



**Shell**  
**ENERGY**

# Terms and Conditions of supply

For customers who signed up to Green Star Energy

Effective from 1 February 2019

Version number: 1.1

Date published: 30/07/20

These terms and conditions apply to all energy products supplied to the Account Holder (“you”) by Shell Energy Retail Limited (“we”, “us”, “our”) (Company Number 05070887: Registered Office: Shell Energy House, Westwood Way, Westwood Business Park, Coventry, CV4 8HS).

### Meaning of words and phrases used in these Terms and Conditions

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.
OFGEM	the Office of Gas and Electricity Markets, which regulates the gas and electricity markets in Great Britain.
Operator	the company licensed to deliver electricity and run the electricity distribution network for your area.
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 or 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 [shellenergy.co.uk/info/greenstar/terms](https://shellenergy.co.uk/info/greenstar/terms).

## 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. Our Contract is based on the information provided by You in the Application Form. You must inform us of any changes to this information. We are not required to back date any changes.

## 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 email [customer.service@shellenergy.co.uk](mailto:customer.service@shellenergy.co.uk) or call us 0330 094 5800. You can also write to us with your agreement number, saying you want to cancel. Address this to: Shell Energy Retail Limited, Shell Energy House, Westwood Business Park, Westwood Way, Coventry CV4 8HS, UK. 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. Go to: [citizensadvice.org.uk/energy](http://citizensadvice.org.uk/energy) or call their consumer service on 0808 223 1133. Calls are free.

#### 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 Shell Energy Retail 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

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. When we change prices, we'll estimate the meter reading on the date the price change takes place. 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 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 [www.shellenergy.co.uk/info/energy/summary-of-charges](http://www.shellenergy.co.uk/info/energy/summary-of-charges) 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

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.

## 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 [shellenergy.co.uk/info/greenstar/terms](http://shellenergy.co.uk/info/greenstar/terms).

## 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;
  - i. it is not possible for us to fit a prepayment meter;
  - ii. 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.

## Emergencies

#### 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.

## Miscellaneous

### 28. Limitation of liability

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. 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. 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 [shellenergy.co.uk/services/how-we-handle-complaints](https://shellenergy.co.uk/services/how-we-handle-complaints) or write to us at: Shell Energy Retail Limited, PO Box 6363, Coventry CV3 9LR For full details of our complaints handling procedure. Our service level standards are available at our website [shellenergy.co.uk/services/customer-service/performance](https://shellenergy.co.uk/services/customer-service/performance).

### 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.

## Personal information

### 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 Shell Energy Retail Limited, PO Box 6363, Coventry CV3 9LR or email us at [dpo@shellenergy.co.uk](mailto:dpo@shellenergy.co.uk).

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 [shellenergy.co.uk/info/policies/privacy](https://shellenergy.co.uk/info/policies/privacy). 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](https://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 and 230 volts, plus 10% nor 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 [shellenergy.co.uk](http://shellenergy.co.uk) or write to us at: Shell Energy Retail Limited, PO Box 6363, Coventry CV3 9LR.

### 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, Shell Energy Retail will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Shell Energy Retail 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 Shell Energy Retail 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 Shell Energy Retail 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.