

## Solar Savings Terms and Conditions

This contract relates to the purchase of electricity by Good Energy from you. The electricity we purchase must be generated by you from renewable sources using equipment you own at the home you live in.

Your contract with us comprises the following documents:

- these Solar Savings Terms and Conditions;
- your Application; and
- the Tariff Information Label.

We may update these Solar Savings Terms and Conditions from time to time and we'll show the most up-to-date version of these terms and conditions on our website, [goodenergy.co.uk](https://www.goodenergy.co.uk). You can also ask us for a copy of the current version at any time at any time.

## Meaning of words and phrases used in this contract

In this contract, when the following words are used they have the meanings shown below:

**Act:** means the Electricity Act 1989, as amended from time to time.

**App:** means our mobile application through which you can view information about your account and our products and services.

**Application:** means the application made by you to participate in the Solar Savings scheme.

**BSC:** means the Balancing & Settlement Code.

**contract:** means:

- these Solar Savings Terms and Conditions;
- your Application (if applicable); and
- the Tariff Information Label,

all of which are entered into between you and us.

**Eligibility Criteria:** means the requirements set out in clause 2.2 and any applicable Tariff Eligibility Criteria.

**Export Electricity:** means the amount of energy generated by the Installation that is not used onsite and is exported to the Network.

**Export Meter:** means a communicating Smart Meter that is enrolled and adopted with the Data Communications Company which measures the amount of electricity exported from the Property to the Network and has a dedicated export MPAN.

**Export Meter Reading:** means the amount of electricity generated by the Installation and exported to the Network measured by an Export Meter.

**Export Only Payments:** means any payments made by us to you under this contract for Export Electricity (as measured by the Export Meter) at the Export Only Rate.

**Export Only Rate:** means the rate we may place you on if you and/or the Installation no longer meet one or more of the Eligibility Criteria.

**Feed-in Tariff Scheme or FiT Scheme:** means the government feed-in tariff scheme as set out in the Feed-in Tariff Order 2012 (as amended from time to time).

**FiT Licensee:** means a licensed electricity supplier which is participating in the FiT Scheme (either on a mandatory or voluntary basis).

**Good Energy, we, our, us:** means Good Energy Limited (Company Number 03899612).

**Installation** means the generating asset described in the Application or if there is no Application, the generating asset at the property you own and in respect of which we are registered as the export supplier.

**MCS:** means the Microgeneration Certification Scheme, a scheme to administer the installation of microgeneration installations below 50kW total installed capacity.

**MCS Certificate:** means the MCS certificate produced by the installer of the Installation.

**MPAN:** means a Meter Point Administration Number, as defined in the BSC.

**National Terms of Connection:** means the national terms of connection as described in clause 13.

**Network:** means the electricity distribution network owned by the Network Operator.

**Network Operator:** the company licensed to deliver electricity and run the electricity distribution network for the area where the Property is located.

**Solar Savings Payments:** means any payments made by us to you under this contract for Export Electricity which are paid by reference to the tariff set out in your Tariff Information Label (rather than the Export Only Rate).

**Property:** means the location of the Installation.

**Smart Meter:** means an electricity meter installed at the Property that we can communicate with and read remotely without needing to visit the Property.

**Tariff Eligibility Criteria:** means the tariff eligibility criteria applicable to your tariff, set out on our website.

**Tariff Information Label:** means the document shown on our website (including any updates) which sets out certain information specific to your tariff including pricing.

**Working Day:** any day other than a Saturday, Sunday or a bank holiday in England, Scotland or Wales.

**you, your:** means the individual or individuals named as 'the customer' in the 'Application' or if there is no Application, the person who is the owner of the property in respect of which we are registered as the export supplier.

## 1. THIS CONTRACT

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1.1. Your contract with us will start on the first to occur of the following events:

- we (or a third party agent acting on our behalf) both agree on the phone or by e-mail or webchat that we'll purchase electricity from you;
- we receive a completed application form in respect of our purchase of electricity from you;
- for website applications, once you have clicked to agree that you accept these terms and conditions; or
- you move into a property as set out in clause 1.3.

