

# Terms and Conditions

## Your involvement in the Feed-in Tariff scheme

### 1. Information about your eligibility for FiT payments

**1.1** To receive **FiT payments** you must meet the criteria set down by the UK government in relation to the **Feed-in Tariff scheme**. You must confirm that you meet these criteria at the start of this contract and then once every year while the contract is in force. We will contact you when you need to repeat your confirmation.

**1.2** At the start of this contract we will ask you for details about your **generating equipment**, your **premises** and other information relating to your involvement in the **Feed-in Tariff scheme**. If you are registered for VAT you must also tell us your Vat number and clause 6 will apply to you. We will record the information you send to us and send a copy of it to you. The document we send you will also confirm:

- a) the date from which you will receive **FiT payments** from us (which may be a date before the start date of this contract);
- b) the total period for which you can receive **FiT payments** under the **Feed-in Tariff scheme**; and
- c) any other information that **Ofgem** tell us we have to record for you in relation to the **Feed-in Tariff scheme**.

**1.3** You confirm that you qualify to receive **FiT payments** from us because:

- a) the information you have given us about the **generating equipment**, the **premises** and your involvement in the **Feed-in Tariff scheme** is correct and we have accurately recorded it in the document we have given to you as described in clause 1.2;
- b) **Ofgem** has confirmed that the **premises** at which the **generating equipment** is installed is a single site for the purpose of the **Feed-in Tariff scheme**;
- c) you own the **generating equipment**;
- d) the generating equipment is either:
  - i. certified under the Microgeneration Certification Scheme; or
  - ii. accredited under the Renewables Obligation Order 2009 or the Renewables Obligation (Scotland) Order 2009;
- e) approved **meters** have been installed that will measure the electricity produced and (if needed) exported by the **generating equipment**;
- f) the **generating equipment** at a single site has a specified maximum capacity of 5 megawatts or less;
- g) the **generating equipment** is not registered with any other electricity supplier for the purposes of receiving **FiT payments**;
- h) you are not claiming certificates issued under the Renewables Obligation Order 2009 for the **generating equipment**;
- i) you have not agreed to sell electricity from the generating equipment in line with a NFFO arrangement; and
- j) you have not received any grant funding from a public authority to install the **generating equipment** if that grant funding was provided:
  - i. before 1 April 2010 but for **generating equipment** commissioned:

- a) before 15 July 2009; or
- b) on or after 15 July 2009 and before 31 March 2010; or
- ii. before 1 July 2011 for **generating equipment** commissioned before 1 October 2011;

- k) and the combined amount of grant funding that you have received from public authorities (including but not limited to any grants relating to the **generating equipment**) together with your expected **FiT payments** within the next three years is not expected to be more than €200,000 unless:
  - i. you have repaid that grant funding in full; or
  - ii. **Ofgem** has confirmed that you still qualify to receive **FiT payments**.

When you sign this contract, you must also make the following declarations (the wording is set by **Ofgem**):

*"I hereby declare that I have undertaken an assessment of prospective **FiT payments** that I may receive during the current financial year 1 April to 31 March and that, when this sum is added to all de minimis aid that I have received or am entitled to receive over the previous two financial years and the current one, the aggregate amount (the 'three year public support aggregate') does not exceed the relevant state aid de minimis limit."*

*"I further declare that the aggregate of three complete years anticipated **FiT payments** alone do not exceed the relevant de minimis limit."*

*"I understand that any **FiT payments** or other aid for the installation that may take my three year public support aggregate over the relevant de minimis limit may be subject to repayment to the FiT Licensee or the relevant grant-making body with interest."*

*"If I receive any **FiT payments** or other de minimis aid that take my three year public support aggregate over the relevant de minimis limit and therefore voids this declaration, I will inform **Ofgem** in writing immediately with details of the dates and amounts of aid received."*

*"I hereby confirm that the information in this declaration is true and accurate to the best of my knowledge and belief."*

**1.4** If you are a new customer registering for **FiT payments** in relation to a solar photovoltaic system which was installed after 1 April 2012, the **FiT payments** we pay you will depend on the energy-efficiency rating of your **premises**. If the energy-efficiency rating of your **premises** is within bands A to D, you will receive the higher-rate **FiT payments**. If the energy-efficiency rating of your **premises** is below band D, you will still receive **FiT payments**, but at the lower rate. If you do not give us a copy of the existing Energy Performance Certificate relating to your **premises** at the time of your application, we will automatically treat you as being on the lower rate and we will not be able to change the rate of **FiT payments** you receive afterwards.

