

Feed-In Tariff (FIT) Statement of Terms

This FIT Statement of Terms for the provision of Generation and Export (where applicable) Feed-in-Tariffs by OVO Electricity Limited (trading as Southern Electric, Scottish Hydro, SWALEC, Atlantic and SSE) shall apply along with the Government Tariff Level Table, Welcome Letter and other terms specific to each Generator.

Contents

1. Definitions.....	3
2. General/Eligibility	8
3. FIT Payments.....	12
4. Export.....	15
5. Meters.....	16
6. Switching from another FIT Supplier	18
7. Moving Home	19
8. Termination	19
9. Variation	20
10. Transfer of Information/Charges	20
11. Our Duties to You.....	21
12. Complaints Procedure.....	21
13. Assignment.....	21
14. Enforcement of Rights.....	22
15. Limitation of Liability.....	22
16. Notices	22
17. Use of Personal Information	22
18. Governing Law	23
19. Emergencies and Safety - Electricity	23
20. National Terms of Connection	23
21. Further Information	23

1. Definitions

“Accredited FIT Installation” means the equipment owned by the Generator that has been installed by an approved installer either through the MCS or the ROO-FIT Scheme.

“Address” means the address at which Your FIT Generation Installation is located;

“Application Date” means the date We receive your written request for MCS-certified Registration which shall include a minimum of: (i) your name and address; (ii) the MCS Certificate; and (iii) details of the Site of the MCS-certified Installation;

“Authority” means the Office of Gas and Electricity Markets a non-ministerial government department and governed by the Gas and Electricity Markets Authority;

“Automatic Meter Readers” are devices consisting of three components:

- a) The meter
- b) A means of storing data
- c) A means of communicating data

that allow a FIT Generator to monitor the amount of electricity that is generated and where applicable, the amount of electricity exported, without having to visit the site.

“Balancing and Settlement Code” means the legal document that defines the rules and governance for the balancing mechanism and imbalance settlement processes of electricity in Great Britain.

“Central FIT Register” is the register maintained by the Authority containing details of all FIT Generation Installations;

“Commissioned” means, in relation to an Eligible Installation, that:

- a) such procedures and tests have been completed as constitute, at the time they are undertaken, the usual industry standards and practices for commissioning 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) is connected to Plant, such that the whole of its maximum output could be used in a permitted way;

“Commissioning Date” is the date from which an installation is considered to be “Commissioned” as above.

“Community Energy Installation” means an Eligible Installation which is wired to provide electricity to a building which is not a dwelling; and in relation to which the FIT generator is a Community Organisation;

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

“Confirmation Date” means the date on which Your Eligible Installation is entered onto the Central FIT Register by the Authority;

“Declared Net Capacity” means the maximum capacity at which the installation can be operated for a sustained period without causing damage to it, less the amount of electricity that is consumed by the Plant;

“Decommissioned” means, in relation to an Eligible Installation, all components of generating equipment have been removed and suitable evidence provided;

“Deemed Export” means the amount of electricity that is estimated to be exported based on the percentage defined by the Authority;

“Deployment Cap” means a limit on the number of Eligible Installations, Commissioned on or after the 15 January 2016, registering for FIT;

“DNO” means Distribution Network Operator;

“Electricity Distributor” means the licensed operator of the distribution system to which Your Address is

connected;

“Eligibility Date” means:

- a) before 15 January 2016, the date as regards a particular Eligible Installation from which eligibility for FIT Payments commences which, unless the FIT Order provides otherwise, shall be the later of:
 - (i) the date (as applicable) of:
 - A. receipt by the Authority of a FIT Generator’s written request for ROO-FIT Accreditation in a form acceptable to the Authority; or
 - B. receipt by a FIT Licensee of a FIT Generator’s written request for MCS-certified Registration, which must include a completed application form, proof of identity and all relevant supporting documents, accompanied by an MCS Certificate for the installation;
 - (ii) the date on which the installation is Commissioned; or
 - (iii) 1st April 2010; or
- b) on or after 15 January 2016, the date an Eligible Installation becomes eligible for FIT Payments which, unless the FIT Order provides otherwise, shall be:
 - (i) if an application is received within the Pause:
 - A. for installations Commissioned before 15 January 2016, the Eligibility Date will be 8 February 2016 and the installations will be defined as a Transitional Application.
 - B. for installations Commissioned on or after 15 January 2016, the Eligibility Date will be the later of 8 February 2016 or the start of the Deployment Cap period the installation falls into.
 - (ii) from 8 February 2016 for any new installations that apply for FIT, the Eligibility Date will be the later of:
 - A. Application Date to Us; or
 - B. the start of a Deployment Cap period that the installation falls into “Eligibility Period” means the maximum period during which a Generator can receive FIT Payments for a particular Eligible Installation as set out in the table in the Government Tariff Level Table;

“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);

“Eligible Low-Carbon Energy Source” means the following sources of energy or technology:

- a) anaerobic digestion, as defined in the FIT Order;
- b) hydro generating station, as defined in the FIT Order;
- c) combined heat and power with an electrical capacity of 2kW or less;
- d) solar photovoltaic;
- e) wind; and
- f) technologies identified in Schedule 41(5) of the Energy Act 2008;

“EPC” means an energy performance certificate, being a report undertaken by an EPC Assessor which assesses the energy efficiency of an Eligible Installation;

“EPC Assessor” means an approved member of an accredited Scheme who has demonstrated evidence of their qualification and competence by meeting National Occupational Standards;

“EPC Exemption Notification” means a letter on headed paper from an EPC Assessor containing the standard text from the Ofgem Suppliers guidance. No other forms of exemption notification are acceptable to the Authority

“EPC Inspection” means an inspection undertaken by an approved EPC Assessor to determine whether the

Eligible Installation is to receive an EPC or an EPC Exemption Notification;

“EPC Requirement” means a valid EPC dated within the last 10 years, containing the correct Installation address information with a level of:

- a) D or above for solar photovoltaic Installations of a capacity up to 250kW; or
- b) G or above for Community Energy Installations and School Installations;

“Export Meter” is a meter which measures the quantity of electricity You have exported from Your FIT Generation Installation;

“Export Meter Reading” means meter readings taken from Your Export Meter calculating how much electricity You have exported to the grid from Your FIT Generation Installation.

“Export Payment” means the sum paid to the FIT Generator or Nominated Recipient, as applicable, by a FIT Licensee, for FIT Export in any period, calculated by reference to the Export Tariff and Export Meter Reading or Deemed Export Reading.

“Export Tariff” means the payment rate per kilowatt hour (kWh) for FIT Export from an Accredited FIT Installation as set out in the FIT Payment Rate Table at Annex 2 of Schedule A to Standard Condition 33 of the Electricity Supply Licence;

“Extension” means an extension to an Accredited FIT Installation where the installed capacity is of the same energy or technology source and at the same Site.

