

Good Energy's Feed-in Tariff Scheme Terms and Conditions

This document sets out the terms and conditions that are applicable to participation in the UK government's Feed-in Tariff scheme ("FiT Scheme") via Good Energy Limited.

References in this document to "You" or "Your" are to the "FiT Generator" i.e. the person who owns a relevant renewable electricity generating system and wishes to participate in the FiT Scheme.

References in this document to "We" or "Us" or "Our" are to Good Energy Limited (company number 03899612), whose registered office is at Monkton Park Offices, Monkton Park, Chippenham, SN15 1GH. Other expressions which have particular meanings when used in this document are explained in clause 2 of these terms and conditions.

1 Our Agreement with You

Our Confirmation and these terms and conditions together constitutes Our Statement of FiT Terms for the purposes of the FiT Scheme and form the basis of a legally binding contract (the "Agreement") between You and Us in relation to Your participation in the FiT Scheme in respect of Your Eligible Installation (as defined in clause 4). Clause 3 of these terms and conditions explains when the Agreement will start to take effect.

2 Definitions

"Agreement" has the meaning which is given to that expression in clause 1 above;

"Application Form" means Our "Feed-in Tariff sign up form" or any other application form or documents which We may have required You to provide by way of Your application to Us to participate in the FiT Scheme and appoint us as your FiT Licensee. In situations where You then provide us with any revised or supplementary information as part of the application process, that information will be treated for the purposes of this Agreement as being part of the Application Form and the date that we receive the final information from You will be treated as the date on which we received Your Application Form.

"Authority" means The Office of the Gas and Electricity Markets (Ofgem) or any other authority which becomes responsible in the future for administering the FiT Scheme or aspects of it;

"Central FiT Register" means the register maintained by the Authority for the purposes of the FiT Scheme;

"Confirmation" means the confirmation We send You that Your application to participate in the FiT Scheme via Us has been successful and containing (amongst other things) details relating to the registration of Your Eligible Installation on the Central FiT Register, or confirmation that we have been registered as your FiT Licensee, as appropriate;

"Eligibility Date" means the date from which Your entitlement to FiT Payments commences, as recorded in the Central FiT Register and confirmed in the Confirmation;

"Eligibility Period" means the period during which You are entitled to receive FiT Payments, as recorded in the Central FiT Register and confirmed in the Confirmation;

"Eligible Installation" has the meaning which is given to that expression in clause 4.1.1 below;

"Export Meter" means (where applicable) a meter which measures the amount of electricity, generated by Your Eligible Installation, which is then exported to the grid;

"Export Meter Reading" means the measure by an Export Meter of the amount of electricity, generated by Your Eligible Installation, which has been exported to the grid;

"Export Payment" means a payment under the FiT Scheme which is based on the amount of electricity, generated by Your Eligible Installation, which has been exported to the grid and

measured by the applicable Export Meter or Smart Meter or (where applicable – see clause 8.3 below) which is treated as having been exported to the grid;

"FIT Licensee" means a licensed electricity supplier which is participating in the FiT Scheme (either on a mandatory or voluntary basis);

"FiT Payment" means a payment under the FiT Scheme in respect of electricity generated by Your Eligible Installation, being either a Generation Payment or an Export Payment;

"FiT Scheme Rules" means the relevant standard licence conditions (i.e. those applicable to licensed electricity suppliers) which govern the operation of the FiT Scheme, the Feed-in Tariff Order 2012 (as amended) and any other legislation, rules or guidance (including guidance published by the Authority) which apply to the FiT Scheme from time to time. As at the date of issue of these terms and conditions, further information on these rules can be found on the Ofgem website at www.ofgem.gov.uk;

"Generation Meter" means a meter which measures the amount of electricity generated by Your Eligible Installation;

"Generation Meter Reading" means the measure by a Generation Meter of the amount of electricity generated by Your Eligible Installation;

"Generation Payment" means a payment under the FiT Scheme which is based on the amount of electricity generated by Your Eligible Installation and measured by the applicable Generation Meter;

"kW" means kilowatt;

"Meter Reading" means (as applicable) either a Generation Meter Reading and/or an Export Meter Reading;

"Metering Regulations" means all regulations with which Generation Meters and/or Export Meters must comply as part of the FiT Scheme Rules, including (as at the date on which these terms and conditions are issued):

- Schedule 7 to the Electricity Act 1989;
- The Meters (Approval of Pattern of Construction and Manner of Installation Regulations 1998 (S.I. 1998/1565);
- The Meters (Certification) Regulations 1998 (S.I. 1998/1566);
- The Electricity (Approval of Pattern of Construction and Installation and Certification) (Amendment) Regulations 2002 (S.I. 2002/3129);
- The Measuring Instruments (EC Requirements) (Electrical Energy Meters) Regulations 1995 (S.I. 1995/2607);
- The Measuring Instruments (EC Requirements) (Electrical Energy Meters) (Amendment) Regulations 2002 (S.I. 2002/3082); and
- The Measuring Instruments (Active Electrical Energy Meters) Regulations 2006 (S.I. 2006/1679);

