



Feed-In Tariff (FIT) Statement of Terms

This Statement of Terms is part of your contract with us for FIT Payments. Please read it very carefully and let us know if anything's not clear. Your FIT Plan (in your welcome letter) is also part of your contract, so please keep them both safe.

1. DEFINITIONS

We know this isn't the most exciting thing you'll ever read, but it'll help you know what we're talking about.

Accreditation – Means Ofgem has approved the installation for the FIT Scheme and has added it to the Central FIT Register. Accreditation can be through:

- Microgeneration Certification Scheme (MCS).
- ROO-FIT.

Accreditation applies to any variation of the installation, such as an Extension.

Agreement – This Statement of Terms and your FIT Plan, as well as any other documents mentioned in them.

Central FIT Register –Ofgem's record of the FIT Scheme.

CFD – is defined in the Energy Act 2013 (as amended) and any regulations made under it.

Commissioned – Means the completion of the usual, industry standard steps for commissioning a generating station in order to prove that it's commercially operational.

Connected Person – Anyone connected to you or your Nominated Recipient under section 1122 of the Corporation Tax Act 2010.

Deemed Reading – a way of working out how much electricity has been exported by the installation without an Export Meter. (It's done using a percentage, set by the Government, of the amount of electricity recorded on your Generation Meter.)

Electricity Network – The local electricity distribution network, run by a licensed distribution network operator.

Eligibility Date – The date the installation becomes eligible for FIT Payments. It's when the latest of these has happened:

- Ofgem accepted your written request for Accreditation under ROO-FIT (or we received your application for MCS-Certified Accreditation and registration).
- The installation was fully Commissioned (this applies to Extensions, too).

Export Meter – A meter measuring the amount of electricity you export to the Electricity Network. It must comply with applicable metering laws and be registered under the Balancing and Settlement Code.

Extension – A change to the installation to increase its generation capacity. This applies where the initial installation was Accredited before the modification was made.

FIT Export Tariff – The rate per kilowatt hour (kWh) for electricity generated and exported to the Electricity Network, set by Ofgem.

Export Payment – What we pay you for the electricity you export to the Electricity Network in a quarterly (three-month) period. We work this out based on the FIT Export Tariff and the Meter Reading from your Export Meter (or the Deemed Reading, if applicable).

FIT Payment – A Generation Payment and/or an Export Payment (if applicable).

FIT Plan – This is the section in your welcome letter which sets out the terms of the agreement specific to you and your installation

FIT Scheme – A Government scheme to pay householders, communities and businesses for small-scale, low carbon electricity generation. The FIT Scheme is set out in the Feed-In Tariffs Order 2012, our electricity supply licence and other laws.

Generation Meter – A meter that measures the amount of electricity produced by the installation. You are responsible for this meter, and it must comply with applicable metering laws.

Generation Payment – A payment we make to you (approximately seven weeks after the end of each quarter) for electricity generated by the installation.

Generator – Registered owner of the installation.

MCS (Microgeneration Certification Scheme) – The scheme that certifies microgeneration products and installers in accordance with standards or schemes accredited under EN 45011.

Meter Reading – a meter reading from your Generation Meter and your Export Meter, as applicable.

Meter Reading Date – This is shown in your FIT Plan.

Non-Fossil Fuel Obligation (NFFO) Arrangement – is defined in the Renewables Obligation Order 2009 and the Renewables Obligation (Scotland) Order 2009 (including any amendments to them).

Nominated Recipient – Means a person you appoint to receive FIT Payments in respect of your installation and recorded as such on the Central FIT Register.

Ofgem – The Gas and Electricity Markets Authority, including the Office of Gas and Electricity Markets.

ROC – is defined in the Renewables Obligation Order 2009 and the Renewables Obligation (Scotland) Order 2009 (including any amendments to them).

ROO-FIT – The process for Accrediting installations that aren't accredited under the MCS – Microgeneration Certification Scheme.

Site – The premises where the installation is physically located as shown in your FIT Plan.

Specified Terms – The meaning given in our electricity supply licence.

Start Date – The date that this Agreement begins as shown in your FIT Plan.

Tariff Code – The tariff code for your installation, which is recorded in the Central FIT Register.

Transfer Date – The date you are deemed to have switched FIT supplier for your installation.

You/your – The people named in your FIT Plan, who have entered into this Agreement with us.

We/us/our – Ovo Electricity Limited (registered number 06858121), 1 Rivergate, Temple Quay, Bristol, BS1 6ED.

Working Day – Any day except Saturdays, Sundays, Christmas Day, Good Friday or a day that is a bank holiday.

2. STATEMENT OF TERMS

The FIT Scheme is an environmental scheme introduced by the Government. It promotes small-scale renewable and low-carbon electricity generation by individuals, businesses and communities with eligible installations.

Under the FIT Scheme, a Generation Payment is made for electricity produced by the registered installation. An Export Payment can also be made if the electricity is exported to the Electricity Network.

We're a licensed electricity supplier, and we administer the FIT Scheme under rules set by Ofgem.

3. ELIGIBILITY FOR THE FIT SCHEME

Your installation may be eligible for Generation Payments if it:

- Is located in Great Britain.
- Has a total installed capacity of 5MW or less (2kW or less if CHP).
- Has the right Accreditation and will be registered on the Central FIT Register.
- Will meet all future Accreditation conditions.
- Is fully installed and Commissioned.
- Has a Generation Meter to measure the electricity it generates.
- Isn't registered to receive Generation Payments with any other energy supplier.
- Isn't registered to claim ROCs, isn't in a NFFO Arrangement or a CFD.

You must not have received any grants that would make you ineligible for the FIT Scheme. If you have, contact us as soon as possible because it may affect your application. If you proceed with your application, you're promising us that you've paid back all the funds.

Your FIT Scheme application must be complete and accurate. You'll have to reconfirm the information you provide at least once a year. We'll get in touch when we need you to do this.

You might be eligible for Export Payments if your installation is connected to the Electricity Network.

If you accept this Statement of Terms, you're promising that you've told us about any other installations (including Extensions) on the Central FIT Register that you (or your Nominated Recipient) are a Connected Person for.

4. JOINING THE FIT SCHEME

Send us your application and we'll check the information you've provided. If we agree that you're eligible for the FIT Scheme, we'll enter your details onto the Central FIT Register.

Once Ofgem confirms you're registered, we'll send your FIT Plan to you. You'll have 10 Working Days to send a signed copy of the FIT Plan back to us to accept the terms of this Agreement. If you don't do this, we can't make any FIT Payments.

You must provide us or Ofgem with any information, declarations or evidence that we ask for so that we can manage the FIT Scheme.

If we supply you with electricity, you'll also need to provide:

- Proof of ID.
- Proof that you own the installation.

You can't join the FIT Scheme without giving us this information.

If the installation is on a Site that you don't own, we'll need evidence that you still own the installation. You must get the Site owner's agreement to share their contact details with us, and then provide them to us.

You must also get the Site owner's agreement for us, or our sub-contractors, to gain access to the Site. This is a FIT Scheme requirement and we can't make FIT Payments without it. We might contact the Site owner to check the information you've provided and to arrange access to the Site.

5. DURATION OF THIS AGREEMENT

This Agreement is between you and us and starts on the Start Date.

The total period for which you'll receive FIT payments is set out in your FIT Plan, and begins from the Eligibility Date.

Your installation is only eligible for the FIT Scheme for the period set out in your FIT Plan, so your opening Meter Readings must be taken on the date we receive your completed Agreement form and associated documents.

If you send us this Agreement form by post, we'll contact you on the day we receive it to take your opening Meter Readings. We won't be able to process your application until we have them.

If you've taken ownership of an installation that's already on the Central FIT Register, you'll receive FIT Payments calculated from the Transfer Date on the Central FIT Register. The first date of registration of the installation is shown on your FIT Plan.

6. METERING

The amount of electricity your installation produces must be measured by a Generation Meter.

