

## **STANDARD FEED IN TARIFF (FIT) STATEMENT OF TERMS for Green Energy (UK) plc**

These general statement of terms for the generation and export (where applicable) feed-in-tariff by Green Energy (UK) plc (the “Supplier”) and the Generator shall apply along with the Government Tariff Level Table, welcome letter and any MicroGeneration Purchase Schedule or other terms specific to each Generator.

### **1 Definitions**

1.1 “Address” means the address at which the Generator’s FIT Generation Installation is registered at;

“Authority” means Ofgem;

“Generator”, “Export Price” and “Export Term”; shall have the meaning agreed between the Supplier and the Generator when entering into an agreement for FIT and Export to which these Statement of Terms relate.

“Government Tariff Level Table” means the table displaying the Government set FIT Payments for FIT Generation Installations as published by the Government;

“Tariff lifetime” means as set out in the Government Tariff Level Table;

“Central FIT Registry” is the register maintained by The Authority containing details of all FIT Generation Installations;

“Electricity Distributor”: the licensed operator of the distribution system to which the Address is connected;

“FIT Generation Installation” has the meaning given to it in clause 2.2.1;

“MicroGeneration Purchase Schedule”; means a schedule to a Supply Contract relating to the purchase of Metered Output entered into between the Supplier and the Generator.

“ROO” means the Renewables Obligation Order 2009 and Renewables Obligation (Scotland) Order 2009 (and any amendments);

### **2 General/Eligibility**

2.1 By accepting this statement of terms, the Generator agrees that the information it has provided to the Supplier is complete and accurate and that the Generator is not in receipt of any grants from any authority relating to a FIT Generation Installation other than those permitted by the Authority.

2.2 In order to remain eligible for the FIT:

2.2.1 the Generator shall operate a:

(a) ROO-FIT Accredited installation; or

(b) MCS-certified solar photovoltaic with a capacity of 50kw or less; or

(c) MCS-certified wind with a capacity of 50kw or less; or

(d) MCS-certified hydro generating system with a capacity of 50kw or less; or

(e) MCS–certified micro combined heat and power with an electrical capacity of 2kw or

less,

(each a “FIT Generation Installation”)

2.3 The Generator shall be responsible for providing the Supplier with the information and evidence relating to the Generator and the FIT Generation Installation requested by the Supplier as soon as reasonably practicable, including:

2.3.1 any change to the FIT Generation Installation;

2.3.2 if the person to receive FIT Payments for the FIT Generation Installation changes; and

2.3.3 meter readings from the FIT Generation Meter, and if appropriate, the FIT Export Meter which relate to the FIT Generation Installation.

2.3.4 if a storage facility is installed at the same property for which the FIT installed is wired to provide electricity to.

### 3 FIT Payments

3.1 Subject to the other terms of this statement of terms, the Supplier will pay the Generator the FIT Payments set out in the Government Tariff Level Table on an annual basis as long as the FIT Generation Installation is within its Tariff lifetime as set out in the Government Tariff Level Table, the Generator continues to comply with these agreed statement of terms and the Generator provides the Supplier with meter readings according to the timetable requested by the Supplier;

3.2 FIT Payments will be calculated from the date which is the later of:

3.2.1 the date the FIT Generation Installation is Installed;

3.2.2 the date the FIT Generation Installation is Commissioned;

3.2.3 1 April 2010; or

3.2.4 the date the Supplier is registered as the FIT supplier for the FIT Generation Installation on the Central FIT Registry if it has switched to the Supplier from another supplier.

3.2.5 The Eligibility Date of the installation - The Eligibility Date (except for community energy installations and school installations) is defined as the later of: *The date, as applicable of receipt by Ofgem of a FIT Generators written request for ROO-FIT accreditation in a form acceptable to the Authority;* The date of receipt by a FIT Licensee of a FIT Generators written request for MCS-certified registration, accompanied by an MCS Certificate for the installation and any other supporting documents required; *The date on which the installation is Commissioned* or 1 April 2010

3.3 The Supplier will pay to the Generator FIT Payments in the next payment period after the date:

3.3.1 the FIT Generation Installation is entered onto the Central FIT Registry; or

3.3.2 the Generator agrees to these statement of terms, whichever is the later.