"Nominated Recipient" means a person appointed by You to receive particular FiT Payments and recorded as such on the Central FiT Register;

"Quarter/Quarterly" refers to the periods which are used, under the FiT Scheme Rules, for administering payments to and from FiT Licensees in relation to the FiT Scheme. We will then use these periods as the basis for making FiT Payments to You, so that We pay You after We have received corresponding payments from the Authority. As at the date on which these terms and conditions were issued, the periods in question are the periods ending 31 March, 30 June, 30 September and 31 December in each year;

"Reading Date" means the date(s) by which You are required to provide Us with an Export Meter Reading and/or a Generation Meter reading, as applicable, for particular Quarters. These will be the

dates set out in the Confirmation or any revised dates that We decide should apply, and then tell You about, in order to reflect changes to the Quarterly basis on which We administer FiT Payments;

"Smart Export" means the actual amount of export calculated based on the reading from Your Smart Meter at the site of the Eligible Installation at the property;

"Smart Meter" means an electricity meter installed at the Your Eligible Installation that We can communicate with and read remotely without needing to visit Your Eligible Installation at the property; and

"Welcome Pack" means the welcome pack or other document(s) that We may send You either when you are discussing the potential for using Us as Your FiT Licensee or after we receive Your Application (whether or not including a Confirmation).

3 Commencement and Duration

- 3.1 This Agreement will take effect for each Eligible Installation, and Your participation in the FiT Scheme via Us will become fully effective for each Eligible Installation, as soon as (but not before) all of the following have happened:
- 3.1.1 Your Eligible Installation has been registered successfully on the Central FiT Register;
 - 3.1.2 Your Eligible Installation is recorded on the Central FiT Register as being owned by You;
 - 3.1.3 We are recorded on the Central FiT Register as being the "FiT Licensee" in respect of Your Eligible Installation; and
 - 3.1.4 We have received a signed document (including without limitation a signed framework agreement where relevant) from You confirming Your acceptance of this Agreement.
- 3.2 Your Confirmation will confirm the date on which this Agreement takes effect in respect of Your Eligible Installation and, if the Eligible Installation is being registered as a new installation, will also specify the following unless we have already sent these to You in a Welcome Pack:
- 3.2.1 Your Eligibility Date and Eligibility Period, as recorded on the Central FiT Register and based on information You have provided about Your Eligible Installation;
 - 3.2.2 the relevant "Generation Tariff" and (if applicable) "Export Tariff" rates that will be applicable initially to Your Eligible Installation – see clauses 9.2 to 9.4 for more detail on these;
 - 3.2.3 the relevant "Reading Dates" by which You are required to have provided Us with a Generation Meter Reading and (if applicable) Export Meter Reading. As indicated in clause 2 above, We may change these dates from time to time by telling You about the revised dates that will apply. Good Energy are not under an obligation to provide meter reading reminders, but may contact you to request a Generation Meter Reading/Export Meter Reading.
- 3.3 Having taken effect under clause 3.1 above, this Agreement will continue in force until it is terminated in any of the circumstances described in clauses 10 and 144 below.

4 Eligibility Criteria & Other Requirements

- 4.1 By joining the FiT Scheme and entering into this Agreement, You confirm that the criteria set out in the following parts of this clause 4.1 are met in relation to the renewable electricity generating system described in the Application Form. You must therefore ensure that all of these criteria are and will be met:

- 4.1.1 the renewable electricity generating system described in the Application Form is an "eligible installation" within the meaning of the FiT Scheme Rules. This system is therefore referred to in the rest of this Agreement as the "**Eligible Installation**";
 - 4.1.2 You are the owner of the Eligible Installation;
 - 4.1.3 Your Eligible Installation is located in Great Britain and has a total installed capacity (within the meaning of the FiT Scheme Rules) of no more than 5MW (or 2kW for micro CHP systems);
 - 4.1.4 Your Eligible Installation has been commissioned and is MCS certified or ROO-FIT accredited (in either case, within the meaning of the FiT Scheme Rules);
 - 4.1.5 a Generation Meter which is compliant with the Metering Regulations is in place for Your Eligible Installation;
 - 4.1.6 where applicable (see clause 8.2 below) an Export Meter which is compliant with the Metering Regulations is also in place for Your Eligible Installation. Please note that We reserve the right to not accept applications in respect of generating systems below 30kW that have an Export Meter;
 - 4.1.7 You have not received any grants from public funds in respect of any of the costs of purchasing and/or installing Your Eligible Installation or if You have received any grants in relation to costs of this kind, You have informed Us of this and have repaid the grants in question if this is required, in accordance with the FiT Scheme Rules, for You to participate in the FiT Scheme;
 - 4.1.8 You have not claimed, and will not be claiming, renewables obligation certificates (ROCs) in relation to Your Eligible Installation;
 - 4.1.9 for the period in which this Agreement with Us is effective, You have not received, and will not be receiving, any payments under the FiT Scheme from any other energy company in relation to electricity generated by Your Eligible Installation;
 - 4.1.10 if Your Eligible Installation is "off-grid" within the meaning of the FiT Scheme Rules, Your intention is to use any and all electricity generated by Your Eligible Installation and You understand that any electricity generated but not so used will not be eligible for payments under the FiT Scheme; and
 - 4.1.11 If Your Eligible Installation is "off-grid" within the meaning of the FiT Scheme Rules, You have received a grant from public funds in relation to Your Eligible Installation and (where possible to do so under the FiT Scheme Rules) You still wish to claim payments under the FiT Scheme by making use of the "de minimis" exemption under state aid rules, Your Eligible Installation is not an undertaking by virtue of carrying on any other economic activity and You do not and will not sell any of the electricity it generates.
- 4.2 It is essential that We have complete and accurate information about Your Eligible Installation and other issues that relate to Your right to participate in the FiT Scheme and receive payments from Us under this Agreement. For this reason:
- 4.2.1 You must ensure that all information (including, as illustrative examples only, any confirmation or declaration set out in this or any other document) that You provide to Us in relation to the FiT Scheme and/or this Agreement is complete and accurate at the time You provide it to Us;
 - 4.2.2 You must ensure that if any information You have already provided to Us (including, but not limited to, any declarations and other information in the Application Form) ceases to be accurate or up to date, You then inform Us in writing of the change as soon as reasonably possible and ensure that We are provided with the correct, updated information, including any appropriate supporting documentation that may

be needed to verify the change. Examples, but not in any way an exhaustive list, of some of the particular changes that might occur and that You would need to inform Us about include: (i) any modification to Your Eligible Installation which might affect its eligibility or capacity calculation (including reductions or extensions, storage device, Smart Meter installation) for the purposes of the FiT Scheme; (ii) any change in the ownership of Your Eligible Installation; and (iii) decommissioning;

- 4.2.3 We may ask You from time to time to provide Us with additional information or documents to verify the accuracy of information You have provided previously or to fill in any gaps in the information We need to have about You and Your Eligible Installation. We may also ask You from time to time to provide us with a specific confirmation that information held on the Central FiT Register about You and Your Eligible Installation is complete and accurate. In any situations of the kind described in this clause, You must respond to Us in writing with the required information, documents or confirmation as soon as reasonably possible;
 - 4.2.4 When You tell Us about a change to information You have provided to Us previously, We may need to update the Central FiT Register accordingly. The relevant changes will apply from the date on which the Authority confirms they should take effect; and
 - 4.2.5 You must ensure that You retain for at least one year any information which You receive from Us, or provide to Us, in relation to the FiT Scheme and/or this Agreement. This includes all the meter readings taken from or supplied by You, including Generation Meter Readings and/or Export Meter Readings supplied to Us under this Agreement, as well as details of all payments made to You under the FiT Scheme.
- 4.3 If We ask You to do so at any time and provide You with reasonable notice, You must ensure that We or any person authorised by Us is given safe access to Your premises for any of the following purposes:
- 4.3.1 to inspect and test any Generation Meter and/or Export Meter and collect Generation Meter Readings and/or Export Meter Readings; and/or
 - 4.3.2 to inspect the Eligible Installation and verify the accuracy of any information You have provided to Us in relation to the FiT Scheme and/or this Agreement.
- 4.4 You must ensure that You comply with all of Your other obligations set out in these terms and conditions, including those set out in clause 8 below in relation to metering.
- 4.5 The consequences of You not meeting (or ceasing to meet) the eligibility criteria described in clause 4 above (or any other criteria that may be applicable under the FiT Scheme Rules) are that You will not be entitled to receive (further) payments under the FiT Scheme. Further details on rights which We will have in circumstances where You do not comply with the FiT Scheme Rules and/or any of Your obligations under this Agreement are set out in other clauses in these terms and conditions – see in particular clauses 9.10, 9.11, 10.2 and 10.4 below.

