

Feed-in Tariff (FiT) Terms and Conditions

1. About this Agreement

- 1.1 This **Agreement** (including your **FiT Plan**) is between you and us. It is important to read it carefully to ensure you understand your obligations.
- 1.2 In the event of a conflict between your **FiT Plan** and these Terms and Conditions your Terms and Conditions shall take priority.
- 1.3 The **Agreement** will commence on the date that we receive your signed and dated **FiT Plan**.
- 1.4 You are required to make certain declarations as set out at Appendix 1 of this **Agreement**. Eligibility for **FiT Payments** from us is on the basis that these statements are true. Should your circumstances change and the statements no longer be accurate, you must notify us immediately, as this may affect your continued eligibility for the FiT scheme.
- 1.5 As a **FiT Licensee** we are required to abide by certain obligations. For your convenience we have set these out in Appendix 2.

Definitions

Accreditation means MCS-FiT or ROO-FiT **Accreditation** by the **Authority**. Details of how to become accredited are available on the Ofgem website www.ofgem.gov.uk;

Agreement means these Terms and Conditions and your **FiT Plan**;

Annual Declaration means confirmation from you at least once every twelve months that the information held on the **Central FiT Register** is complete and accurate;

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

Central FiT Register means the register kept and maintained by the **Authority** for the purpose of recording details of the FiT scheme;

Commissioned means in relation to a **Generation Unit** that:

- (a) such procedures and tests have been completed as constitute, at the time they were undertaken, the usual industry standards and practices for commissioning that type of **Generation Unit** such that it is capable of operating at its **Declared Net Capacity** (assuming that the relevant eligible low carbon energy source was available to it without interruption or limitation); and
- (b) the **Generation Unit** is connected to **Plant** such that the whole of its maximum output could be used in a permitted way;

Community Organisation means a community interest company or a community benefit society or co-operative society, other than such a company or society with more than 50 employees;

Declared Net Capacity means the maximum capacity at which a **Generation Unit** can be operated for a sustained period without causing damage to it (assuming the source of power used by it to generate electricity was available to it without interruption) less the amount of electricity that is consumed by the **Plant**;

Decommissioned means that the entire **Generation Unit** has been removed from the **Site**;

Deemed Export means the quantity of electricity that the Secretary of State determines has been exported to the **Electricity Network** where there is no capability to accurately measure the quantity of electricity exported. This is only applicable to **Generation Units** with a total installed capacity of 30kW or below and which are connected to the **Electricity Network**;

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Deemed Export Payment means the sum paid to the **Generator** or **Nominated Recipient**, as applicable. This will be calculated by reference to your **Generation Meter** readings as a percentage of the electricity which has been generated during that period;

Electricity Network means an electricity distribution system or electricity transmission system regulated by the **Authority**;

Eligibility Date means the date from which the **Generation Unit** is eligible. For details see Section 4;

Export Meter means a meter which measures the quantity of electricity from your **Generation Unit** to the Electricity Network;

Export Payment means the sum paid to the **Generator** or **Nominated Recipient**, as applicable, by a **FiT Licensee** calculated by reference to the **Export Tariff** and **Meter Readings**;

Export Tariff means the rate to be paid per kWh of electricity exported to the **Electricity Network** from the **Generation Unit**, as determined by the **Authority**;

FiT Licensee means an organisation that is licensed by the **Authority** to administer the FiT scheme;

FiT Payment means as applicable, the **Generation Payment** and/or **Export Payments**;

FiT Plan means a statement confirming the details of you, the **Generation Unit(s)**, the applicable tariff(s) and other customer-specific terms of this **Agreement**;

Generation Meter means a meter which measures the quantity of electricity generated by your **Generation Unit**;

Generation Payment means the sum paid to the **Generator** or **Nominated Recipient**, as applicable, by a **FiT Licensee** calculated by reference to the **Generation Tariff** and **Meter Readings**;

Generation Tariff means the rate to be paid per kWh of electricity generated by a **Generation Unit**, as determined by the **Authority**;

Generation Unit means a unit which generates electricity from one of the following 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), and meets the criteria set out in section 3.1;

Generator means the owner of the unit whether or not that person is also operating or intending to operate the **Generation Unit**;

MCS Certificate means a certificate to confirm that the **Generation Unit** has been enrolled within the micro generation certification scheme and is an MCS certified installation;

Meter Reading means a reading from your **Generation Meter** or **Export Meter** showing the total generated or exported electricity;

Network Operator means a company which manages part of the electricity distribution system which carries electricity to your **Site**;

Nominated Recipient means a person nominated by you to receive payments under this **Agreement**;

Plant means any equipment, apparatus or appliance;

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Reading Window means the timeframe in which you must read and provide your generation and/or **Export Meter** Readings to us. This is currently 14 days before and 7 days after your reading date. This is specific to each individual as stated in your **FIT Plan**;

Retail Price Index (RPI) means a measure of inflation published by the Office for National Statistics;

Site means the premises at which the **Generation Unit** is situated;

Start Date means the date from which we commence **FIT Payments** under this **Agreement**;

Switch Date means the date on which responsibility for **FIT Payments** due to you under the FiT scheme is transferred from one **FIT Licensee** to another;

Transfer Form means a form you are required to complete to notify us of a change of ownership of a **Generation Unit**;

Valid Meter Reading means a **Meter Reading** which we determine is within the limits that we have set based on certain tolerances, taking into account seasonality, historic generation and other relevant factors;

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

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

Working Day means any day that falls between Monday to Friday (09.00-17.00) excluding any bank or public holidays in England and Wales;

You/your means the person who has entered into this **Agreement** with us, as stated in your **FIT Plan**;

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

- 2.1 We will only accept applications for **Generation Units** which are supplied with electricity by us (or a non-mandatory **FIT Licensee**), or for a **Generation Unit** that is not connected to the **Electricity Network**.
- 2.2 No **FIT Payments** will be made by us to you under the FiT scheme until this **Agreement** has been accepted by you and you have confirmed the accuracy of the declarations set out in Appendix 1, and the eligibility criteria set out in clause 3 is satisfied.
- 2.3 This **Agreement** is entirely separate from any other supply contract for gas and electricity that you may hold with us and shall have no effect on the rights and obligations under those contracts.
- 2.4 This **Agreement** relates solely to the **Generation Unit** specified in your **FIT Plan**.
- 2.5 Any **FIT Payment** made to you under this **Agreement** is in accordance with rates published and set by the **Authority**, and these may be subject to change.
- 2.6 The FiT scheme is government led and any change in government policy may require a change to the terms of this **Agreement**. We will endeavour to give you prior written notice of any change taking effect or where this is not possible we will inform you as soon as practicable thereafter.

3. Eligibility for the FiT scheme

- 3.1 Your **Generation Unit** may be eligible for the FiT scheme with us if it meets the following criteria:
 - 3.1.1 your **Generation Unit** has a total installed capacity of no more than 5MW for solar photovoltaic, wind, hydro, anaerobic digestion and no more than 2kW for CHP;
 - 3.1.2 your **Generation Unit** has the necessary **Accreditation**;
 - 3.1.3 your **Generation Unit** is fully installed and **Commissioned**;
 - 3.1.4 the electricity generated by your **Generation Unit** (s) is measured by a **Generation Meter**
 - 3.1.5 your **Generation Unit** is not registered to receive **Generation Payments** with any other **FIT Licensee**;
 - 3.1.6 your **Generation Unit** is not registered under the Renewable Obligation Certification Scheme (ROCs);

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- 3.1.7 you have provided us with a written request for MCS-certified registration accompanied by a valid **MCS Certificate** for the **Generation Unit** or provided us with details of your ROO-FIT **Accreditation** number from the **Authority**.
- 3.2 You have not received any grants (which can include but is not limited to, funds distributed by: UK Government departments; Local and Regional Councils; European Governments; The National Lottery or organisations distributing money on behalf of the Government and/or EU, such as Energy Saving Trust) to purchase and/or install the **Generation Unit**, unless:
 - 3.2.1 you have provided evidence that you have repaid the grant in full, or
 - 3.2.2 the grant is deemed exempt by the **Authority**.
- 3.3 Further details of the documents that we require in support of your application, can be found on our website www.eonenergy.com or by contacting us on 0345 301 4884.
- 3.4 If your **Generation Unit** is not connected to the **Electricity Network** by signing this **Agreement** you hereby declare you fully understand that any electricity generated, but not used, will not be eligible for **FiT Export Payments/Deemed Export Payments**.
- 3.5 If your **Generation Unit** is not connected to the **Electricity Network** and you are in receipt of a grant and wish to claim **FiT Payments** in accordance with the de minimis commission regulation, by signing this **Agreement** you hereby declare that the **Generation Unit** is not an undertaking by virtue of carrying on any other economic activity and you do not sell any of the electricity it generates.
- 3.6 Where the **Generation Unit** is on a **Site** that is not owned by you, you will need to:
 - 3.6.1 provide evidence of the legitimacy of your right to claim **FiT Payments**;
 - 3.6.2 provide and gain the **Site** owner's agreement to share their contact details with us;
 - 3.6.3 gain the **Site** owner's agreement to allow us (or our representatives) safe and reasonable access to your **Generation Meter** when requested.

4. Eligibility Date and Period

- 4.1 Your **Eligibility Date** is the later of:
 - The date on which:
 - 4.1.1 the **Authority** received your written request for ROO-FIT **Accreditation** (providing it was in a form acceptable to the **Authority**) or;
 - 4.1.2 we received your written request for MCS-certified registration accompanied by a **MCS Certificate** for the **Generation Unit**;
 - 4.1.3 your **Generation Unit** is **Commissioned**; or
 - 4.1.4 the launch of the FiT scheme (1 April 2010).
- 4.2 Each **Generation Unit** is only eligible for the FiT scheme for the period allocated to it as set out in your **FiT Plan**.
- 4.3 You must provide us with a **Meter Reading** on your **Eligibility Date** in order to receive **FiT Payments** for your entire eligibility period (as set out in your **FiT Plan**). If you do not provide a **Meter Reading** on your **Eligibility Date**, your **FiT Payments** will be delayed and will only commence when you have provided a **Valid Meter Reading**.
- 4.4 If you qualify to receive **FiT Payments** before the start of this **Agreement** and were not registered to receive **FiT Payments** from someone else for that period, we will treat that period as part of this **Agreement**.

5. Meter Readings

- 5.1 You must have a **Generation Meter** and/or **Export Meter** that is positioned in a safe and easily accessible location.
- 5.2 You must take **Meter Readings** from your **Generation Meter** and/or **Export Meter** and send them to us using the contact details provided in your **FiT Plan**. **Meter Readings** must be taken and provided to us within the **Reading Window** and every quarter thereafter. It is your responsibility to take accurate **Meter Readings**.
- 5.3 If your **Generation Tariff** and/or **Export Tariff** changes at any time you should take a **Meter Reading** on this date. This should then be provided to us in your next **Reading Window** together with your normal quarterly **Meter Reading**. If a **Meter Reading** is not provided we will estimate the **Meter Reading** for the date the change occurred. Tariff rates could change at any time and we would suggest you regularly review the **Authority's** website in order to understand if any changes affect you.

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- 5.4 If you fail to provide a **Valid Meter Reading** as required, your **FiT Payment** for that quarter will not be paid and will be carried over until the next quarter in which we receive a **Valid Meter Reading**.

6. FiT Payments

- 6.1 **FiT Payments** will be made quarterly, subject to receipt of a **Valid Meter Reading** within the **Reading Window**. We will take all reasonable steps to make your payment within 10 **Working Days** of receipt of a **Valid Meter Reading**.
- 6.2 Your **Generation Tariff** and/or **Export Tariff** are **RPI** linked and may be subject to an annual change by the Secretary of State. The Secretary of State could change the **Generation Tariff** and/or **Export Tariff** at any point. If this happens, these changes will be reflected in your next payment statement following the tariff change.
- 6.3 If we are notified by the **Authority** that you are suspended or removed from the **Central FiT Register** we will cease **FiT Payments** until we are notified by the **Authority** that your suspension has been lifted and we should recommence making **FiT Payments**.
- 6.4 **FiT Payments** are made by reference to data held in the **Central FiT Register**, therefore, it is important that you complete your **Annual Declaration** to ensure it is accurate and up to date.
- 6.5 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 or if the **Authority** has identified an abuse of the scheme.
- 6.6 For details regarding the **VAT** treatment of **FiT Payments** please see clause 9.

7. Export

This clause will only apply if you notify us that you want to receive payments for electricity exported to the Electricity Network and have an Export Meter fitted.

- 7.1 If you wish to receive **Export Payments** you must have an **Export Meter** fitted
- 7.2 On the first anniversary of your **Export Meter** being fitted:
- 7.2.1 if you are receiving **Export Payments** from us you may:
- 7.2.1.1 opt out of receiving **Export Payments** from us. [you may then have the option to take **Export Payments** from another supplier providing they accept your request] or;
- 7.2.2 if you are not receiving **Export Payments** from us you may:
- 7.2.2.1 opt in to receive **Export Payments** from us. Providing we accept your request.
- 7.3 Following the first anniversary date you may opt in or opt out of receiving **Export Payments** from us at any time provided no more than once in a 12 month period.
- 7.4 If you opt out of receiving **Export Payments** from us we will stop making **Export Payments** to you with effect from the date requested, providing that it does not require us to act retrospectively. To ensure that you are paid the correct amount, you will need to provide us with a **Valid Meter Reading**. We will contact you prior to this date in order to understand your requirements for the following year. We will only make **Export Payments** where we have received a **Valid Meter Reading** within your **Reading Window**.

8. Deemed Export

This clause will only apply if you notify us that you want to receive payments for electricity exported to the Electricity Network and do not have an Export Meter fitted.

- 8.1 If your **Generation Unit**:
- 8.1.1 does not have an **Export Meter**;
- 8.1.2 is connected to the **Electricity Network**; and
- 8.1.3 has an installed capacity of 30kW or below,
- You are entitled to receive **Deemed Export Payments**
- 8.2 This **Deemed Export Payment** is calculated by reference to a percentage which is determined by the Secretary of State and is published no less than 1 month before the beginning of each **FiT** year (which begins on the 1st April). The Secretary of State may amend these percentages. Any changes will take effect in your next payment statement.

- 8.3 We will only make **Deemed Export Payments** where we have received a **Valid Meter Reading** from your **Generation Meter** within your **Reading Window**. Without these readings we cannot determine the percentage of **Deemed Export** against which you are entitled to receive **FiT Payments** for.

9. VAT

- 9.1 **Generation Payments** we make to you are outside the scope of **VAT**.
- 9.2 If you are not **VAT** registered, all **Export Payments** and **Deemed Export Payments** will be exclusive of **VAT**. Sub clauses 9.3-9.6 do not apply.
- 9.3 Where you are registered for **VAT**, you authorise us and we agree to produce self-billed invoices in respect of **Export Payments** or **Deemed Export Payments** by signing a self-billing agreement form. This means that you agree not to issue any **VAT** or other invoices in respect of **Export Payments** or **Deemed Export Payments** due under the **FiT** scheme.
- 9.4 You must provide us with your **VAT** registration number and agree to notify us immediately if your **VAT** number changes or you cease to be **VAT** registered.
- 9.5 You agree to notify us immediately if you transfer your business as a going concern in whole, or in part.
- 9.6 Your acceptance to self-billing means we will calculate the **VAT** and will produce a compliant self-billing invoice which you need to complete your **VAT** return. You are then responsible for declaring and paying the **VAT** shown on the self-billing invoice to HMRC on the relevant due dates. We will not be held responsible for any failure on your part to declare the **VAT** shown on the self-billed invoice as your output tax at the correct time.

10. Metering

- 10.1 If we think your **Generation Meter** is faulty we may choose to test it. If the test confirms that your meter is not working correctly you must arrange for the meter to be replaced as soon as reasonably possible. You will not be entitled to any further **FiT Payments** until this is done. It is your responsibility to arrange and pay for any replacement **Generation Meter**, in addition to any costs associated with installing it.
- 10.2 If your **Generation Meter/Export Meter** is broken or the screen is not readable you must notify us immediately. You will only be entitled to **FiT Payments** up until the last actual known reading. You are responsible for arranging for the **Generation Meter** to be replaced as soon as reasonably possible. You will not be entitled to any further **FiT Payments** until this is done. It is your responsibility to arrange and pay for any replacement **Generation Meter**, in addition to any costs associated with installing it.
- 10.3 If your **Generation Meter/Export Meter** is capable of recording the readings by automatic means you may be entitled to **FiT Payments** based on these readings. However, this is at our discretion and you are still responsible for arranging for the **Generation Meter** to be replaced as soon as reasonably possible if broken. You may not be entitled to any further **FiT Payments** until this is done. It is your responsibility to arrange and pay for any replacement **Generation Meter** in addition to any costs associated with installing it. Where we have fitted the **Export Meter** we will be responsible for those costs. Where you have fitted the **Export Meter**, or arranged for it to be fitted by your installer, you will be responsible for all costs associated with it.

11. Your Key Obligations

- 11.1 You will be required to re-confirm the information held on the **Central FiT Register** at least once a year; this will be referred to as your **Annual Declaration**. We will contact you when we need you to do this. If you fail to re-confirm when requested we may withhold your **FiT Payments**.
- 11.2 You must allow us (or our representatives) safe and reasonable access to your **Generation Meter** and/or **Export Meter** when requested. If you don't we may withhold your **FiT Payments**.
- 11.3 We are required to take reasonable steps to verify the **Meter Readings**. We will undertake this by physically inspecting your **Generation Meter** and/or **Export Meter** at least once every two years.
- 11.4 You must retain all documentation in relation 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 **FiT Payment** received.

- 11.5 If we find that any of the information you have given us is incorrect or we are unable to inspect the **Generation Meter** or **Export Meter** we may inform the **Authority** who will take any appropriate action. In this event, we may withhold, adjust and/or recover **FIT Payments** accordingly.
- 11.6 You must inform us if you become the owner/**Nominated Recipient** or are a connected person of 25 or more **Generations Units**.

12. Changes of Ownership, Assignment of Rights and Nominated Recipients

- 12.1 We will only make **FiT Payments** to the person named on the **Central FiT Register** as the **Generator** unless you have provided a **Nominated Recipient**.
- 12.2 If you are planning to transfer ownership of your **Generation Unit(s)** or make a change to the **Nominated Recipient** you must contact us to request a **Transfer Form**. When this form has been completed, signed, dated and returned to us along with the requested documentation, we will arrange for the **Authority** to update the **Central FiT Register**. We will then write to you and the new **Generation Unit(s)** owner to confirm that this change has taken place. You must notify us as soon as reasonably possible prior to your planned change of ownership and provide the relevant **Meter Readings** on the date of the change of ownership. **FiT Payments** will continue to be made to the person (or their **Nominated Recipient**) as named on the **Central FiT Register**.
- 12.3 If you wish us to make payments to your **Nominated Recipient** you will continue to be responsible for the **Generation Unit** and responsible to the obligations under this **Agreement**. It is your responsibility to provide **Valid Meter Readings** as set out in clause 5 in order for the **Nominated Recipient** to receive regular **FiT Payments**.
- 12.4 If you have taken ownership of a **Generation Unit** that is already registered on the **Central FiT Register**, you will only receive **FiT Payments** for the duration of the period it remains eligible. Before any **FiT Payments** will be made you must agree to the Terms and Conditions of this **Agreement** and sign and date your **FiT Plan**.

13. Switching FiT Licensee

- 13.1 You can arrange to switch between **FiT Licensees** at any time, so long as it does not require us to act retrospectively, and you meet the relevant eligibility requirements of the scheme and that of your new **FiT Licensee**. It is your responsibility to make sure you meet all the requirements set out by your new **FiT Licensee**.
- 13.2 Once we receive notification of your request to switch we'll take all reasonable steps to agree a **Switch Date** and **Generation Meter** Reading(s) and/or **Export Meter** Reading(s) as of this date of transfer. If you are leaving us we will make **FiT Payments** up to the agreed **Switch Date**.
- 13.3 If you have more than one **Generation Unit** sharing the same meter you are required to switch all the **Generation Units** at the same time to the same **FiT Licensee**.
- 13.4 If you are leaving us your new **FiT Licensee** will be responsible for making payments to you from the agreed **Switch Date**.
- 13.5 In the event there is just cause for us not to consent to the switch we may reject it. We will inform you if this is the case and work with you to rectify any issues where possible.

14. Changes to Your Generation Unit and Decommissioning

- 14.1 You must notify us if you make any changes to your existing **Generation Unit**, including but not limited to extensions or reductions in your installation, as this may affect your eligibility for the FIT scheme as well as **Generation Payments** and/or **Export Payments**. If you fail to notify us of any change which is later discovered, including but not limited to meter exchanges, extensions, or reductions, we may inform the **Authority** who will take any appropriate action. In this event, we may withhold, adjust and/or recover **FiT Payments** accordingly.
- 14.2 If the change to your **Generation Unit** affects your **Generation Tariff** and/or **Export Tariff** then the change will take effect from the date on which the change occurred. We will update the **Central FiT Register** and a new **FiT Plan** will be sent to you.
- 14.3 Where you have **Decommissioned** your **Generation Unit(s)** you must provide us with the following:
- 14.3.1 a decommissioning certificate provided by an MCS certified installer;
 - 14.3.2 written confirmation from the installer;
 - 14.3.3 written confirmation from you;
 - 14.3.4 photographs of the **Site** and dismantled equipment;
 - 14.3.5 documentation evidencing that the equipment is/has been disposed of.

15. Ending this Agreement

- 15.1 You may withdraw from the FiT scheme and terminate this **Agreement** at any time by providing written confirmation, with reasons, to us at E.ON Energy Solutions Ltd, Caxton Road, Bedford, Bedfordshire, MK41 0EW. Termination will take effect from the date we receive your written confirmation. In the event of termination we may contact you to understand the reasons for this.
- 15.2 We may immediately end this **Agreement** if you are in breach of any specified terms in this **Agreement** and we are advised by the **Authority** that as such they have removed you from the FiT scheme.
- 15.3 We may immediately end this **Agreement** if the Government withdraws or materially changes the FiT scheme.
- 15.4 We may end this **Agreement** if we cease to be a mandatory **FiT Licensee** and decide to exit the FiT scheme. We would inform you of this fact no later than 6 weeks prior to exiting the FiT scheme.

16. Complaints

- 16.1 If you have any issues relating to our administration of the FiT scheme please contact us immediately and we will work with you to try and resolve them.
- 16.2 If we fail to deliver the standard of service you expect, we want to know about it so that we can try to put it right:
- 16.2.1 Step 1: If you have a complaint about our FiT scheme service, please contact our Feed-in Tariff 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 or email us at fitenquires@eonenergy.com
- 16.2.2 Step 2: Our Feed-in Tariff team will take all necessary steps to ensure that your complaint is dealt with efficiently and follow our complaints handling procedure making sure that your complaint is escalated where necessary in order to resolve as soon as possible.
- 16.2.3 Step 3: If you are still not satisfied you can contact the Energy Ombudsman. We will write and let you know when you can take your complaint to them. The Energy Ombudsman is a free independent service to help resolve complaints with energy suppliers.

17. Liability Clause

- 17.1 We are not liable for:
- 17.1.1 Any harm you experience that, when this **Agreement** was signed, we would not have reasonably expected could happen;
- 17.1.2 Damage which is beyond our reasonable control however it was caused (including because of our negligence);
- 17.1.3 Any indirect or consequential losses however caused including but not limited to economic loss, loss of business, profit, goodwill, production revenue or similar losses
- 17.2 Our maximum liability in any calendar year (January to December) for any incident or related series of incidents is £100,000. This limit does not apply to death or personal injury or any other liability which may not be limited in law.

18. Personal Data

- 18.1 We will obtain information from different sources, including our partners, other organisations involved in servicing your account such as **Network Operators**, and information in the public domain. We will match this data with our own to help ensure the data we hold about you is accurate and up to date.
- 18.2 We will process your personal data in accordance with the Data Protection Act 1998.
- 18.3 We will share your personal data with:
- 18.3.1 Other **FiT Licensees** where you wish to transfer your **Generation Unit** under the FiT scheme;
- 18.3.2 Credit reference agencies, in order to cross check your details;
- 18.3.3 Debt collection agencies;
- 18.3.4 Organisations who are carrying out research for us;
- 18.3.5 The **Authority**, ministerial departments, the government and devolved administrations.
- 18.4 We will not share your personal data with social networking sites or other online media without your permission. If you share personal data with us or link your social media account with ours, we may use that data in accordance with this section. You are responsible for all personal data you share with us through social media.

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- 18.5 Some of the organisations we share information with may be outside the European Economic Area but we will ensure there is an adequate level of protection of the information before any transfer takes place.
- 18.6 We and the **Authority** will use information we have about you, your **Generation Unit(s)** and any **Nominated Recipient** to administer your participation in the FIT scheme; this includes reporting and auditing.
- 18.7 We will use the information we have about you and your **Generation Unit(s)** for purposes such as market research, billing and providing up to date information on energy efficiency and safety issues.
- 18.8 If you provide us with an email address we may contact you via electronic means regarding important information which we may need to communicate to you, to allow us to ensure your account is correctly administered under the FIT scheme. This may include but is not limited to: verification of Meter Readings; **Annual Declarations**; Terms and Conditions; **FIT Plans**; statements; tariff changes and other updates.
- 18.9 You consent to the disclosure and processing of information that we hold about you.
- 18.10 Calls may be recorded for training and monitoring purposes.

19. Miscellaneous

- 19.1 This **Agreement** is governed by the laws of England and Wales. Nothing in it affects your statutory rights.
- 19.2 We may make changes to this **Agreement** by giving you written notice prior to the change taking effect or as soon as practicable afterwards.

20. USEFUL LINKS

Ofgem

www.ofgem.gov.uk

Department of Energy and Climate Change (DECC)

<https://www.gov.uk/government/organisations/department-of-energy-climate-change>

The Energy Saving Advice Service in England and Wales

www.energysavingtrust.org.uk

Home Energy Scotland

www.homeenergyscotland.org.uk

For more information on MCS installers and products, visit

www.microgenerationcertification.org

Appendix 1

1. It is a condition of eligibility to the scheme that you confirm:
 - a. you are not in receipt of any grants which may make your **Generation Unit** ineligible for the FIT scheme. These can include but are not limited to, funds distributed by: UK Government departments; Local and Regional Councils; European Governments; The National Lottery or organisations distributing money on behalf of the Government and/or EU, such as Energy Saving Trust;
 - b. that if you have an off grid **Generation Unit** and are in receipt of a grant from public funds, and wish to claim FIT Payments using the de minimis exemption; your **Generation Unit** is not an undertaking by virtue of carrying on any other economic activity, and you do not sell any of the electricity it generates;
 - c. that before you sign this **Agreement** and return it to us that you have installed a **Generation Unit** and that it has been **Commissioned**;
 - d. that any information provided by you to us may be shared with the **Authority** or other such regulatory authority or government department and industry body for the purpose of administering, reporting and auditing of the FIT scheme;
 - e. that you will notify us of any modifications, including any extensions, reductions which may affect the eligibility and capacity calculation of your **Generation Unit**;
 - f. that the information you provide is complete and accurate;

- g. your **Generation Meter** and/or **Export Meter** will be located, where reasonable, in an accessible location, and for access to be made available to the us (or our agents) to obtain **Generation Meter Readings** and/or **Export Meter** readings;
- h. that you will retain details of the following for the period of one year:
 - 1) all **Generation Meter** Readings or **Export Meter** Readings supplied to us
 - 2) all **FiT Payments** made by us to you throughout the period
- i. that you will provide information, declarations and evidence (as well as any consents required for the purposes of data protection) to us and the **Authority** when requested, as required for the administration of the FiT scheme;
- j. that you will inform us as soon as reasonably possible in the event that there is a change in ownership of the **Generation Unit**.

Appendix 2

- 2. As a **FiT Licensee** we confirm that:
 - a. we will not discriminate between you (and your **Nominated Recipient**, if applicable) and any other group without objective justification if you want to change electricity supplier, or we are changing our prices for supplying electricity or any other charges;
 - b. we will not impose any obligations on you which are additional to or more onerous than those that are necessary to enable us to meet our obligations under the FiT scheme;
 - c. we will fulfil our obligations under the FiT scheme as efficiently and expeditiously as possible;
 - d. we shall make **FiT Payments** by reference to data in the **Central FiT Register**;
 - e. we shall revise the **Agreement** and an amended version shall be supplied to you where the **Central FiT Register** is amended by the **Authority** to correct an error, or to reflect any change in circumstances relevant to the content of the **Agreement**, for example, the Extension of an **Generation Unit**;
 - f. we shall notify you (and your **Nominated Recipient**, if applicable) as soon as reasonably possible at the occurrence of an insolvency event.