“FIT Generation Installation” has the meaning given to it in clause 2.8.1;

“FIT Licensee” means a Licensed Electricity Supplier that is either mandated to or voluntarily complies with the FIT Order and who administers the FIT Scheme on behalf of Ofgem;

“FIT Order” means the orders made in accordance with sections 41(1), 43(3)(a), 45(3) and 104(2) of the Energy Act 2008 including but not limited to The Feed-in Tariffs (Amendment) (No.3) Order 2015;

“FIT Payments” means, as applicable, the Generation Payments and/or Export Payments and paid in accordance with section 3 of this document;

“FIT Scheme” means the Feed-In Tariff Scheme by which payments are made to MCS or ROO-FIT accredited Installations, it covers the installation of Solar photovoltaic (solar PV), Wind, Micro combined heat and power (CHP), Hydro and Anaerobic Digestion (AD) Installations;

“Generation Meter” is a meter which measures the quantity of electricity You have generated from Your FIT Generation Installation;

“Generation Meter Readings” means meter readings taken from Your Generation Meter calculating how much electricity You have generated from Your FIT Generation Installation;

“Generation Payment” means the sum paid to the FIT Generator or Nominated Recipient, as applicable, by a FIT Licensee, for FIT Generation in any period, calculated by reference to the Generation Tariff and Generation Meter Reading.

“Generation Tariff” means the payment rate per kilowatt hour (kWh) of electricity generated by an Accredited FIT Installation as set out in the FIT Payment Rate Table the Government Tariff Level Table, applicable at the Confirmation Date;

“Generator” means You;

“Government Tariff Level Table” means the table displaying the Government set of FIT Generation and/or Export Payments for FIT Generation Installations, or any Government guided tariffs thereafter, as provided by Us;

“Grant” means funding from, or on behalf of a Public Authority in relation to the cost of purchasing or installing the FIT Generation Installation;

“MCS” means the Microgeneration Certification Scheme, a Scheme to administer the installation of microgeneration installations below 30kW Total Installed Capacity;

“MCS Certificate” means the paper or electronic certificate indicated that the Eligible Installation is approved as an MCS-certified Installation;

“MCS-Certified Installation” means an Eligible Installation using an MCS-FIT technology which has been recognised by MCS or equivalent as satisfying relevant equipment and Installation standards;

“MCS-Certified Registration” means the process whereby an Eligible Installation confirmed as an MCS-certified Installation is entered onto the Central FIT Register by the Authority;

“MCS Installer Database” means the database managed by Gemserv to administer the installation and accreditation of MCS-certified Installations;

“Meter Operator (MOP)” means the organisation responsible for installing and maintaining electricity and gas meters;

“MPAN” means the Meter Point Administration Number that allows the electricity supply point to be uniquely identified in Great Britain;

“National Occupational Standards (NOS)” means the statements of the standards of performance individuals must achieve when carrying out functions in the workplace, together with specifications of the underpinning knowledge and understanding;

“New Build” means an Installation with a Total Installed Capacity up to 4kW, installed on a newly constructed building before first occupation;

“Nominated Recipient” means a person appointed by You to receive FIT Payments on Your behalf and recorded as such on the Central FIT Register in respect of a FIT Generation Installation owned by You;

“Non-Relevant Building” a building which is not a Relevant Building;

“Other Installation” means an Installation with a Total Installed Capacity greater than 4kW and not stand-alone (also classed as a “Standard Installation”);

“Pause” means the temporary cessation of the FIT Scheme between 15 January 2016 and 7 February 2016 (inclusive) during which no applications received could be registered;

“Permitted Grant” means a Grant which was made (where “made” means the date the offer of a Grant is accepted by the recipient):

- a) before 1 April 2010 in respect of costs of a FIT Generation Installation which was Commissioned before 15 July 2009; or
- b) before 1 April 2010 in respect of costs of a FIT Generation Installation on a residential property which was Commissioned between 15 July 2009 and 31 March 2010; or
- c) in respect of the reasonable additional costs of an Installation to avoid or mitigate environmental harm, where the amount of the Grant is equal to or less than the amount of those costs.

“Plant” means any equipment, apparatus or appliance;

“Pre-Accreditation” means an application to the Authority for solar photovoltaic and wind systems of 50kW and above or any anaerobic digestion or hydro Installation to receive Accreditation prior to Installation and which are subject to Deployment Caps;

“Public Authority” means any body or person that may distribute funds on behalf of a UK Government Department, Local or Regional Councils, organisations distributing money on behalf of the Government or the EU, European Governments or The National Lottery.

“Queueing System” means once a Deployment Cap is reached new applications that do not fall into the previous Deployment Cap will be held in a queue until the next Deployment Cap becomes available;

“Relevant Building” means that the building is a roofed construction with walls, and for which energy is used to condition the indoor climate;

“Retro Fit” means an Installation with a Total Installed Capacity up to 4kW, installed on a building which is already occupied;

“ROO” means the Renewables Obligation Order 2009 and Renewables Obligation (Scotland) Order 2009 (and any amendments)

“ROO-FIT” means any Installation over 30kW Total Installed Capacity that is accredited under the Renewables

Obligation Order 2009 and Renewables Obligation (Scotland) Order 2009 (and any subsequent amendments);

“Schedule” means the payment schedule that We will provide.

“School Installation” means an Eligible Installation which is wired to provide electricity to a building which is used as the premises of a qualifying Educational Institution and in relation to which the FIT Generator is the education provider which owns that building or is responsible for the management of that institution;

“Site” means the physical location of the Eligible Installation, defined by the MPAN of the meter measuring the supply of electricity to the premises at which the Installation is located, address of the premises at which the Installation is located, the Ordnance Survey grid reference at which the Installation is located or any other factors the Authority considers relevant;

“Small Scale Low Carbon Generation” means the use, for the generation of electricity, of any Plant which, in generating electricity, relies wholly or mainly on an Eligible Low-Carbon Energy Source and the Total Installed Capacity of which does not exceed the specified maximum Declared Net Capacity;

“Stand-alone” means:

- a) for Installations with a tariff date before 1 May 2013):
 - (i) solar photovoltaic not attached to a building and not wired to provide electricity to an occupied building; or
 - (ii) solar photovoltaic with Total Installed Capacity of 4kW or less, where attached to or wired to provide electricity to a new building before first occupation and Solar photovoltaic with Total Installed Capacity of 4kW or less, where attached to or wired to provide electricity to a building which is already occupied; or
- b) for Installations with a tariff date on or after 1 May 2013 but before 1 July 2015:
 - (i) solar photovoltaic (not wired to provide electricity to a building); or
 - (ii) solar photovoltaic with Total Installed Capacity not exceeding 4kW, wired to provide electricity to a new building and solar photovoltaic with Total Installed Capacity not exceeding 4kW, wired to provide electricity to an existing building; or
- c) for Installations with a tariff date on or after 1 July 2015 which is not an Extension to an existing Accredited FIT Installation:
 - (i) solar photovoltaic (not wired to provide electricity to a building); or
 - (ii) solar photovoltaic which follows the ROO-FIT Accreditation process and applies to an Installation with a Total Installed Capacity greater than 250 kW is wired to provide electricity to a building (or buildings) then the maximum amount of electricity must be identified that can be either:
 - A. carried via import connection(s); or
 - B. used by any Plant wired to, any building or building(s) to which the Installation is also wired to provide electricity

where the amount of electricity identified in A or B is less than 10% of the Installation’s Declared Net Capacity, the Installation is ‘stand-alone solar photovoltaic’

“Storage” mean any system or method of storing the electricity that Your Installation generates for local use.