**1.5** If you do not own the **generating equipment**, you may still qualify to receive **FiT payments** if the right to receive them has been transferred to you. The terms and conditions of this contract will still apply to you if you receive **FiT payments** from us, even if you do not own the **generating equipment**.

**1.6** If you do not have the information you need to be able to keep to these terms and conditions, you must get it from the person who owns the **generating equipment**. If you do not own or use the **premises**, you must make arrangements with the owner or user to make sure that you can keep to these terms and conditions.

- 1.7** If the **generating equipment** is not connected to the **electricity network**, **Ofgem** will decide whether or not the **generating equipment** qualifies to take part in the **Feed-in Tariff scheme**. If **Ofgem** decides that the **generating equipment** does qualify even though it is not connected to the **electricity network**, when you sign this contract, you are making the following declaration (the wording is set by **Ofgem**):
- "I hereby declare that it is my intention to use any and all electricity generated by the **generating equipment** and that I fully understand that any electricity generated but not so used will not be eligible for **FiT payments**."*
- 1.8** We will upload the information you give us to the **central register**. You must make sure that this information is correct. If you believe that the information in the central register is not or may not be correct, you must tell us straight away.
- 1.9** You must retain for the period of one year:
- all meter readings you have taken or supplied, including the generation meter readings or export meter readings supplied to us as part of your request for **FiT payments** in respect of the generating equipment; and
  - details of all **FiT payments** made to you throughout this period.
- 2. Changes to your information and eligibility**
- 2.1** If your circumstances or any of the information you have given us about yourself, the **premises** or the **generating equipment** change, this might affect whether you qualify for **FiT payments**. You must tell us straight away if your information or circumstances change. You must also give us meter readings on the date of each change.
- 2.2** You must also tell us and **Ofgem** straight away if the combined amount of grant funding that you have received from public authorities (including any grants relating to the **generating equipment**) together with your actual or expected **FiT payments** within the next three years will be or are expected to be more than €200,000.
- 2.3** You will not receive **FiT payments** if:
- you do not meet the conditions in clause 1 at the start of this contract;
  - your situation changes and you no longer meet the conditions in clause 1;
  - you do not provide the confirmation we need under clause 1 or you do not repeat it when needed; or
  - the **generating equipment** has been suspended from the **central register**.
- 2.4** When you tell us about a change to your information or circumstances, we may need to update the central register for you. Any changes you tell us about will apply from the date on which **Ofgem** accept the changes we make to the central register. We will tell you once the central register has been amended to reflect your changes.
- 2.5** If you do not tell us about any change to the information you have given and the change is later discovered, we will tell **Ofgem** and they may take appropriate action. We may also suspend your **FiT payments**.
- 2.6** If we find that any of the information which you have given us is not correct:
- this contract may be void and we may suspend or remove the registration of the **generating equipment** on the **central register**; and
  - we may reduce or withhold **FiT payments** or you may have to repay **FiT payments** to us.
- 2.7** If you sell the **premises** or the **generating equipment** or if the **generating equipment** is altered in any way (including any extensions or additions), you must:
- tell us straight away; and
  - provide meter readings on the date of the sale or the date the alterations were made.
- If you do not provide these meter readings, you may not receive the correct amount of **FiT payments**.
- 2.8** If you want to keep the right to receive the **FiT payments** after you have moved out of the **premises** or sold the **generating equipment**, you must agree this with the new owner or occupier of the **premises** or the new owner of the **generating equipment** and send us proof of that agreement. It will still be your responsibility to make sure that they give us readings from the **meters** in line with these terms and conditions and that you (and the **generating equipment**) still meet the other terms and conditions.
- 2.9** If you want us to pay the **FiT payments** to someone other than you, you must tell us and provide all of the details we will need to do so. Important information includes their name, address, contact phone number, bank account details and VAT number (if they are registered for VAT). You must also provide readings from your **meters** on the date from which you want us to start making **FiT payments** to the new person. If you tell us that you want us to pay the **FiT payments** to someone else and we need more information from you, we will tell you. We will not start making **FiT payments** to someone else until we have all the information we need. You must make sure that the new person is aware of these terms and conditions.
- 2.10** If your details or circumstances change or if **Ofgem** make changes to your entry in the central register, we may need to update the document we provided under clause 1.2. If this happens, we will send you the updated version.
- 3. Meters, meter readings and access to the generating equipment**
- 3.1** You must give us accurate readings from the **meters** at the start of the contract and then every three months for the rest of this contract. You may provide these meter readings to us over the phone. If we can accept meter readings by another method, we will tell you.
- 3.2** If you do not give us a reading from the **generation meter** for any three-month period, you will not receive any **FiT payments** relating to that period until you have given us an appropriate reading.
- 3.3** If the **generating equipment** uses an **export meter** and you do not give us a reading from the **export meter** for any three-month period, you will not receive an export payment for that period until you have given us an appropriate reading.
- 3.4** **Ofgem** say we must inspect the **meters** at least once every two years. However, we may inspect them more often than this. You must make sure that we can get to the **meters** to inspect them and you must make sure that it is safe for us to visit. Unless we specifically agree with you in writing, neither of the **meters** is our property and we are not responsible for any faults in them or for fitting them (including the meter boxes).
- 3.5** You must allow us (or our representative) access to the **premises** to inspect and take our own readings from the **meters** and to make sure that the information you have given us is correct. We will generally tell you beforehand if we (or our representative) will be visiting but we may not warn you if we have good reason not to, for example if we suspect you have tampered with the **meters**.

