenergy.com/Legal.
22. Transferring to a new supplier
(a) If you want to transfer to a new supplier, we can only prevent the transfer if: (i) you tell us that you have not entered into a contract with another supplier and you want us to prevent the transfer; (ii) you owe us money; (iii) your proposed new supplier agrees that the transfer was a mistake; or (iv) your proposed new supplier does not apply to transfer all the related meters at the property on the same day. (b) We will take all reasonable steps to send you your final bill within six weeks of the transfer to your new supplier being completed. (c) There is no administrative charge for transferring to a new supplier, and we will do everything reasonably possible to help with the transfer. You may have to pay a termination fee if it applies to your tariff.

23. Our right to end this agreement
We may end this agreement for any or no reason by giving you 30 days’ notice in writing. We may end the agreement immediately in the following circumstances: (a) If you have failed to pay for your commodity, cannot pay your debts, or have failed a credit check, and: (i) you have refused to pay in instalments, have a prepayment meter, or pay a security deposit; or (ii) it is not possible for us to fit your property with a prepayment meter; (b) If you breach this agreement; (c) If we lose our licence to supply gas or electricity, as applicable.

24. Transferring your details to a new supplier
We may give your new supplier any relevant details to help with the transfer. If you owe us money, we may object to your transfer, or sell the debt to your new supplier for them to collect. We will give them full details of the debt. Ofgem can withdraw our supply licence in certain circumstances. To make sure you do not lose supply, Ofgem may give a ‘last resort supply direction’ to another supplier to take over the supply from us. If this happens, your agreement with us would end on the date the Ofgem direction takes effect.

25. Disconnecting your commodity
We have the right to disconnect your commodity in certain situations only. We may do this in the following circumstances: (a) If you have failed to pay for your commodity, or cannot pay your debts; and you have refused our offer of paying in instalments, through a prepayment meter, or to pay a security deposit; (ii) it is not possible for us to fit a prepayment meter; (iii) If it is not reasonable for us to supply you and we give you 7 days’ notice that we are ending this agreement and cutting off your commodity. (b) If we supply you with both gas and electricity, we do so under two separate agreements. We will not cut off both your gas and electricity unless this is for a reason which applies to both gas and electricity. For example, if you have failed to pay for your electricity, but have paid for your gas, we will not cut off your gas supply for non-payment. (c) If you are having difficulty paying, we will offer to fit a prepayment meter before we cut off your commodity. If necessary, and if you refuse us access to your property, to avoid having to cut you off we may apply for a warrant to fit a prepayment meter without your permission. Or, if you have a type of meter that we can convert from a credit setting to a prepayment setting, we may do that instead. You must then pay for commodity at our prepayment rates, which may be more expensive than your current rates. We may also set the meter to collect any money you owe us.

26. Disconnection
We may disconnect your supply if we have to do so by law or in an emergency, or as a result of other circumstances beyond our control. We may also cut off your gas supply if supplying gas to your home might put the public in danger and we have taken all reasonable steps to prevent that danger from arising. If we supply you with gas, we and the gas transporter who operates the network through which the gas is supplied to you also have the right to tell you to restrict or stop your use of gas if we or the gas transporter have to do so by law or in an emergency. You must then follow our instructions.

27. Emergency access
In an emergency, you must allow us, and anyone we authorise, safe access to your meter at any time.

28. Limitation of liability
(a) Nothing in this agreement removes our legal liability for death or personal injury caused by our negligence. If you suffer any loss or damage, our responsibility to you will be limited to the lesser of six times the average monthly payment due from you for the affected property and £1,000,000 or, if there are a number of connected events that cause you loss, our responsibility will be limited to £1,000,000 in total for these events. This agreement does not affect any rights you have by law, including your rights under the Consumer Protection Act 1987. (b) Except for liability for death or personal injury, as set out above, we are not legally responsible under this agreement for any losses that are not our fault, or that we could not have reasonably expected when we entered into this agreement, or any special, punitive, exemplary, indirect, or consequential damages, or losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with, this agreement.