5 Obligations of Good Energy

- 5.1 As long as You comply with Your obligations under this Agreement, We will make payments to You at the times and at the rates described in clause 9 below.
- 5.2 We will not impose any obligations on You which are additional to, or more onerous, than those that are necessary to enable Us to meet Our obligations under the FiT Scheme.
- 5.3 We will not discriminate without objective justification in terms of changing Your electricity supplier or the prices for supply and other charges as between You and other parties to whom electricity is supplied by Us.

- 5.4 We will fulfil Our obligations under the FIT Scheme efficiently and expeditiously as long as We are not prevented from doing so by any act or omission by You.

6 Grid Connection Arrangements

- 6.1 If Your Eligible Installation is connected to the grid so as to allow electricity generated by the Eligible Installation to be exported to the grid, You must ensure that You have obtained any permission that is needed from the local electricity grid network operator to make these exports and that You comply with any requirements relating to ongoing use of the grid connection for these purposes. If a connection agreement with the network operator, governing the export arrangements, is not already in place, then by exporting electricity to Us under this Agreement, We may be required under electricity industry rules to ensure that You enter into a standard connection agreement with the network operator under the industry standard procedure described in clause 6.2 below.
- 6.2 Where applicable (see clause 6.1 above), We are acting on behalf of Your 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 Agreement and it affects Your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection where Your network operator delivers electricity to, or accepts electricity from, Your home or business. If You want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF; phone 0207 706 5137; or see the website at www.connectionterms.co.uk.

7 Storage Devices

- 7.1 If You have a storage device connected to or installed for Your renewable electricity generating system You must notify Us at the start of this Agreement and provide Us with a copy of the schematic diagram of the storage device which will need to show the installation, the storage device and the metering arrangements. If You don't have this, You should contact Your storage device installer to obtain a copy.
- 7.2 Where there is a connected storage device present and You do not have an Export Meter, You shall only be entitled to receive FiT Payments for electricity generated by Your renewable electricity generating system and deemed exported electricity if Your Generation Meter is sufficiently capable of isolating the amount of electricity generated by Your renewable electricity generating system. If You have an Export Meter, You will only be entitled to receive FiT Payments for electricity exported to the local electricity network if Your Export Meter is capable of isolating the amount of electricity exported by Your renewable electricity generating system.

8 Metering

- 8.1 You must ensure that the Generation Meter complies with the Metering Regulations and is located, in an accessible location (see clause 8.4).
- 8.2 If Your Eligible Installation has an installed capacity of above 30kW and You wish to claim FiT Payments for electricity exported to the grid (i.e. "Export Payments"), You must ensure that an Export Meter is in place and that the Export Meter complies with the Metering Regulations and is located in an accessible location (see clause 8.4). If Your Eligible Installation has an installed capacity of above 30kW and a compliant Export Meter is not place, You will not be entitled to claim any Export Payments.
- 8.3 If Your Eligible Installation has an installed capacity of 30kW or less and an Export Meter is not in place, the amount of electricity which is treated as having been exported to the grid

(as long as Your Eligible Installation is connected to the grid) will be calculated by Us on a "deemed" basis in accordance with the FiT Scheme Rules. If you have a functional Smart Meter at the site of the Eligible Installation at the property then you will not be eligible for deemed export payments, but actuals (Your Smart Export) in accordance with the FiT Scheme Rules. We will attempt to notify you if We are unable to obtain a reading from Your Smart Meter. If We continue to be unable to obtain a reading from Your Smart Meter, it will be calculated by Us on a "deemed" basis in accordance with the FiT Scheme Rules.