- 3.6** If you refuse to allow us access to your **premises**, we will be entitled to withhold FiT payments until you give us access to the premises.
- 3.7** If you or we think that a meter is not correctly recording the amount of electricity being generated or exported, we will choose a qualified person to test it. If we ask for the test, we will pay for it. If you ask for the test, you must pay for it before it is carried out.
- 3.8** If the test shows that the meter is not recording information correctly you must do the following:
- you must arrange for the meter to be replaced as soon as reasonably possible. You must pay for any replacement meter, including the cost of installing it;
  - if the meter is over-recording, you must promptly repay us any **FiT payments** where we have paid you too much. If you owe us money, we may deduct it from your future **FiT payments** until the amount is repaid;
  - if the meter is under-recording, we will increase your next FiT payment by the amount that we have underpaid you.

#### 4. Export

- 4.1** In your application to receive **FiT payments** from us you must tell us whether you want to receive **export payments** as well as **generation payments**. You cannot receive **export payments** if the **generating equipment** is not connected to the **electricity network**.
- 4.2** Once you have decided whether or not to receive **export payments**, you cannot change that decision until the first anniversary of the date you signed this contract. After that date you may change your decision at any time. However, you cannot change it more than once in any 12-month period. If you want to change your decision, you must tell us.
- 4.3** You must check whether or not your **generating equipment** uses an **export meter** as this will help us decide how we will work out your **export payments**.
- 4.4** If your **generating equipment** has an **export meter**, we will work out your **export payments** using meter readings from the **export meter**. You must give us the detailed specifications of your **export meter**. You must give us accurate readings from the **export meter** every three months from the start of this contract. You do not need to provide readings from the **export meter** if you have told us that you do not want to receive **export payments**.
- 4.5** If your **generating equipment** does not have an **export meter**, you will only receive **export payments** if the **generating equipment**:
- is connected to the **electricity network**; and
  - has a total installed capacity of less than 30 kilowatts (kW).
- 4.6** If you install an **export meter** after the start of this contract, you must tell us straight away. If you have not opted out of **export payments**, you must provide a reading from the **export meter** as at the date it was installed and then every three months after that.
- 4.7** If you are entitled to receive **export payments** without an **export meter**, we will work out the amount of your **export payments** in line with rules set out by the UK Government. For the period to 31 March 2011, the Government has decided that certain percentages of electricity generated will automatically be treated as having been exported to the **electricity network** for the purposes of working out **export payments**. These percentages are currently:

