

## 1. How this Agreement works

- 1.1 This **Agreement** (including your **FiT Plan** and any appendices) is between you and us. It's important for you to read it carefully so you understand exactly how it works.
- 1.2 If these **Terms and Conditions** ever contradict your **FiT Plan**, these Terms and Conditions will take priority.
- 1.3 The **Agreement** will start from the date we get your signed and dated **FiT Plan**.
- 1.4 You'll need to confirm a few statements as part of this **Agreement**. (See Appendix 1 near the end of this document.) You qualify for **FiT Payments** only as long as these things are true. So if something changes in future to make these statements untrue, you'll need to let us know straight away.
- 1.5 In Appendix 2, you can see all the promises we make to you as part of this **Agreement**. This explains all the things we will and won't do as your **FiT Licensee**.

## 2. Your involvement in the Feed-in Tariff (FiT) scheme

- 2.1 We'll accept applications only for **Generation Unit(s)** where we (or a non-mandatory **FiT Licensee**) supply electricity, or a **Generation Unit(s)** that's not connected to the **Electricity Network**.
- 2.2 We won't pay you any **FiT Payments** until you've accepted this **Agreement**, satisfied the eligibility criteria set out in Clause 3 and confirmed that everything in Appendix 1 is true.
- 2.3 This **Agreement** is entirely separate from any other supply contract for gas and electricity you may hold with us. It has no effect on the rights and obligations under those contracts.
- 2.4 This **Agreement** relates solely to the **Generation Unit(s)** specified in your **FiT Plan**.
- 2.5 Any **FiT Payment** you get under this **Agreement** is based on rates the **Authority** sets and publishes. These rates may change at any time.
- 2.6 The UK Government runs the FiT scheme, so if the Government changes a policy, the terms of this **Agreement** may change too. We'll try to let you know in writing before any change. If this isn't possible, we'll let you know as soon after the change as we can.

## 3. Qualifying for the FiT scheme

- 3.1 Your **Generation Unit(s)** may qualify for the FiT scheme with us if all of these things are true:
  - 3.1.1 Your **Generation Unit(s)** has a total installed capacity of no more than 5MW for solar photovoltaic, wind, hydro or anaerobic digestion and no more than 2kW for CHP.
  - 3.1.2 Your **Generation Unit(s)** has the necessary **Accreditation**.
  - 3.1.3 A **Qualified Person** has installed and **Commissioned** your **Generation Unit(s)**.

- 3.1.4 A **Generation Meter(s)** measures the electricity your **Generation Unit(s)** generate.
- 3.1.5 You haven't registered your **Generation Unit(s)** to get **Generation Payments** from any other **FiT Licensee**.
- 3.1.6 You haven't registered your **Generation Unit(s)** for the Renewable Obligation Certification Scheme (ROCs).
- 3.1.7 You've given us a written request for MCS-certified registration, along with a valid **MCS Certificate** for the **Generation Unit(s)**, or you've given us details of your ROO-FiT **Accreditation** number from the **Authority**.
- 3.2 You haven't had any grants (which can include, but aren't limited to, funds from: UK Government departments, local and regional councils, European Governments, The National Lottery or organisations distributing money on behalf of the Government or EU, such as Energy Saving Trust) to purchase or install the **Generation Unit(s)**, unless:
  - 3.2.1 you've given us evidence that you've repaid the grant in full, or
  - 3.2.2 the **Authority** classes the grant as exempt.
- 3.3 To find out more about the documents we need to support your application, visit <https://www.eonenergy.com/for-your-home/products-and-services/feed-in-tariffs> or call us on 0345 301 4884.
- 3.4 You understand you can't get **FiT Export Payments** or **Deemed Export Payments** if your **Generation Unit(s)** isn't connected to the **Electricity Network**.
- 3.5 If you're getting a grant and you want to claim **FiT Payments** under the 'de minimis commission' regulation using a **Generation Unit(s)** that isn't connected to the **Electricity Network** – you confirm you're not using your **Generation Unit(s)** to make money or selling any of the electricity it generates.
- 3.6 If your **Generation Unit(s)** is on a site you don't own, you'll need to:
  - 3.6.1 give us evidence to show you have a legitimate right to claim **FiT Payments**
  - 3.6.2 give us proof that the site owner agrees to share their contact details with us and that the site owner agrees to give us (or our representatives) safe and reasonable access to your **Generation Meter(s)** on request.