- 8.4 Clauses 8.1 and 8.2 place an obligation on You to ensure that the Generation Meter and (if applicable) the Export Meter is located in an accessible location. What exactly this means will depend on the particular circumstances of Your Eligible Installation. However, as a general rule, it will mean: (i) that the relevant meter is in a location and a position that means it can easily be accessed and read by a person without the use of any equipment, such as tools, a ladder or a torch; and (ii) that Your installer has installed the relevant meter in line with any relevant industry guidance relating to accessibility issues, such as guidance produced by the MCS. Please note that unless otherwise agreed with us, the relevant meter cannot be installed in unboarded lofts. For Eligible Installations in a rural location, it also means that the building in which the meter is installed is easily accessible on foot from a public road. If We reasonably consider, following a visit by one of Our appointed metering agents/contractors, that any Generation Meter or Export Meter is not (for whatever reason) in an accessible location, We will have the right to require You to pay a reasonable charge, based on the additional costs payable to Our agent for gaining the necessary access.
- 8.5 You will be responsible for ensuring that the Generation Meter and (if applicable) Export Meter is operating properly and that You provide Us with accurate Meter Readings by no later than the Reading Dates. All Meter Readings must be provided in accordance with the procedures described in the Confirmation or such revised procedures as We may reasonably introduce and notify to You subsequently. If You do not provide Us with a particular Meter Reading, in accordance with the relevant procedure, by the applicable Reading Date, We will have the right to suspend payment for the Quarter in question and not pay You until the following Quarter (assuming the situation has been resolved satisfactorily by then).
- 8.6 As well as providing Us with Meter Readings which You have taken, when required, We may request a photo verification to remotely inspect your Generation Meter and/or Export Meter/s in accordance to the biennial meter inspection requirement pursuant to the FiT Scheme Rules. In the event a physical inspection is needed You must also allow Our appointed agents/contractors to access Your premises in order to inspect and test the Generation Meter and/or Export Meter and/or take Meter Readings of their own to enable Us to verify the accuracy of information You have provided to Us. We are required to ensure that photo verifications and/or physical visits of this kind are carried out at least once every two years unless the rules of the FiT Scheme allow Us to verify Meter Readings remotely through signed declarations from You or a data handler acting on Your or Our behalf. If we are permitted to verify Meter Readings remotely in respect of Your Eligible Installation, we will notify You and confirm the declaration requirements. If we are required to inspect Your Generation Meter or Export Meter and we are unable to gain access to Your premises to do so, or We are unable to verify Your meter photo submission, We will be entitled to suspend payment of any FiT Payments until the agents/contractors have been able to gain access and verify the accuracy of the relevant Meter Reading(s).
- 8.7 We will have the right to perform, or ask Our appointed metering agent/contractor to perform, checks on any Meter Readings that You submit and if those checks find that Your Meter Reading(s) are invalid, inaccurate or abnormal, then We may contact You to request proof of the accuracy of Your Meter Reading. In these circumstances, You will have the responsibility of providing Us with the required proof in order for the Meter Reading to be accepted by Us for the purposes of making the relevant FiT Payment. If we ask You to

provide the raw meter reading data for Your Eligible Installation to help us perform these checks, You must do so promptly. If We are not reasonably satisfied as to the accuracy of the Meter Reading, We will have the right to suspend the relevant FiT Payment for the Quarter in question as part of the abnormal reading process pursuant to the FiT Scheme Rules and to withhold payment until the situation has been resolved satisfactorily. Once resolved, the relevant FiT Payment will be added to your next FiT Payment and made at the same time. As part of the abnormal reading process Ofgem's fraud prevention team may be contacted for further investigation.

- 8.8 You must contact Us and Your electricity supplier (if not Us) immediately, or if You are not the occupier of the site at which the Eligible Installation is located You must ensure that the occupier will contact its electricity supplier immediately, if the import meter at the site is running backwards. Further information on meters that run backwards is available from the Authority online at www.ofgem.gov.uk.

9 Payment

- 9.1 You must provide Us with details of a UK bank account into which We will pay Your FiT Payments.
- 9.2 As long as You provide Us with the required Generation Meter Readings in accordance with clause 8 above, We will pay You a Generation Payment on a Quarterly basis or to such other frequency as we have agreed with You in writing. Each payment will be calculated by reference to the applicable "tariff code" (as recorded in the Central FiT Register and confirmed in the Confirmation) and the applicable tariff rate published by the Authority under the FiT Scheme Rules. We will aim to make each payment in line with the payment timescales described in the Confirmation or Welcome Pack.
- 9.3 As long as You have not opted out of receiving Export Payments and where required to do so You have provided Us with and We have received the relevant Export Meter Readings in accordance with clause 8, We will pay You an Export Payment on a Quarterly basis or to such other frequency as we have agreed with You in writing. If you have a Smart Meter installed at the Eligible Installation which is communicating and providing export readings We will submit an export reading as part of Your FiT claim to replace the deemed Export Payment. Each payment will be calculated by reference to the applicable "tariff code" (as recorded in the Central FiT Register and confirmed in the Confirmation) and the applicable tariff rate published by the Authority under the FiT Scheme Rules. We will aim to make each payment in line with the payment timescales described in the Confirmation or Welcome Pack, subject (where applicable – see next clause 9.4 below) to Us first having receiving an appropriate VAT invoice.
- 9.4 You may opt out of receiving FiT Payments for electricity that Your renewable electricity generating system has exported to the local electricity network. Contact Us by email or letter to confirm Your request in writing. Your opt out will become effective at the start of the next FiT Payment period as long as the period between opting out and the next payment period is more than 28 days. You can opt in again, at the market based price, 12 months after the date You opted out.
- 9.5 You will be responsible for working out whether or not You are required to charge VAT on amounts of electricity exported to the grid from Your Eligible Installation – please refer to HMRC for further guidance on this point. If You are required to charge VAT on exported electricity, We will only be required to pay the relevant Export Payment and associated VAT where, after providing Us with the relevant Export Meter Reading, You also provide Us with an appropriate VAT invoice.
- 9.6 For the avoidance of doubt, the amount of any FiT Payments paid to You will be calculated by reference to the FiT Scheme Rules, including the tariff rates published by the Authority

under these rules. Where tariff rates are changed by the Authority, or any other changes occur to the FiT Scheme Rules which affect the basis on which FiT Payments are made, the changes will be reflected in the FiT Payments that You are entitled to receive under this Agreement.

