

STATEMENT OF TERMS EXPORT 12M SMALL BUSINESS

Important Information (Key Terms)

- Export 12m Small Business

- By signing up to this Export Tariff you confirm that you meet the following **Eligibility Criteria**:
 - Your installed generation capacity consists of anaerobic digestion (AD), solar photovoltaic (PV), onshore wind, hydro generation, or micro combined heat and power (micro-CHP) and you will only export electricity to us from this installation.
 - You are a Small Business customer that has their electricity supplied by EDF at the Premises specified in the Term Sheet.
 - You have an export meter installed which is capable of recording readings at half hourly intervals and which preferably auto sends readings. If the meter is not capable of sending EDF half hourly readings automatically, you will provide actual readings from the export meter every quarter or sooner if we request this.
 - You have provided us with an MCS certificate for the Eligible Installation.
 - You have provided us with a distribution network operator (DNO) letter for the Eligible Installation.
 - The Total Installed Capacity is 50kW or less (this is the “**Specified Maximum Capacity**”). This tariff does not make payments for capacity above this cap. If your capacity is above this cap, please contact us to ask about our Export Variable tariffs.
 - You have confirmed that you do not already receive or benefit from the FIT Export Tariff or receive Smart Export Guarantee (SEG) payments from another energy supplier.
- This Agreement starts once the export MPAN for your Eligible Installation is registered with us and that date will be confirmed to you through the Term Sheet. This should take place once your completed SEG application form has been checked and validated by EDF. This process is the same whether you are a Generator receiving SEG Payments for the first time or where you are Switching from another SEG Licensee.
- Once this Agreement has started, you can end it at any time by giving us 28 days written notice, and if you are a residential customer, can cancel it within 14 days of it starting. There are no exit fees for cancelling or ending the Agreement. Once this Agreement has ended we shall have no obligation to make any payments to you under it.
- Your **Export Tariff** is at the price (in pence per kWh) set out in the Term Sheet which accompanies these terms. The Term Sheet will set out if the price is variable or has a fixed price period.
 - If the price is variable or the fixed price period has ended, the Export Tariff prices can be changed by us at any time and we'll give advance notice of the revised tariff prices.
 - If the price has a fixed price period it will become variable at the end of the fixed price period and we will switch your Export Tariff to our Export Variable tariff or the EDF Export Variable Value tariff (as applicable) unless we agree otherwise. Prices for these tariffs are published online at www.edfenergy.com/sme-business/smart-export-guarantee-tariffs
- **If during the Term of this Agreement you switch your electricity supply away from EDF, we will move your export tariff to our Export Variable tariff (or its equivalent if it is replaced) and we will tell you when we do this along with the prices and terms that will apply. The price for this tariff is published online at www.edfenergy.com/sme-business/smart-export-guarantee-tariffs if you are a Small Business customer.**

Export Terms & Conditions

1. Commencement and Duration

- 1.1.** This Agreement shall commence on the date the Generator's export MPAN attached to the export meter for their Eligible Installation is registered with EDF (which will be confirmed in the Term Sheet) ("**Commencement Date**") and shall continue in force until terminated in accordance with this Agreement ("Term"). If you are a residential customer, you may cancel this Agreement in the cooling off period of up to 14 days before the Commencement Date upon written notice to EDF.