1.2. You have 14 days from the date that your contract starts to cancel your contract. Clause 1.1 above confirms when your contract starts. For the avoidance of doubt, if you have recently moved into a property that we purchase electricity from and you have not entered into a contract with us in one of the other ways described in the first three bullet points of clause 1.1 above, you are free to switch who purchases your electricity at any time.

1.3. If we were already registered as the export supplier when you moved into the Property and you have not entered into a contract with us in relation to our purchase of electricity generated by the Installation, you must notify us immediately. We will be entitled to treat you as if you had agreed to the terms of this contract from the date that you became the new owner of the Property, but we may only pay you the Export Only Rate for Export Electricity.

1.4. If clause 1.3 applies to you and you want to end this contract, you can either sign up to a new contract with us or arrange for another supplier to take over as the registered export supplier in respect of the Property.

1.5. If we supply electricity and/or gas to the Property, our domestic supply contract with you in relation to the Property will govern our supply of energy to you.

## 2. ELIGIBILITY CRITERIA

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2.1. For the duration of the contract, you must comply with all of the Eligibility Criteria. If at any time you do not meet one or more requirements of the Eligibility Criteria, you will no longer be eligible for (and we will have no obligation to pay you) Solar Savings Payments and we shall be entitled to place you on our Export Only Rate. We shall also be entitled to end this contract in accordance with clause 8.3 below.

2.2. You must:

- be a domestic electricity supply customer of Good Energy in relation to the Property and not be in breach of the contract terms in relation to the supply of electricity;
- be the owner of the Installation;
- have provided to us a copy of your completed MCS Certificate for the Installation;
- have provided us with a copy of the G98 report or certificate in respect of the Installation;
- have an Export Meter and have consented to us taking half hourly readings from the meter;
- not still be registered for feed-in tariff export payments under the FiT Scheme;
- not be claiming any feed-in tariff export payments under the FiT Scheme at the same time as claiming and/or receiving any Solar Savings Payments; and
- not have received any public grants in connection with the Installation and/or the Property that would make you ineligible to receive Solar Savings payments.

2.3. The Installation must:

- if it is a solar, wind or micro-CHP installation, be certified under the MCS;
- have a total installed capacity of no more than 50kW;
- be registered with the Network Operator;
- generate electricity wholly from one of the following energy sources:
  - Solar Photovoltaic (PV);
  - Hydro;
  - Micro-combined heat and power (micro-CHP);
  - Wind; or
  - Anaerobic Digestion (AD);
- be located in Great Britain; and
- for any anaerobic digestion generation assets, have an 'AD Reporting Start Date' provided by Ofgem. In order to receive your AD Reporting Start Date, you must complete and submit a declaration to Ofgem confirming your intent to seek export payments and to comply with ongoing Smart Export Guarantee sustainability and reporting requirements. Once Ofgem have received and reviewed your declaration, Ofgem will email you with a confirmation of the 'AD Reporting Start Date'. You should send this to us on receipt.

### 3. SALE OF EXPORT ELECTRICITY

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- 3.1. Subject to clause 2, from the date we are registered as the export supplier in respect of the Property until the time we cease to be registered as the export supplier in respect of the Property, you will sell us and we will purchase the Export Electricity (as measured by the Export Meter).
- 3.2. You agree that you will not sell or try to sell the Export Electricity to any person other than us during the period between the start date of this contract and the date that this contract ends and will sell all electricity to us with good title and free from all encumbrances with title in such electricity transferring from you to us at the Export Meter.