- 50% of all electricity created from anaerobic digestion, solar photovoltaic, wind or micro-combined heat and power sources; and
- 75% of all electricity generated by hydro generating stations.

The UK Government may change this method of working out the percentages. If this happens, we will tell you in your next payment statement.

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## Our involvement in the Feed-in Tariff scheme

### 5. Our prices and payment

- 5.1** We will work out **FiT payments** based on the information held on the **central register** and the meter readings you provide for each period of three months.
- 5.2** The price we will pay you for the electricity generated by the **generating equipment** is set out in the list of our current prices for the **Feed-in Tariff scheme**. You can find this on our website at [britishgas.co.uk](http://britishgas.co.uk). These prices may change due to regulatory changes introduced by **Ofgem** or otherwise. If this happens, we will tell you about any changes in your next payment statement.
- 5.3** We will only make **FiT payments** to you once you have returned the signed contract to us and the **generating equipment** has been registered on the **central register**. We will work out the first FiT payment that we make from the meter readings you gave at the start of this contract and for the first period of three months since the start of this contract. If we need to pay you any **FiT payments** for the period before your **generating equipment** was registered on the **central register** (for example, from the date of your application), we will take account of this in working out your first FiT payment.
- 5.4** We will only make **FiT payments** once in any three-month period. It may take us up to 28 working days to process **FiT payments** after receiving your meter readings but we will try to make the payments as promptly as possible. In some circumstances we may need to estimate the amount of electricity generated based on the average electricity performance of the **generating equipment** over the relevant period. Where this is the case we will work out your **FiT payments** based on these estimates.
- 5.5** If **Ofgem** tells us that you have been suspended or removed from the **central register** or the **generating equipment** has been suspended or removed from the **central register**, we will stop making **FiT payments** until **Ofgem** tells us that we may start again.
- 5.6** We may reduce or withhold money from **FiT payments** or you may have to repay them to us if you or we have made a mistake, if **Ofgem** have made a mistake or if **Ofgem** reasonably decides that you have abused the **Feed-in Tariff scheme**.
- 5.7** If you think there is a problem with any **FiT payments**, you must tell us as soon as possible and we will work with you to sort out the issue.
- ### 6. VAT
- 6.1** This section applies if the person entitled to receive **FiT payments** is registered for VAT. It sets out an agreement to a self-billing procedure between you as our customer and British Gas Trading Limited (VAT number GB 684 9667 62).

## 6.2 We agree:

- a) to issue self-billed invoices for all supplies made to us by the person entitled to the **FiT payments** (for these purposes, the **exporter**) for the length of this contract;
- b) to complete self-billed invoices showing the **exporter's** name, address and VAT registration number, together with all the other details which make up a full VAT invoice;
- c) to make a new self-billing agreement if our VAT registration number changes; and
- d) to tell the exporter if we ask another person or organisation to issue self-billed invoices.

## 6.3 The **exporter** agrees:

- a) to accept invoices issued by us (or on our behalf) on behalf of the **exporter** for the length of this contract;
- b) not to issue sales invoices for the transactions covered by this contract; and
- c) to tell us immediately if the **exporter**:
  - i. changes its VAT registration number;
  - ii. is no longer VAT registered;
  - iii. sells its business, or part of its business; or
  - iv. transfers the right to receive the **export payments** to someone else.