2. Eligibility and Participation in the Scheme

- 2.1.** The Generator represents, warrants and shall ensure that, for the Term of this Agreement:
- (a)** the details set out in Declaration are a true, complete and accurate record of the relevant details and meet the Eligibility Criteria, and the Authority's Requirements for participation in the Scheme;
 - (b)** it is eligible to receive SEG Payments from EDF for electricity exported by the Eligible Installation;
 - (c)** it has already or will have an export MPAN registered to EDF at the Site. If the Generator does not have a registered export MPAN, EDF will register this on behalf of the Generator in line with all applicable BSC industry rules;
 - (d)** it has and will keep installed an Export Meter at the Site;
 - (e)** it will promptly provide EDF with all information reasonably requested by EDF for the purposes of this Scheme;
 - (f)** it will comply at all times with the terms of this Agreement and any reasonable requirements of EDF;
 - (g)** it will receive its electricity and gas import supply from EDF Energy; and
 - (h)** it will comply with any Authority Requirements.
- 2.2.** The Generator undertakes and shall ensure that:
- (a)** it shall promptly notify EDF in the event that any details in the Declaration are subsequently found to be incorrect or in need of amendment;
 - (b)** it provides EDF with a Declaration, as frequently as EDF so requires, and in any event no less than annually, confirming that the details which it has provided to EDF with respect to the Eligible Installation are correct;
 - (c)** it provides EDF with Valid Meter Readings for the Export Meter. Meter readings measured by the Export Meter will be provided manually to us in line with your normal billing cycle;
 - (d)** it shall notify and provide EDF with all relevant information, evidence or declarations in relation to Extensions, Reductions or modifications to the Eligible Installation as soon as reasonably possible;
 - (e)** it shall inform EDF of any new installations, or changes or additions to any existing installations on the Site, which may have any impact on the Eligible Installation and the Export Meter; and
 - (f)** it shall provide EDF with any other information, evidence or declarations which the Authority requires.
- 2.3.** The Generator shall provide all such reasonable assistance to EDF as may be required.
- 2.4.** The Generator warrants as at the Commencement Date to EDF, and covenants to and for the benefit of EDF that for the duration of the Term:

- (a)** it maintains the Eligibility Criteria for each Eligible Installation for the purpose of supplying the Export Metered Output to the relevant Meter Point(s);
- (b)** it is a party to, and will maintain, all necessary agreements, including but not limited to a Connection Agreement and the other agreements referred to in the Industry Rules required in order to perform its obligations under that Agreement;
- (c)** it is complying with and will continue to comply with the Industry Rules and has, and will maintain, all Authorisations required for the ownership and operation of each Eligible Installation;
- (d)** will fulfil its obligations under the Agreement efficiently and expeditiously; and
- (e)** it will not, unless EDF otherwise agrees or it is required to do so under the Industry Rules, elect to restrict the export of electricity from any Eligible Installation to obtain, either directly or indirectly, any compensation from a third party.

3. The Eligible Installation

- 3.1.** With respect to the Eligible Installation, the Generator represents, warrants and shall ensure that, for the Term of this Agreement:
- (a)** all information, declarations and values provided by the Generator in the Declaration are true, complete and accurate records pertaining to their Premises, Site and the Eligible Installation Declaration;
 - (b)** the Eligible Installation has a Declared Net Capacity of no more than

the Specified Maximum Capacity;

- (c)** it has complied with all the Authority's Requirements;
 - (d)** there is an appropriate Export Meter which is in proper working order and is compliant with metering legislation and in particular:
 - (i)** that the Export Meter is only connected to other Eligible Installations which are eligible to receive Export Payments;
 - (ii)** that the Export Meter is registered under the BSC, and for such time as the Generator has elected to receive Export Payments from EDF, then that Export Meter shall also be registered under the BSC in the name of EDF;
 - (e)** it is not receiving any payments in relation to the Eligible Installation from any other SEG Licensee;
 - (f)** it is not receiving any FIT payments in relation to the Eligible Installation from any other FIT Licensee;
 - (g)** it is entitled to and will continue to be entitled to use and manage the Eligible Installation in accordance with this Agreement, and the requirements of the Scheme;
 - (h)** it has in place, and will maintain, such insurance in respect of each Eligible Installation (including business interruption insurances) as would be maintained by an operator acting in accordance with Prudent Operating Practice; and
 - (i)** with respect to Extensions to the Eligible Installation, the Generator acknowledges and agrees that the Eligible Installation including any such Extensions shall remain within the Specified Maximum Capacity.
- 3.2.** The Generator agrees that ownership and risk in the Eligible Installation shall at all times remain vested in the Generator.
- 3.3.** The Generator shall keep and maintain the Eligible Installation in a good and safe condition in accordance with Industry Rules at all times throughout the duration of this Agreement.
- 3.4.** Without prejudice to clause 3.3, the Generator shall immediately notify EDF, and the operator of the Relevant Distribution System (where appropriate) in the event of any fault with, or disrepair to, the Eligible Installation which could materially affect any of the following:
- (a)** the Generator's participation in this Scheme;
 - (b)** the amount of electricity which may be generated by that Eligible Installation;
 - (c)** the maximum generation capability of that Eligible Installation;
 - (d)** the Relevant Distribution System; or
 - (e)** the Generator's right to export electricity onto the Relevant Distribution System.