### 4. PAYMENTS

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- 4.1. The amounts that we will pay you for Export Electricity are set out in the Tariff Information Label.
- 4.2. It is important to note that you have agreed to receive a variable tariff and that we have the right to pay you the Export Only Rate in a number of circumstances. This means that the amount that we pay you for Export Electricity may be varied throughout the duration of your contract at our discretion. We will give you reasonable notice of any change to your tariff and you will be entitled to end this contract at any time thereafter.
- 4.3. If we are your domestic supplier of electricity and/or gas in respect of the Property, we will, subject to having accurate Export Meter Readings, send you periodic statements setting out how much we owe you for Export Electricity. If the amount that we owe you for Export Electricity in a specified period:
  - is less than the amount you owe us in relation to consumed gas and/or electricity under the domestic supply contract in respect of the Property (whether deemed or otherwise), we shall be entitled to set off the amount we owe you under this contract in the specific period against the amount that you owe us under this contract and/or the domestic supply contract in respect of that Property and you shall pay us the net difference; or
  - is more than the amount you owe us in relation to consumed gas and/or electricity under the domestic supply contract in respect of the Property (whether deemed or otherwise):
    - we shall be entitled to set off the amount we owe you under this contract in the specific period against the amount you owe us under this contract and/or future amounts you may owe us in relation to consumed gas and/or electricity at the Property by applying such amount as a credit to your account; and
    - without prejudice to the above, if your meter readings are up to date on both your domestic supply tariff (if relevant) and Export Electricity account, you may make a written request to us for a payment from us to your bank account of any credit on your account which solely relates to Export Electricity.
- 4.4. If we are not your domestic supplier of electricity or gas in respect of the Property, we will:
  - send you periodic statements as set out in your Tariff Information Label (subject to meter readings being up to date) and we will apply the amount due to you as a credit on your account; and

- provided your meter readings are up to date in relation to Export Electricity, you may make a written request to us for a payment from us to your bank account of the credit on your account with us.

4.5. We have no obligation to make payments to you:

- for any 'Brown Export' – i.e. electricity exported to the Network that was not generated wholly by the Installation from one of the energy sources set out in clause 2.3;
- if you and/or the Installation do not satisfy the Eligibility Criteria; and/or
- if you and/or the Installation do not satisfy and/or cease to satisfy one or more of the Tariff Eligibility Criteria (although we may, at our discretion, choose to make Export Only Payments to you for Export Electricity in such circumstances).

4.6. If you do not pay your bills as you have agreed to under your domestic supply contract with us and/or Good Energy Gas, including failing to maintain your direct debit and/or you are in breach of this contract, we may, until all outstanding payments relating to your domestic supply contract have been made to us and you have remedied any such breach, suspend payments of any amounts due to you under this contract, including suspending crediting your electricity and/or gas account with us with amounts due to you from us under this contract.

4.7. If you owe us money under this contract, we can start charging you interest at 3% a year above the Bank of England current base rate. We can do this from the day which is 28 days after we initially told you that the amount was owed.

4.8. We reserve the right to reduce, withhold and/or recoup payments if it has been identified that an error has occurred regardless as to the source of the error. This includes recouping payments if you are fraudulently receiving export payments under the FiT Scheme or if any payments are made to you that relate to a period where you no longer met one or more of the Eligibility Criteria and/or the Tariff Eligibility Criteria.

## 5. YOUR OBLIGATIONS

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5.1. You must ensure that the Installation is operated and maintained in accordance with all applicable law and good industry practice.

5.2. You shall use your best endeavours to ensure that for the duration of this contract the Installation and you meet the Eligibility Criteria and the Tariff Eligibility Criteria and that the Installation operates at its optimal efficiency.

5.3. You must notify us as soon as reasonably possible of any of the following:

- any change of ownership of the Installation and/or the Property;
- any change to the Installation (including any change to the capacity of the Installation), the metering at the Property and/or any other matters which may affect your entitlement to Solar Savings Payments; and/or
- if you and/or the Installation do not and/or cease to meet any of the Eligibility Criteria and/or any of the Tariff Eligibility Criteria.

5.4. If the Installation is registered under the Feed-in Tariff Scheme you cannot receive export payments under that scheme at the same time as you receive payments under this contract. After you have entered into this contract you may only opt back in to receive export payments under the FiT Scheme once in any 12-month period.

