

# Green Energy (UK) Limited

## High Tide Saver Demand Flexibility Service and Events



**These Terms and Conditions apply to the 100Green High Tide Saver demand flexibility service (the “Service”) and the High Tide Saver events (as defined below). By actively consenting to these Terms and Conditions during the Service enrolment and registration process and participating in the High Tide Saver events, as further explained below, this constitutes your agreement to follow and be bound by the following Terms and Conditions (including the 100Green Privacy Policy) and the Rules. If you do not accept these Terms and Conditions and the Rules in their entirety, you must not enrol in the Service or participate in the High Tide Saver events:**

- 1.** The Service and the High Tide Saver events will be run by Green Energy (UK) Limited, trading as 100Green, a company registered in England and Wales (company number 04194006) whose registered office is at Black Swan House, 23 Baldock Street, Ware, Hertfordshire, United Kingdom, SG12 9DH (“100Green”, “we”, “us”, “our”). The Service itself will be operated by National Grid ESO (being the designated electricity system operator for Great Britain).
- 2.** These Terms and Conditions, together with any specific rules set out in any communications relating to the Service, are the Service rules (“Rules”) and apply to this Service (including the High Tide Saver events). By actively consenting to these Terms and Conditions during the Service enrolment and registration process, you are agreeing to be bound by these Rules, the 100Green Privacy Policy and any other applicable instructions.
- 3.** In the event of any dispute regarding any aspect of the Service (including the High Tide Saver events), the decision of 100Green shall be final and no correspondence will be entered into.
- 4.** These Terms and Conditions are separate to the terms and conditions for the supply of gas and electricity that you will have with 100Green and will not affect your rights and obligations under those terms and conditions.

### **Service Participation**

- 5.** There is no entry fee and no purchase necessary to enter this Service or the High Tide Saver events. Entrants must be 18 or over. Only residents of Great Britain (excluding Northern Ireland) are eligible to sign up to 100Green and take part in the Service and the High Tide Saver events.
- 6.** To be eligible for the Service and the High Tide Saver events, you must:
  - a.** at all times comply with these Terms & Conditions and any other specific rules set out in any communications relating to the Service and High Tide Saver events;
  - b.** at all times be a current domestic or commercial electricity customer of 100Green;
  - c.** at all times have a working SMETS1 or SMETS2 electricity smart meter which has actively been sending us half-hourly readings for the last 30 days and is not involved in providing any other balancing related service to National Grid ESO (“Qualifying Meter”);

- d.** have at least a full day's worth of half-hourly readings;
  - e.** register for the Service and opt-in to each High Tide Saver event that you wish to participate in; and
  - f.** at all times have consented to, and not removed your consent to, giving us half-hourly electricity reads and to us sharing this data with National Grid ESO and our data processing partners involved in providing the Service including Solo Energy Ltd and its affiliate company, N3rgy Data Limited (as further described below and in our Privacy Policy).
- 7.** You confirm that by registering for the Services and opting-in to each High Tide Saver event and actively consenting to these Terms and Conditions during the Service enrolment and registration process that:
- a.** you are not participating in the delivery of balancing services or any similar service for National Grid ESO or any distribution network operator (DNO) being a relevant licenced energy distribution network operator within the UK;
  - b.** you are not contracted with any other party to benefit from the ESO Demand Flexibility Service developed by National Grid ESO, details of which are available at: <https://www.nationalgrideso.com/industry-information/balancing-services/demand-flexibility>
  - c.** you have a Qualifying Meter (as defined above) and an eligible Meter Point Administration Number (MPAN) that is half hourly metered and which is not participating in the delivery of balancing services or any similar service for National Grid ESO or any distribution network operator (DNO) being a relevant licenced energy distribution network operator within the UK;
  - d.** you will not breach the terms of any agreement you have with an energy supplier licensed to supply electricity under section 6 of the Electricity Act 1986; and
  - e.** you are not breaching and will not breach the terms of any connection agreement you hold with National Grid ESO or any other distribution network operator (DNO) being a relevant licenced energy distribution network operator within the UK.
- 8.** The Service period will start at 00:01 on Monday 30th October 2023 and will end at 23:59 on 31st March 2024 unless otherwise notified in writing by us.
- 9.** We anticipate there will be at least 12 “turn down” electricity consumption windows (“High Tide Saver events”) throughout the Service period. Customers will be able to decide which High Tide Saver events they participate in. Prior to each High Tide Saver event, we will send you (or our data processing partner involved in providing the Service, Solo Energy Ltd, will send you on our behalf) an email notification of the relevant High Tide Saver event that you can participate in. You will be separately informed by us of the available payment per kWh of electricity turn down (the “Incentive”). The Incentive is not fixed and may be different for each High Tide Saver event.
- 10.** To be eligible for Incentive payments, you must opt-in to the High Tide Saver event before it begins and reduce your electricity import and consumption as measured by your electricity smart meter during any of the half-hours of the High Tide Saver event window. This will be compared against your average, historic “Baseline” electricity

consumption during the same time period (as further explained in clause 12 below) to work out the amount of electricity units you have saved and the Incentive payable.

- 11.** You will be paid the Incentive for each half-hour of the High Tide Saver event that you reduce your electricity consumption as compared to your “Baseline” consumption for the same time period. We will credit your account within two weeks of the completion of each High Tide Saver event.
- 12.** We will calculate your “Baseline” using the BSC P376 ‘Utilising a Baseline Methodology to set Physical Notifications’. This methodology looks at up to 10 days of your recent electricity smart meter history, excluding days where a High Tide Saver event has taken place, to calculate your average electricity consumption.
- 13.** In the event that we are unable to pull your meter readings to calculate your electricity usage and consumption from any of the High Tide Saver events that you have opted-in to, we will calculate it using an average across all Service participants.
- 14.** If at any point throughout the Service you are no longer eligible under clause 6 of these Terms and Conditions, we reserve the right to remove you from the Service and all High Tide Saver events that you have opted-in to.
- 15.** If your electricity smart meter becomes disconnected or you move house, we reserve the right to remove you from the Service and all High Tide Saver events that you have opted-in to.
- 16.** By enrolling and registering for the Service, you warrant that all information submitted by you is true, current, accurate and complete. If any information you submit is found to be fraudulent or incorrect or if 100Green has reasonable grounds to believe that you have breached any of the Rules and/or these Terms and Conditions, 100Green reserves the right to disqualify and remove you from the Service and all High Tide Saver events that you have opted-in to.
- 17.** Customers on electricity export tariffs will be credited on their reduction in import and not export, in line with National Grid ESO Demand Flexibility Service specifications.
- 18.** 100Green will not be liable to reimburse you for any expenses incurred in connection with your Service enrolment and registration and your participation in any High Tide Saver events.
- 19.** If at any point you wish to de-register from the Service or “opt-out” of any High Tide Saver events, please email [hello@100green.com](mailto:hello@100green.com) and we will remove you. If you de-register from the Service, you will automatically be opted-out of all High Tide Saver events that you have decided to participate in. Please note that if you decide to de-register and opt-out, it could take up to 24 hours to process the update through all relevant systems. 100Green’s Privacy Policy sets out how your personal data will be handled if you opt-out and withdraw from the Service or any High Tide Saver event.

## **Data Protection and Privacy Policy**

**20.** 100Green’s Privacy Policy forms an integral part of these Terms and Conditions and shall apply to any personal data collected by and submitted to 100Green in connection

with the Service and all High Tide Saver events. It can be found on our website at <https://www.greenenergyuk.com/policies#privacy-policy>.

**21.** For those eligible customers that have enrolled and registered for the Service, 100Green will share those customers' Meter Point Administration Numbers (MPAN) with National Grid ESO, Solo Energy Ltd (a registered service provider for the demand flexibility service with National Grid ESO and a data processor partner and aggregation partner of 100Green for the purposes of the Services) and N3rgy Data Limited, an affiliate company of Solo Energy Ltd, who will be assisting in the provision of the Services. This is in order to, amongst other things, register customers in the Service and allocate Incentive payments to individual eligible customers. 100Green will also provide National Grid ESO, Solo Energy Ltd (and any of our other data processing partners) and N3rgy Data Limited with the unique BMU ID allocated to a customer's MPAN, all customer smart meter data including supply, consumption and usage of energy at customer properties, customer half hourly electricity consumption data, baseline and reduction data, summed across all customers for the purposes of delivering the Service and any other information which is necessary for the provision of the Services such as customer name, email address, energy supply account details, related cost information, unique and customised web-links used during the customer registration journey (which, for example, embed a customer's MPAN and start date of a customer's energy supply account with 100 Green in respect of that MPAN), the last four digits of a customer's In-Home Display's GUID to validate they are an occupant of the property, the time at which customers opt-in to each High Tide Saver event and the results of a customer's participation in each High Tide Saver event it has opted in to. In rare cases, National Grid ESO, Solo Energy Ltd (and any of our other data processing partners) and N3rgy Data Limited may request detailed half hourly data around the events to audit performance and payment, which may include consumption data on an individual customer basis.

**22.** By actively consenting to these Terms and Conditions during the Service enrolment and registration process, you agree and consent to your information being used as described in clause 21 above and in accordance with these Terms and Conditions and to us and/or Solo Energy Ltd (on our behalf) contacting you via email about the High Tide Saver events you are able to participate in and your associated results. You have the right to withdraw your consent at any time by contacting us at [hello@100green.com](mailto:hello@100green.com). If you withdraw your consent, you will automatically be removed from the Service and all High Tide Saver events that you have opted-in to.

**23.** 100Green in its sole discretion reserves the right to withdraw or vary the Rules, these Terms and Conditions and/or any offer or High Tide Saver event(s) made in connection with them in order to comply with the decision of any relevant court or governmental, regulatory or administrative body or authority and shall not be held liable to you for doing so.