

# Utility Warehouse Smart Export Guarantee Scheme Terms and Conditions



# The Utility Warehouse Smart Export Guarantee (“SEG”) Scheme

## Terms and Conditions

### 1. The Agreement

This is an agreement between you (defined as “You” and “Yours”) and Utility Warehouse Limited (defined as “Us”, “We”, “Ours”) for the Utility Warehouse SEG Scheme. This agreement, together with your SEG Confirmation letter completes the agreement between You and Us. Under the Utility Warehouse SEG Scheme and in accordance with this agreement, We agree to pay You for electricity exported by Your System from the site to the national electricity network. This agreement applies only to the System identified in Your SEG 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 rights, obligations and liabilities under this agreement will not be affected. We fully reserve the right to change the 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

The commencement date of this agreement is set out in Your SEG Confirmation.

Your commencement date is one of the following:

- 1) If We have installed a new smart meter for You, Your commencement date and SEG readings begin on the day the smart meter installation has been completed and Your export meter point administration number (MPAN) is registered with Us; or
- 2) You’ve come to us a new customer and We have registered either Your existing export meter point administration number (MPAN) as part of the supplier change over or created a new MPAN for You, Your commencement date and SEG readings begin on the day Your MPAN is registered with Us.

### 3. Eligibility Criteria

To be eligible to participate in the Utility Warehouse SEG Scheme, You confirm that You meet all of the following criteria:

- Your installation is an Eligible Technology Type for the SEG scheme (see [uwdc.co.uk/seg](http://uwdc.co.uk/seg) for more information);
- Your System has an installed capacity of no more than 5MW (or 50kW for micro CHP systems);
- Your System is accredited by MCS (Microgeneration Certification Scheme) or an equivalent scheme to the MCS (Microgeneration Certification Scheme)

- The electricity exported by Your System is measured by an export capable meter;
- You are not receiving an export Payment from any other energy supplier; and
- You declare that any information You provide to Us is complete and accurate.

To participate in the Utility Warehouse SEG Scheme You must have an export meter connected to Your System that is compliant with the metering legislation, and capable of measuring export at half-hourly intervals. The meter must have an associated export MPAN and be registered under the Balancing and Settlement Code. If You do not have a compliant export meter, We will arrange to install one free of charge provided We are also Your Import Electricity Supplier. If We do not supply Your electricity You will need to arrange the installation of a compatible export meter with Your Import Electricity Supplier and provide Us with the information needed to setup Your Export supply for the SEG scheme once the installation is completed. Your export meter should be located in an accessible location and access made available to Us or Our appointed contractor to take Export Readings. In certain circumstances, the installation of Your System may result in Your import electricity meter running backwards or not recording readings accurately for any other reason. You must contact Us (or Your Import Electricity Supplier if We do not supply Your import electricity) immediately if this is the case and We will arrange for a new smart 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 in Us suspending all SEG payments until the situation is resolved.

#### **4. Tariff Prices and Payment**

We will make SEG Payments in accordance with the provisions of this agreement and the requirements of Ofgem (and any future successor organisations that may replace Ofgem), provided that you comply with the eligibility criteria set out in section 3 and have provided Us with the necessary meter readings (where applicable). Upon receipt of valid export meter readings, whether manually submitted or gathered automatically through a smart meter, We shall pay to You a sum for the amount of electricity exported by Your System calculated in accordance with Your variable Export Tariff unit rate set out initially in Your SEG Confirmation, which may be superceded from time-to-time as set out in section 6. Your Export payments will be based on the readings from Your export meter. Your first payment may include accrued amounts from the commencement date in which your System was registered. SEG Payments shall be either paid to you by direct bank transfer, or such other payment method that We may offer to you (i.e. paid directly into your Utility Warehouse account). If We overpay We may recover the overpayment from you at a future payment run (this may be by deduction from a future SEG Payment if applicable). We reserve the right to reduce, withhold or recoup

SEG Payments if it has been identified that an error has occurred, including but not limited to metering and billing errors, by you, by Us or if an abuse of the Utility Warehouse SEG Scheme has been identified. If you dispute a payment statement, please contact Us immediately and We will work with you to resolve the issue.

Please note that there are some situations in which We are not obliged to make SEG payments. These include:

- 1) Any grid-stored electricity (also known as 'brown electricity' because it's not from a low-carbon, 'green' generation source);
- 2) Electricity generated by Non-eligible generators, including standby generators, batteries and other technologies not supported by SEG;
- 3) Any exported electricity from installed additional capacity, where the combined total installed capacity (TIC) exceeds 5MW (or 50kW for micro-combined heat and power (microCHP)).

