

Feed-In-Tariff: Statement of Terms

This document sets out the general terms and conditions for the provision of Feed-in Tariff scheme participation through Green Energy (UK) Plc. These general terms and conditions along with Part A – Key Information constitute our Statement of FIT terms and shall apply along with the Government Tariff Level Table, and any MicroGeneration Purchase Schedule or other terms specific to each Generator.

Part B - Terms and Conditions

1. Definitions

“Address” means the address at which the Generator’s FIT Generation Installation is registered at;
“Authority” means Ofgem;
“Supplier” means Green Energy (UK) Plc in relation to these Statement of Terms;
“Generator” means the person identified as the owner of the FIT Generation Installation within the Central FIT Register;
“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;
“FIT Licensee” has the same meaning as “Supplier”;
“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 Register” 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 2.6;
“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. Obligations of the Generator

- 2.1. The Generator shall be responsible for providing all information, declarations and evidence relating to a FIT Generation Installation to the Supplier and the Authority.
- 2.2. The Generator shall be responsible for providing the Supplier with information and evidence relating to any changes which affect the FIT Generation Installation as soon as reasonably practicable including:
 - 2.2.1. any change to the FIT Generation Installation (including extensions or reductions);
 - 2.2.2. any change to the person to receive FIT payments for the FIT Generation Installation at the site presented on this document;
 - 2.2.3. the addition of battery storage on the same property this FIT Generation Installation applies to.
- 2.3. The Generator shall be responsible for providing the Supplier with meter readings from the FIT Generation Meter and, if appropriate, the FIT Export Meter which relate to the FIT Generation Installation according to the timetable requested to receive payment.
- 2.4. The Generator will take reasonable steps to allow the Supplier (or any other person nominated by it) to carry out a biennial verification of generation and/or export meter readings. Failure in complying with these requirements may result in FIT payments being withheld.
- 2.5. 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 of 6 months between the FIT Generation Installation being added to the Central FIT Register or the Generator agrees to these Statement of Terms, whichever is later.
- 2.6. To remain eligible for the FIT, The Generator shall operate a:
 - a) ROO-FIT Accredited installation; or
 - b) MCS-certified solar photovoltaic with a capacity of 50kW or less; or

Feed-In-Tariff: Statement of Terms

- 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.
- 2.7. The Generator should retain any information submitted or received under the FIT scheme for a period of at least one year. This information could include meter readings and FIT payments received.
- 2.8. By accepting this statement of terms, the Generator agrees that:
- 2.8.1. 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.
 - 2.8.2. it is not receiving the FIT payments from any other energy supplier in relation to this generation installation.
 - 2.8.3. it is not registered for, or claiming Renewable Obligation Certificates in relation to this FIT Generation Installation.

3. Obligations of the Supplier/FIT Licensee

- 3.1. If an alteration is made to the Central FIT Register, either by the Supplier or Authority to reflect any change in circumstances or error and is relevant to the Statement of Terms, the Supplier shall revise the Statement of Terms as required and an amended version be supplied to the FIT Generator.
- 3.2. It is the Suppliers responsibility to take due account of guidance issued by The Authority in reference to the content and form of Statement of Terms provided however, if desired, can agree terms more favourable to the FIT Generator.
- 3.3. When providing information to a Generator, it is the FIT Suppliers role to ensure it:
 - 3.3.1. is complete and accurate; and
 - 3.3.2. is capable of being understood by the Generator; and
 - 3.3.3. is not misleading to the Generator; and
 - 3.3.4. it is transparent, fair, appropriate and delivered in a professional manner in terms of content and presentation; and
 - 3.3.5. imperative information is highlighted or given appropriate prominence.
- 3.4. The Supplier shall notify Generators or Nominated Recipients to which it makes payments to as soon as reasonably practicable in the occurrence of an insolvency event.
- 3.5. All information provided by the Generator must be held, maintained and retained by the Supplier in accordance with the FIT Scheme and Data Protection Act 2018.
- 3.6. The Supplier shall not impose any obligations on the Generator which are in addition to or more onerous than those that are necessary to enable the Supplier to meet its obligations under the FIT scheme.
- 3.7. It is a duty of the Supplier not to discriminate against the FIT Generator and other parties to whom electricity is supplied by the FIT Supplier without objective justification in terms of changing relevant electricity supplier or the prices for supply.

4. Metering obligations

- 4.1. The Generation and Export Meters (as applicable) must both comply with the terms of the following legislation (as amended):
 - 4.1.1. Schedule 7 to the Electricity Act 1989;
 - 4.1.2. The Meters (Approval of Pattern or Construction and Manner of Installation) Regulations 1998;
 - 4.1.3. The Meters (Certification) Regulations 1998;
 - 4.1.4. The Electricity (Approval of Pattern or Construction and Installation and Certification) (Amendment) Regulations 2002;
 - 4.1.5. The Measuring Instruments (EC Requirements) (Electrical Energy Meters) Regulations 1995;
 - 4.1.6. The Measuring Instruments (EC Requirements) (Electrical Energy Meters) (Amendment) Regulations 2002; and
 - 4.1.7. The Measuring Instruments (Actie Electrical Energy Meters) Regulations 2006.

Feed-In-Tariff: Statement of Terms

- 4.2. To be eligible and to continue being eligible for FIT payments, the Generator must ensure that their Generation and/or Export meters are in an accessible location.
- 4.3. The Generator must ensure that their meter is protected and maintained in good working order and kept in a safe condition. It is the responsibility of the Generator to notify the Supplier if the meter gets replaced, is interfered with or damaged.
- 4.4. 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 these statement of terms (including taking readings).
- 4.5. If the FIT Licensee does not supply electricity to the property for which the FIT Generation Installation is wired to provide electricity to, then the Generator must inform the FIT Licensee if a Smart Meter is installed at the address.

5. FIT Payments

- 5.1. Subject to the other terms of these 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 this agreed statement of terms and the Generator provides the Supplier with meter readings according to the timetable requested by the Supplier;
- 5.2. FIT Payments will be calculated from the date which is the later of:
 - 5.2.1. the date the FIT Generation Installation is installed;
 - 5.2.2. the date the FIT Generation Installation is commissioned;
 - 5.2.3. 1 April 2010; or
 - 5.2.4. the date the Supplier is registered as the FIT supplier for the FIT Generation Installation on the Central FIT Register if it has switched to the Supplier from another supplier.
 - 5.2.5. 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 Supplier 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.
- 5.3. The Supplier will pay to the Generator FIT Payments in the next payment period after the date:
 - 5.3.1. the FIT Generation Installation is entered onto the Central FIT Register; or
 - 5.3.2. the Generator agrees to this Statement of Terms, whichever is later.
- 5.4. 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 clauses 5.2 and 5.3.
- 5.5. FIT Payments will be based on the Generation Meter Readings the Generator provides to the Supplier and the data from the Central FIT Register applicable to the FIT Generation Installation.
- 5.6. The Supplier reserves the right to withhold FIT Payments if instructed to do so by the Authority.
- 5.7. 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.
- 5.8. 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:
 - 5.8.1. reduce the Generators' next FIT Payment in order to recover the excess; or
 - 5.8.2. choose that the Generator shall repay the excess to the Supplier within 30 days; or
 - 5.8.3. withhold further FIT Payments as appropriate in order to recover the excess.

Feed-In-Tariff: Statement of Terms

- 5.9. 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 to reimburse the Generator.
- 5.10. The Supplier shall be entitled to reduce, recoup or withhold FIT Payments if the Generator is involved in the abuse of the FIT scheme.
- 5.11. The Supplier shall be entitled to withhold FIT Payments if the Generator does not take reasonable steps to allow for the Biennial Verification of meter readings.
- 5.12. 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.
- 5.13. 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.
- 5.14. Failure to adhere to these obligations and other obligations noted within these statement of terms, can result in delay, suspension and recoupment of FIT payments.

6. Export

- 6.1. *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.*
- 6.2. 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:
 - 6.2.1. 50% of the Generation Meter reading for Solar PV, wind, micro-combined heat and power, anaerobic and digestion; and
 - 6.2.2. 75% of the Generation Meter reading for hydro.
- 6.3. The Supplier shall make Export Payments based on the Export Volumes gathered in accordance with clause 6.2 until the later of:
 - 6.3.1. the Supplier receives notice from the Generator that it no longer wishes to export from a date in the future and such notice is not cancelled before that date; or
 - 6.3.2. this statement of terms is terminated.
- 6.4. The notice in sub-clause 6.3.1 shall not take effect if the date the Generator wish to cancel is:
 - 6.4.1. on or before 1 April 2011; or
 - 6.4.2. prior to the end of the Export Term.

7. Switching from/to another FIT Supplier

- 7.1. The Generator is free to switch to another FIT Supplier at any time, unless under a specific agreement. The same rates will apply across all FIT Suppliers.
- 7.2. If the Supplier takes over the supply of FIT payments from another Supplier, the Generator:
 - 7.2.1. authorises the Supplier to cancel any existing statements of terms or agreement(s) with the Generator's present FIT Supplier on the Generator's behalf;
 - 7.2.2. allows the Supplier to ask for information about the Generator from the Generator's previous FIT Supplier and disclose this information to relevant parties to carry out its responsibilities;
 - 7.2.3. shall give the Supplier Generation and Export (where applicable) Meter Readings at the date requested.

Feed-In-Tariff: Statement of Terms

- 7.3. If the Generator informs the Supplier that it wishes to cancel this statement of terms and is to obtain the FIT from another FIT Supplier, the Generator:
- 7.3.1. must give the Supplier at least 28 days prior written notice;
 - 7.3.2. must provide the Supplier meter readings for it to calculate any outstanding FIT Payments due; and
 - 7.3.3. authorise the Supplier to provide information about the Generator to the Generator's new FIT Supplier; and to participate with the new FIT Supplier to transfer the FIT supply to them.
- 7.4. It is the role of both the Generator and the Supplier to participate as required to facilitate the process of switching.

8. Transfer of Information/Charges

- 8.1. The Generator agrees that the Supplier may transfer or recover any outstanding amounts, credit and information in connection with its FIT Payments:
- 8.1.1. from a previous supplier to the Supplier;
 - 8.1.2. by the Supplier to a subsequent supplier;
- 8.2. The Generator agrees that information provided by the Generator to the Supplier may be shared with The Authority, or other such regulatory authority or government department and industry body pursuant to this statement of terms for the administration, reporting and auditing of the FIT Scheme.
- 8.3. 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). If they do so, the Generator's obligations or liabilities under this agreement will not be affected.
- 8.4. 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.

9. Variation

- 9.1. 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.
- 9.2. 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.

10. Termination

- 10.1. This statement of terms will be terminated (and the Generator will cease to be eligible for FIT Payments from the Supplier):
- 10.1.1. 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
 - 10.1.2. on the date the Generator is no longer the owner of the FIT Generation Installation, provided it has given the Supplier at least 10 working days' prior written notice; or
 - 10.1.3. on the date the FIT Generation Installation is no longer registered with the Authority, provided the Generator gives the Supplier at least 2 working days' prior written notice. Otherwise it will terminate on the first occurrence of:
 - a) the second working day after the Generator has given the Supplier written notice; or

Feed-In-Tariff: Statement of Terms

- b) the date that FIT Payments are supplied to the Generator under a contract or a deemed contract with another supplier.
- 10.2. The Supplier may terminate this Statement of Terms (and the Generator will cease to be eligible for FIT Payments from the Supplier) automatically if:
- 10.2.1. the FIT Generation Installation's Tariff lifetime has expired;
 - 10.2.2. the Generator registers to benefit from the Renewable Obligations Order;
 - 10.2.3. 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);
 - 10.2.4. the Generator has been involved in the abuse of the FIT; or
 - 10.2.5. the Authority informs the Supplier that the Generator has been suspended or removed from the Central FIT Register.

11. 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.

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. Use of Personal Information

- 14.1. 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:
 - 14.1.1. identify the Generator when it calls;
 - 14.1.2. detection and prevention of crime, fraud or loss; and
 - 14.1.3. administration of accounts, services and products.
- 14.2. 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.
- 14.3. The Supplier may carry out fraud prevention checks with fraud prevention agencies who may retain a copy of the search.

Feed-In-Tariff: Statement of Terms

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

14.5. All information retained by The Supplier will be maintained in accordance with The Data Protection Act 2018.

15. Complaints Procedure

15.1. 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 the issue. Direct contact can be made on 01920 486156 or email complaints@greenenergyuk.com.

15.2. The Supplier has the right to request supplementary information regarding the complaint from the Generator.

15.3. The Supplier will provide the Generator with a response to the complaint within 5 business days.

15.4. In an instance where the Generator is not satisfied with the outcome, the Generator can write to The Directors at Green Energy (UK) plc, Black Swan House, 23 Baldock Street, Ware, Herts, SG12 9DH.

15.5. If a mutually agreeable outcome has not been reached within 8 weeks of the complaint being lodged on the Supplier's Complaints Register, the Generator has the right to contact the Energy Supply Ombudsman PO Box 966, Warrington, WA4 9DF or phone 0330 440 1624.

15.6. The Supplier's Complaints Register will be available to Ofgem or the Energy Ombudsman on request.

15.7. Once a complaint is received by the Ombudsman, it will consider whether the Supplier had been provided with enough time to settle the complaint and will assess whether the complaint falls within the remit of the Ombudsman. If the case is the responsibility of the Ombudsman, it will investigate and make recommendations to the Supplier to rectify the situation.

15.8. The Supplier will have up to 28 days to action any recommendations by the Energy Ombudsman.

15.9. If a Generator's complaint is regarding information held in the Central FIT Register (CFR), the Generator should contact the Supplier in the first instance.

15.10. Only the owner of the renewable installation (The Generator) or those who have been assigned FIT payment rights (The Nominated Recipient) may raise a dispute.

15.11. For nominated recipients, the disputes process may be limited because of data protection issues. In those circumstances, the owner of the installation would be required to carry the dispute forward.

16. Governing Law

16.1. 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.

16.2. To the extent a FIT Generator falls into the definition of a Customer, Domestic Customer or Micro-Business Consumer under the Electricity Supply Licence, participation in the FIT Scheme and involvement in Small-scale Low-carbon generation shall have no effect on the rights and obligations resulting from that status under Sections A and B under the Electricity Supply Licence.

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

Feed-In-Tariff: Statement of Terms

Connection (NTC) and agree to keep to its conditions. This will happen from the time that the Generator enters 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.

Both the Supplier and the Generator have a duty to fulfil obligations under the FIT scheme expeditiously and efficiently.