“Supplier” means the company that holds a license from the Authority to supply electricity in Great Britain.

“Suppliers Guidance” means the guidance issued by the Authority to Licensed Electricity Suppliers to aid their administration of the FIT Scheme, it is available at:

<https://www.ofgem.gov.uk/environmental-programmes/fit/electricity-suppliers/fit-licensees>

“Tariff Date” means:

- a) in relation to an Eligible Installation for which the method of determining the Tariff Date is specified in the FIT Order, the date determined in accordance with the FIT Order;
- b) in relation to any other Eligible Installation, the Eligibility Date; or

c) in relation to Community Energy Installations and/or School Installations, the date on which a correctly made application for pre-registration is received by the Authority;

“Tariff Lifetime” means as set out in the Government Tariff Level Table;

“Tariff Rate” means the amount of payment due for each kWh generated as set out in the Government Tariff Level Table.

“Total Installed Capacity” means the maximum capacity at which the Installation can be operated for a sustained period without causing damage to it, a declaration of which is submitted as part of the processes of ROO-FIT Accreditation and MCS-certified Registration;

“Transitional Application” means an application received after the 15 January, but before 31 March 2016, where an Eligible Installation was Commissioned prior to this date;

“Transitional MCS Installation” means an Installation Commissioned prior to the 15 January with an eligibility date of the 8 February 2016 and which will not be counted towards any Deployment Cap;

“Us” or “We” means OVO Electricity Limited (with company number 06858121) and having its registered office at 1 Rivergate, Temple Quay, Bristol BS1 6ED; and

“You” means the owner of the FIT Generation Installation (and “Your” shall be interpreted accordingly).

2. General/Eligibility

- 2.1. By accepting this statement of terms, You agree that the information You provide Us with is complete and accurate and that You are not and will not be in receipt of any Grant(s) from a public authority relating to Your FIT Generation Installation. If You are in receipt of such a Grant(s), please contact Us to discuss this further.
- 2.2. You are responsible for providing Us with the information and evidence relating to You and Your FIT Generation Installation requested by Us as soon as reasonably practical, including:
 - 2.2.1. any change to Your FIT Generation Installation
 - 2.2.2. any change of ownership of the FIT Generation Installation;
 - 2.2.3. if the Nominated Recipient for Your FIT Generation Installation changes; and
 - 2.2.4. quarterly meter readings from Your FIT Generation Meter, and if appropriate, Your FIT Export Meter;
 - 2.2.5. if You own or are a Nominated Recipient for any other FIT Generation Installation which is eligible for FIT Payments;
 - 2.2.6. any Extensions or reductions to Your FIT Generation Installation installed prior to 15 January 2016; or
 - 2.2.7. any change of ownership of the Site.
- 2.3. We may contact You periodically to ask You if any changes have been made to Your accredited microgeneration system. We will use a method of communication that is in keeping with any preference You may have expressed.
- 2.4. If You are applying as a Community Energy or School Installation in order to benefit from the recent changes to the FIT regulations You must notify Us as early as possible in Your application process.

- 2.5. The Supply MPAN will not be considered when completing the Site assessment where no more than two (2) installations with Eligibility Dates on or after 1 April 2015 share a Supply MPAN and where at least one (1) of the installations is owned or is to be owned by a Community Organisation.
- 2.6. From 8 February 2016 solar photovoltaic Installations and wind Installations over 50kW and all anaerobic digestion and hydro projects which apply for Pre-Accreditation will have the following validity periods:
 - 2.6.1. solar photovoltaic: six (6) months
 - 2.6.2. anaerobic and wind: twelve (12) months
 - 2.6.3. hydro: twenty four (24) months
- 2.7. Community Energy Installations of any sources of energy or technology which apply for preliminary ROO-FIT Accreditation on or after 1 April 2015 will have a six (6) month extension to their validity period. The new validity periods for Community Energy Installations from 1 April 2015 onwards will be:
 - 2.7.1. solar photovoltaic: twelve (12) months
 - 2.7.2. anaerobic and wind: eighteen (18) months
 - 2.7.3. hydro: thirty (30) Months
- 2.8. To remain eligible for the FIT:
 - 2.8.1. You must operate a:
 - a) ROO-FIT Accredited Installation including any hydro or anaerobic digestion system; or
 - b) MCS-certified Installation solar photovoltaic generating system with a Declared Net Capacity of 50kW or less; or
 - c) MCS-certified Installation wind generating system with a Declared Net Capacity of 50kW or less; or
 - d) MCS-certified Installation micro combined heat and power generating system with a Total Installed Capacity of 2kW or less

which the Authority has both determined is suitable for participation in FIT and entered into the Central FIT Register in accordance with the FIT Order (each a "FIT Generation Installation").
- 2.9. You shall confirm to Us whether You are in receipt of any Grants at any point throughout the duration of this agreement between Us.
 - 2.9.1. If You have received a Grant and this has been repaid in full applying for accreditation, You must declare 'Yes' when asked if You have received a Grant or the offer of a Grant as part of Your application. You must provide documentary evidence of the Grant being fully repaid.
- 2.10. A Generator shall be entitled to receive FIT Payments and retain a Grant only where:
 - 2.10.1. the Grant is a Permitted Grant; or
 - 2.10.2. the Authority is satisfied that the making of FIT Payments would be in accordance with a *de minimis* aid commission regulation.
- 2.11. For the purposes of clause 2.10 a "*de minimis* aid commission regulation" is where:

- 2.11.1. the Grant is made before 1 July 2011;
 - 2.11.2. the FIT Generation Installation was first Commissioned before 1 October 2011; or
 - 2.11.3. the Authority is satisfied that the making of FIT Payments in respect of the FIT Generation Installation would be in accordance with a *de minimis* European Commission regulation.
- 2.12. If You are an off-grid generator by agreeing to this statement of terms You hereby declare You fully understand that any electricity generated but not so used will not be eligible for FIT Payments.
- 2.13. If a FIT Generation Installation is off-grid and in receipt of a Grant and You wish to claim FIT Payments in accordance with the *de minimis* commission regulation, by agreeing to this statement of terms You hereby declare that the FIT Generation Installation is not an undertaking by virtue of carrying on any other economic activity and You do not sell any of the electricity it generates.
- 2.14. Only one person may be named as the FIT Generator.
- 2.15. You agree that the “Generating Equipment” You are using is new and has not been previously accredited under the FIT or ROO Scheme.
- 2.15.1. An Installation containing generating equipment other than a Generation Meter, which has previously been accredited under the FIT or ROO Scheme, is not eligible for the FIT Scheme.
 - 2.15.2. Where the Authority has reason to believe that any generating equipment has formed part of an Installation previously accredited under the FIT or ROO Schemes, the Installation will not receive FIT accreditation.
 - 2.15.3. For the purposes of this clause 2.15 the term “Generating Equipment” shall have the meaning given at <http://www.ofgem.gov.uk/FITs>
- 2.16. You must retain (or ensure that Your Nominated Recipient retains) for a period of one (1) year (the “Period”):
- 2.16.1. all meter readings (including all Export Meter Readings and all Generation Meter Readings) taken from Your Export Meter and/or Generation Meter; or
 - 2.16.2. all meter readings (including all Export Meter Readings and all Generation Meter Readings) which are supplied to Us by You;
- The Period will commence on the date the meter readings in 2.16.1 are taken or the meter readings in 2.16.2 are supplied.
- 2.17. You must retain (or ensure that Your Nominated Recipient retains) the details of all FIT Payments made to You by Us for a period of one (1) year from the date a FIT Payment is made.
- 2.18. If Your FIT accredited equipment is moved and then returned to the same address, without any modifications being made to the Installation it is possible this will not affect the FIT accreditation (for example if the roof is being replaced). The Installation must be composed of the same equipment, located at the same address and have the same grid connection as it had at the time of accreditation.
- 2.18.1. You cannot claim FIT Payments whilst the work is taking place, as Your Installation would not be generating any power.
 - 2.18.2. All changes made to a FIT accredited Installation will be assessed on a case-by-case basis. We cannot provide a formal view until the work has been fully completed. We may need to consult the Authority for guidance on a case-by-case basis.

- 2.18.3. You must notify Us if part of the capacity is rewired from one Accredited FIT Installation to connect to the grid through a different Supply MPAN, or the Supply MPAN of another accredited Installation using the same sources of energy or technology. The capacity that has been rewired will be determined as being removed from the original Site and will no longer be eligible for FIT Payments.
- 2.18.4. If Your FIT accredited equipment is modified, for example by increasing the capacity, consideration will be given to how the changes impact on the eligibility of the Installation. This may affect Your FIT Payments.
- 2.18.5. Any Extension, Commissioned prior to 15 January 2016, will require a new MCS Certificate.
- 2.18.6. An Extension Commissioned on or after 15 January 2016 will not be eligible under the FIT Scheme.
- 2.18.7. An Installation Commissioned before 15 January 2016 must have applied for registration with Us or another FIT Licensee before 31st March 2016, if the Installation did not apply prior to this date it will be ineligible to receive FIT payments notwithstanding any outcome of such application.
- 2.19. If You install any Storage to Your system You must inform Us of this as soon as practically possible. We require a Single Line Diagram from You detailing how the Storage fits into Your system, We will then ask the Authority to assess your continued compliance with the FITs Scheme.
- 2.20. Within Your application for FIT You must declare that the DNO has been notified and that the Installation has been connected to the grid. Your installer must send this in the form of a G83 to the DNO.
- 2.21. Where an Installation has been Decommissioned and all components of generating equipment have been removed We must receive appropriate evidence. We will request evidence to satisfy ourselves that the Installation has been Decommissioned and that the equipment has not been re-used for another Installation at that Site (or any other Site).
- 2.22. Where an Installation that is registered on the Central FITS Register has its generating capacity reduced We must be informed so that the Total Installed Capacity and Declared Net Capacity can be updated. As the Installation's eligibility has already been assessed, the tariff rate will remain as it is and will not be recalculated based on the reduced capacity.
- 2.23. Where an application is received for an Installation Commissioned on or after the 15 January 2016, the ability to register the Installation and assign an Eligibility Date will be subject to Deployment Caps.
- 2.24. It is the responsibility of the Authority to monitor the number of new Installations that have been Commissioned and registered on the MCS-certified Installation database registered as a ROO-FIT or that have applied for Pre-Accreditation.
- 2.25. We will be notified by the Authority when a Deployment Cap is reached. On receipt of such notification from the Authority We will be unable to assign an Eligibility Date until at least two (2) weeks after the Commissioning of the Installation / issue date of Your MCS Certificate.
- 2.26. If a Deployment Cap is reached We can still accept applications, but We will be unable to proceed with registration until the next available Deployment Cap is open. The application will enter into a Queuing System and We will notify you of the date when the Deployment Cap is open.
- 2.27. We will use the date and time stamp (to the second) of your MCS Certificate to determine if We are able to proceed with Your registration. You will need to provide the original version of Your MCS Certificate to accurately assess if the Installation has been affected by a Deployment Cap. If You are unable to provide a copy of this Certificate then You must supply the reference number of your Certificate for Your application to be considered valid and for Us to proceed with registration. We will use the number You provide to access the details of Your MCS Certificate on Your behalf via an audit function within the MCS Installer Database.

- 2.28. For ROO-FIT applications, it is the responsibility of the Authority to validate if a Deployment Cap has been reached before it assigns an Eligibility Date.
- 2.29. From the 15 January 2016, for single site solar photovoltaic Installations with an installed capacity of up to 250kW, the EPC Requirement must be fulfilled prior to the commissioning of an Installation, to receive the higher tariff price.
- 2.30. For Multi-Site installations, the EPC Requirement must be met prior to the commissioning of an Installation to obtain the middle tariff price.
- 2.31. For systems Commissioned prior to 15 January 2016 the EPC certificate date must be on or before the Eligibility Date.
- 2.32. For systems Commissioned between 15 January 2016 and 9 May 2016, the EPC certificate date must be on or before the commissioning date of the Installation.
- 2.33. For systems Commissioned on or after 10 May 2016, the EPC Certificate date must be before the commissioning date of the Installation
- 2.34. If the EPC requirement has not been met, the installation will only be eligible to receive the lower tariff price.
- 2.35. If the Installation is exempt from the EPC Requirement, an EPC Exemption Notification must be received prior to registration. For the purposes of clauses 2.29-2.34 of this document “lower tariff price”; “middle tariff price”; and “higher tariff price” have the meaning set out at: <https://www.ofgem.gov.uk/environmental-programmes/feed-tariff-fit-scheme>.
- 2.36. Once registered, you (or the Nominated Recipient) will only be paid from Generation Meter Readings on or after your Eligibility Date. It is the responsibility of the Generator to maintain a record of the meter readings from your Generation Meter whilst your eligibility is being assessed.