Where electricity is produced in any of the scenarios above, We can decide whether We would like to purchase all of the electricity exported, none of the electricity exported, or make metering arrangements that allow for the deduction of the ineligible electricity exported.

## **5. VAT**

If you're not VAT registered, all Export Payments will be exclusive of VAT.

If you're registered for VAT, you agree to sign a self-billing agreement form that lets Us (if We agree to) produce self-

billed invoices for your Export Payments. This means you agree not to issue any VAT or other invoices for Export Payments due under the SEG scheme.

You must give us your VAT registration number and agree to tell Us immediately if your VAT number changes or if you stop being VAT registered.

You agree to tell Us immediately if you transfer your business as a going concern – in whole or in part.

When you accept self-billing, we'll calculate the VAT and give you a compliant self-billing invoice, which you'll need to complete your VAT return. You're then responsible for declaring and paying the VAT shown on the self-billing invoice to HMRC on the due dates. We won't be held responsible for you not declaring the VAT shown on the self-billed invoice as your output tax at the correct time.

## **6. Changes to Tariffs**

Your Export Tariff unit rate is subject to periodic review by Us, Your Export Tariff unit rate may be altered (either increased or decreased) and Our right to change the unit rate is expressly reserved. 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 SEG Confirmation and installation certification received with your SEG application) in any way, as this may affect your Export Tariff unit rate. If you fail to notify Us of any change (which is later discovered); We will take

the appropriate action. In the event of this happening, We reserve the right to withhold, reduce or recoup payments if the change to your System impacts your SEG Tariff unit rate. This agreement will then terminate and you will receive a new agreement and SEG Confirmation.

## **8. Ending this Agreement**

You may terminate this agreement upon written notice. If you have terminated this agreement to switch to another supplier, the date upon which this agreement shall terminate is the date on which We agree with the new supplier. 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;
- 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 export meter. Upon receipt of Meter Readings, We shall pay you, for the amount of electricity you have exported back on to the national electricity network in accordance with this agreement.

## **9. Meter Readings**

Where possible, We will retrieve your export readings automatically. However, where this is not possible You agree to provide Us with the export meter readings at least every three months from the commencement date as set out in your SEG Confirmation. In order to receive a SEG Payment We require

at least one meter reading from your export meter within each Quarter during the term of the agreement. If you fail to do this, We will be under no obligation to make a SEG payment to you. Your meter readings must be accurate and reflect the value shown on the appropriate meter from the point at which they are due.

## **10. 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 readings. 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 SEG Confirmation may be void.

## **11. Data Protection**

We will process the information you provide to Us in accordance with the General Data Protection Regulations, The Data Protection Act 2018 and Our privacy notice available at [uwdc.co.uk/privacy](http://uwdc.co.uk/privacy).

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 the regulatory authority or government and industry bodies who may use it for the purpose of administering, reporting and auditing the SEG scheme or in order to comply with any accreditation process and such other information as requested by regulatory authority or government and industry bodies in relation to the Utility Warehouse Smart Export Guarantee Scheme. 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.

## **12. Liability**

You must pay any reasonable costs and expenses that arise if We have to take action because you break the terms of this agreement. We will not be liable to You for anything other than SEG Payments which are properly due in accordance with the terms and conditions of this agreement. In no circumstances shall We be liable to You for any loss of profits, loss of sale or business, loss of anticipated savings, and/or any indirect or consequential loss. Nothing in this agreement seeks to limit or exclude any liability which cannot be limited by law (i.e. death or personal injury by Our negligence). This agreement does not affect Your legal rights.

## **13. Moving Home**

You must notify Us as soon as possible if You transfer ownership of Your System. We are only obliged to pay the Generator (legal owner) of the System. It is Your responsibility to agree ownership of the System and consequently SEG payments as part of any house move. If you move home and still wish to receive the SEG Payment, it is Your responsibility to ensure that meter readings are submitted where required to continue receiving SEG Payments.

## **14. 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 SEG Scheme.

## **15. Complaints**

If You are not satisfied with any part of Your service, please email **energy@utilitywarehouse.co.uk** or call Us on **0333 777 0 777**. We will assess Your complaint and do all We reasonably can to resolve this situation to Your satisfaction.

If You are still not happy please see Our website at **<http://uwdc.co.uk/complaints>** for Our full complaint handling procedures.