If you want to be eligible for Export Payments, your installation must be exporting to the Electricity Network. The export must be measured by an Export Meter, unless your installation has an installed capacity of 30kW or less. In this case, we use a Deemed Reading.

You must give us Meter Readings no more than ten working days after the Meter Reading Date. We'll check those Meter Readings against the expected generation capability of the installation. Send us your Meter Readings using the contact details provided on your FIT Plan.

If you don't give us Meter Readings in time, or if we can't validate them, FIT Payments for that quarter will be carried over to the next quarter for which we receive fully updated, valid Meter Readings within the required timescales.

All Generation Meters and Export Meters must be accessible so we can take Meter Readings, and check any Meter Readings you send us. You agree to allow us, our sub-contractors and Ofgem safe and reasonable access to the Site to carry out services in connection with this Agreement.

You agree that we can check your installation and Generation Meter (and any Export Meter) to confirm the information held on the Central FIT Register. If the information you've provided is wrong, we'll let Ofgem know and they'll take the appropriate action (which could mean telling us to end this Agreement).

There may be additional costs in relation to having an Export Meter – contact your meter supplier for this information.

7. FIT PAYMENTS

Generation Payments and Export Payments will be made:

- In accordance with information held on the Central FIT Register.
- Using the current Tariff Codes and rates published by Ofgem.

We'll let you know if there's a change to any of the information we use to calculate your FIT Payments, and your FIT Payment will change to reflect this.

If we've received valid Meter Readings at the right time, we'll send FIT Payments to you (or to your Nominated Recipient) approximately seven weeks after the end of each quarter, using the payment method details shown on your FIT Plan.

If you don't think a payment statement is right, please contact us immediately and we'll try our best to sort it out with you.

If Ofgem tells us that you've been suspended or removed from the Central FIT Register, we'll stop making FIT Payments until Ofgem tells us otherwise.

If we, you or Ofgem make a mistake that means you don't get your quarterly FIT Payment, or you get less than you should have, we'll increase your next FIT Payment in order to reimburse you.

We can also reduce, withhold or recoup FIT Payments if you, we or Ofgem have made a mistake in relation to the FIT Scheme, or if Ofgem identifies abuse of the scheme.

We can reduce, recoup or withhold FIT Payments if you are involved in the abuse of the FIT Scheme and this has been registered on the Central FIT Register.

VAT is not applicable to Generation Payments.

For domestic customers and organisations that are VAT exempt, VAT won't be included in Export Payments.

If you're a business that is VAT registered, VAT will be added at the appropriate rate to your Export Payments. You need to provide us with your VAT registration number. You agree to accept self-billing of your output tax. We'll provide details of output tax due by you on your Self Billing Invoice. You're responsible for declaring the output tax on the FIT.

8. INSTALLATIONS NOT CONNECTED TO THE ELECTRICITY NETWORK

If your installation doesn't export electricity to the Electricity Network, you won't be able to get any Export Payments under the FIT Scheme. You must sign the declaration in the application pack to say you understand this. If you don't, your application might be delayed.

9. OPTING OUT OF EXPORT PAYMENTS

You can switch to a market-based export payment from another supplier by opting out of getting Export Payments, as long as it's at least one year since your Start Date or the date you opted into receiving Export Payments from us.

We'll stop making Export Payments to you from the date you ask for, providing that it doesn't require us to act retrospectively. To make sure you're paid the right amount, you'll need to give us the relevant Meter Reading.

10. SELLING YOUR INSTALLATION

If you're planning to transfer ownership of the installation, you must contact us for an agreement form. Once you've sent us the completed form and we're happy with it, we'll update the Central FIT Register then write to you and the new owner to confirm the change has taken place. You must tell us at least one month before your planned change of ownership and give us the relevant Meter Readings on the date ownership changes.

If you want to nominate someone else to get your FIT Payments (a 'Nominated Recipient'), ask us for the appropriate agreement form. You'll still be responsible for giving us Meter Readings so the Nominated Recipient can get their regular FIT Payments.