## 4. Eligibility date and period

- 4.1 For **Generation Unit(s)** with an MCS Certificate issued pre 15 January 2016 your **Eligibility Date** will be whichever of these dates is later:
  - 4.1.1 the date the **Authority** accepted the written request for ROO-FiT **Accreditation**
  - 4.1.2 the date we received your written request for MCS-certified registration, along with a valid **MCS Certificate** for your **Generation Unit(s)**
  - 4.1.3 the date a **Qualified Person** commissioned your **Generation Unit(s)**

- 4.1.4 the launch of the FiT scheme (1 April 2010).
- 4.1.5 if we do not receive a written request by 31 March 2016 you will not be eligible for **FiT Payments**
- 4.2 For **Generation Unit(s)** with an MCS Certificate issued on or after the 15 January 2016 your **Eligibility Date** will be whichever of these dates is later:
- 4.2.1 the date the **Authority** received your written request for ROO-FiT **Accreditation** and is accepted
- 4.2.2 the date we received your written request for MCS-certified registration, along with a valid **MCS Certificate** for the **Generation Unit(s)** or the **Tariff Date** as shown in your **FiT Plan**.
- 4.3 Each **Generation Unit(s)** qualifies for the FiT scheme only for the period set out in your **FiT Plan**.
- 4.4 You must give us a **Meter Reading** on your **Eligibility Date** to get **FiT Payments** for your entire eligibility period (as explained in your **FiT Plan**). If you don't give us a **Meter Reading** on your **Eligibility Date**, we'll delay your **FiT Payments** and start them only after you've given us a **Valid Meter Reading**.
- 4.5 If you qualify for **FiT Payments** before the start of this **Agreement** and you weren't registered to get **FiT Payments** from someone else for that period, we'll treat that period as part of this **Agreement**.
- ## 5. Meter Readings
- 5.1 You must have a **Generation Meter(s)** or **Export Meter(s)** (or both) that's positioned somewhere safe and easily accessible.
- 5.2 You must take **Meter Readings** from your meters and send them to us using the contact details in your **FiT Plan**. You must give us your **Meter Readings** within your **Reading Window** and then every quarter in future. It's your responsibility to take correct **Meter Readings**.
- 5.3 If your **Generation Tariff** or **Export Tariff** changes at any time, you should take a **Meter Reading** on the same date. You should then give us the **Meter Reading** in your next **Reading Window**, together with your normal quarterly **Meter Reading**. If you don't do this, we'll estimate the **Meter Reading** for the date the change happened. Tariff rates can change at any time, so you should regularly review the **Authority's** website to understand if any changes affect you.
- 5.4 If you don't give us a **Valid Meter Reading** as required, we won't pay your **FiT Payment** for that quarter – we'll carry it over until the next quarter for which you give us a **Valid Meter Reading**.
- 5.5 Anaerobic digestion sites that are eligible after 1st May 2017, follow the guidance in Ofgem's policy of Guidance on sustainability criteria and feedstock restrictions.
- ## 6. FiT Payments
- 6.1 We'll give you **FiT Payments** quarterly, but only if you give us a **Valid Meter Reading** within the **Reading Window**. We'll do everything we can to pay you within ten **Working Days** after we get your **Valid Meter Reading**.
- 6.2 Your **Generation Tariffs** or **Export Tariffs** are **RPI-linked** and the Secretary of State may change them annually. The Secretary of State could change the **Generation Tariff** or **Export Tariff** at any point. If this happens, you'll see these changes reflected in your next payment statement after the tariff change.
- 6.3 If the **Authority** tells us you've been suspended or removed from the **Central FiT Register**, we'll stop your **FiT Payments**. We'll only continue paying you once the **Authority**, after lifting your suspension, tells us to.
- 6.4 We reserve the right to reduce, withhold or recover **FiT Payments** if it has been identified that you, we or the **Authority** have made an error in relation to the FiT scheme, **FiT Payments** made or if the **Authority** has identified an abuse of the scheme.
- 6.5 We reserve the right to reduce, withhold or recover **FiT payments** without instruction from Ofgem. If you are in debt with us, on your FiT account and wish to change your FiT licensee, you must pay back the outstanding balance in full before we can process the switch.
- 6.6 If we overpay you we can recoup the outstanding balance through your future **FiT payments**; you are obligated to provide quarterly readings to enable us to calculate how much of the debt balance has been paid. Your payments will restart once the debt balance has been paid. If we do not receive regular readings, we may visit your property to take a reading.
- 6.7 If you have additional ineligible capacity running through your existing fit meter, your generation payments will be adjusted based on the capacity of all installations on site.
- 6.8 If you have additional ineligible capacity and are being paid to actual export readings, your export payments may be adjusted based on the capacity of all installations on site.
- 6.9 For details about the **VAT** treatment of **FiT payments**, please see Clause 10.
- ## 7. Export Meters (Half Hourly)
- This Clause will only apply if your **Generation Unit(s)** is connected to the **Electricity Network** and we are able to measure the amount of electricity exported through a half hourly meter. If you do have a half hourly **Export Meter(s)** installed, you must inform us immediately.
- 7.1 If you want to get **Export Payments**, you must have an **Export Meter(s)** fitted.
- 7.2 On the **Anniversary Date** of your **Eligibility Date**:
- 7.2.1 if you're getting **Export Payments** from us you can:
- 7.2.1.1 opt out of getting **Export Payments** from us (you may then have the option to take **Export Payments** from another supplier under a **PPA** agreement).
- 7.2.2 If you're not getting **Export Payments** from us you may:
- 7.2.2.1 opt in to get **Export Payments** from us.
- 7.3 Following your first Anniversary Date, you can opt in or opt out of getting **Export Payments** from us at any time, but no more than once in a 12-month period.
- 7.4 If your export status changes, no payment will be made until a new **FiT plan** is submitted.