3. FIT Payments

- 3.1. Subject to the other terms of this statement of terms We will pay You the FIT Payments made by reference to data in the Central FIT Register on a quarterly basis. Your first payment will be made within the next billing cycle after You are entered onto the Central FIT Register if:
 - 3.1.1. Your FIT Generation Installation is within its tariff lifetime;
 - 3.1.2. You are not receiving a FIT Payment from any other energy supplier for Generation Tariff or Export Tariff;
 - 3.1.3. You continue to comply with this this statement of terms; and
 - 3.1.4. You provide Us with
 - 3.1.4.1. Valid quarterly Generation and/or Export Meter Readings and
 - 3.1.4.2. In line with the Schedule that We supply, payments are made quarterly in arrears, if Reads are supplied outwith this Schedule the read will be carried forward to the following quarterly period
- 3.2. You may nominate a Nominated Recipient by providing Us with written confirmation of such, who may (in addition to receiving FIT Payments on Your behalf):

3.2.1. receive communications relating to Your FIT Generation Installation;

3.2.2. provide Us with Generation and/or Export Meter Readings;

although You will remain responsible for Your obligations under this statement of terms as if there were no Nominated Recipient and You undertake to make any such Nominated Recipient aware of any variation to this statement of terms in accordance with clause 9 of this document.

3.3. Your FIT Payments will be calculated from the date of Your first meter reading(s) which cannot be earlier than the Eligibility Date.

3.4. If You have a registered migrated ROO Installation and intend to participate in the FIT Scheme You shall only be entitled to accrued payments for a period of six (6) months between Your Eligibility Date and the date on which You are registered on the Central FIT Register.

3.5. FIT Payments will be based on the Generation Meter Readings You provide to Us and the data from the Central FIT Register applicable to Your FIT Generation Installation. You will provide Us with Generation Meter Readings on a quarterly basis by:

3.5.1. email; or

3.5.2. using our online meter reading form; or

3.5.3. post (to the addresses in clause 16); or

3.5.4. by phone (on 0345 076 7634).

3.6. If You fail to provide Generation Meter Readings within the required timescale, or if the Generation Meter Readings fail validation by Us, Your FIT Payments for that quarter will be carried over to the next quarter for which We receive a fully updated valid Generation Meter Reading within the required timescale.

3.6.1. If You have twenty-five (25) or more Installations, to ensure all Installations are paid within a billing quarter, all Generation Meter Readings and/or Export Meter Readings must be submitted on the same date.

3.6.2. If the Generation Meter Readings and/or Export Meter Readings are not provided, no payment will be made for the Installation until the following billing quarter, provided up-to-date Generation Meter Readings and/or Export Meter Readings are given at that time.

3.6.3. If no Generation Meter Readings and/or Export Meter Readings are provided We will not send you a statement.

3.7. If You submit remittance slips to an area of SSEs business that require justification across multiple accounts and this justification leaves Your FIT account in debt section 3.13 of this statement of terms will apply.

3.8. We reserve the right to withhold FIT Payments due to You if We are instructed to do so by the Authority.

3.9. You must inform Us of any Installations, including any Extensions, which may affect the eligibility and capacity calculation of a FIT Generation Installation. Failure to notify Us may result in suspension of FIT Payments whilst We investigate. Any overpayment identified if You fail to inform Us of an ineligible Extension will be dealt with as per section 3.13 of this statement of terms.

3.10. If You have several Generation Installations that share a meter, FIT payments due to You will be pro-rated based on the Total Installed Capacity of each eligible FIT Generation Installation.

3.11. If You extend a FIT Generation Installation and the Extension was Commissioned:

- 3.11.1. before 18 October 2011:
- a) within 12 months of the date that Your FIT Generation Installation was entered onto the Central FIT Register then such an Extension will be treated as part of the original FIT Generation Installation in accordance with the Authority's Supplier Guidance document and as such the tariff rate You are eligible for will be updated; or
 - b) more than 12 months from the date that Your FIT Generation Installation was entered onto the Central FIT Register then such an extension will be treated as a separate FIT Generation Installation (except when determining a Total Installed Capacity); or
- 3.11.2. on or after 18 October 2011 and until 14 January 2016 using the same technology as the original Installation then such Extension will be treated as a separate FIT Generation Installation (except when determining a Total Installed Capacity) and the Extension will have its own eligibility period and tariff rate. The Eligibility Date will be based on the FIT Generation Installation's Commissioning Date. The tariff rate will be based on combined capacity of the extended Installation.
- 3.11.3. on or after the 15 January 2016, any Extension Commissioned, will not be eligible to receive any payments under the FIT Scheme. You must inform Us if You commission an Extension to an Eligible Installation as per section 3.9 of this statement of terms.
- 3.12. In circumstances where two (2) different sources of energy or technology share the same Generation Meter Readings, generation will be pro-rated between the Installations in proportion to their Total Installed Capacity. This should be applied to all generation from the Generation Meter Reading captured on the Extensions Eligibility Date (this shall also apply in the case of Export Meters). If any of the Installations are not eligible for FIT Payments, the Generation Tariff and/or Export Tariff will be pro-rated. FIT Payments will only be made for the Installations that are eligible for the FIT Scheme.
- 3.13. If there has been an error made by Us, You or the Authority which has resulted in You receiving one or more FIT Payment(s) in excess of Your entitlement, We may either:
- 3.13.1. reduce Your next FIT Payment to recover the excess; or
 - 3.13.2. request that You repay the excess within 2 billing quarters; or
 - 3.13.3. withhold further FIT Payments as appropriate to recover the excess to a maximum of two quarters. If the payment is expected to exceed two quarters 3.13.2 will apply.
- 3.14. Your individual circumstances and Your ability to pay will be considered. We will discuss different payment options available to You.
- 3.15. If there has been an error made by Us, You or the Authority which has resulted in You receiving FIT Payments below Your entitlement We will credit Your next FIT Payment to reimburse You.
- 3.16. We will be entitled to reduce, recoup or withhold FIT Payments if You are involved in abuse of the FIT Scheme and this has been registered on the Central FIT Register.
- 3.17. If Your FIT Generation Installation is not connected to the electricity grid You declare that it is Your intention to use all electricity generated by Your FIT Generation Installation and that You fully understand that any electricity generated but not so used will not be eligible for Export Payments.
- 3.18. If You dispute a FIT payment please contact Us immediately and We will work with You to try and resolve the issue.
- 3.19. Your **Tariff Rate** will be assigned with reference to data held within the CFR, if we discover that the **Tariff Rate** we have informed You of is incorrect through error by You, Us or the Authority we will issue a new contract to You with the correct **Tariff Rate**. Should an overpayment be identified then section 3.13 of this

statement of terms will apply. Should an underpayment be identified then section 3.15 of this statement of terms will apply.

- 3.20. **When considering the impact of the incorrect Tariff Rate Your individual circumstances and Your ability to pay will be considered.**
- 3.21. FIT **Tariff Rates** may increase and decrease with inflation based on the Retail Price Index (“RPI”). Please refer to the Authority’s Supplier Guidance document, for confirmation of the date RPI will become applicable.
- 3.22. Your payment will be made based upon the applicable **Tariff Rate** and the Generation Meter Readings provided to Us. It will be calculated to two decimal places. The systems we use to calculate Your payments will round a payment down to the nearest penny. We will not make adjustments for these fractional losses.