3.4 A generator who has a registered ROO installation and intends to participate in the FIT shall only be entitled to accrued payments for a maximum period of 6 months between the applicable dates in clause 3.2 and clause 3.3.

3.5 FIT Payments will be based on the Generation Meter Readings the Generator provides to the Supplier and the data from the Central FIT Registry applicable to the FIT Generation Installation.

3.6 The Supplier reserves the right to withhold FIT Payments if instructed to do so by the Authority.

3.7 If the Generator has more than one FIT Generation Installation which are not being measured separately and are the same type of FIT Generation Installation, the Supplier shall pro-rate the FIT Payments due to the Generator based on the maximum operating capacity of each FIT Generation Installation.

3.8 If there has been an error made by the Supplier, the Generator or the Authority which has resulted in the Generator receiving FIT Payments in excess of its entitlement, the Supplier may either:

3.8.1 reduce the Generators' next FIT Payment in order to recover the excess; or

3.8.2 choose that the Generator shall repay the excess to the Supplier within 30 days; or

3.8.3 withhold further FIT Payments as appropriate in order to recover the excess.

3.9 If there has been an error made by the Generator, the Supplier or the Authority which has resulted in the Generator receiving FIT Payments below its entitlement, the Supplier shall credit the next FIT Payment in order to reimburse the Generator.

3.10 The Supplier shall be entitled to reduce, recoup or withhold FIT Payments in the event that the Generator is involved in the abuse of the FIT scheme.

3.11 The Supplier shall be entitled to withhold FIT Payments in the event that the Generator does not take reasonable steps to allow for the Biennial Verification of meter readings.

3.12 If the FIT Generation Installation is not connected to the electricity grid, the Generator declares that it is its intention to use any and all electricity generated by the FIT Generation Installation and that it fully understands and acknowledges that any electricity generated but not so used will not be eligible for FIT Payments.

3.13 The Supplier may net any payments due to the Generator off any outstanding debts due from the Generator to the Supplier under any supply agreement between those parties.

#### **4 Export**

4.1 *This clause will only apply in the event that the Generator and Supplier have agreed that the Supplier shall make payments to the Generator based upon Export Volumes and have agreed an Export Price at which such payment shall be made and an Export Term for which such agreement shall continue.*

4.2 If the export capacity of the FIT Generation Installation is over 30kW or more, it must have an Export Meter. If the FIT Generation Installation has an Export Meter (whether the capacity is above 30kW or not), the Generator must give the Supplier meter readings from it according to the timetable requested by the Supplier and the volume exported (the "Export Volumes") shall be calculated from these meter readings. If the export capacity of the FIT Generation Installation is 30kW or below and it does not have an Export Meter, the Export Volumes will be based on deemed amounts for the following FIT Generation Installation:

4.2.1 50% of the Generation Meter reading for Solar PV, wind, micro-combined heat and power, anaerobic and digestion; and

4.2.2 75% of the Generation Meter reading for hydro.

4.3 The Supplier shall make Export Payments based on the Export Volumes gathered in accordance with clause 4.2 until the later of:

4.3.1 the Supplier receives notice from the Generator that it no longer wish to export from a date in the future and such notice is not cancelled before that date; or

4.3.2 this statement of terms is terminated.

4.4 The notice in sub-clause 4.3.1 shall not take effect if the date the Generator wish to cancel is:

4.4.1 on or before 1 April 2011; or

4.4.2 prior to the end of the Export Term.

#### **5 Meters**

5.1 The Generation and Export Meters (as applicable) must both comply with the terms of the following legislation (as amended):

5.1.1 Schedule 7 to the Electricity Act 1989;

5.1.2 The Meters (Approval of Pattern or Construction and Manner of Installation) Regulations 1998;

5.1.3 The Meters (Certification) Regulations 1998;

5.1.4 The Electricity (Approval of Pattern or Construction and Installation and Certification) (Amendment) Regulations 2002;

5.1.5 The Measuring Instruments (EC Requirements) (Electrical Energy Meters) Regulations 1995;

5.1.6 The Measuring Instruments (EC Requirements) (Electrical Energy Meters) (Amendment) Regulations 2002; and

5.1.7 The Measuring Instruments (Actie Electrical Energy Meters) Regulations 2006.

5.2 The Generator must ensure that its meter is in an accessible location (where possible), meets all current meter legislation and is protected, maintained in good working order and kept in safe condition. The Generator shall let the Supplier know immediately if the meter gets interfered with or damaged.