- 7.5 If there are multiple installations on the same **MPAN**, all installations must be opted in/ opted out together.
- 7.6 If you opt out of getting **Export Payments** from us, we'll stop them, effective from the date you requested it, as long as it doesn't mean we have to backdate. To make sure we pay you the right amount, you'll need to give us a **Valid Meter Reading**. We'll contact you before this date to ask about your needs for the following year. We'll make **Export Payments** only when you've sent us a **Valid Meter Reading** within your **Reading Window**.
- 7.7 You are responsible for maintaining contracts with the relevant third parties.
- 7.8 You may be liable for any costs passed onto us by the third parties, and these will be recouped from future payments.

## 8. Export Meters (private meters/ smart meters capable of recording export)

This Clause will only apply if your **Generation Unit(s)** is connected to the **Electricity Network** and if you have a private/smart meter capable of measuring the amount of electricity exported. If you do have a **Meter(s)** installed which is capable of recording export, you must inform us immediately.

- 8.1 If you want to get **Export Payments**, you must have an **Export Meter(s)** fitted.
- 8.2 If you have an export meter fitted, you must take a reading from your generation meter on the day it is installed so we can accurately calculate your payments.
- 8.3 On the **Anniversary Date** of your **Eligibility Date**:
  - 8.3.1 if you're getting **Export Payments** from us you can:
    - 8.3.1.1 opt out of getting **Export Payments** from us (you may then have the option to take **Export Payments** from another supplier under a **PPA** agreement).
  - 8.3.2 If you're not getting **Export Payments** from us you may:
    - 8.3.2.1 opt in to get **Export Payments** from us.
- 8.4 Following your first **Anniversary Date**, you can opt in or opt out of getting **Export Payments** from us at any time, but no more than once in a 12-month period.
- 8.5 If there are multiple installations on the same **MPAN**, all installations must be opted in/ opted out together.
- 8.6 If you opt out of getting **Export Payments** from us, we'll stop them, effective from the date you requested it, as long as it doesn't mean we have to backdate. To make sure we pay you the right amount, you'll need to give us a **Valid Meter Reading**. We'll make **Export Payments** only when you've sent us a **Valid Meter Reading** within your **Reading Window**.

## 9. Deemed exports

This Clause will apply only if it is not possible or practical to measure the amount of electricity your **Generation Unit(s)** is exporting to the **Electricity Network** and you tell us you want to be paid for exporting electricity to the **Electricity Network**.

- 9.1 You can get **Deemed Export Payments** if all three of these things are true – your **Generation Unit(s)**:
  - 9.1.1 doesn't have an **Export Meter(s)** or it is not possible or practical to measure the amount of electricity being exported to the **Electricity Network**
  - 9.1.2 is connected to the **Electricity Network**
  - 9.1.3 has an installed capacity of 30kW or below.
- 9.2 We calculate **Deemed Export Payments** by a percentage, which the Secretary of State determines and publishes no less than a month before the beginning of each **FIT** year (1st April). The Secretary of State may change these percentages at any time. Any changes will take effect in your next payment statement.
- 9.3 We'll make **Deemed Export Payments** only when you've given us a **Valid Meter Reading** from your **Generation Meter(s)** within your **Reading Window**. Without these **Meter Readings** we can't determine what volume of **Deemed Export** you qualify to get **FIT Payments** for.
- 9.4 Failure to take the generation read on the date of the export meter being installed will result in loss of export payments from your last read.

## 10. VAT

- 10.1 **Generation Payments** we give you are outside the scope of **VAT**.
- 10.2 If you're not **VAT** registered, all **Export Payments** and **Deemed Export Payments** will be exclusive of **VAT**. Sub clauses 10.3-10.6 do not apply.
- 10.3 If you're registered for **VAT**, you agree to sign a self-billing agreement form that lets us (if we agree to) produce self-billed invoices for your **Export Payments** or **Deemed Export Payments**. This means you agree not to issue any **VAT** or other invoices for **Export Payments** or **Deemed Export Payments** due under the **FIT** scheme.
- 10.4 You must give us your **VAT** registration number and agree to tell us immediately if your **VAT** number changes or if you stop being **VAT** registered.
- 10.5 You agree to tell us immediately if you transfer your business as a going concern – in whole or in part.
- 10.6 When you accept self-billing, we'll calculate the **VAT** and give you a compliant self-billing invoice, which you'll need to complete your **VAT** return. You're then responsible for declaring and paying the **VAT** shown on the self-billing invoice to HMRC on the due dates. We won't be held responsible for you not declaring the **VAT** shown on the self-billed invoice as your output tax at the correct time.

## 11. Metering

- 11.1 If we think your **Generation Meter(s)** is faulty, we might test it. We might withhold your **FIT Payments** until the test is completed. If the test confirms your meter isn't working properly you must arrange for the meter to be replaced as soon as reasonably possible. You won't qualify for any more **FIT Payments** until this is done. It's your responsibility to

arrange and pay for any replacement **Generation Meter(s)**, as well as any costs for installing it.