## 7. Our responsibility for loss or damage

- 7.1 We accept full legal responsibility if we or our agents kill or injure somebody (or cause somebody to be killed or injured) because we or they have been negligent or if we act fraudulently.
- 7.2 If you suffer any other type of loss or damage, we will limit our responsibility to you to £1,000,000 for each event that causes you loss. Or, if there are a number of connected events that cause you loss, our responsibility will be limited to £1,000,000 in total for these connected events.
- 7.3 We will not, under any circumstances, be responsible for:
  - a) any financial loss or damage, for example, loss of profit, income, business, contract or goodwill; or
  - b) any loss which, when we made this contract with you, we would not reasonably have expected would happen even if we, our employees, sub-contractors or agents did not follow these terms and conditions.
- 7.4 Each part of this clause 7 applies separately. If a court or other authority tells us we cannot rely on a certain part, the other parts will still apply.

## 8. Our commitments to you

- 8.1 We will carry out our duties under the **Feed-in Tariff scheme** efficiently and promptly.
- 8.2 We will not ask you to do anything more to receive **FiT payments** from us than is shown in the rules of the **Feed-in Tariff scheme** unless **Ofgem** tell us to.
- 8.3 If you buy any products or services from us, the amount you need to pay will not be affected because you:
  - a) choose us as your provider of **FiT payments**; or
  - b) choose to receive **FiT payments** from someone else.
- 8.4 The amount of **FiT payments** that we pay you will not be affected because you choose to switch your energy supplier (either for gas or electricity or for both) to us or away from us.

## 9. Using personal information

Where you provide us with, or allow us access to, personal data relating to any living individual (hereafter called 'data processing activities'), including personal data of your employees, workers, contractors, agents, clients or

customers, you agree that you will notify the individuals of these data processing activities and the existence of our Privacy Notice at [britishgas.co.uk/business/privacy-policy](http://britishgas.co.uk/business/privacy-policy) each time you provide them with your privacy notice.

## 10. Complaints

If you have any questions, comments or complaints, please tell us as soon as possible. We will work with you to sort out your complaint. However, if we cannot sort out the complaint, we will follow the dispute-resolution procedure relating to the **Feed-in Tariff scheme**. You can find out details at: [gov.uk/government/publications/dispute-resolution-processes-for-feed-in-tariff-complaints](http://gov.uk/government/publications/dispute-resolution-processes-for-feed-in-tariff-complaints)

## 11. Notices

- 11.1 You may need to contact us about these terms and conditions, for example if your circumstances or information change, if you are moving house or have sold the **generating equipment** or if you want someone else to receive your **FiT payments**.
- 11.2 If you need to contact us for any reason, you may do so by phoning 0333 202 9483\*, by email on [feedintariff@britishgas.co.uk](mailto:feedintariff@britishgas.co.uk) or by writing to us at British Gas, Feed-in Tariff Team, Winnall Down, Alresford Road, Winchester, Hampshire SO21 1FP.
- 11.3 In certain circumstances we may need you to confirm in writing what you have told us, for example if you have told us that you want someone else to receive your **FiT payments**. If this is the case, we will tell you at the time.
- 11.4 We will be entitled to rely on and act on what you have told us if:
  - a) you sent us a letter or document and your signature appears on the letter or document;
  - b) we have received an email from the email address you included on your **Feed-in Tariff scheme** application form and that email clearly quotes the password you have set up on your Feed-in Tariff account with us or, if you don't have a password, we have called you to confirm that you sent the email; or
  - c) you have told us over the phone and we have satisfied ourselves that we are talking to you (having asked you to confirm your password, if you have set one up on your Feed-in Tariff account, and carried out our usual checks to confirm your identity).
- 11.5 If we rely on and act on a notice from you asking us to make future **FiT payments** to someone other than you, we will not be responsible if there is any dispute about the person to whom the **FiT payments** should have been made.