5.5. If we are appointed as your FiT Licensee in respect of the Installation, by entering into this contract you have instructed us to opt you out of export payments under the FiT Scheme.

If we are not appointed as your FiT Licensee in respect of the Installation you must have notified your FiT Licensee that you have opted out of export payments under the FiT Scheme prior to signing up to this contract.

- 5.6. If there is a change of ownership of the Installation and/or the Property, you must notify any new owner of the Installation and/or the Property of this contract.
- 5.7. You must pay us, within 10 Working Days of receipt of an invoice from us, any charges and/or expenses (plus associated VAT) that we reasonably incur (either directly or indirectly) in connection with any visit to the Property in connection with metering equipment and/or meter readings, any breach by you of the National Terms of Connection, any breach of this contract and/or any payment to you of Solar Savings Payments and/or Export Only Payments when you are not entitled to such payments (including payments made to you after the time you cease to own one or more of the Installation and/or the Property).
- 5.8. You may not charge a battery energy storage system at your Property using power that has not been generated by the Installation and then export power from your battery energy storage system as Export Electricity. If we reasonably believe that you may be in breach of this clause, we may place you on our Export Only Rate. We shall also be entitled to end this contract in accordance with clause 8.3 below.

## 6. METERING

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- 6.1. All of our export tariffs require half-hourly meter readings from a Smart Meter which are supplied to us automatically. If we are unable to automatically obtain a meter read for any reason, we will need to collect manual export readings from you and evidence relating to your manual export readings (such as photographs). If you don't give us a meter reading and/or the supporting evidence we request we will not be able to pay you until we have received this.
- 6.2. You must take reasonable care to make sure that any meter and the metering equipment at the Property is not damaged or interfered with. If you fail to do so, we may require you to pay our or our agents' reasonable costs for visiting the Property and for any work that we or our agents carry out in relation to the meter and/or the metering equipment.
- 6.3. If there is any damage, a fault or other problem with the meter or the metering equipment at the Property, or if you think it has been tampered with, you must tell us immediately. You must not tamper with the meter, metering equipment and/or the export of electricity from the Property.
- 6.4. In the event that we believe any meter and/or metering equipment at the Property is damaged, has been interfered with and/or is broken, we retain full discretion over how to manage this, including whether or not to accept estimates provided by you.
- 6.5. You agree to give to each of us, our agents and the Network Operator safe access to the Property, the meter and the metering equipment (including the Export Meter) in any of the following circumstances:
  - at all reasonable times for any reason that relates to your electricity export from the Property, the meter and/or metering equipment. This includes access for us and/or our agents to read, inspect, repair, swap, test, install, isolate and/or remove a meter and/or change the settings on a meter and/or stop your export of electricity to the Network; and
  - at any time in an emergency or if we need to visit for any other reason and we're legally entitled to do so.

- 6.6. You must make sure that your meter is in a safe and suitable position to allow us and/or our agents to read the meter. If it is not, you must allow us to move the meter to a suitable position. We may charge you for the cost of moving the meter to the new position. We will not charge you if it was our fault that the meter was located in a position that was not suitable.
- 6.7. You agree to let us use the Smart Meter to manage your export of electricity from the Property, these activities may include reading, repairing or updating the Smart Meter, switching it from various modes, disconnecting your export ability (in the circumstances we've set out in this contract) or monitoring the energy you export. In the majority of cases these activities will not involve us physically visiting your Property.
- 6.8. You allow us to collect information from your Smart Meter for as long as we supply you with energy and/or purchase energy from you. We'll only use the information from your Smart Meter to do certain things, for example we may use your Smart Meter for any of the following purposes:
- to calculate the amount we owe you under this contract;
  - to take part in a government-approved trial;
  - to monitor, repair and/or update the Smart Meter, smart display and/or any related systems;
  - to disconnect and/or discontinue the export of electricity from the Property in any circumstances where we can do so under the terms of the contract and/or under any industry codes and/or regulations;
  - to monitor your energy use and/or export of electricity;
  - to allow us to provide you with data, analysis and/or usage readings;
  - to carry out research and analysis, create statistics and/or test computer systems;
  - to tell you how you can make the Property more energy-efficient;
  - to allow us to keep to our responsibilities and/or to exercise our rights under the contract and/or under any industry codes and/or regulation;
  - to enable us to monitor the Installation and other equipment and infrastructure and notify you if we believe something may be wrong; and/or
  - to tell us how your Smart Meter is working, for example if there have been any faults or damage.
- 6.9. Your use of the App will be governed at all times by our mobile application end-user licence agreement and any rules and policies applied by the relevant app store that you download the App from.
- 6.10. Use of the App may also be subject to in-app purchases and subscription fees from time to time, the cost of which we will advise you of. If you choose not to subscribe or make certain in-app purchases then the content and functionality you are able to access may be limited.

## 7. CHANGES TO THIS CONTRACT

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We can change any of the terms of this contract at any time. This may include where we need to make changes to the contract as a result of Ofgem making changes to any of our licences. We'll give you reasonable notice in writing in the event that any changes disadvantage you in advance of the changes taking effect.



## 8. ENDING THIS CONTRACT

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- 8.1. You may end this contract at any time by appointing a new export supplier in respect of the Property. This includes during the 14 day cooling off period as set out at clause 1.2 above.
- 8.2. Your right to receive Solar Savings Payments and your right to receive Export Only Payments will end on the date that you cease to own the Property and/or the Installation. You must comply with your obligation to notify us of this as set out in clause 5.3.
- 8.3. We may end this contract immediately in any of the following circumstances:
- you break any term or condition of this contract and/or any domestic supply contract in relation to the Property between you and us and/or Good Energy Gas and we think this is serious (for example, if you tamper with your meter or make or claim a fraudulent payment);
  - you or the Installation no longer meet any of the Eligibility Criteria;
  - we have reasonable grounds to believe you are committing fraud or abusing any services provided under this contract; and/or
  - we no longer have the relevant licences and/or are not party to the relevant industry documents required in order for us to perform our obligations under this contract.
- 8.4. This contract will terminate immediately if Ofgem gives a "Last Resort Supply Direction" to another supplier in respect of the energy in relation to the Property.
- 8.5. If we end the contract, we may take steps to disconnect your Export Meter MPAN. For the avoidance of doubt, this will not affect the supply of electricity to your Property.
- 8.6. At the end of this contract it is important that you provide us with a meter reading and evidence relating to your manual export readings (such as photographs) if we ask you to. We will collect (and where this is not possible for any reason, we will ask you to send) an Export Meter Reading in respect of the Export Meter. If we cannot get a final Export Meter Reading, we will use the last available Export Meter Reading prior to the time this contract ended.
- 8.7. The termination of this contract will not affect any rights which may have accrued to either party prior to its termination.

## 9. OUR LIABILITY

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Our liability	Loss or damage
<b>Full liability</b>	Death or injury caused by either us or our agents where we or our agents have been negligent or have acted fraudulently.
<b>£10,000 for each and every event or if there are a number of connected events that cause you loss, £10,000 in total for these events</b>	Any loss or damage caused by our breach of this contract or our or our agents' negligence.
<b>Amount we are entitled to recover from the Network Operator on your behalf</b>	Loss or damage caused to you by the Network Operator.

<b>No responsibility</b>	Any economic loss or damage caused to you (e.g. loss of profit, income, business, contractor goodwill).
	Any indirect, consequential or special loss.
	Any interruption to your export of electricity.
	Where we are required or entitled to take action under our electricity licence.

## 10. USING PERSONAL INFORMATION

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We're committed to protecting your personal information and data. We may process information which can personally identify you for the purposes of purchasing and accepting, the Export Electricity. A full explanation of how Good Energy manages your personal data can be found at [goodenergy.co.uk/privacy-policy/](https://goodenergy.co.uk/privacy-policy/). Alternatively, we can provide a copy to you by post on request. If we make any changes to the privacy policy which materially and adversely affect you, then we'll let you know.

## 11. OUR COMPLAINTS PROCEDURE

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If you're unhappy with the service we have provided or any statements we have issued and want to make a complaint, you can contact us at [goodenergy.co.uk/get-in-touch](https://goodenergy.co.uk/get-in-touch) or by using the contact details at clause 15 below. All disputes and complaints are dealt with in accordance with our published complaints procedure which is available on request and can also be found at [goodenergy.co.uk/customer-care/help-topics/complaints](https://goodenergy.co.uk/customer-care/help-topics/complaints).

## 12. INDEPENDENT ADVICE

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- 12.1. At any point during the complaints process you can obtain free and independent advice from the Citizens Advice Consumer Service. There is also a 'Know Your Rights' leaflet which can be found at [goodenergy.co.uk/know-your-rights](https://goodenergy.co.uk/know-your-rights). To find out more visit [citizensadvice.org.uk/energy](https://citizensadvice.org.uk/energy) or call the Citizens Advice helpline on **0808 223 1133**.
- 12.2. If you have followed the steps in our complaints procedure in full and your complaint still hasn't been resolved within 8 weeks or we have sent a final response and you are not happy, you can take your case to the Ombudsman Services: Energy. They offer a free and independent investigation of your complaint and any decision they come to is binding on Good Energy. To find out more visit [ombudsman-services.org/energy](https://ombudsman-services.org/energy) or call the Ombudsman Services Energy helpline on **0330 440 1624**.

## 13. NATIONAL TERMS OF CONNECTION

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We are acting on behalf of the Network Operator to make an agreement with you. The agreement is that you and your Network Operator 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. It sets out rights and duties in relation to the connection at which your network operator delivers electricity to, or accepts electricity from, your home or business. In the case of some non-domestic sites, as further described in the NTC, the NTC provide for the continuing application of site-specific connection terms agreed with a previous owner or occupier of the site. Your network operator will be able to tell you whether or not site-

specific connection terms exist. If you want to know the identity of your network operator, or want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 1st Floor, 4 More London Riverside, London, SE1 2AU: phone 0207 706 5137, or see the website at [www.connectionterms.co.uk](http://www.connectionterms.co.uk).

## 14. GENERAL TERMS AND CONDITIONS

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- 14.1. The laws of England and Wales or Scotland apply to this contract, depending on where the Property is located.
- 14.2. If, at any time, you don't keep to any part of this contract and we don't respond, this doesn't prevent us from taking action in the future.
- 14.3. If a court or other authority (such as Ofgem) tells us that a part of this contract is not valid, the rest of the contract will not be affected.
- 14.4. Nothing in this contract affects any of your statutory rights.
- 14.5. No provision of this contract shall be enforceable by any person who is not a party to it, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 14.6. We may assign and/or transfer any or all of our rights and obligations under this contract without requiring your consent. As a result, that party will acquire the rights and assume the obligations as if it had been the original party to the contract with you. You cannot assign or transfer any of your rights or obligations under this contract without first obtaining our consent in writing.
- 14.7. Any provision of this contract that expressly or by implication is intended to apply after it has ended shall remain in full force and effect.

## 15. CONTACT

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- 15.1. Contacting us – You can contact us by email, phone or letter as follows. Any notices served under this contract need to be in writing.  

Address:	<b>Good Energy, Monkton Park Offices, Monkton Park, Chippenham, SN15 1GH</b>
Email:	<b>hello@goodenergy.co.uk</b>
Telephone:	<b>0345 034 2400</b>
- 15.2. Contacting you – Unless we specifically state in your contract that we will communicate with you in writing or are otherwise required or choose to do so, any communication that we send to you under this contract will be via email. You can ask us to communicate with you using another method by emailing: **hello@goodenergy.co.uk** or calling us on **0345 034 2400**.
- 15.3. Any letters sent under this contract will be deemed to have been received 2 Working Days after the date that the letter was posted. Any emails will be deemed to have been received the Working Day after it was sent, provided that the sender does not receive an unreturned email.