- 9.7 If You fail to provide Meter Readings within the required timescale (see clause 8.5) or if any Meter Readings do not pass Our checks (see clause 8.7), the relevant FiT Payments may be suspended until We have received from You fully updated, valid Meter Readings. If You provide valid Meter Readings by the next Reading Date that resolve the issues, we will add the suspended FiT Payment to the FiT Payment we make for the next Quarter.
- 9.8 If You require that FiT Payments are made to a Nominated Recipient then You must inform Us in writing. We will not start making FiT Payments to the Nominated Recipient until We have all the information that We need to verify that person's details and update the Central FiT Register accordingly. For the avoidance of doubt, even where FiT Payments are being made to a Nominated Recipient, You will remain fully responsible to Us for complying with the obligations set out in these terms and conditions, including the obligation to provide Meter Readings.
- 9.9 If at any time You wish to change the Nominated Recipient, then You must inform Us in writing. We will then send You a change of Nominated Recipient form for You to complete and return to Us. We will not start making FiT Payments to the new Nominated Recipient until We have all the information that We need to verify that person's details and update the Central FiT Register accordingly.
- 9.10 If You dispute a payment please contact Us immediately and We will work with You to resolve the issue.
- 9.11 We will have the right to reduce or withhold FiT Payments from You or recoup FiT Payments that have already been made in the following circumstances:
- 9.11.1 if it has been identified that there has been an error by the Authority, You or Us which has led to Us making FiT Payments in excess of Your entitlement under the FiT Scheme;
 - 9.11.2 if an abuse of the FiT Scheme is identified by the Authority;
 - 9.11.3 if We are required by the FiT Scheme Rules and/or any direction given to Us by the Authority to reduce, withhold or recoup FiT Payments from You. Examples (but not an exhaustive list) of when this might apply are where You have failed to provide particular information which is required under the FiT Scheme Rules or where information You have provided is then found to be inaccurate; and/or
 - 9.11.4 if any payments due from you under the Agreement remain outstanding at the point that the FiT Payment is payable.
- 9.12 If We are notified by the Authority that Your Eligible Installation has been suspended or removed from the Central FiT Register or that You have otherwise been suspended from participating in the FiT Scheme, We will have the right to suspend payment of any further FiT payments unless and until We are told by the Authority that We can re-commence making payments to You (either on the same basis as before, or on a reduced basis, if this is what the Authority requires).

10 Termination

- 10.1 In addition to Your rights to terminate this Agreement at clause 14.1, You will have the right to terminate this Agreement at any time on not less than three (3) months' notice by informing Us in writing of Your wish to do so. . If the reason for termination is that You wish to switch to another FiT Licensee, then the terms set out in clause 11 below will apply and the

termination will only take effect once the new FiT Licensee has been registered as Your FiT Licensee on the Central FiT Register.

10.2 This Agreement will terminate automatically in any of the following circumstances:

10.2.1 If You cease to be the owner of the Eligible Installation ;

10.2.2 if, for any other reason, You cease to be eligible to continue participating in the FiT Scheme in relation to the Eligible Installation (for example, where the Authority has withdrawn the Eligible Installation from the Central FiT Register on a permanent basis or because the Eligibility Period has expired);

10.2.3 if at any time We cease to be a FiT Licensee; and/or

10.2.4 if We have entered into a framework agreement with You and that framework agreement provides that this Agreement shall terminate.

10.3 We will also have the right to terminate this Agreement immediately, by informing You that We wish to do so, in the following circumstances:

10.3.1 if at any time You fail to comply in a significant way with the terms and conditions of this Agreement;

10.3.2 if at any time it is necessary for Us to terminate this Agreement in order to comply with the FiT Scheme Rules and/or any direction given by the Authority; and/or

10.3.3 if any change in the FiT Scheme Rules significantly impacts upon Our ability to comply with Our obligations in this Agreement or materially reduces the amount we receive from the Authority for being Your FiT Licensee or materially increases Our the cost to Us of being Your FiT Licensee and We are not able to recover those increased costs from You.

10.4 Any termination of this Agreement will not affect any rights which either You or We may have acquired before the date of termination, nor will it affect the continued applicability of any terms which need to continue beyond the termination date in order to give effect to the underlying intent of this Agreement (for example, terms which apply to the claiming by You after the termination date of FiT Payments for electricity generated prior to the termination date or, where applicable, the recouping by Us after the termination date of any overpayments made to You).