- 11.2 If your **Generation Meter(s)** or **Export Meter(s)** is broken or the screen isn't readable, you must tell us immediately. You'll qualify for **FiT Payments** only up until the last actual known **Meter Reading**. You're responsible for getting the **Generation Meter(s)** replaced as soon as reasonably possible. You won't qualify for any more **FiT Payments** until this is done. It's your responsibility to arrange and pay for any replacement **Generation Meter(s)**, as well as any costs for installing it.
- 11.3 If your **Generation Meter(s)** or **Export Meter(s)** can record **Meter Readings** automatically, you may qualify for **FiT Payments** based on these **Meter Readings**. This is at our discretion and you're still responsible for arranging for the **Generation Meter(s)** to be replaced (if it's broken) as soon as reasonably possible. You may not qualify for any more **FiT Payments** until you've done this. It's your responsibility to arrange and pay for any replacement **Generation Meter(s)**, as well as any costs for installing it. If an energy supplier has fitted the **Export Meter(s)**, your current energy supplier may be responsible for those costs. If you've fitted the **Export Meter(s)**, or arranged for an installer to fit it, you'll be responsible for all the associated costs.

## 12. Automatic Meter Reading (AMR)

- 12.1 Your **Generation Meter(s)** and/or **Export Meter(s)** will be classed as non-AMR unless we say otherwise (based on Clause 12.3 below).
- 12.2 If your meter is an **Export Meter(s)** registered pursuant to the **BSC**, we'll automatically class it as **AMR** compliant.
- 12.3 If you think your **Generation Meter(s)** and/or **Export Meter(s)** has **AMR** capability and you want us to class it as **AMR**, tell us as soon as possible.
- 12.4 For your **Generation Meter(s)** or **Export Meter(s)** to be classed as **AMR**, we must be satisfied that it meets the **Authority's** requirements. To help us to do this, you must give us all reasonable information we ask for.
- 12.5 If you don't give us the information we need in a reasonable time, we'll class your **Generation Meter(s)** and/or **Export Meter(s)** as non-AMR.

## 13. Your Key Obligations

- 13.1 You must ensure that we (or our representatives) have safe and reasonable access to your **Generation Meter(s)** or **Export Meter(s)** on request for inspection, testing, maintenance and replacement. If we are unable to gain safe and reasonable access to your **Site**, we may stop your **FiT Payments**.
- 13.2 If a new **FiT plan** is produced, following an update by yourself in regards to the **FiT installation**, this must be signed and returned before payments will recommence on the account.
- 13.3 We need to verify your **Meter Readings** at least once every two years
- 13.4 If your **Generation Meter(s)** and/or **Export Meter(s)** is non-AMR we'll physically check it at least once every two years to verify the **Meter Readings**.

- 13.5 If your **Generation Meter(s)** or **Export Meter(s)** is **AMR** capable, we'll do one of these things at least every two years to verify the **Meter Readings**:

13.5.1 Method 1: Physically read your **Generation Meter(s)** and/or **Export Meter(s)**

13.5.2 Method 2; Use historical data to verify the **Meter Readings** you give us

13.5.3 Method 3: Audit your system

- 13.6 These methods for both **AMR** and non-AMR are instructed by the **Authority** and are subject to change, in the event of such a change we will notify you.
- 13.7 If you have 25 **Generation Unit(s)** or more which are **AMR** capable we'll physically check 5% of the total number of **Generation Meter(s)** or **Export Meter(s)** readings (that we'd otherwise use Method 2 or Method 3 for).
- 13.8 If you have 24 **Generation Unit(s)** or less which are **AMR** capable we might physically read your **Generation Meter(s)** or **Export Meter(s)** (that we would've otherwise used Method 2 or Method 3 for). This is based on the **Authority's** sampling rules.
- 13.9 You must keep all documentation that relates to the **FiT** scheme for a minimum of one year – even if you leave the **FiT** scheme, switch **FiT Licensee** or transfer your **Generation Unit(s)** to another person. This includes details of all **Meter Readings** and all **FiT Payments** you've had.
- 13.10 If we find any of the information you've given us is incorrect or we can't inspect your **Generation Meter(s)** or **Export Meter(s)**, we may tell the **Authority**, who will take any appropriate action. In this event, we may stop, adjust or recover your **FiT Payments** accordingly.
- 13.11 You must tell us if you become the owner or **Nominated Recipient** or are a **Connected Person** of 25 or more **Generation Unit(s)**.
- 13.12 You must tell us immediately if you have an **Export Meter(s)** installed.
- 13.13 You must tell us immediately if you install a battery or storage device to collect and store the electricity your **Generation Unit(s)** generates. We'll then ask you to give us more information, which you must give us within ten **Working Days**. We'll then determine whether or not the battery or storage device is compliant with **FiT** scheme rules and acceptable to the **Authority**. If the battery or storage device doesn't comply, for any period, with **FiT Scheme Rules**, you may not qualify to get **FiT Payments** until it's rectified.