4. Export

- 4.1. This clause will only apply if You request to register to export Your generated electricity.
- 4.2. If Your Total Installed Capacity is more than 30kWh You must have a half hourly Export Meter to be eligible for Export Payments.
- 4.3. If You have any form of non-half hourly Export Meter which is Commissioned and registered under the Balancing and Settlement Code (whether Your Total Installed Capacity is more than 30kW or not), You must give Us quarterly Export Meter Readings in accordance with clause 3.5.
- 4.4. If Your Total Installed Capacity is 30kWh or below and You do not have an Export Meter, the amount You export will be:
 - 4.4.1. 50% of the Generation Meter Reading for solar photovoltaic, wind, micro-combined heat and power, anaerobic digestion; and
 - 4.4.2. 75% of the Generation Meter Reading for hydro.
- 4.5. If Your Total Installed Capacity is 30kW or below and You would like to meter Your Export then You must contact Us to arrange for an Export Meter to be fitted at Your property. Similarly, if Your Total Installed Capacity is 30kW or below and Your Export is Grid Restricted by Your local DNO please contact Us to arrange for an Export Meter to be fitted at Your Property. If Your Total Installed Capacity is over 30kW but You are grid restricted by Your local DNO to less than 30 kW of Export You should contact Us to arrange for an Export Meter to be fitted at your property.
 - 4.5.1. If You choose to have an Export Meter fitted at Your property we will require You to provide Export Meter readings on a quarterly basis in addition to providing quarterly Generation Meter Readings in accordance with clause 3.5. If You fail to provide these readings We will not send you a statement of Your account.
- 4.6. If Your Installation has a Total Installed Capacity of greater than 30kW and You decide to be paid for export You will be required to arrange a half hourly export contract with Your chosen Meter Operator (MOP). Your meter must be fully registered under the Balancing and Settlements Code and there will be ongoing financial costs associated with the management of Your Installation for which you will be liable.
- 4.7. If Your system is over 30kW and You have chosen to opt in for export Your half hourly export MPAN must be registered with Us to ensure Export Payments can be made.

- 4.8. Exporting will not affect Your right to claim FIT Payments for Your eligible FIT Generation Installation.
- 4.9. We will make Export Payments calculated using the Export Tariff based on the quantity of export measured by Your method of export measurement in accordance with clauses 4.2 and 4.3 until the earlier of:
 - 4.9.1. we receive notice from You that You no longer wish to export from a date in the future and such notice is not cancelled before that date; or
 - 4.9.2. this statement of terms is terminated.
- 4.10. If You are not VAT registered We will make Export Payments to You exclusive of VAT.
- 4.11. You are required to notify Us if You are VAT registered. As a purchaser of exported electricity We will make Export Payments without VAT unless You send Us a valid VAT invoice
- 4.12. If You have selected either 'Opt In' or 'Opt Out', it is a requirement of the Balancing and Settlement Code that You must have a "Half Hourly" Export Meter installed before You are eligible to receive Export Payments. If You have selected 'Opt In' We will contact You once We receive Your application to provide You with further information on what You need to do to arrange for this. If You have selected 'Opt Out' You agree to contact the supplier that You have negotiated Your export rate with.
- 4.13. If You have a "Half Hourly" Import meter then You must contact Us to arrange for a "Half Hourly" Export meter to be fitted.
- 4.14. If You opt in to receive Export Payments from Us You will be unable to opt out and sell exported electricity on the open market, and vice versa, until at least the first anniversary of Your participation in the Scheme. After that date You shall be permitted to change Your selection to opt in or out, but no more than once every 12 months.
 - 4.14.1. Pursuant to 4.14 the anniversary of Your participation in the Scheme is defined as the later of:
 - a) one (1) year from Your Installation commissioning date;
 - b) one (1) year from the date You first applied for accreditation with Us or another FIT Licensee
 - c) one (1) year from the date Your Installation was first capable of exporting energy to the grid
- 4.15. Export Payments will only be made for Installations that are eligible for the FIT Scheme.
- 4.16. If You have metered export and You have a system exporting on site that is not eligible for FIT Payments, Your Export Payment will be pro-rated based on the eligible portion of the Total Installed Capacity on Site.

5. Meters

- 5.1. Your Generation and Export Meters (as applicable) must both comply with the terms of the following legislation (as amended):
 - 5.1.1. Schedule 7 to the Electricity Act 1989;
 - 5.1.2. Meters (Approval of Pattern or Construction and Manner of Installation) Regulations 1998;
 - 5.1.3. Meters (Certification) Regulations 1998;

- 5.1.4. Electricity (Approval of Pattern or Construction and Installation and Certification) (Amendment) Regulations 2002;
 - 5.1.5. Measuring Instruments (EC Requirements) (Electrical Energy Meters) Regulations 1995;
 - 5.1.6. Measuring Instruments (EC Requirements) (Electrical Energy Meters) (Amendment) Regulations 2002; and
 - 5.1.7. Measuring Instruments (Active Electrical Energy Meters) Regulations 2006.
- 5.2. If there are any changes to the metering equipment at Your property You must inform Us as soon as is reasonably practical to ensure continued compliance with this statement of terms.
 - 5.3. You must ensure that Your Generation Meter and (if applicable) Export Meter is located, where reasonable, in an accessible location, meets all current metering legislation, is protected, maintained in good working order and kept in safe condition. You must let Us know immediately if the Generation Meter and/or Export Meter gets interfered with or damaged. If You fail to do so Your FIT Payments may be suspended.
 - 5.4. We are required to verify Generation and Export Meter readings (where applicable) in person, at least once every two (2) years from the Confirmation Date. Any Generation or Export Meter reading(s) We obtain can be used to calculate Your FIT Payments.
 - 5.4.1. You will allow Us or any other person nominated by Us, access to the Generation and Export Meter (if applicable) at all reasonable times and at any time in an emergency. This is so We (or any person nominated by Us) can inspect, test and read the Generation or Export Meter for any purpose under this statement of terms. If We are unable to gain access to the Generation Meter and/or Export Meter then We may suspend Your FIT Payments. If we are unable to obtain a valid Meter Reading or Readings we will not send you a statement.
 - 5.4.2. We have the right to request a photograph to verify Your Generation Meter Readings and Export Meter Readings (where applicable). This photograph must display the Generation Meter and/or Export Meter serial number, the meter reading, along with proof of the date that the photo has been taken. The photograph of the Generation Meter and/or Export Meter is to confirm whether the meter has been misread or if there are any other discrepancies. Any request from Us for photographic verification of Your Generation and/or Export Meter readings does not remove the obligation at 5.4.1 for Us to physically verify Your Meter readings.
 - 5.5. You must notify Your import billing Supplier at the earliest opportunity if Your import billing meter shows signs of reversing when Your FIT Installation is generating.
 - 5.6. We reserve the right to render charges for reading or exchanging meters where excessive costs have been incurred through no fault of our own.
 - 5.7. Generation and/or Export Meters which serve more than one FIT Installation are permitted. Payments due to You will be pro-rated based on the Total Installed Capacity of each Eligible Installation.
 - 5.8. Compliant Automatic Meter Readers (“AMRs”) can be used for the purpose of biennial verification (two year meter read process). If it is deemed a compliant AMR is not present, to verify your Generation and/or Export Meter Readings as part of the biennial verification process, We will need to physically read your Generation and/or Export Meter(s).
 - 5.8.1. AMRs must be installed by an accredited installer, ideally at the same time as your full Installation.
 - 5.8.2. An AMR must consist of three components:
 - a) the Generation and/or Export Meter