11 Switching

11.1 You will have the right to terminate this Agreement at any time on not less than three (3) months' notice if You wish to switch to another FiT Licensee to receive FiT Payments. You must inform Us in writing of Your wish to terminate this Agreement for this reason and provide us with details of the FiT Licensee to whom You wish to switch. You will also need to have applied to Your new FiT Licensee so that it can instigate the switching process by making the necessary changes to the Central FiT Register. We will then participate in the switching process as necessary in order to facilitate the switch to Your new FiT Licensee.

11.2 As part of the switching process, You will need to provide Your new FiT Licensee with a Meter Reading (or Meter Readings) for the switch date and Your current export status. The new FiT Licensee will then finalise the switch on the Central FiT Register and provide us relevant Meter Reading(s) for the switch date. We will not have any responsibility for making a final payment to You under this Agreement until We have received the necessary final Meter Reading(s).

12 Moving Premises

- 12.1 If You currently occupy the premises at which the Eligible Installation is installed but later move, You must notify us immediately. You may cease to be the owner of the Eligible Installation unless You agree with the new owner/occupant of Your current premises that You will continue to own the Eligible Installation. If you cease to own the Eligible Installation, this Agreement will terminate automatically (see clause 10.2.1 above). You must inform Us of this change as soon as possible and provide us with a Generation Meter Reading taken on the day You cease to own the Eligible Installation. Where You move premises but continue to be the owner of the Eligible Installation :
- 12.1.1 You must notify Us of any new address We should use for corresponding with You;
- 12.1.2 You must provide Us with evidence (for example, a copy of a relevant lease agreement) showing that, even though You have moved, You continue to be the owner of the Eligible Installation; and
- 12.1.3 it will be Your responsibility to ensure that You are able to continue complying with Your obligations under this Agreement, including the obligation to provide us with Meter Readings and the obligation to allow Us and/or Our appointed agents/contractors to gain access to the relevant property for particular purposes described in this Agreement.
- 12.2 If You cease to own the Eligible Installation on moving but the new owner of the Eligible Installation wishes to participate in the FiT Scheme via Us , You can facilitate this by requesting a form from Us that provides Us with information about the new owner and that (once completed and returned to Us) will allow Us to enter into a fresh agreement with the new owner directly.

13 Liability

- 13.1 This clause 13 sets out Your and Our entire financial liability (including any liability for the acts or omissions of Your or Our respective employees, agents and subcontractors) to each other in respect of:
- 13.1.1 any breach of this Agreement howsoever arising; and
- 13.1.2 any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 13.2 Nothing in this Agreement shall limit or exclude Your or Our liability for:
- 13.2.1 death or personal injury resulting from negligence; or
- 13.2.2 fraud or fraudulent representation; or
- 13.2.3 any other matter for which liability cannot lawfully be limited or excluded.
- 13.3 Without prejudice to clause 13.2, neither You nor We shall in any circumstances whatsoever be liable to each other:
- 13.3.1 for any failure to comply with this Agreement which is directly or indirectly caused by any circumstances beyond Your or Our reasonable control; or
- 13.3.2 whether in contract, tort (including negligence), or restitution, or for breach of statutory duty or misrepresentation, or otherwise for any:
- (a) loss of profit; or
- (b) loss of goodwill; or
- (c) loss of business or business opportunity; or

- (d) special, indirect or consequential damage;
suffered by You or Us that arises under or in connection with this Agreement.
- 13.3.3 Without prejudice to clauses 13.2 and 13.3 above, Our total liability arising under or in connection with this Agreement, whether arising in contract, tort (including negligence), or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall in all circumstances be limited as follows:
 - (a) for non-payment of FiT Payments properly due to You, to the amount unpaid; and
 - (b) for any other type of liability, to a maximum of £5,000 (five thousand pounds) per event or series of related events.
- 13.3.4 Without prejudice to clauses 13.2 and 13.3 above, nothing in this clause is intended to limit or exclude Your liability for:
 - (a) paying back to Us any FiT Payments which We are entitled to recoup from You under this Agreement or the FiT Scheme Rules; or
 - (b) paying Us any charges which are properly claimed by Us under this Agreement.
- 13.3.5 Without prejudice to clauses 13.2 and 13.3 above but subject to clause 13.3.4, Your total liability arising under or in connection with this Agreement, whether arising in contract, tort (including negligence), or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall in all circumstances be limited to a maximum of £5,000 (five thousand pounds) per event or series of related events.