## 14. Changes of Ownership, Assignment of Rights and Nominated Recipients

- 14.1 We'll make **FiT Payments** only to the person named on the **Central FiT Register** as the **Generator** unless you've given us a **Nominated Recipient**.
- 14.2 If you're planning to transfer ownership of your **Generation Unit(s)** or make a change to the **Nominated Recipient**, you must contact us to ask for a **Transfer Form**. When you've completed, signed, dated and returned the form to us, along with the requested documentation, we'll arrange for the **Authority** to update the **Central FiT Register**. We'll then write to you and the new **Generation Unit(s)** owner

to confirm the **Authority** has changed it. You must tell us as soon as reasonably possible before the planned change of ownership and give the relevant **Meter Readings** on the date of the change. We'll continue making **FIT Payments** to the person (or their **Nominated Recipient**) as named on the **Central FIT Register**.

14.3 If you want us to pay your **Nominated Recipient** you'll still be responsible for the **Generation Unit(s)** and responsible to the obligations under this **Agreement**. It's your responsibility to give us **Valid Meter Readings**, as per Clause 5, for the **Nominated Recipient** to get regular **FIT Payments**.

14.4 If you've taken over ownership of a **Generation Unit(s)** that's already registered on the **Central FIT Register**, you'll get **FIT Payments** only for the time it qualifies. Before we can make any **FIT Payments**, you must agree to the Terms and Conditions of this **Agreement**, and then sign and date your **FIT Plan**.

## 15. Switching FIT Licensee

15.1 You can arrange to switch **FIT Licensees** at any time, as long as it doesn't require us to act retrospectively and you qualify for the scheme (and for your new **FIT Licensee's** scheme). It's your responsibility to make sure you meet all the requirements your new **FIT Licensee** sets out.

15.2 Once you tell us you want to switch, we'll take all reasonable steps to agree your **Switch Date** and get **Generation Meter(s) Readings** and/or **Export Meter(s) Readings** as of that **Switch Date**. If you're leaving us we'll make your **FIT Payments** up to the agreed **Switch Date**.

15.3 If you have more than one **Generation Unit(s)** sharing the same meter, you'll need to switch all the **Generation Unit(s)** at the same time to the same **FIT Licensee**.

15.4 If you're leaving us, your new **FIT Licensee** will be responsible for paying you from your agreed **Switch Date**.

15.5 If there's just cause for us not to consent to the switch we may reject it. We'll tell you if this is the case and work with you to sort out any issues where possible.

## 16. Changes to your Generation Unit(s) including Decommissioning

16.1 You must tell us if you make any changes to your existing **Generation Unit(s)**, including but not limited to extensions **Commissioned** before the 15 January 2016 or reductions in your installation – as this could disqualify you from the FIT scheme. If we discover a change you didn't tell us about, (including but not limited to meter exchanges, extensions, or reductions) we may inform the **Authority**, who will take any appropriate action. If this happens, we may withhold, adjust and/or recover your **FIT Payments**.

16.2 You must tell us if you have an extension **Commissioned** post 15 January 2016 as you will not be eligible for **FIT Payments**.

16.3 If you change your **Generation Unit(s)** and it affects your **Generation Tariff** and/or **Export Tariff** then the change will take effect from the date the change happened. We'll update the **Central FIT Register** and send you a new **FIT Plan**.

16.4 If you've Decommissioned your **Generation Unit(s)** you must give us:

16.4.1 written confirmation that the **Generation Unit(s)** has been fully decommissioned and will not be re-commissioned as a new **FIT installation**.

## 17. Ending this Agreement

17.1 You may leave the FIT scheme and end this **Agreement** at any time. To do this, send us written confirmation, with reasons, to: E.ON Energy Solutions Ltd, Caxton Road, Bedford, Bedfordshire, MK41 0EW. We'll end this **Agreement** from the date we get your written confirmation. We may contact you to ask why you ended it.

17.2 We may immediately end this **Agreement** if you break any terms in this **Agreement** or the **Authority** tells us they've removed you from the FIT scheme.

17.3 We may immediately end this **Agreement** if the Government withdraws or materially changes the FIT scheme.

17.4 We may end this **Agreement** if we cease to be a mandatory **FIT Licensee** and decide to exit the FIT scheme. We'd tell you about this no later than 6 weeks before we exit the FIT scheme.

## 18. Complaints

18.1 If you have any issues with our administration of the **FIT scheme**, please contact us immediately and we'll work with you to try and resolve them.

18.2 If we don't deliver the standard of service you expect, we want to know about it so we can try to put it right. This is how the process works:

18.2.1 Step 1: If you have a complaint about our FIT scheme service, please contact our FIT team on 0345 301 4884 or write to us at: Feed-in Tariff Complaints, E.ON Energy Solutions Ltd, Caxton Road, Bedford, Bedfordshire MK41 0EW. You can also email us at [fitenquiries@eonenergy.com](mailto:fitenquiries@eonenergy.com)

18.2.2 Step 2: Our FIT team will do all they can to help with your complaint, following our complaints handling procedure. They'll pass your complaint to a manager if necessary.