- b) a means of storing data
 - c) a means of communicating data
- 5.8.3. the three (3) components should be linked by electrical wiring to allow data to pass safely and securely between the units. Failure or removal of any of these components will prevent the AMR from acting as a remote meter reading function.
- 5.9. We do not consider the use of AMRs that use impulse loggers, calibration LED pickups and other such sensors (which do not have intrinsically linked components) to reach the level of accuracy needed to provide accurate sources of data. Therefore, they will not be considered compliant FIT AMRs.
- 5.10. Compliant AMRs can be used to provide Generation Meter Readings and/or Export Meter Readings for payment purposes.

6. Switching from another FIT Supplier

- 6.1. If We take over Your supply of FIT Payments from another Supplier, You:
- 6.1.1. agree to cancel Your existing statements of terms or agreement(s) with Your present Supplier;
 - 6.1.2. allow Us to ask for information about You from Your previous Supplier and disclose this information to relevant parties to carry out Our responsibilities; and
 - 6.1.3. will give Us Generation Meter Readings and Export Meter Readings (where applicable) at the date in clause 3.3.
- 6.2. We have a duty to participate as required to facilitate the transfer of a Generator. If You inform Us that You wish to transfer and that You wish to cancel this statement of terms with Us, You:
- 6.2.1. must give Us at least 28 days prior written notice;
 - 6.2.2. will give Us Generation Meter Readings and/or Export Meter Readings for Us to calculate any outstanding FIT Payments due from/to You; and
 - 6.2.3. authorise Us to provide information about You to Your new Supplier, We will facilitate the transfer of Your FIT to Your new Supplier..
- 6.3. We have the right to object to a Generator transferring to another Supplier, if We have been unable to obtain any Generation Meter Readings and/or Export Meter Readings (where applicable) within a two (2) year period.
- 6.4. We have the right to object to the transfer if key information is missing. For example, if You have not had your meter verified as required. If both FIT Licensee's express no objections to the switch throughout the process You will be notified once the transfer is complete.
- 6.5. We have the right to object to the transfer if You have been overpaid and there is a balance that is still outstanding to Us.

7. Moving Home

- 7.1. If You move home or business and still wish to be the Generator or Nominated Recipient for the FIT Payment, it is Your responsibility to ensure that quarterly meter readings are submitted.
- 7.2. If You move home or business and wish for the new occupant to become the Generator or Nominated Recipient You must contact Us with the information required to enable Us to determine and/or validate the new Generator or Nominated Recipient's details and to update the Central FIT Register in accordance with clause 8.3 of this document.
- 7.3. If the previous owner is deceased and ownership is being transferred;
 - 7.3.1. to a Spouse; We will need to receive a copy of the death certificate along with a completed application form to transfer ownership;
 - 7.3.2. to a Relative or Beneficiary; We will need to receive a copy of the death certificate, a copy of the Grant of Probate confirming who the beneficiary is and a completed application form. If there is more than one beneficiary, We require written confirmation signed by all parties confirming who will become the owner and Generator of the system;
 - 7.3.3. through a house sale; We will need to receive a solicitor's letter confirming the sale of the property and that the panels were included as part of the sale. We will also require confirmation of who is responsible for the previous owners estate.
- 7.4. When We have received confirmation from the Authority that the Central FIT Register has been amended with the new Generator or Nominated Recipient's details, this statement of terms will end.
- 7.5. We are only obliged to pay the Generator or Nominated Recipient as named in the Central FIT Register. It is Your responsibility to agree ownership of the FIT as part of any house/business move in accordance with clause 8.3 of this document.

8. Termination

- 8.1. This statement of terms will be terminated (and You will cease to be eligible for FIT Payments from Us under this agreement):
 - 8.1.1. on the day You request, so long as You comply with the notice requirements of clause 6.2 of this document, and provided that:
 - a) on the day of termination, either another Supplier has started to provide FIT Payments in respect of the FIT Generation Installation or You have informed Us that the FIT Generation Installation has been disconnected;
 - b) You have provided Us with a Generation Meter Readings and/or Export Meter Readings (where appropriate); and
 - c) if We agree that no monies remain outstanding for longer than 28 days (where We sent You a statement before You gave notice); or
 - 8.1.2. on the date You are no longer the owner of the FIT Generation Installation, provided You give Us at least ten (10) working days prior written notice; or

- 8.1.3. on the date the FIT Generation Installation is no longer registered with the Authority, provided You give Us at least two (2) working days prior written notice. Otherwise it will terminate on the earlier of:
 - a) the second (2nd) working day after You have given Us written notice; or
 - b) the date that FIT Payments are supplied to You under a contract with another Supplier.
- 8.2. We may terminate this statement of terms (and You will cease to be eligible for FIT Payments from Us) automatically if:
 - 8.2.1. Your FIT Generation Installation is out of its eligibility period;
 - 8.2.2. Your FIT Generation Installation is accredited under the ROO;
 - 8.2.3. the capacity of Your Installation is greater than 5MW (5,000kW) (or more than 2kW in the case of micro combined heat and power Installation);
 - 8.2.4. You have been involved in the abuse of the FIT Scheme and this has been registered on the Central FIT Register; or
 - 8.2.5. the Authority informs Us that You have been suspended or removed from the Central FIT Register.
- 8.3. When ownership changes during the eligibility period of an Installation, the previous owner must inform Us as soon as is reasonably possible of the change. The new owner will also need to provide evidence of the change in ownership to Us, so this can be recorded and assessed.
- 8.4. Where ownership of an existing Accredited FIT Installation is disputed, the party disputing the ownership will need to provide evidence to support the claim to Us. On receiving evidence We will assess its validity against that provided during the application process.

9. Variation

- 9.1. We can vary this statement of terms in accordance with any change in law, regulation or the Central FIT Register.
- 9.2. If there is a change in circumstances relating to Your FIT Generation Installation which requires a change in this statement of terms We will inform You of any changes or new terms in your next statement.
- 9.3. If You change Your FIT Generation Installation for another FIT Generation Installation We shall treat it as a new application.

