

SSE FEED IN TARIFF (FIT) STATEMENT OF TERMS

This FIT Statement of Terms for the provision of Generation and Export (where applicable) Feed-in-Tariffs by SSE Energy Supply Limited (trading as Southern Electric, Scottish Hydro, SWALEC, Atlantic and SSE) or by South Wales Electricity Limited, shall apply along with the Government Tariff Level Table, Welcome Letter and other terms specific to each Generator.

1 Definitions

"Address" means the address at which your FIT Generation Installation is located;

"Authority" means Ofgem;

"Commissioned" means the completion of such procedures and tests as are usual industry standards and practices in order to demonstrate the FIT Generation Installation is capable of operation;

"Central FIT Registry" is the register maintained by the Authority containing details of all FIT Generation Installations;

"Electricity Distributor" means the licensed operator of the distribution system to which your Address is connected;

"Eligibility Date" means the later of the date:

(i) the Authority (in the case of a FIT Generation Installation in clause 2.2.1 (a)) receives an acceptable written request from you to accredit your FIT Generation Installation under the ROO-FIT accreditation method or

(ii) we (in the case of a FIT Generation Installation in clauses 2.2.1 (b)-(e)) receive an acceptable written request from you to register your FIT Generation Installation via the MCS-certified Registration process;

(iii) on which the FIT Generation Installation is Commissioned; or

(iv) 1 April 2010.

"Eligibility Period" means the maximum period during which a Generator can receive FIT Payments for a particular Eligible Installation as set out in the table in the Government Tariff Level Table;

"Eligible Installation" means, on a Site, any installation owned by a Generator capable of producing Small-scale Low-carbon Generation from the same type of Eligible Low-carbon Energy Source, the Total Installed Capacity of which does not exceed the specified maximum Declared Net Capacity (those terms as defined in the FIT Order 2010);

"Export Tariff" means the payment rate per kilowatt hour for FIT Export from a FIT Generation Installation as set out in the FIT Payment Rate Table in the Government Tariff Level Table;

"FIT Generation Installation" has the meaning given to it in clause 2.2.1;

"FIT Order" means the order made in accordance with sections 45(3) and 41(1) Energy Act 2008;

"FIT Payments" means the amounts payable by reference to data in the Authority's Central FIT Register and further explained in clause 3;

"Generator" means you;

"Generation Tariff" means the payment rate per kilowatt hour of electricity generated by an Accredited FIT Installation as set out in the FIT Payment Rate Table the Government Tariff Level Table.

"Government Tariff Level Table" means the table displaying the Government set FIT Generation and/or Export Payments for FIT Generation Installations, or any Government guided tariffs thereafter, as provided by us;

"Grant" means funding from, or on behalf of, a public authority in relation to the cost of purchasing or installing the FIT Generation Installation;

"Nominated Recipient" means a person appointed by you to receive FIT Payments on your behalf and recorded as such on the Central FIT Registry in respect of a FIT Generation Installation owned by you;

"Permitted Grant" means a Grant which was made (where "made" means the date the offer of a Grant is accepted by the recipient):

(i) before 1 April 2010 in respect of costs of a FIT Generation Installation which was commissioned before 15 July 2009; or

(ii) before 1 April 2010 in respect of costs of a FIT Generation Installation on a residential property which was commissioned between 15 July 2009 and 31 March 2010; or

(iii) in respect of the reasonable additional costs of an installation to avoid or mitigate environmental harm, where the amount of the Grant is equal to or less than the amount of those costs.

"Tariff lifetime" means as set out in the Government Tariff Level Table;

"ROO" means the Renewables Obligation Order 2009 and Renewables Obligation (Scotland) Order 2009 (and any amendments);

"Small Scale Low Carbon Generation" means the use, for the generation of electricity, of any Plant which, in generating electricity, relies wholly or mainly on an Eligible Low-carbon Energy Source and the Total Installed Capacity of which does not exceed the specified maximum Declared Net Capacity;

"You" means the owner of the FIT Generation Installation (and "Your" shall be interpreted accordingly);

2 General/Eligibility

2.1 By accepting this FIT Statement of Terms, you agree that the information you provide us with is complete and accurate and that you are not in receipt of any grants from any authority relating to Your FIT Generation Installation other than those permitted by the Authority. If you are in receipt of a grant, please contact us to discuss this further.