18.2.3 Step 3: If we haven't resolved your complaint within eight weeks, or if we've sent you a deadlock letter, you can contact the Ombudsman Services – a free, independent service to resolve complaints about energy suppliers.

You can call the Ombudsman Services on 0330 440 1624 or email [osenquiries@os-energy.org](mailto:osenquiries@os-energy.org)

## 19. Liability Clause

19.1 We're not liable for:

19.1.1 any harm you experience that, when you signed this **Agreement**, we wouldn't have reasonably expected could happen

- 19.1.2 damage that's beyond our reasonable control, however it was caused (including because of our negligence)
- 19.1.3 any indirect or consequential losses, however caused, including but not limited to economic loss, loss of business, profit, goodwill, production revenue or similar losses.
- 19.2 Our maximum liability in any calendar year (January to December) for any incident or related series of incidents is £100,000. This limit doesn't apply to death or personal injury or any other liability that may not be limited in law.
- 20. How we manage your personal information**
- 20.1 We'll get information from different sources, including our partners, other organisations involved in servicing your account (like Network Operators) and information that's already public. We'll match this information with our own to make sure the information we hold about you is correct and up to date.
- 20.2 We'll process your personal data in line with the Data Protection Act 1998.
- 20.3 We'll share this information with:
- 20.3.1 other **FIT Licensees**, if you want to transfer your **Generation Unit(s)** under the **FIT scheme**
- 20.3.2 Credit Reference agencies – to cross check your details
- 20.3.3 Debt Collection agencies
- 20.3.4 organisations who are doing research for us
- 20.3.5 the **Authority**, ministerial departments, the Government and devolved administrations.
- 20.4 We won't share your personal information with social networking sites or other online media without your permission. If you share personal information with us or link your social media account with ours, we may use that information in line with the above rules. You're responsible for all personal information you share with us through social media.
- 20.5 Some of the organisations we share information with may be outside the European Economic Area, but we'll make sure the information's adequately protected before we transfer information.
- 20.6 We'll use (and the **Authority** will use) information we have about you, your **Generation Unit(s)** and any **Nominated Recipient** to manage your involvement in the FIT scheme. This includes reporting and auditing.
- 20.7 We'll use the information we have about you and your **Generation Unit(s)** for things like market research, billing and giving up to date information on energy efficiency and safety issues.
- 20.8 If you give us your email address you are giving us consent to contact you electronically about important information you may need. This is to allow us to service your account more efficiently. You should check your emails on a regular basis as this may include (but isn't limited to) verifying your **Meter Readings**, **Terms and Conditions**, **FIT Plans**, statements, tariff changes and other updates.
- 20.9 You consent to us sharing and processing the information we hold about you.
- 20.10 We may record our calls for training and monitoring purposes.
- 21. Miscellaneous**
- 21.1 The laws of England and Wales govern this **Agreement**. Nothing in this **Agreement** affects your statutory rights.
- 21.2 We can change this **Agreement** by giving you written notice before the change happens or as soon as practicable afterwards. If you are unhappy with the changes you can give us notice that you wish to terminate this **Agreement** and switch to another **FIT Licensee** before the changes take effect.
- 22. Useful links**
- Ofgem**  
[www.ofgem.gov.uk](http://www.ofgem.gov.uk)
- Department for Business, Energy and Industrial Strategy (BEIS)**  
[www.gov.uk/government/organisations/department-for-business-energy-and-industrial-strategy](http://www.gov.uk/government/organisations/department-for-business-energy-and-industrial-strategy)
- The Energy Saving Advice Service in England and Wales**  
[www.energysavingtrust.org.uk](http://www.energysavingtrust.org.uk)
- Home Energy Scotland**  
[www.homeenergyscotland.org.uk](http://www.homeenergyscotland.org.uk)
- For more information on MCS installers and products, go to**  
[www.microgenerationcertification.org](http://www.microgenerationcertification.org)
- 23 Appendix 1**
- 23.1 To qualify for the scheme, you confirm these things are true:
- 23.1.1 You're not getting any grants that could disqualify your **Generation Unit(s)** from the **FIT scheme**. These can include (but aren't limited to), money from: UK Government departments, local and regional Government (like Energy Saving Trust).
- 23.1.2 If you have an off-grid **Generation Unit(s)**, you're getting a grant from public funds, and want to claim **FIT Payments** using the de minimis exemption: you confirm you're not using your **Generation Unit(s)** to make money or sell any of the electricity it creates.
- 23.1.3 Before you sign this **Agreement** and return it to us, you've installed a **Generation Unit(s)** and it's been **Commissioned**.
- 23.1.4 We can share any information you give us with the **Authority**, other regulatory authorities, Government departments and industry bodies to manage, report on and audit the FIT scheme.
- 23.1.5 You'll tell us about any modifications, extensions or reductions to your system.
- 23.1.6 The information you're giving us is complete and correct.

- 23.1.7 Your **Generation Meter(s)** and/or **Export Meter(s)** will be placed, where reasonable, somewhere accessible. You'll let us (or our agents) access for verifying and obtaining **Meter Readings**.
- 23.1.8 You'll keep details of the following things for one year:  
 21.1.8.1 All **Generation Meter(s)** Readings and/or **Export Meter(s) Readings** you give us.  
 21.1.8.2 All **FIT Payments** we give you.
- 23.1.9 You'll give us (and give the **Authority**) any information, confirmations and evidence (as well as any consents needed for data protection) when requested, as needed to manage the FIT scheme.
- 23.1.10 You'll tell us as soon as reasonably possible if you change the ownership of your **Generation Unit(s)**.

## 24. Appendix 2

- 24.1 As a **FIT Licensee** we confirm these things are true:
- 24.1.1 We won't discriminate between you (and your **Nominated Recipient**, if applicable) and any other group without fair reasons if you want to change electricity supplier, or if we're changing our electricity prices or making any other charges.
- 24.1.2 We won't make you obliged to do anything more (or anything more inconvenient) than what's needed to meet our obligations under the FIT scheme.
- 24.1.3 We'll do everything we need to under the FIT scheme as quickly and efficiently as possible.
- 24.1.4 We'll make **FIT Payments** based on the information in the **Central FIT Register**.
- 24.1.5 We'll update the **Agreement** and send you an updated version if the **Authority** changes the **Central FIT Register** to correct a mistake, or to reflect any relevant change in circumstances – for example, if you extend a **Generation Unit(s)** where the extension was **Commissioned** before or after 15 January 2016.
- 24.1.6 We'll tell you (and your **Nominated Recipient**, if applicable) as soon as reasonably possible at the occurrence of an insolvency event.

## Definitions

Words shown in **bold** in these terms and conditions have the meanings shown below.

**Accreditation** means MCS-FIT or ROO-FIT **Accreditation** by the **Authority**. You can find out more on the Ofgem website, [www.ofgem.gov.uk](http://www.ofgem.gov.uk).

**Agreement** means these Terms and Conditions and your **FIT Plan**.

**Anniversary Date** means an annual recurring date of a past event

**Authority** means the Office of Gas and Electricity Markets (Ofgem).

**Automatic Meter Reading (AMR)** means the technology of automatically collecting information from your **Generation Meter(s)** or **Export Meter(s)** (or both), and then add that information to our database. We do this electronically, without needing to access the meter physically.

**BSC** The Balancing and Settlement Code (**BSC**) contains the governance arrangements for electricity balancing and settlement in Great Britain.

**Central FIT Register** is the register the **Authority** keeps and maintains to record details of the FIT scheme.

**Commissioned** means two things about your **Generation Unit(s)**:

**A Qualified Person** has done the necessary tests and procedures to make sure your **Generation Unit(s)** can run at its **Declared Net Capacity** (assuming that the relevant eligible low carbon energy source was available to it without interruption or limitation). At the time the **Qualified Person** did the tests, they followed the usual industry standards and practices for commissioning that type of **Generation Unit(s)**.

The **Generation Unit(s)** is connected to the Plant and can use its whole maximum output in a permitted way.

**Connected Person** in relation to a FIT Generator or a **Nominated Recipient**, means any person connected to that person within the meaning of section 1122 of the Corporation Tax Act 2010.

**Declared Net Capacity** is the maximum capacity at which someone can use a **Generation Unit(s)** for a sustained time without damaging it – minus the amount of electricity the **Plant** consumes (assuming it gets all the power it needs.)

**Decommissioned** means you've had the entire **Generation Unit(s)** removed from the **Site**.

Deemed Export means the amount of electricity you export to the **Electricity Network** (as the Secretary of State determines) when we can't practically measure the exact amount. This applies only to **Generation Unit(s)** that are connected to the **Electricity Network** and have a total installed capacity of 30kW or lower.

**Deemed Export Payment** is the amount of money we pay the **Generator** or **Nominated Recipient**. We calculate this payment based on your **Generation Meter(s)** readings as a percentage of the electricity created during that period.

**Deployment Cap** is the set amount of capacity (Total Installed Capacity – TIC) that can apply to receive FIT support in a tariff period.

**Electricity Network** is an electricity supply system or electricity transmission system that the **Authority** regulates.

**Eligibility Date** means the date from which your **Generation Unit(s)** qualifies for **FIT Payments**. For details see Clause 4.

**Eligible Installation** means any plant on a site which is capable of small-scale low-carbon generation: and except as provided otherwise in the FIT Order all such plant on the same site which is capable of generating electricity from the same type of eligible low-carbon energy source is to be treated as a single eligible installation.

**Export Meter(s)** means the meter (or meters) that measures how much electricity goes from your **Generation Unit(s)** to the **Electricity Network**.

**Export Payment** means the amount of money a **FIT Licensee** (us, in this case) pays to the **Generator** or **Nominated Recipient**, calculated based on the **Export Tariff** and **Meter Readings**.