14 Variation

- 14.1 Unless we have agreed otherwise with You in writing, We will have the right to vary this Agreement at any time by giving You written notice of the variation(s). We will ordinarily give You at least 20 days' prior notice. In the event that you do not wish to be bound by such variation, You shall be entitled to terminate this Framework Agreement provided that you notify Us before the variation takes effect.
- 14.2 Additionally, We will have the right to vary this Agreement on less than 20 days' notice where this is reasonably necessary in order to reflect any change in the FiT Scheme Rules, any other change in law (including the electricity licence conditions that apply to Us) or any change to the Central FiT Register. Where We consider it appropriate to do so, We may provide You with written notice of particular variations for the purposes of this clause by way of publishing the revised terms on Our website.
- 14.3 We reserve the right to introduce a variation that would allow us to charge You for administering Your participation in the FiT Scheme in respect of Your Eligible Installation or for providing any associated products or services to You. If we introduce a variation of this kind, clause 14.1 will apply.
- 14.4 We will have the right to transfer this Agreement to another company, and if We do so, Your obligations or liabilities under this Agreement will not be affected.
- 14.5 This Agreement is personal to You, as the owner of the Eligible Installation, and so cannot be transferred by You to anyone else.

15 Complaints

- 15.1 Should You have any question, comment or complaint relating to this Agreement and/or Your participation in the FiT Scheme via Us, please contact Us as soon as possible to discuss this.

- 15.2 In relation to any complaint We receive from You, We will seek to resolve that complaint and, in doing so, will comply with Our published dispute resolution process – currently accessible (as at the date on which these terms and conditions are issued) on Our website at www.goodenergy.co.uk.

16 Data Protection & Use of Information

- 16.1 We are committed to protecting Your personal information and data and will process any personal data in accordance with Good Energy's privacy policy as amended from time to time. You can find a copy of our policy at www.goodenergy.co.uk/privacy-policy this tells you more about your rights, how we use your information and how we may share your information. If we make any changes to the policy which materially or adversely affect you, then we will let you know,
- 16.2 You must ensure that where You provide Us with information relating to any other person (for example, a Nominated Recipient, a joint owner of the Eligible Installation or one of Your employees) You have permission to do so and have notified that person that his or her information, as provided to Us, may be used in the manner described in this clause 16.
- 16.3 Information You provide or that We hold about You or any Nominated Recipient may be used by us, our employees and/ or our agents, to help: (1) identify You when you call; (2) the detection and prevention of crime, fraud or loss; and (3) the administration of accounts, services, and products.
- 16.4 In addition to the circumstances described in clause 16.1 above, information about You or any Nominated Recipient can be shared between Us and third parties, including the Authority, other FiT Licensees and appointed meter reading contractors, where We consider this is necessary in order to fulfil Our obligations under this Agreement and/or the FiT Scheme.
- 16.5 We may monitor or record telephone calls, to help improve our customer service, for security purposes, for administering your account and debt recovery purposes.
- 16.6 You must ensure that where You provide Us with information relating to any other person (for example, a Nominated Recipient, a joint owner of the Eligible Installation or one of Your employees) You have permission to do so and have notified that person that his or her information, as provided to Us, may be used in the manner described in this clause 16.

17 General

- 17.1 Our notices in relation to this Agreement will be sent to You at the billing address. Your notices must be sent in legible writing, in the English language, either: by email to FIT@goodenergy.co.uk ; or by post to, FIT Renewable Energy, Good Energy, Monkton Park Offices, Monkton Park, Chippenham, SN15 1GH or such other address as We may notify You of at any time.
- 17.2 If there is any inconsistency between these terms and conditions and any other documents comprising this Agreement, then the following order of precedence will apply:
- 17.2.1 the Confirmation;
 - 17.2.2 the framework agreement between us (if any);
 - 17.2.3 these terms and conditions; and
 - 17.2.4 the Welcome Pack.
- 17.3 Where "You" comprise more than one person (for example, if You are collectively the partners in a firm), the obligations and liabilities of each of those persons under this Agreement are joint and several.

- 17.4 Each of the clauses and sub-clauses of this Agreement operates separately from the others and survives independently of the others. Consequently, if a court or other authority tells Us that a part of this Agreement is not valid, the rest of this Agreement will not be affected.
- 17.5 Neither You nor We have entered into this Agreement in reliance on any representation or warranty or other undertaking not fully reflected in these terms.
- 17.6 If You require anything from Us in addition to Our obligations under this Agreement We will be entitled to charge a reasonable amount for any work or materials, including administration charges.
- 17.7 If at any time You do not keep to any part of this Agreement and We do not respond, this does not mean that We will not take action in the future. For example, if We do not immediately take action to ask You for any money that You may owe Us, this will not stop Us from doing so in the future.
- 17.8 The laws of England and Wales apply to this Agreement for Eligible Installations that are located in England and Wales. Scots law will apply to this Agreement for Eligible Installations that are located in Scotland.