2.2 In order to remain eligible for the FIT:

2.2.1 You must operate a:

- (a) ROO-FIT Accredited installation; or
 - (b) MCS-certified solar photovoltaic generating system with a capacity of 50kw or less; or
 - (c) MCS-certified wind generating system with a capacity of 50kw or less; or
 - (d) MCS-certified hydro generating system with a capacity of 50kw or less; or
 - (e) MCS-certified micro combined heat and power generating system with an electrical capacity of 2kw or less,
- which the Authority has both determined is suitable for participation in FIT and entered into the Central FIT Register in accordance with the FIT Order 2010 (each a **"FIT Generation Installation"**).
- 2.3 You are responsible for providing us with the information and evidence relating to you and your FIT Generation Installation requested by us as soon as reasonably practicable, including:
 - 2.3.1 any change to your FIT Generation Installation
 - 2.3.2 any change of ownership of the FIT Generation Installation;
 - 2.3.3 if the Nominated Recipient for your FIT Generation Installation changes; and
 - 2.3.4 quarterly meter readings from your FIT Generation Meter, and if appropriate, your FIT Export Meter;
 - 2.3.5 if You own or are a Nominated Recipient for any other FIT Generation Installation which is eligible for FIT Payments.
 - 2.3.6 Any extensions or reductions to your FIT Generation Installation.
 - 2.4 You shall confirm to us whether You are in receipt of any Grants at any point throughout the duration of this agreement between us.
 - 2.5 A Generator shall be entitled to receive FIT Payments and retain a Grant only where:
 - 2.5.1 the Grant is a Permitted Grant; or
 - 2.5.2 the Authority is satisfied that the making of FIT Payments would be in accordance with a de minimis aid commission regulation.
 - 2.6 A de minimis aid commission regulation is where:
 - 2.6.1 the Grant is made before 1 July 2011;
 - 2.6.2 the FIT Generation Installation was first commissioned before 1 October 2011; or
 - 2.6.3 the Authority is satisfied that the making of FIT Payments in respect of the FIT Generation Installation would be in accordance with a de minimis European Commission regulation.
 - 2.7 If you are an off-grid generator by agreeing to this statement of terms you hereby declare that it is your intention to use any and all electricity generated by your FIT installation and that you fully understand that any electricity generated but not so used will not be eligible for FIT payments.
 - 2.8 If a FIT Generation Installation is off-grid and in receipt of a Grant and You wish to claim FIT Payments in accordance with the de minimis commission regulation, by agreeing to this statement of terms You hereby declare that the FIT Generation Installation is not an undertaking by virtue of carrying on any other economic activity and You do not sell any of the electricity it generates.

3 FIT Payments

- 3.1 Subject to the other terms of this FIT Statement of Terms, we will pay you the FIT Payments made by reference to data in the Authority's Central FIT Register on a quarterly basis within the next billing cycle after you are entered onto the Central FIT Registry and you agree to this FIT Statement of Terms as long as:
 - 3.1.1 Your FIT Generation Installation is within its Tariff lifetime;
 - 3.1.2 You are not receiving a FIT Payment from any other energy supplier;
 - 3.1.3 You continue to comply with this agreed FIT Statement of Terms; and
 - 3.1.4 You provide us with quarterly meter readings.
- 3.2 You may nominate a Nominated Recipient by providing us with written confirmation of such, who may (aside from receiving FIT Payments on your behalf) provide us with Generation and/or Export meter readings, although you will remain responsible for your obligations under this FIT Statement of Terms as if there were no Nominated Recipient. By doing so, you will make them aware of clause 9.
- 3.3 Your FIT Payments will be calculated from your Eligibility Date or once we are registered as your FIT supplier on the Central FIT Registry if you have switched to us from another FIT supplier and will subject to this statement of terms continue for the Eligibility Period.
- 3.4 If you have a registered ROO installation and intend to participate in the FIT scheme you shall only be entitled to accrued payments for a period of 6 months between your Eligibility Date and the date on which you are registered on the Central FIT Registry.
- 3.5 FIT Payments will be based on the Generation meter readings you provide to us and the data from the Central FIT Registry applicable to your FIT Generation Installation. You will provide us with meter readings on a quarterly basis by email or post to the addresses in clause 16 or by phone on 08450 767634.
- 3.6 If you fail to provide meter readings within the required time scale, or if the meter readings fail validation by us, Your Generation Tariff Payment for that quarter will be carried over to the next quarter for which we receive a fully updated valid meter reading within the required timescales.
- 3.7 We reserve the right to withhold FIT Payments due to you if we are instructed to do so by the Authority.
- 3.8 You must inform us of any installations, including any extensions, which may affect the eligibility and capacity calculation of a FIT Generation Installation.
- 3.9 If you have more than one FIT Generation Installation which are not being measured separately and are the same type of FIT Generation Installation, the FIT Payments due to you will be pro-rated based on the maximum operating capacity of each FIT Generation Installation.
- 3.10 If You extend a FIT Generation Installation which was commissioned:
 - 3.10.1 before 18 October 2011:

- (a) within 12 months of the date that Your FIT Generation Installation was entered onto the Central FIT Registry then such extension will be treated as part of the original FIT Generation Installation in accordance with the Authority's Supplier Guidance document and as such the tariff rate You are eligible for will be updated; or
 - (b) more than 12 months from the date that Your FIT Generation Installation was entered onto the Central FIT Registry then such extension will be treated as a separate FIT Generation Installation (except when determining a total installed capacity); or
- 3.10.2 after 18 October 2011 using the same technology as the original installation then such extension will be treated as a separate FIT Generation Installation (except when determining a total installed capacity) and the extension will have its own eligibility period and tariff rate. The eligibility date will be based on the FIT Generation Installation's commissioning date. The tariff rate will be based on combined capacity of the extended installation.
- 3.11 If you have FIT Generation Installations of different technologies which share a generation meter then the lower of the two tariffs that would otherwise be received if each FIT Generation Installation had a separate meter will be applied to all the generation recorded from that meter.
- 3.12 If there has been an error made by us, you or the Authority which has resulted in you receiving FIT Payments in excess of your entitlement, we may either:
- 3.12.1 reduce Your next FIT Payment in order to recover the excess; or
 - 3.12.2 request that You repay the excess; or
 - 3.12.3 withhold further FIT Payments as appropriate in order to recover the excess.
- 3.13 If there has been an error made by us, you or the Authority which has resulted in you receiving FIT Payments below your entitlement, we will credit your next FIT Payment in order to reimburse you.
- 3.14 We will be entitled to reduce, recoup or withhold FIT Payments in the event that you are involved in the abuse of the FIT scheme and this has been registered on the Central FIT Registry.
- 3.15 If your FIT Generation Installation is not connected to the electricity grid, you declare that it is your intention to use any and all electricity generated by your FIT Generation Installation and that you fully understand that any electricity generated but not so used will not be eligible for Export Payments.
- 3.16 If you dispute a payment statement, please contact us immediately and we will work with you to try and resolve the issue.

4 Export

- 4.1 This clause will only apply to you in the event that you request to register to export your generated electricity.
- 4.2 If your Export capacity is 30kW or more, you must have an Export Meter. If you have an Export Meter which is Commissioned and registered under the Balancing and Settlement Codes (whether your capacity is above 30kW or not), you must give us quarterly meter readings from it as detailed in 3.5. If your Export capacity is 30kW or below and you do not have an Export Meter, your export rate will be based on deemed amounts for the following FIT Generation Installation:
- 4.2.1 50% of the Generation Meter reading for Solar PV, wind, micro-combined heat and power, anaerobic digestion; and
 - 4.2.2 75% of the Generation Meter reading for hydro.
- 4.3 Exporting will not affect your right to claim FIT Payments for your FIT Generation Installation.
- 4.4 We will make FIT Export Payments calculated using the Export Tariff based on the quantity of Export measured by your method of Export measurement in accordance with clause 4.2 until the earlier of:
- 4.4.1 we receive notice from you that you no longer wish to Export from a date in the future and such notice is not cancelled before that date; or
 - 4.4.2 this FIT Statement of Terms is terminated.
- 4.5 As a purchaser of exported electricity we will make FIT Export Payments without VAT unless you send us a valid VAT invoice. You are required to notify us if you are VAT registered.
- 4.6 You must decide whether to opt in for FIT Export Payments during the registration process. You will be unable to change that selection until at least the first anniversary of the date on which you were entered onto the Central FIT Registry by the Authority. This is the case regardless of whether you switch FIT supplier. After that first anniversary you will be permitted to change your selection but no more than once every 12 months. Once you have given us a notice under sub-clause 4.4.1, you may cancel it if you wish to continue exporting and we have not already processed your cancellation or you have previously cancelled exporting within the past year.

5 Meters

- 5.1 Your Generation and Export Meters (as applicable) must both comply with the terms of the following legislation (as amended):
- 5.1.1 Schedule 7 to the Electricity Act 1989;
 - 5.1.2 Meters (Approval of Pattern or Construction and Manner of Installation) Regulations 1998;
 - 5.1.3 Meters (Certification) Regulations 1998;
 - 5.1.4 Electricity (Approval of Pattern or Construction and Installation and Certification) (Amendment) Regulations 2002;
 - 5.1.5 Measuring Instruments (EC Requirements) (Electrical Energy Meters) Regulations 1995;
 - 5.1.6 Measuring Instruments (EC Requirements) (Electrical Energy Meters) (Amendment) Regulations 2002; and
 - 5.1.7 Measuring Instruments (Active Electrical Energy Meters) Regulations 2006.
- 5.2 You must ensure that your Generation and (if applicable) Export meter is located, where reasonable, in an accessible location, meets all current meter legislation, is protected, maintained in good working

- order and kept in safe condition. You must let us know immediately if the meter gets interfered with or damaged, if you fail to do so your FIT Payments may be suspended.
- 5.3 You will allow us or any other person nominated by us, access to the Generation and (if applicable) Export meter, at all reasonable times and at any time in an emergency. This is so they can inspect, test and read the Generation or Export Meter for any purpose under this FIT Statement of Terms. If we are unable to gain access to the Generation and/or Export meter then we may suspend your FIT Payments.

6 Switching from another FIT Supplier

- 6.1 If we take over your supply of FIT Payments from another supplier, you:
- 6.1.1 authorise us to cancel your existing statements of terms or agreement(s) with your present FIT supplier on your behalf;
 - 6.1.2 allow us to ask for information about you from your previous FIT supplier and disclose this information to relevant parties in order to carry out our responsibilities; and
 - 6.1.3 will give us Generation and Export (where applicable) Meter Readings at the date in clause 3.2.
- 6.2 We have a duty to participate as required to facilitate the Switching of a FIT Generator. If you inform us that you wish to cancel this FIT Statement of Terms with us and you are to obtain the FIT from another FIT supplier, you:
- 6.2.1 must give us at least 28 days prior written notice;
 - 6.2.2 will give us meter readings in order for us to calculate any outstanding FIT Payments due from/to you; and
 - 6.2.3 authorise us to provide information about you to your new FIT supplier and we will participate with your new FIT supplier to transfer your FIT supply to them.

7 Moving Home

- 7.1 If you move home and still wish to be the Recipient of the FIT Payment, it is your responsibility to ensure that quarterly meter readings are submitted as required to continue receiving FIT Payments.
- 7.2 If you move home and wish for the new occupant to become the Nominated Recipient you must contact us with the information required to enable us to determine and/or validate the new Nominated Recipient's details and to update the Central FIT Register. Please see clause 8.3 for details of how to do so. When we have received confirmation from the Authority that the Central FIT Register has been amended with the new Recipient's details, this agreement will end.
- 7.3 We are only obliged to pay the Recipient as named in the Central FIT Register. It is your responsibility to agree ownership of the FIT as part of any house move. For details of how to notify us of a change of ownership, please refer to section 8.3.

8 Termination

- 8.1 This FIT Statement of Terms will be terminated (and you will cease to be eligible for FIT Payments from us under this agreement):
- 8.1.1 on the day you request, so long as you have given us at least 28 days written notice, provided that:
 - (a) on the day of termination, either another supplier has started to provide FIT Payments in respect of the FIT Generation Installation or you have informed us that the FIT Generation Installation has been disconnected,
 - (b) you have provided us with a Generation and Export (where appropriate) meter reading; and
 - (c) if we agree that no monies remain outstanding for longer than 28 days (where we sent you a statement before you gave notice); or
 - 8.1.2 on the date you are no longer the owner of the FIT Generation Installation, provided you give us at least 10 working days prior written notice; or
 - 8.1.3 on the date the FIT Generation Installation is no longer registered with the Authority, provided you give us at least 2 working days prior written notice. Otherwise it will terminate on the first to occur of:
 - (a) the second working day after you have given us written notice; or
 - (b) the date that FIT Payments are supplied to you under a contract or a deemed contract with someone else.
- 8.2 We may terminate this FIT Statement of Terms (and you will cease to be eligible for FIT Payments from us) automatically if:
- 8.2.1 your FIT Generation Installation is out with its Tariff lifetime;
 - 8.2.2 your FIT Generation Installation is accredited under the ROO;
 - 8.2.3 the capacity of your installation is greater than 5MW (5,000kW) (or more than 2kW in the case of micro combined heat and power installation);
 - 8.2.4 you have been involved in the abuse of the FIT scheme and this has been registered on the Central FIT Registry; or
 - 8.2.5 the Authority informs us that you have been suspended or removed from the Central FIT Registry.
- 8.3 If you are planning to transfer ownership of the FIT Generation Installation You must provide us with written confirmation and supporting documents one month prior to such transfer of ownership. Once we are satisfied with the information provided, we will update the Central FIT Register and write to you and the new owner to confirm that this change has taken place. You must provide meter readings on the date of the change of ownership.

9 Variation

- 9.1 We can vary this FIT Statement of Terms for the provision of FIT Payments in this FIT Statement of Terms in accordance with any change in law, regulation or the Central FIT Registry.
- 9.2 If there is a change in circumstances relating to your FIT Generation Installation which requires a change in this FIT Statement of Terms, we will inform you of any changes or new terms to your detriment within 28 days of such change.
- 9.3 If you change your FIT Generation Installation for another FIT Generation Installation, we shall treat it as a new application.

10 Transfer of Information/Charges

- 10.1 You agree that we may transfer any outstanding amounts, credit and information in connection with your FIT Payments:
 - 10.1.1 from a previous FIT supplier to us;
 - 10.1.2 from us to a subsequent supplier but We will be entitled to recover outstanding amounts.
- 10.2 You agree that we may use the information provided by you to us pursuant to this FIT Statement of Terms for administration, reporting and auditing purposes by us and the Authority and for purposes relating to the FIT scheme and other compatible purposes.
- 10.3 We will provide you with the information held on the Central FIT Register relating to You and your FIT Generation Installation on an annual basis. You must provide a declaration that such information is complete and accurate or inform us of any errors. Failure to declare any changes to your FIT Generation Installation on an annual basis could result in your suspension or removal from the Central FIT Register and therefore the FIT scheme.

11 Our Duties to You

- 11.1 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.
- 11.2 We will fulfil our obligations under the FIT scheme as efficiently and expeditiously as possible.
- 11.3 If you want to change electricity supplier or we are changing our prices for supplying electricity or any other charges we will not discriminate between you and our other electricity supply customers without objective justification.

12 Complaints Procedure

If you are unhappy with the service you have received from us, please contact us in the first instance to try and resolve any issue You may have with us. If we cannot resolve the issue, we will refer you to the next step in the FIT complaints and dispute resolution procedure available on our website.

13 Assignment

- 13.1 Subject to clause 13.2, this FIT Statement of Terms is personal to you and you may only transfer it to someone else with our written agreement.
- 13.2 You shall have the right to assign your rights and obligations under this Statement of Terms in security to a bank or other financial institution who is your funder in relation to the FIT Generation Installation without our consent, provided you give prior notice to SSE of any such assignment.
- 13.3 We may, without your agreement, assign or transfer all or any part of our rights and subcontract any of our obligations under this FIT Statement of Terms to a party who holds the necessary authorisation(s). Your rights under Clause 8.1.1 will not be affected.

14 Enforcement of Rights

- 14.1 We can enforce any rights and obligations under this FIT Statement of Terms even if there is a delay in doing so.
- 14.2 If this FIT Statement of Terms are found to be unenforceable in whole or in part by any court of law or other regulatory or competent body, this will not affect any other part of this FIT Statement of Terms.

15 Limitation of Liability

- 15.1 We do not limit or exclude liability for death or personal injury caused by our negligent acts or omissions.
- 15.2 We will only be liable for loss or damage which is a reasonably foreseeable consequence of our breach of this FIT Statement of Terms up to a maximum liability of £100,000 in any calendar year. Neither you nor we will be liable to the other for any loss or damage which is indirect, consequential, economic or financial including loss of profit, revenue, goodwill, business, contract or wasted expenses.

16 Notices

- 16.1 Notices required under this FIT Statement of Terms will be in writing and delivered by hand, sent by post or by e-mail to the addresses below. We will send notices to your Address. We will assume you have received the notice 2 working days after we have sent it unless we receive evidence to the contrary. You must send notice(s) by post to: Feed-in Tariff - Microgeneration, SSE Energy Supply Limited, Eastern Business Park, Wern Fawr Lane, St Mellons, Cardiff CF3 5EA or microgeneration@sse.com.

17 Use of Personal Information

- 17.1 Information you provide or we hold may be used by us, our employees and/or our agents, including companies within the SSE group to help:
 - 17.1.1 identify you when you call;
 - 17.1.2 detection and prevention of crime, fraud or loss; and
 - 17.1.3 administration of accounts, services and products.

- 17.2 Information can be shared between us and third parties (including the Authority) who provide and/or receive services in relation to this FIT Statement of Terms in order to fulfil our obligations.
- 17.3 We may carry out fraud prevention checks with fraud prevention agencies and they will retain a copy of the search.
- 17.4 We may monitor or record telephone calls, to help improve our customer service, for security purposes, for administering your account and debt recovery purposes.

18 Governing Law

- 18.1 If the Address is in Scotland this FIT Statement of Terms shall be governed by Scots Law. Any disputes arising shall be dealt with by the Scottish Courts.
- 18.2 If the Address is in England or Wales this FIT Statement of Terms shall be governed by the Laws of England and Wales. Any disputes arising shall be dealt with by the English Courts.

19 Emergencies and Safety - Electricity

- 19.1 You must tell your Electricity Distributor immediately if you are aware of any matter or incident that either:
 - 19.1.1 causes danger or requires urgent attention regarding the supply or distribution of electricity; or
 - 19.1.2 affects or is likely to affect the maintenance of the security, availability and quality of service of the electricity distribution network. Contact details are printed on all statements and bills.

20 National Terms of Connection

- 20.1 We are acting on behalf of your Electricity Distributor to make an agreement with you. The agreement is that you and your Electricity Distributor 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 Electricity Distributor delivers electricity to, or accepts electricity from, your home or business.
- 20.2 If you want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 18 Stanhope Place, London, W2 2HH, phone 0207 706 5137, or see the website at www.connectionterms.co.uk.

21 Further Information

You are referred to the Ofgem Feed in Tariff: Guidance for licensed electricity suppliers (current version 2 reference 155/11) as may be amended from time to time issued by the Authority (which do not form part of these terms) which sets out guidance for suppliers on their duties under the feed in tariff scheme and provides details of the processes, procedures and interactions to enable delivery of the FIT scheme.

Version 1.2 May 2012