Change of Installation Ownership

- 3.5.** In the event that the Generator is no longer the owner of the Eligible Installation, the Generator shall, as soon as reasonably possible:
- (a)** give EDF no less than twenty-eight (28) calendar days prior written notice, after which time EDF shall send the Generator a Change of Ownership Notification form;
 - (b)** complete and send to EDF the Change of Ownership Notification form;
 - (c)** provide proof of the change of ownership of the Eligible Installation to EDF, and
 - (d)** submit to EDF a Closing Meter Reading for the Export Meter.

4. SEG Payments

- 4.1.** The Generator acknowledges and agrees that SEG Payments shall:
- (a)** accrue from the Commencement Date, or the date of the first Meter Reading if taken on such other later date;
 - (b)** end on the date this Agreements (including as a result of the Generator transferring their energy supplies to another energy supplier);
 - (c)** be payable only once EDF has confirmed that it has received from the Generator a copy of a validly executed version of this Agreement and completed Declaration;
 - (d)** be subject to variation where there is an Extension or Reduction or as otherwise set out in clause 16.6 of this Agreement; and
 - (e)** be payable only in respect of electricity exported by an Eligible Installation, and accordingly if EDF reasonably considers that any Meter Reading includes electricity generated by any other source (for example, without limitation, electricity from a non-eligible installation including from non-low carbon brown energy sources such as batteries and generators) EDF shall determine the proportion of such Meter Reading in respect of which SEG Payments are payable.
- 4.2.** EDF shall pay to the Generator the SEG Payments in accordance with clause 4.5 for any electricity which the Generator has exported, provided that the Generator has:

- (a) provided EDF with the Opening Meter Reading (with respect to the Export Meter) and Regular Meter Readings, in accordance with clause 5 below;
 - (b) provided EDF with Valid Meter Readings for the Export Meter upon validation on the Commencement Date and Meter Reading Months, and in subsequent billing periods;
 - (c) not submitted to EDF any Invalid Meter Readings;
 - (d) satisfied the Eligibility Criteria (and such criteria continues to be satisfied);
 - (e) provided EDF with the Declaration, as and when required;
 - (f) registered the Export Meter under the BSC in the name of EDF; and
 - (g) provided a valid actual meter reading from the registered export meter when requested by the supplier within the billing window.
- 4.3.** The Generator may be entitled to receive SEG Payments which shall be calculated as follows:
- 4.a.** Export Payment - Export Payments shall be based on Valid Meter Readings taken from the relevant Export Meter, and the Export Tariff, provided that an Opening Meter Reading for the Export Meter has been recorded and actual readings from the Export Meter will be provided by the Generator in line with their own billing cycle where payments will be made in line with the agreed unit rate;
 - 4.b.** where the Generator has not been recorded as being registered for VAT on the Declaration, VAT will not be payable on the electricity which the Generator has exported. Where the Generator has been recorded on the Declaration as being an organisation that is registered for VAT, then any Export Payments shall be inclusive of any VAT that may be payable
- 4.4.** The Generator acknowledges and agrees that:
- (a) the Export Tariff as set out in this Agreement shall be subject to variation, as determined by EDF from time to time, and with advanced written notice to you as set out in clause 16.6 of this Agreement;
 - (b) details of all SEG Payments made to the Generator shall be retained by it for the Term;
 - (c) SEG Payments may be subject to VAT, and accordingly the Generator shall provide EDF with such information, declarations and assistance so as to ensure that the correct amount of VAT is paid to the Generator, and as may otherwise be required to comply with relevant taxation requirements. In particular the Generator shall provide EDF a VAT renewal declaration annually confirming its VAT registration status by no later than 90 days from the date the VAT renewal declaration is requested, in the form required by EDF from time to time.
- 4.5.** Subject to the provisions of this clause 4, EDF shall pay the Generator the SEG Payments within 90 calendar days following the last day of the relevant Meter Reading Month in which the Generator has both provided EDF with Valid Meter Readings and EDF has subsequently validated such meter readings. EDF may make such SEG Payments by the Method of Payment as set out in the Declaration.
- 4.6.** If a Generator installs additional capacity which takes them over the Specified Maximum Capacity, we may not make payments on the additional capacity.
- 4.7.** If Anaerobic Digestion is accepted on this Export Tariff under the Eligibility Criteria, EDF may not provide SEG Payments to an Anaerobic Digestion installed capacity if the Generator has not fulfilled their obligation to notify us of their reporting start date or provided confirmation from the Authority that they have met their reporting obligations under Anaerobic Digestion requirements covering sustainability and feedstock declarations.
- Consequences of failure to meet Obligation**
- 4.8.** To the extent that the Generator:
- (a) has breached any obligations under this Agreement, the Scheme or any of the Authority's Requirements;
 - (b) is subsequently found to have failed to meet any of the Eligibility Criteria;
 - (c) has provided, or EDF has obtained, any Invalid Meter Readings (including any Meter Readings, which are subsequently found to be Invalid Meter Readings);
 - (d) has failed to provide EDF with two consecutive Valid Meter Readings in accordance with this Agreement;
 - (e) is required to pay EDF any charges; or
 - (f) provides incorrect, inaccurate or false declarations, or other information required under this Agreement, or fails to provide any Declaration or information when due, then EDF shall be entitled to do the following (in so far as it is not prohibited under the Scheme):
 - (i). withhold SEG Payments regarding a Generator's failure to provide two consecutive Valid Meter Readings (and will accrue SEG Payments until such time as the Generator has provided a Valid Meter Reading for the Export Meter);
 - (ii). recoup, withhold or suspend any SEG Payments made by EDF to the Generator;
- (iii). set off any amounts owed by the Generator pursuant to this Agreement, against any SEG Payments that are payable; or
 - (iv). terminate this Agreement in accordance with clause 8.
- 4.9.** In the event that EDF exercises its right to recoup SEG Payments ("**Recouped SEG Payments**"), EDF shall recover the Recouped SEG Payments from the Generator as a debt.
- 4.10.** No additional payment (including, but not limited to any SEG Payment) shall be made to the Generator where such is claimed on the grounds of misunderstanding or lack of knowledge in relation to the provisions of this Agreement or the Authority's Requirements.
- 5. Meter Readings**
- 5.1.** In relation to the Export Meter, the Generator acknowledges and agrees that it owns and is responsible for the Export Meter which is installed with respect to the Eligible Installation.
- 5.2.** The Generator shall retain all meter readings supplied to EDF for a period of not less than 12 months. This includes the Export Meter readings supplied to EDF as part of the request for SEG Payments in respect of Eligible Installation.
- 5.3.** In relation to the Export Meter where applicable, the Generator acknowledges and agrees that the following shall apply:
- (a) except as set out in clause 5.3(b), the Generator shall be responsible for any such Export Meter, and shall enter into a Meter Operator Agreement with an Authorised Meter Operator who shall install and maintain all the metering equipment and communications equipment necessary to properly record the Export Metered Output for the purposes of calculating the Export Payment, and shall allow the metering equipment to be read remotely by EDF or its agents;
 - (b) in the event that the Export Meter is registered under the BSC by EDF, such registration shall be the responsibility of EDF; and
 - (c) EDF reserves the right to install at any time during the Term, an Export Meter (which EDF shall be responsible for registering under the BSC) with respect to the Eligible Installation.
- 5.4.** So as to enable EDF to make SEG Payments to the Generator in accordance with the Scheme, the Generator is responsible for ensuring that it:
- (a) uses all reasonable endeavours to provide EDF with actual Opening Meter Readings;
 - (b) provides EDF actual Regular Meter Readings during the Meter Reading Months, commencing from the Commencement Date;
 - (c) provides EDF with actual Valid Meter Readings;
 - (d) promptly notifies EDF in the event that it subsequently discovers or suspects that any Generation Meter Reading which it has provided to EDF is an Invalid Meter Reading; and
 - (e) maintains the Generation Meter and any ancillary metering arrangements, to ensure that it is capable of producing Valid Meter Readings.
- 5.5.** The Generator acknowledges and agrees that EDF will not be able to calculate, and accordingly may not be able to make SEG Payments where:
- (a) the Generator has not provided to EDF the Opening Meter Reading, Regular Meter Reading, or the Closing Meter Readings;
 - (b) the Generator has provided Export Meter Readings which EDF reasonably considers or suspects to be Invalid Meter Readings;
 - (c) EDF has not been granted access to the Export Meter for the purposes of obtaining Valid Meter Readings.
- 5.6.** If the Generator does not provide a Closing Meter Reading as required in clause 5.5(a), EDF may need to estimate this final reading as detailed in clause 7 below.
- 5.7.** If the Generator does not provide a Regular Meter Reading as required in clause 5.5(a), EDF may need to estimate this reading ahead of change in the Export Tariff.
- 5.8.** In the event that the Generator is no longer the owner of the Eligible Installation, they must as soon as reasonably possible notify EDF (pursuant to clause 3.5), and promptly take and send to EDF a Closing Meter Reading for the Export Meter.
- 5.9.** The Generator shall inform EDF as soon as reasonably possible where there is a change to any of the details set out in the Declaration in relation to the Export Meter.
- 5.10.** The Generator hereby confirms that the Export Metered Output to be supplied to EDF from any Eligible Installation shall be delivered at the Meter Point for that Eligible Installation. All generating risks and associated costs incurred by the Generator in respect of the Export up to the Meter Point at each Eligible Installation shall be the sole responsibility of the Generator. All risks, costs and benefits accruing after the Meter Point in respect of Export Metered Output shall be the sole responsibility and for the sole benefits of EDF.
- 6. Access to the Eligible Installation and Meters**
- 6.1.** The Generator hereby confirms that it has the necessary authority and capacity to grant access to the Premises, Site, Eligible Installation and the Meters, and that it shall continue to possess such authority and capacity for the duration of the Term.
- 6.2.** The Generator shall:

- (a) maintain the Eligible Installation and all Meters (and associated equipment and arrangements) for which the Generator has ownership of in good working order and safe condition at all times;
 - (b) ensure that all Meters are located in an accessible location; and
 - (c) provide safe access to EDF and any officer, employee, agent, contractor, or sub-contractor so as to obtain Meter Readings as further set out in this clause 6.
- 6.3.** The Generator agrees that it, shall allow EDF and any officer, employee, agent or sub-contractor of EDF, or the Authority and the Authority's agents, to have safe, full and free unobstructed access to the Premises, Site, Eligible Installation and Meters (and any associated plant, property or assets which the Generator owns or operates):
- (a) at any time if there may be danger to life or property, or EDF's powers or obligations in relation to the Scheme are being exercised pursuant to the Authority's Requirements;
 - (b) at any time in the event that EDF considers that the Eligible Installation may be operating incorrectly or that the continued operation of the Eligible Installation exposes any persons or property to a risk of harm;
 - (c) at all reasonable times for the purposes of installing, maintaining or replacing any Meters (including inspection and testing), or associated metering equipment and arrangements;
 - (d) at all reasonable times for the purpose of obtaining, verifying and ensuring the accuracy of Meter Readings;
 - (e) at any time as may be required, in the event of any fault with, or disrepair to, the Eligible Installation which could materially affect any of the factors noted in clause 3.4 above; and
 - (f) at all reasonable times for the purposes of enabling EDF to perform its obligations under this Agreement and the Scheme.
- 6.4.** Where the Generator is not able to comply with the obligations set out in this clause 6 with respect to locating Meters in an accessible place and allowing access to such Meters, then the SEG Payments may be suspended in the event that Meter Readings cannot be appropriately verified by EDF, or any officer, employee, agent, contractor, or sub-contractor appointed by EDF or the Authority.
- 6.5.** EDF may require the Generator to pay any charges (or have such charges deducted from any future SEG Payments) that EDF reasonably incurs (either directly or indirectly) pursuant to any access visit undertaken by EDF pursuant to this clause 6. Any such charges shall be subject to any relevant tax, duty or levy.
- 6.6.** For the avoidance of doubt, EDF is not required to install or maintain any metering equipment at the Eligible Installation and nothing in this Agreement shall be construed to impose any such obligation on EDF to do so.
- 7. Closing Meter Reading**
- 7.1.** Further to clause 8, EDF will request that the Generator provide a Closing Meter Reading on the last date of the Scheme and/or Agreement. If the Generator does not provide EDF with a Closing Meter Reading when requested, EDF may have to estimate a final reading in order to facilitate final payment.
- 8. Ending The Agreement**
- 8.1.** Where EDF is of the reasonable opinion that the Generator is in breach of this Agreement, then EDF shall notify the Generator specifying the nature of the breach and requesting remedy. If the Generator fails to initiate and undertake without delay any required action to remedy the breach, then EDF may be required to withhold SEG Payments until it is satisfied the breach has been resolved.
- 8.2.** Subject to the provisions of clause 8.1 above, EDF may terminate this Agreement immediately and without notice to the Generator:
- (a) if the Generator ceases at any time to comply with any of the Eligibility Criteria, the Authority's Requirements, or elects to withdraw from the Scheme;
 - (b) if the Generator sells or otherwise transfers or vacates the Site or Eligible Installation;
 - (c) if EDF suspects that the Generator has illegally abstracted electricity or has interfered with electricity related equipment or if EDF suspects it has been provided with an Invalid Meter Reading with respect to the Generation Meter;
 - (d) if EDF and any officer, employee, agent or sub-contractor of EDF, cannot gain safe, full and free unobstructed access to the Meters and / or the Eligible Installation;
 - (e) if the Eligible Installation is removed or ceases to operate;
 - (f) if the Generator ceases to be the owner of the Eligible Installation;
 - (g) if the Generator commits a material breach of this Agreement;
 - (h) if EDF is no longer a Mandatory SEG Licensee;
 - (i) if there is a change in the metering arrangements of the Export Meter which requires the Parties to enter into a new agreement which is more appropriate for the relevant metering arrangements
 - (j) the law or Authority withdraws the Scheme; or
 - (k) if either Party suffers an Insolvency Event.
- 8.3.** In the event that the Generator elects to Switch, then the Generator shall be entitled to terminate this Agreement in accordance with industry agreed procedures, and in any event, by providing no less than twenty-eight (28) calendar days written notice to EDF; and EDF shall participate as reasonably required to facilitate the Switching of the Generator.
- 8.4.** Upon termination of this Agreement, EDF will pay the Generator the net amount owing to the Generator under this Agreement (subject always to EDF's right to set-off any amounts owed by the Generator pursuant to this Agreement) up to the date of the Closing Meter Reading which the Generator has provided to EDF and which EDF has verified. No SEG Payments will be made for electricity generated or exported by the Generator after termination of this Agreement.
- 8.4A** Where EDF terminates this Agreement further to clause 8.2(h), the Generator will be notified within 6 weeks of the termination date the final SEG Payments they will receive.
- 8.5.** To the extent permitted under the Scheme, either Party may terminate this Agreement by giving twenty-eight (28) calendar days written notice to the other.
- 8.6.** In the event that the Generator elects to withdraw from the Scheme, it shall be entitled to do so provided it provides 28 days' written notice to EDF of their intention to leave:
- (i) Be provided SEG Payments by a different SEG Licensee export rate provided by another SEG Licensee or,
 - (ii) top receiving payments from EDF on their installed capacity and do not request payments from another SEG generator.
- 8.7.** Once notification to leave the Scheme has been received by EDF, EDF will request a final meter reading be provided to the Generator on the final day of the Scheme. If no reading is provided by the Generator within 28 days of the last day of the Scheme, no payment will be made. All meter reads provided by the Generator will be validated by EDF.
- 8.8.** Once EDF is no longer the registered SEG licensee for an Export meter and MPAN, EDF will de-register the Generators export MPAN.
- 8.9.** Termination of this Agreement shall not prejudice or affect the accrued rights, obligations or liabilities of the Parties existing as at the date of termination. Notwithstanding the termination of this Agreement, any of its provisions which expressly or by implication is intended to come into or continue in force on or after termination, shall remain in full force and effect. Such provisions shall include:
- (a) any liability of the Generator to repay EDF the Recouped SEG Payments; and
 - (b) any future obligations of the Generator and EDF pursuant to the Scheme and the Authority's Requirements (including, but not limited to, obligations of the Generator to provide access to Meters and the Eligible Installation, and obligations to provide information in relation to this Agreement to the Authority).
- 9. Liability**
- 9.1.** Subject to clause 9.2 and the Generator's legal rights if they are a residential customer, the liability of EDF in contract, tort (including negligence or breach of statutory duty) statute or otherwise arising by reason of or in connection with the Agreement shall be limited in respect of each event or series of connected events to the total payments due from EDF to the Generator for all electricity exported as at the date of the event or series of connected events giving rise to such liability. EDF, its officers, employees or agents, shall not in any circumstances be liable to the Generator for:
- (a) loss of profit, revenues, use, contracts business, or good will, or anticipated savings that fall into this category;
 - (b) indirect or consequential loss;
 - (c) loss resulting from the Generator's liability to any other person, or in any way related to the Generator's responsibility and liability for the Eligible Installation;
 - (d) loss resulting from loss, corruption or damage to any electronically stored data or operating systems; or
 - (e) loss in any way resulting from products, equipment, features or other components relating to the Eligible Installation.
- 9.2.** Nothing in this Agreement shall exclude or restrict the liability of a Party for death or personal injury caused by such Party's negligence or for fraud.
- 9.3.** In so far as it excludes liability, this clause 9 overrides any other provision in the Agreement except where otherwise expressly provided, and this clause 9 shall survive termination of this Agreement.
- 9.4.** Each of the sub-clauses in this clause 9, shall be a separate limitation of liability, and shall survive, if for any reason, one or other of these provisions is held inapplicable or unreasonable.
- 10. Damage to Eligible Installation**
- 10.1.** The Generator shall immediately notify EDF in writing if the Eligible Installation is destroyed for any reason or damaged to such an extent as to be incapable of generating and delivering electricity at the Site, and accordingly, if the Generator considers that it is uneconomic to repair the Eligible Installation, then EDF shall be entitled to terminate the Agreement forthwith upon such notification.