10. Transfer of Information/Charges

- 10.1. You agree that We may transfer any outstanding amounts, credit and information in connection with Your FIT Payments:
 - 10.1.1. from a previous FIT Supplier to Us;
 - 10.1.2. from Us to a new Supplier but We will be entitled to recover any outstanding amounts You owe.

- 10.2. You agree that We may use the information provided by You to Us pursuant to this statement of terms for administration, reporting and auditing purposes by Us and the Authority and for purposes relating to the FIT Scheme and other compatible purposes.

11. Our Duties to You

- 11.1. 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.
- 11.2. We will fulfil Our obligations under the FIT Scheme with reasonable care and skill.
- 11.3. If You want to change Supplier or We change Our prices for supplying electricity or any other charges We will not discriminate between You and Our other electricity supply customers without objective justification.

12. Complaints Procedure

- 12.1. If there is a complaint in relation to this statement of terms and/or service you have received from Us, please call Us on: 0345 076 7634. If Our adviser cannot help, please ask for a manager. If We cannot resolve the issue We will refer You to the next step in Our complaints and dispute resolution procedure. A copy of Our Complaint Handling Statement (CHS) can be found on Our website: sse.co.uk/helpandadvice/complaintsprocedure
- 12.2. If you remain dissatisfied, please write to Head of Customer Service, PO Box 7506, Perth PH1 3QR or send an email to headofcustomerservice@sse.com.
- 12.3. If you are still unhappy, or if 6 weeks have passed since you first registered your complaint You can contact the Ombudsman Services: Energy (who are an independent body approved by Ofgem to investigate complaints) on 0330 440 1624 email Enquiry@Ombudsman-Services.org, visit ombudsman-services.org or write to PO Box 966, Warrington, WA4 9DF.

13. Assignment

- 13.1. Subject to clause 13.2 of this document, this statement of terms is personal to You and You may only transfer it to someone else with Our written agreement.
- 13.2. You shall have the right to assign Your rights and obligations under this statement of terms in security to a bank or other financial institution, who is Your funder in relation to the FIT Generation Installation without Our consent, provided You give prior notice to Us of any such assignment.
- 13.3. We may, without Your agreement, assign or transfer all or any part of our rights and subcontract any of Our obligations under this statement of terms to a party who holds the necessary authorisation(s). Your rights under this statement of terms will not be affected.

14. Enforcement of Rights

- 14.1. We can enforce any rights and obligations under this statement of terms even if there is a delay in doing so, and no delay by Us in exercising any right shall constitute a waiver of that right by Us.
- 14.2. If this statement of terms is found to be unenforceable in whole or in part by any court of law or other regulatory or competent body, this will not affect any other part of this statement of terms.

15. Limitation of Liability

- 15.1. We do not limit or exclude liability for death or personal injury caused by Our negligent acts or omissions.
- 15.2. We will only be liable for loss or damage which is a reasonably foreseeable consequence of Our breach of this statement of terms up to a maximum liability of £100,000 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.

16. Notices

- 16.1. Notices required under this statement of terms will be in writing and delivered by hand, sent by post or by email to the addresses below. We will send notices to Your Address. We will assume You have received the notice two (2) working days after We have sent it unless We receive evidence to the contrary. You must send notice(s) by post to: Feed-In Tariff - Microgeneration, OVO Electricity Limited, Ty Meridian, Malthouse Avenue, Cardiff Gate Business Park, Cardiff, CF23 8AU or by email to microgeneration@sse.com.

17. Use of Personal Information

- 17.1. Information You provide or We hold may be used by Us, Our employees and/or Our agents, and companies within the Our Group to:
 - 17.1.1. help identify You when You call;
 - 17.1.2. detect and prevent crime, fraud or loss;
 - 17.1.3. contact You, and administer Your accounts, services and products;
- 17.2. Your information will be disclosed to one or more FIT Licensees, the Authority, ministerial departments of the government and devolved administrations for retention and use by them for all purposes connected with administering, auditing, reporting on and performing statistical analysis on the FIT scheme and other compatible purposes for the duration of Your scheme.
- 17.3. You accept that this information can be shared between Us and regulatory bodies (including the Authority) to fulfil Our legal and regulatory obligations.
- 17.4. We may carry out fraud prevention checks with fraud prevention agencies and they will retain a copy of the search.

- 17.5. We may also monitor and record any communications We have with you, including phone conversations, emails and web chat, for training purposes, to ensure that the level of service We are providing is acceptable and that it meets Our regulatory and legal responsibilities.
- 17.6. If you would like more information about the way we use your personal information, please see our privacy notice available at sse.co.uk/about-us/legal/privacy-policy. If you would like a printed copy of our privacy notice, please get in touch.

18. Governing Law

- 18.1. If the Address is in Scotland this statement of terms shall be governed by Scots Law. Any disputes arising shall be dealt with by the Scottish Courts.
- 18.2. If the Address is in England or Wales this statement of terms shall be governed by the laws of England and Wales. Any disputes arising shall be dealt with by the English Courts.

19. Emergencies and Safety - Electricity

- 19.1. You must tell Your Electricity Distributor immediately if You are aware of any matter or incident that either:
 - 19.1.1. causes danger or requires urgent attention regarding the supply or distribution of electricity; or
 - 19.1.2. affects or is likely to affect the maintenance of the security, availability and quality of service of the electricity distribution network. Contact details are printed on all statements and bills.
 - 19.1.3. Comply with the Electricity Distributor requirements for G83 or G59 connection notification.

20. National Terms of Connection

- 20.1. We are acting on behalf of Your Electricity Distributor to make an agreement with You. The agreement is that You and Your Electricity Distributor both accept the National Terms of Connection (“NTC”) and agree to keep to its conditions. This will happen from the time that You enter into this contract and it affects Your legal rights. The NTC is a legal agreement which sets out rights and duties in relation to the connection at which Your Electricity Distributor delivers electricity to, or accepts electricity from, Your home or business.
- 20.2. If You want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 18 Stanhope Place, London, W2 2HH, phone 0207 706 5137, or see the website at connectionterms.co.uk.

21. Further Information

- 21.1. You are referred to the Authority’s Feed-In Tariff: Guidance for Licensed Electricity Suppliers (as may be amended from time to time) issued by the Authority (which for the avoidance of doubt do not form part of this statement of terms) which sets out guidance for Suppliers on their duties under the Feed-In Tariff Scheme and provides details of the processes, procedures and interactions to enable delivery of the FIT Scheme.

SSE and associated brands: Southern Electric, Scottish Hydro, SWALEC and Atlantic are all trading names of OVO Electricity Limited. The registered office of OVO Electricity Limited is 1 Rivergate, Temple Quay, Bristol, BS1 6ED. Registered in England and Wales number 06858121.

Document published 18/08/2020

Feed in Tariff (FIT) Statement of Terms version 4.1 August 2020