29. Business use
(a) If you have used commodity supplied to the premises for business purposes, and we have to pay a higher rate of VAT or any other extra taxes (for example, climate change levy), you must pay these taxes in full unless you meet the HM Revenue & Customs requirements that allow you to provide us with 'exemption certificates' which cover the taxes due. (b) If you are a business customer and we have supplied you as a residential customer by mistake, these terms and conditions will not apply. We will continue to supply you under our 'deemed business terms' unless you sign up to an agreed set of business terms with us or you change to a different supplier. (Our deemed business terms are the terms that a business customer is supplied under by our Hudson Energy division. The deemed business terms may be more expensive than our other business terms).

30. Assignment and subcontractors
We may assign or transfer any of our rights under this agreement, including this agreement, to any other person or company. We may assign or transfer any of our responsibilities to any other licensed supplier of commodity. We will tell you as soon as we reasonably can if we transfer any rights or responsibilities. We may also subcontract anything we have agreed to do under this agreement. However, we will still be responsible for our subcontractors.

31. 32. Governing law
In any dispute, the law of England and Wales applies to this agreement if your home or property is in England or Wales, and Scottish law applies to this agreement if your home or property is in Scotland.

32. Circumstances beyond our control
You and we will not be responsible for failing to keep to the terms of this agreement (other than any failure to pay) if that failure is caused directly by circumstances beyond your or our reasonable control, or any actions required by law.

33. Service levels and complaints
Please see our website MyGreenStarEnergy.com/help-and-Support/Complaints or write to us at: Green Star Energy, Elder House 3rd Floor, 586-592 Elder Gate, Milton Keynes, MK9 1LR. For full details of our complaints handling procedure. Our service level standards are available at our website MyGreenStarEnergy.com.

34. Your supply
Local network operators distribute the electricity or transport the gas that we supply to you (or both), and the quality and continuity of the supply is the responsibility of the local electricity network operator or gas transporter. If you need a new electricity or gas connection to your property, you will need to contact them.

35. Processing your data
If you provide any personal data to us under this contract, Hudson Energy Supply UK Limited will be the 'data controller'. Our Data Protection Office can be contacted at Hudson Energy Supply UK Limited (trading as Green Star Energy) 3rd Floor, Elder House 586-592 Elder Gate, Milton Keynes MK9 1LR or email us at YourData@MyGreenStarEnergy.com.

We will process your personal data in line with our Privacy Policy, which we will amend from time to time. You can find it at MyGreenStarEnergy.com/About-Us/Privacy-Policy. Our Privacy Policy sets out: (a) where we might get data about you from (b) why we need it (c) what we might do with the data (including who we might share it with) (d) what happens if we are required to transfer your data abroad and (e) how long we keep it for.

Electricity only
36. About this part of the agreement
By signing this agreement for an electricity supply or accepting it by phone or online, you are entering into two contracts. They are with us, to supply electricity to your home; and your local network operator, to distribute electricity across a network so that we can supply electricity to you. Your supplier is acting on behalf of your 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 agreement 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 a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF. Phone: 020 7706 5100 or see the website at ConnectionTerms.co.uk.

37. About the electricity supply
The local network operator is responsible for the characteristics of your electricity supply. The electricity delivered to your home through the network will normally be at one of the voltages shown below. It will have the following frequency, number of phases and margins of variation associated with it: (i) connection voltage and permitted variations: at 400/230, 460/230

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and 230 volts, plus 10% or minus 6%. (ii) number of phases of supply: at 400/230 volts, three; at 460/230 volts and 230 volts, one. (iii) frequency of supply and permitted variations: at all voltage levels, 50 hertz, plus or minus 1%.

If you need more explanation about these figures, please call your local electricity network operator who may be listed in your phone book under electricity distributors. More information on where our commodity comes from and its environmental impact can be found on our website MyGreenStarEnergy.com or write to us at: Green Star Energy, Elder House 3rd Floor, 586-592 Elder Gate, Milton Keynes, MK9 1LR.

38. The Direct Debit Guarantee
This 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, Green Star Energy will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Green Star Energy 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 Green Star Energy 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 Green Star Energy asks you to. 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.

Contact details
If you have any questions about these Terms and Conditions, please contact us:

Hudson Energy Supply UK Limited
(trading as Green Star Energy)
3rd Floor, Elder House
586-592 Elder Gate
Milton Keynes MK9 1LR

Or email us at CustomerService@MyGreenStarEnergy.com.