**Export Tariff** is the rate we pay per kWh of electricity your **Generation Unit(s)** exports to the **Electricity Network**, as the **Authority** determines.

**Ofgem Tariff Table Link** - [www.ofgem.gov.uk/environmental-programmes/feed-tariff-fit-scheme/tariff-tables](http://www.ofgem.gov.uk/environmental-programmes/feed-tariff-fit-scheme/tariff-tables)

**FIT Licensee** means an organisation (us, in this case) the **Authority** has licensed to do the FIT scheme.

**FIT Payments** mean the Generation Payments, **Export Payments**, or both.

**FIT Plan** means a statement confirming your details, along with details of your **Generation Unit(s)**, the applicable tariffs and any other of the **Agreements** terms.

**FIT Scheme Rules** means the guidelines set down by Ofgem to administer the scheme and can be found on the Ofgem website.

**Generation Meter(s)** is a meter (or meters) that measure the amount of electricity your **Generation Unit(s)** generates.

**Generation Payment** is the amount of money a **FIT Licensee** (us in this case) pays to the Generator or **Nominated Recipient**, calculated based on your **Generation Tariff** and **Meter Readings**.

**Generation Tariff** means the amount we pay per kWh of electricity your **Generation Unit(s)** create, as the **Authority** determines.

**Ofgem Tariff Table Link** - [www.ofgem.gov.uk/environmental-programmes/feed-tariff-fit-scheme/tariff-tables](http://www.ofgem.gov.uk/environmental-programmes/feed-tariff-fit-scheme/tariff-tables)

**Generation Unit(s)** means a unit (or units) which meets the criteria set out in Clause 3.1 and creates electricity from one of these technologies: solar photovoltaic, anaerobic digestion, hydro, wind (up to 5MW total installed capacity); or combined heat and power units (CHP) (up to 2kW total installed capacity).

**Generator** means the owner of the **Generation Unit(s)**, regardless of whether or not that person is also using or planning to use it.

**Ineligible** means an installation that is not eligible to receive payments under the Feed-in Tariff Scheme.

**MCS Certificate** is a certificate that proves a **MCS- Qualified Person** has installed your **Generation Unit(s)** and enrolled it in the Micro Generation Certification scheme.

**Meter Reading** means a reading from your **Generation Meter(s)** and/or **Export Meter(s)** showing the total electricity it's created or exported.

**Network Operator** means a company that manages part of the electricity distribution system that carries electricity to and from you **Site**.

**Nominated Recipient** means a person you've nominated to get the payments from this **Agreement**.

**Plant** means any equipment, apparatus or appliance that forms part of your **Generation Unit(s)**.

**PPA** A power purchase agreement (PPA) is a contract between two parties, one which generates electricity (the seller) and one which is looking to purchase electricity (the buyer).

**Qualified Person** means a person recognised by the industry who works with reasonable skill and care in accordance with industry standards and general commercial practices.

**Reading Window** means the timeframe in which you need to read your meter(s) and give us your **Meter Readings**. This is currently 14 calendar days before and 7 calendar days after your reading date. This is specific to each person though, as it says in your **FIT Plan**.

**Retail price index (RPI)** is a measure of inflation the Office for National Statistics publishes.

**Site** is where your **Generation Unit(s)** is.

**Start Date** is the date we start **FIT Payments** under this **Agreement**.

**Switch Date** means the date you switch from one **FIT Licensee** to another, who then becomes responsible for all your payments.

**Tariff Date** will be one of the following: 8 February 2016, 1 April 2016, 1 July 2016, 1 October 2016 or 1 January, 1 April, 1 July, 1 October in any subsequent years (as shown in your **FIT Plan**).

**Terms and Conditions** means these **Terms and Conditions** relating to Feed-in Tariff as varied time to time.

**Total Installed Capacity** means the maximum capacity at which an **Eligible Installation** could be operated for a sustained period without causing damage to it (assuming the Eligible Low-carbon Energy Source was available to it without interruption), a declaration of which is submitted as part of the processes of ROO-FIT **Accreditation** and MCS certified registration.

**Transfer Form** is the form you have to complete to tell us you've changed the ownership of your **Generation Unit(s)**.

**Valid Meter Reading** means a **Meter Reading** that we've confirmed is within our set limits. These limits are based on certain tolerances and factor in the time of year, electricity created in the past and other similar information.

**VAT** means 'Value Added Tax' as provided for in the Value Added Tax Act 1994.

**We, us or our** means E.ON Energy Solutions Ltd. (Company Number 03407430) with registered office, Westwood Way, Westwood Business Park, Coventry, CV4 8LG.

**Working Day** is Monday to Friday (09.00-17.00) excluding bank holidays or public holidays in England and Wales.

**You or your** means the person who signs this **Agreement** with us, as stated in your **FIT Plan**.

E.ON Energy Solutions Limited  
Registered Office: Westwood Way Westwood  
Business Park Coventry CV4 8LG  
Registered in England and Wales No. 3407430