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## General terms and conditions of this contract

### 12. Changing or ending this contract

- 12.1 We can change the terms of this contract at any time and we will make the changes available online at [britishgas.co.uk](http://britishgas.co.uk). We will tell you 30 working days before a change will begin to apply.
- 12.2 You may end this contract for any reason. If you want to end this contract, you must tell us. We may ask you to explain why you want to end the contract so that we make sure we have the correct information. For example, if you are ending the contract:
  - a) because you are selling the **premises** or the **generating equipment**, you must tell us the date on which the sale will take place and the name of the person to whom you are selling;

- b) because you want to receive **FiT payments** from any other electricity supplier, you must tell us the identity of the other electricity supplier so that we can help you and the new electricity supplier while we move your **FiT payments**; and
- c) for any other reason, you must tell us the date that you want to leave the **Feed-in Tariff scheme**.

**12.3** If you tell us that you want to end this contract, you must give us a final reading from your **meters**. We will use these meter readings to finalise and close your account with us in relation to the **Feed-in Tariff scheme**.

**12.4** We may end this contract immediately if **Ofgem** have:

- a) decided that you have been involved in abusing the **Feed-in Tariff scheme** and have noted this fact in the **central register**;
- b) suspended you (or the **generating equipment**) from the **central register**; or
- c) decided that this contract may or should be ended.

We may also end this contract immediately if we no longer have the relevant licence from **Ofgem** to supply electricity and take part in the **Feed-in Tariff scheme**. If we end this contract for any of these reasons, we will tell you.

**12.5** If you have told us (or we have told you) that this contract is ending, the contract will end on the date on which the **central register** is updated to reflect this.

**12.6** If this contract ends for any reason, neither of us will lose any rights we already have (for example to claim any money that is owed at the end of the contract). If you have money (credit) left on your account after we have told you the final balance, we do not have to pay you this money if:

- a) we have already made a reasonable effort to pay you the money before the contract ended and 12 months have gone by since we told you of the final amount we owed you; or
- b) we cannot send the money we owe to you because you have not given us a forwarding address and 12 months have gone by since this contract ended.

### **13. Other terms and conditions**

**13.1** The laws of England and Wales or Scotland apply to this contract, depending on where the generating equipment is based.

**13.2** If, at any time, you do not keep to any part of this contract and we do not respond, this does not mean that we will not take action in the future.

**13.3** If a court or other authority (such as **Ofgem**) tells us a part of this contract is not valid, the rest of the contract will not be affected.

## Glossary

In this contract, when the following words are shown in bold, they have the meanings shown below.

- Central register**  
the register kept and maintained by **Ofgem** which records details of generating equipment registered under the **Feed-in Tariff scheme**
- Electricity network**  
an electricity distribution system or transmission system regulated by **Ofgem**
- Export meter**  
the meter and equipment for measuring electricity exported to the **electricity network** by the **generating equipment**
- Export payments**  
payments made for electricity generated by the **generating equipment** which is exported to the **electricity network**
- Exporter**  
the person who exports electricity to the **electricity network** and who is entitled to the **FiT payments**
- Feed-in Tariff scheme**  
the scheme set out in the Feed-in Tariffs (Specified Maximum Capacity and Functions) Order 2010
- FiT payments**  
payments made under the **Feed-in Tariff scheme**, which is the total of the generation payments and the export payments (if any)
- Generating equipment**  
whichever one of the following is installed at the premises:
  - a) equipment which has a total installed capacity of 5 megawatts (MW) or less which generates electricity from:
    - i. anaerobic digestion;
    - ii. solar photovoltaic power;
    - iii. wind power; or
    - iv. hydro (water) power; or
  - b) equipment which has a total installed capacity of 2 kilowatts (kW) or less which generates electricity from a combined heat and power source and which **Ofgem** has agreed to accept within the **Feed-in Tariff scheme**.
- Generation meter**  
the meter and equipment for measuring electricity generated by your **generating equipment**
- Generation payments**  
payments made under the **Feed-in Tariff scheme** for electricity generated by the **generating equipment**
- Meters**  
the **generation meter** and, if you have one, the **export meter**
- NFFO arrangement**  
has the meaning given to that term in the Renewables Obligation Order 2009
- Ofgem**  
the Office of Gas and Electricity Markets, who regulate the gas and electricity markets in Great Britain
- Premises**  
the property on or at which the **generating equipment** is installed

Notes: