

The Utility Warehouse Feed-In Tariff (FIT) Scheme

Terms and Conditions



Home Phone



Broadband



Mobile



Gas



Electricity



®

1. The Agreement

This is an agreement between you and Us for the Utility Warehouse FIT Scheme.

This agreement, together with your FIT Plan letter completes the agreement between you and us.

Under the Utility Warehouse FIT Scheme and in accordance with this agreement we agree to pay you for electricity generated by your System and exported (where applicable) from the site to the national electricity network.

This agreement applies only to the System identified in your FIT Plan.

This agreement is governed by the laws of England and Wales for services provided in England and Wales and by the laws of Scotland for services provided in Scotland.

We may transfer our rights and obligations under this agreement to another company. If we do so, your obligations or liabilities under this agreement will not be affected.

We may change other terms of this agreement. We will notify you within 14 days if this occurs.

Each party acknowledges and confirms that it does not enter into this agreement in reliance upon any representation or warranty or other undertaking not fully reflected in this agreement, save for any fraudulent misrepresentation.

2. Commencement Date and Term

The commencement date of this agreement and the total period for which you can receive FIT Payments is set out in your FIT Plan.

3. Eligibility Criteria

By entering into the Utility Warehouse FIT Scheme, you confirm that you meet the following criteria:

- Your installation is an Eligible Technology Type for the FIT scheme;
- Your System has an installed capacity of no more than 5MW (or 2MW for micro CHP systems);
- Your System is MCS (Microgeneration Certification Scheme) accredited or ROO FIT (Renewable Obligation and Feed-In Tariff) accredited and has been entered on to the Central FIT Register;
- We have been recorded on the Central FIT Register as the payer of your FIT Payment;
- The electricity produced by your System is measured by an Ofgem approved generation meter;
- You are not receiving a FIT Payment from any other energy supplier;

- You take your electricity supply from Us (unless you receive your electricity supply from a supplier who is not obligated to and does not make payments under the feed-in-tariff scheme or if you are not connected to the main electricity network);
- You are not claiming renewable obligation certificates (ROCs) in relation to your System;
- You are not in receipt of any grants which may make your Installation ineligible of the FIT scheme;
- You have informed Us if you have received any grants in relation to your System and acknowledge that you may be required to repay any such grants, if requested by Ofgem, in order to join and continue with the Utility Warehouse FIT Scheme; and
- You declare that any information you provide to Us is complete and accurate

4. Tariff Prices and Payment

We will make FIT Payments in accordance with the provisions of this agreement and the requirements of Ofgem, provided that you comply with the eligibility criteria set out above and have provided Us with the necessary meter readings (where applicable).

FIT Payments shall be made by reference to data in the Central FIT Register.

If you receive your FITs payment credited against your normal monthly invoice from the Utility Warehouse, then upon receipt of valid meter readings, we shall pay to you a sum for the amount of electricity generated by your System in each month, calculated in accordance with your Tariff Code and Generation Tariff unit rate set out in your FIT Plan.

If you have your FITs paid separately to either you or a nominated 3rd party then upon receipt of valid meter readings we shall pay to you a sum for the amount of electricity generated by your System in each quarter, calculated in accordance with your Tariff Code and Generation Tariff unit rate as set out in your FIT Plan.

You will receive Generation Tariff payments until the end date as set out in your FIT Plan unless you terminate this agreement before such end date.

If you are connected to the national electricity grid and you have opted in to receive payments for the electricity that you have exported back on to the national electricity network, we shall pay you for such electricity exported by you in each month or quarter, dependent upon your system and receipt of valid meter readings, calculated in accordance with your Tariff Code and Export Tariff unit rate set out in your FIT Plan. You will receive Export Tariff

payments until the end date as set out in your FIT Plan unless you terminate this agreement before such end date or Opt Out (please see below). If your System is not connected to the national electricity network, you will not be entitled to receive Export Tariff payments.

Your Generation and Export payments will be based upon the meter readings you supply to us.

Subject to the frequency of readings you provide, and receipt of readings at least once a quarter, your FIT Payment shall be paid to you either monthly or quarterly dependant upon your system (or at such other timings as we shall notify to you). Your first payment being made on the first month / quarter date occurring after the date in which we receive this agreement, duly signed and dated by you. Your first payment may include accrued amounts from the date in which your System was registered on the Central FIT Register.

FIT Payments shall be either paid to you by direct bank Transfer, such other payment method that we may offer to you or paid directly onto your Utility Warehouse account. If we overpay we may recover the overpayment from you at your next payment run (this may be by deduction from your next FIT Payment if applicable). We reserve the right to reduce, withhold or recoup FIT Payments if it has been identified that an error has occurred on behalf of Ofgem, by you, by Us or if an abuse of the Utility Warehouse FIT Scheme has been identified by Ofgem. If you dispute a payment statement, please contact Us immediately and we will work with you to resolve the issue. Where you have installed your System Off-Grid, you declare that it is your intention to use any and all electricity generated by your FIT Installation and that you fully understand that any electricity generated but not so used will not be eligible for any FIT payments. If we are notified by Ofgem that you are suspended or removed from the Central FIT Register we will cease FIT Payments until we are notified to recommence by Ofgem. You have the right to nominate a third party to receive your FIT Payment. You must notify Us in writing if you wish to change the Payee and provide Us with such other information as we may request in order to determine and/or validate the new Payee's details and to update the Central FIT Register. We shall only be able to make FIT Payments to the new Payee once we have received confirmation from Ofgem that the Central FIT Register has been updated with the new Payee's details.

5. Export Payments

If your System has an installed capacity of 30kW or less and you do not have an export meter, you agree to allow Us to deem the amount of electricity that you have exported on to the national electricity network using guidelines issued by Ofgem.

You may opt out to receive payments for any electricity that you have exported back on to the national electricity network. If you wish to opt out, please let Us know in writing.

Your notification to opt out will not become effective until the next payment period (provided that the period between opting out and the next payment period is more than 28 days).

You can opt back in to receive payments for electricity that you have exported back on to the national electricity network at the market based price once every 12 months from the date you opted out. If you wish to Opt In, please let Us know in writing.

6. Changes to Tariffs

Your Generation Tariff unit rate is Retail Price Index linked, so may be subject to annual change by Ofgem. If this happens, we will inform you of any changes in your next payment statement.

The Secretary of State reserves the right to change the fixed export tariff rate at any point. If this happens, we will inform you of any changes in your next payment statement.

7. Changes to your System

You must notify Us as soon as possible if you change your existing system (as identified in your FIT Plan) in any way, as this may affect your Tariff Code and Generation Tariff unit rate. If you fail to notify Us of any change (which is later discovered); we will notify Ofgem and they will take the appropriate action. In the event of this happening, we reserve the right to withhold, reduce or recoup payments accordingly.

If the change to your System, or a correction made on the Central FIT register, impacts your Tariff Code and/or Generation Tariff unit rate, the change will take effect from the point at which the Central FIT Register is updated by Ofgem. This agreement will then terminate and you will receive a new agreement and FIT Plan.

8. Ending this Agreement

You may terminate this agreement, with immediate effect, at anytime upon written notice.

If you have terminated this agreement to receive a Feed-In Tariff from another supplier, the date upon which this agreement shall terminate is the date on which the new supplier updates your details on the

Central FIT Register.

This agreement will automatically end if:-

- You fail at any time to comply with the eligibility criteria set out above;
- If you transfer ownership of your System as part of a property sale;
- In the event that either party commits a material breach of this agreement.

Upon termination of this agreement, howsoever arising, you may provide Us with meter readings from your generation meter and your export meter (where applicable).

Upon receipt of Meter Readings, we shall pay you, for the amount of electricity generated by your System from the date of the last meter reading to the last day of the agreement and (if applicable) for electricity you have exported back on to the national electricity network in accordance with this agreement.

9. Metering

To participate in the Utility Warehouse FIT Scheme you must have a generation meter connected to your System. This should be located in an accessible location and access made available to Us or our appointed contractor to take Generation and Export Readings (where applicable).

If your System has an installed capacity of above 30kW and the System is connected to the national electricity network, an export meter must be present to measure the amount of electricity being exported back to the national electricity network. In such case, if there is no export meter present, you shall not be entitled to receive any payment under this agreement for electricity that you have exported back on to the national electricity network.

If your System has an installed capacity of 30kW or less and the System is connected to the national electricity network and you do not have an export meter, we shall deem the amount of electricity that you have exported. Please see below.

In certain circumstances, the installation of your System may result in your import electricity meter running backwards. You must contact Us immediately if this is the case and we will arrange for a new import meter. If we suspect this may be happening and contact you about it, you must provide access to allow our engineers to replace the faulty meter. Repeated failure to provide access may result Us in suspending all FITs payments until the situation is resolved.

10. Meter Readings

You agree to provide Us with the generation and (where you have an export meter) export meter readings at least every three months from the start date as set out in your FIT Plan.

In order to receive a FIT Payment we require at least one meter reading from your generation meter and (if you have one) from your export meter within each Quarter during the term of the agreement. **Should you fail to provide readings in any given Quarter, or fail to allow access to a person authorised by Us to verify any meter readings, we reserve the right to withhold the FIT Payment for the corresponding period. In such circumstances, we reserve the right not to make any back-dated payments and to recover any payments we may have made to you since the last valid reading we received.**

Your meter readings must be accurate and reflect the value shown on the appropriate meter from the point at which they are due.

11. Access to your Property

You must allow Us or any person authorised by Us access to your premises to carry out services and collect meter reads.

We reserve the right to check your System and meter(s) to ensure a match to the details as provided by you. If we find the information you have provided to be incorrect this agreement and your FIT Plan may be void.

12. Data Protection

We will use the information you provide to Us to administer and manage your agreement (including collecting of debt) and provide updates, account and service information to you, to assess risk, carry out marketing (unless you have opted out), after sale services, market research, test systems and to analyse your account history. We may pass information about you to our group companies, agents and service providers for these purposes and may share it with all relevant industry organisations based on agreed industry processes. We shall also pass information about you and your System to Ofgem or such other regulatory authority or government and industry bodies who may use it for the purpose of administering, reporting and auditing the FIT scheme or in order to comply with any accreditation process, to update the Central FIT Register and such other information as requested by Ofgem or such other regulatory authority or government and industry bodies in relation to the Utility Warehouse Feed-In Tariff Scheme. Where you are providing Us with information

relating to a third party, you confirm that you have their consent to do so. We may search the files of credit reference agencies to carry out credit checks on you and may record the search. We may share information about how you deal with your account with other financial institutions and with credit reference agencies.

13. Liability

You must pay any reasonable costs that arise if we have to take action because you break the terms of this agreement.

Nothing in this agreement affects our legal liability for causing death or personal injury by our negligence. This agreement does not affect your legal rights.

14. Moving Home

You must notify Us as soon as possible if you transfer ownership of your System.

We are only obliged to pay the Payee as named in the Central FIT Register. It is your responsibility to agree ownership of the FIT as part of any house move. If you move home and still wish to be the Payee of the FIT Payment, it is your responsibility to ensure that Quarterly meter readings are submitted as required to continue receiving FIT Payments.

If you move home and wish for the new occupant to become the Payee you must contact Us in writing and provide Us with the information required to enable Us to determine and/or validate the new Payee's details and to update the Central FIT Register.

15. Dispute Resolution

The delivery of the Feed-In Tariffs (FIT) scheme, introduced on 1 April 2010, involves several different organisations and processes. To enable swifter dispute resolution, the Department for Business, Energy and Industrial Strategy (BEIS) has produced a guide to the complaints procedures for each of the organisations involved, according to the different types of issues that may be raised by people who are, or intend to, generate electricity supported by FIT, classed as "FIT Generators". This should help establish who you need to contact to resolve your issue.

Although the guide is for FIT Generators, it should be noted that only the owner of the installation or those who have been assigned FIT Payment rights (nominated recipients) may complain/raise a dispute. For those who have been assigned rights, the dispute resolution process may be limited because of data protection issues, and in those circumstances the owner of the installation would

be required to take the complaint/dispute forward.

To view the dispute resolution processes FITs guide, please visit the website for the Department for Business, Energy and Industrial Strategy (BEIS): <https://www.gov.uk/government/publications/feed-in-tariffs-dispute-resolution-process>

Should you have any questions please contact us at feedintariffs@utilitywarehouse.co.uk as soon as possible.

16. Changing Supplier

Should you wish to change supplier we will co-operate as is reasonably required by Ofgem to facilitate the changes required. To switch supplier you should contact the supplier you wish to switch to, who will then make the necessary industry changes.

17. General

We will not impose any obligations, additional or otherwise, on you that are more onerous than those that are necessary to enable Us to meet our obligations under the Utility Warehouse FIT Scheme.

18. Your Records

It is a regulatory requirement that you retain a record of the following information for the period of at least one year:

- All meter readings taken from or supplied by you, including Generation Meter Readings or Export Meter Readings supplied to Us as part of the request for FIT Payments from your System.
- Details of all FIT Payments made to you.

Definitions

Central FIT Register

means the register kept and maintained by Ofgem for the purpose of recording details of your System, its installation and other matters relating to the Utility Warehouse FIT Scheme and all other FIT schemes.

Confirmation Date

means the date on which your System is entered onto the Central FIT Register, such that it becomes an Accredited FIT Installation.

Eligible Technology

means one of the following sources of energy:

- Anaerobic Digestion, as defined in the Renewables Obligation Order 2009
- Hydro generating station, as defined in the FIT Order 2010
- Combined heat and power (CHP) with an electrical capacity of 2kW or less
- Solar PV
- Wind

Eligibility Date

means the date from which eligibility for FIT Payments commences for your System.

EPC

means an Energy Performance Certificate providing information on your home's energy use and carbon dioxide emissions.

Export Tariff

means the payment rate per kWh for electricity exported by you on to the national electricity network, as set out in your FIT Plan.

FIT

means Feed-in Tariff.

FIT Plan

means the plan relating to your membership on the Utility Warehouse FIT Scheme and your System and shall include details of your tariffs, payment dates and length of your membership.

FIT Payment

means the payment paid to you in accordance with this agreement for your generated electricity and where applicable, your exported electricity.

Generation Tariff

means the payment rate per kWh for the electricity produced by your System, as set out in your FIT Plan.

Gold and Double Gold Energy

For full details regarding Gold and Double Gold Energy tariffs and meeting the requirements, please see our Residential Terms and Conditions, available on the Company Website.

MCS accredited

means accredited in accordance with the Microgeneration Certificate Scheme (or equivalent schemes accredited under EN 45011).

The Utility Warehouse FIT Scheme

means the FIT scheme operated by Us to reward customers for the electricity generated by their System and, where applicable, exported back on to the national electricity network.

Ofgem

means the Office of Gas and Electricity Markets (or its successor or such other relevant governing authority).

Payee

means the person registered on the Central FIT Register to receive the FIT Payment

Quarter

means three months in each year of the term of this agreement (and Quarterly shall be construed accordingly).

ROO FIT accredited

means accredited in accordance with the accreditation process administered by Ofgem under the Renewables Obligations.

System

means the Installation owned by you which is capable of generating small-scale low carbon generation/electricity and identified in your FIT Plan.

Tariff Code

means the code allocated to your System by Ofgem.

Tariff Date

means the date used to determine the tariff your System is eligible for, as per your Eligibility Date.

Transfer Date

The date upon which you are deemed to have switched from your previous FIT Licensee (Supplier) to the Utility Warehouse in relation to your System.

Us

Telecom Plus PLC (trading as The Utility Warehouse). We will be responsible for the management and payment of your Feed In Tariff on behalf of Electricity Plus Supply Ltd (registered in England number 5199936. Registered Office: Utility Warehouse, Network HQ, 508 Edgware Road, The Hyde, London, NW9 5AB), your licensed electricity supplier.

Utility Warehouse, Network HQ, 508 Edgware Road, The Hyde, London, NW9 5AB

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