To remove a Nominated Recipient from your FIT Central FIT Register account, you must tell us before you submit your Meter Reading for the next quarter or the Nominated Recipient will continue to receive the FIT Payments in that quarter.

11. CHANGES TO YOUR INSTALLATION

You must tell us if you make any changes to the installation, as this could affect your FIT Payments. If you don't and we find out about it later, Ofgem will take appropriate action and we can withhold, adjust and/or recoup FIT Payments so that you've had the right amount overall.

If the change to your installation affects your Generation Tariff rate, then the change takes effect from the date the change occurred. We'll update the Central FIT Register and send you a new FIT Plan.

If Ofgem changes the Central FIT Register to correct an error or because of a change in circumstances that affects this Agreement (for example, an Extension or changing your Nominated Recipient) we will send you a new FIT Plan to show the changes.

12. SWITCHING FIT SUPPLIER

If you're switching to us from another supplier, you:

- Authorise us to cancel your existing statement of terms or agreement with your present FIT supplier on your behalf.
- Allow us to ask for relevant information from your previous FIT supplier and share this information with relevant parties so we can carry out our responsibilities.
- Will give us Meter Readings on the Transfer Date.

If you want to cancel this Agreement and switch to another FIT supplier, we have a legal duty to help you. You must:

- Give us at least 28 days' prior written notice.
- Give us Meter Readings so we can calculate any outstanding FIT Payments due from/to you.
- Authorise us to give information about you to your new FIT supplier (including personal data under the Data Protection Act 1998).

13. KEEPING RECORDS

You must keep a record of all Meter Readings and all FIT Payments made to you for one year.

14. CHANGES TO THIS STATEMENT OF TERMS

If we make any changes to this Statement of Terms, we'll let you know in writing as soon as reasonably possible.

15. ENDING THIS AGREEMENT

You can end this Agreement with us at any time.

If you end it because you want to get FIT Payments from another supplier, this Agreement will finish on the date the Central FIT Register is updated and Ofgem tells us the changes have been made.

We may end this Agreement if you're in breach of any Specified Terms in this Agreement and Ofgem tells us they've removed you from the FIT Scheme.

We may also end this Agreement if the FIT Scheme is withdrawn or if it is substantially changed.

16. SELF-BILLING

If you're registered for VAT, you agree we can produce self-billed invoices for Export Payments. This means you won't also issue VAT or other invoices for payments due under the FIT Scheme. We and you agree to let each other know if either of us stops being VAT registered, changes their VAT registration number or transfers their business (or part of it) as a going concern. We agree to enter into a new self-billing agreement if our VAT registration number changes. We also agree to tell you if the issue of self-billed invoices will be outsourced to a third party.

17. MISCELLANEOUS

This Statement of Terms is governed by the laws of England and Wales for services provided in England and Wales, and by the laws of Scotland for services provided in Scotland. Nothing in it affects your statutory rights.

If you have any issues with the FIT Scheme, please get in touch right away and we'll work with you to sort them out.

This Agreement is completely separate from any supply agreement you might have with us, and any charges for electricity supply.

18. LIMITATION OF LIABILITY

We don't limit or exclude liability for death or personal injury caused by our negligence, or for fraud.

We'll only be liable for loss or damage which is a reasonably foreseeable consequence of our breach of this Agreement up to a maximum liability of £10,000 in any calendar year. Neither you nor we will be liable to the other for any loss or damage which is indirect, consequential, economic or financial including loss of profit, revenue, goodwill, business, contract or wasted expenses.

19. DATA PROTECTION

We and Ofgem will use information we have about you, your installation and any Nominated Recipient to administer your participation in the FIT Scheme. This includes reporting and auditing. Please see our privacy policy at www.ovoenergy.com/privacy-policy for a full statement on how we'll use your personal data.

We might monitor or record phone calls to help with training our staff.

20. COMPLAINTS

If we've done something wrong, we'll try and sort things out the very first time you get in touch. So we can put things right (and stop it happening again), tell us what's up, and

we'll look into it straight away. See www.ovoenergy.com/help-info/complaint/ for our full complaints procedure and how to contact us.