5.3 The Generator must allow the Supplier or any other person nominated by it, access to the meter, at all reasonable times and at any time in an emergency. This is so it can inspect, install, operate, calibrate, replace, maintain, test, repair, renew, remove and disconnect the Generation or Export Meter for any purpose under this statement of terms (including taking readings).

5.4 The Generator must allow the Supplier or any other person nominated by it, access to the generation and/or export meter such as that the Supplier is able to carry out the Biennial Verification of meter readings.

5.5 If the Supplier does not supply electricity the property for which the FiT installation is wired to provide electricity to, then the Generator must inform the Supplier if a Smart Meter is installed at the address.

#### **6 Switching from another FIT Supplier**

- 6.1 If the Supplier take over the supply of FIT payments from another supplier, the Generator:
- 6.1.1 authorises the Supplier to cancel any existing statements of terms or agreement(s) with the Generator's present FIT supplier on its behalf;
  - 6.1.2 allows the Supplier to ask for information about the Generator from its previous FIT supplier and disclose this information to relevant parties in order to carry out its responsibilities; and
  - 6.1.3 shall give the Supplier Generation and Export (where applicable) Meter Readings at the date in clause 3.2.
- 6.2 If the Generator inform the Supplier that it wishes to cancel this statement of terms and is to obtain the FIT from another FIT supplier, the Generator:
- 6.2.1 must give the Supplier at least 28 day's prior written notice;
  - 6.2.2 must give the Supplier meter readings in order for it to calculate any outstanding FIT Payments due; and
  - 6.2.3 authorises the Supplier to provide information about the Generator to its new FIT supplier; and to participate with the new FIT supplier to transfer the FIT supply to them.

## **7 Termination**

- 7.1 This statement of terms will be terminated (and the Generator will cease to be eligible for FIT Payments from the Supplier):
- 7.1.1 on the day requested, so long as at least 28 days' written notice has been provided, provided that:
    - (a) on the day of termination, either another supplier has started to provide FIT payments in respect of the FIT Generation Installation or the FIT Generation Installation has been disconnected; and
    - (b) the Generator has provided the Supplier with a Generation and Export (where appropriate) meter reading and if the Supplier agrees that no monies from any agreement between the Supplier and the Generator remain outstanding for longer than 28 days; or
  - 7.1.2 on the date the Generator is no longer the owner of the FIT Generation Installation, provided it has given the Supplier at least 10 workings days' prior written notice; or
  - 7.1.3 on the date the FIT Generation Installation is no longer registered with the Authority, provided the Generator give the Supplier at least 2 working days' prior written notice. Otherwise it will terminate on the first to occur of:
    - (a) the second working day after the Generator has given the Supplier written notice; or
    - (b) the date that FIT Payments are supplied to the Generator under a contract or a deemed contract with another supplier.
- 7.2 The Supplier may terminate this statement of terms (and the Generator will cease to be eligible for FIT Payments from the Supplier) automatically if:
- 7.2.1 the FIT Generation Installation's Tariff lifetime has expired;
  - 7.2.2 the Generator registers to benefit from the Renewable Obligations Order;
  - 7.2.3 the capacity of the FIT Generation Installation is greater than 5MW (or more than 2kW in the case of micro combined heat and power installation);
  - 7.2.4 the Generator has been involved in the abuse of the FIT; or
  - 7.2.5 the Authority informs the Supplier that the Generator has been suspended or removed from the Central FIT Registry.

## **8 Variation**

- 8.1 The Supplier can vary the statement of terms for the provision of FIT payments in this statement of terms on 30 days written notice to the Generator.
- 8.2 If the Generator changes its FIT Generation Installation for another FIT Generation Installation, the Supplier may terminate this agreement with effect from the date of such change and from that date treat the FIT Generator installation as a new application.

## **9 Transfer of Information/Charges**

9.1 The Generator agrees that the Supplier may transfer any outstanding amounts, credit and information in connection with its FIT Payments:

9.1.1 from a previous supplier to the Supplier;

9.1.2 by the Supplier to a subsequent supplier;

and the Supplier will be entitled to recover outstanding amounts.

9.2 The Generator agree that the Supplier may use the information provided by the Generator to the Supplier pursuant to this statement of terms for administration, reporting and auditing purposes by the Supplier and The Authority.

## **10 Complaints Procedure**

If The Generator is unhappy with the service it has received from the Supplier, it should contact the Supplier in the first instance to try and resolve any issue.

## **11 Assignment**

11.1 This statement of terms is personal to the Generator and the Generator may only transfer it to someone else with the written agreement of the Supplier.

11.2 The Supplier may, without the Generator's agreement, assign or transfer all or any part of its rights and subcontract any of its obligations under this statement of terms to a party who holds the necessary authorisation(s).

## **12 Enforcement of Rights**

12.1 The Supplier can enforce any rights and obligations under this statement of terms even if there is a delay in doing so.

12.2 If this statement of terms is found to be unenforceable in whole or in part by any court of law or other regulatory or competent body, this will not affect any other part of this statement of terms.

## **13 Limitation of Liability**

13.1 The parties shall not limit or exclude liability for death or personal injury caused by any negligent acts or omissions.

13.2 The Supplier will only be liable for loss or damage which is a reasonably foreseeable consequence of its breach of this statement of terms up to a maximum liability of £100,000 in any calendar year. Neither the Generator or the Supplier will be liable to the other for any loss or damage which is indirect, consequential, economic or financial including loss of profit, revenue, goodwill, business, contract or wasted expenses.

## **14 Notices**

Any notice, or other communication to be given by one party to the other party shall be in writing and addressed and sent to the recipient's address as shown in the Front Sheet by hand or first class prepaid post or facsimile transmission and will be deemed to have been received, in the case of delivery by hand, when delivered, in the case of first class prepaid post, on the second day following the day of posting and, in the case of facsimile on acknowledgement by the addressee's facsimile receiving equipment, unless such acknowledgement occurs after 1700 hours on any day, in which case receipt shall be deemed to have occurred at 0900 hours on the next business day following the day of acknowledgement. Either party may, by notice to the other party, change the address or facsimile number at which notices, accounts or other communications under the Contract are to be given to it.

## **15 Use of Personal Information**

15.1 Information provided by the Generator or held by the Supplier may be used by the Supplier, its employees and/or its agents, including companies within the Opus Energy group to help:

- 15.1.1 identify the Generator when it calls;
- 15.1.2 detection and prevention of crime, fraud or loss; and
- 15.1.3 administration of accounts, services and products.

15.2 Information can be shared between the Supplier and third parties (including The Authority) who provide and/or receive services in relation to this statement of terms in order to fulfil its obligations.

15.3 The Supplier may carry out fraud prevention checks with fraud prevention agencies who may retain a copy of the search.

15.4 The Supplier may monitor or record telephone calls, to help improve customer service, for security purposes, for administering the account and debt recovery purposes.

## **16 Governing Law**

The Contract shall in all respects be governed by and construed in accordance with the laws of England and subject to jurisdiction of England and Wales.

## **17 Emergencies and Safety - Electricity**

17.1 The Generator must tell its Electricity Distributor immediately if it is aware of any matter or incident that either:

- 17.1.1 causes danger or requires urgent attention regarding the supply or distribution of electricity; or
- 17.1.2 affects or is likely to affect the maintenance of the security, availability and quality of service of the electricity distribution network.

## **18 National Terms of Connection**

The Supplier is acting on behalf of the local Electricity Distributor to make an agreement with the Generator. The agreement is that the Generator and its Electricity Distributor both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that the Generator enter into this contract and it affects the legal rights of the Generator. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which the Electricity Distributor delivers electricity to, or accepts electricity from, the Generators premises.

For a copy of the NTC or for any questions about it, please write to: Energy Networks Association, 18 Stanhope Place, London, W2 2HH: phone 0207 706 5137, or see the website at [www.connectionterms.co.uk](http://www.connectionterms.co.uk).