- 10.2.** If, however, the Eligible Installation is repaired, or is capable of rectification, the Generator shall give EDF no less than five (5) calendar day's prior written notice of the date on which generation, and where applicable export is to be resumed.
- 11. Force Majeure**
- 11.1.** Neither Party shall be liable for any delay in performing or failure to perform its obligations to the extent that such delay or failure results from an act of god or events or circumstances outside its reasonable control (which shall not include lack of funds, industrial action from the Generator's personnel or agents, or issues which could have been avoided or alleviated through prudent management of the Generator) (a "Force Majeure Event"), and it has notified the other Party within a period of not more than one (1) calendar day after such delay or failure first comes to its attention (having regard to the provisions of clause 14), had the Generator and / or its personnel or agents acted in accordance with best industry practices.
- 11.2.** If a Party seeks to rely on the occurrence of a Force Majeure Event to suspend its obligations pursuant to this Agreement (the "Relying Party") for more than thirty (30) calendar days, the other Party may terminate this Agreement forthwith by written notice to the Relying Party upon the expiry of thirty (30) calendar days following the Force Majeure Event.
- 12. Intellectual Property**
- 12.1.** All intellectual property generated by in connection with or as a result of this Agreement including all and any rights to the data derived there from shall be and remain the absolute and exclusive property of EDF.
- 13. Data Protection and Information**
- 13.1.** EDF respects the Generator's privacy and is committed to providing the Generator with a clear understanding of how EDF uses your data. To find out about the ways in which we protect and use your data, please visit EDF's Privacy Notice and Policy at www.edfenergy.com/yourprivacy. If you'd like a hard copy of the privacy policy you can contact us on 0330 912 9959 and we'll post it to you.
- 13.2.** The Generator acknowledges that with respect to Switching, EDF (in its capacity as the incoming or outgoing SEG Licensee), shall be entitled to disclose information (including personal data) relating to the Generator which it has in its possession in respect of the Eligible Installation and / or the Meters "information" in order to act in accordance with the Scheme. Accordingly, the Generator hereby consents to EDF handling such Information, as may be required, during the Term, and for a reasonable period of time after termination of this Agreement.
- 13.3.** The Generator acknowledges that EDF shall be required to retain all Information relating to the Generator in accordance with the Authority's Requirements and shall make such Information accessible to the Authority (and any organisation appointed by the Authority).
- 14. Notices**
- 14.1.** Any notice under this Agreement shall be in writing and shall be properly given if served by delivery by hand, or by sending it by first class pre-paid post, recorded delivery post or facsimile or email to the address of the relevant Party specified in these terms or any other such address as is notified in writing to the other Party from time to time.
- 14.2.** A notice shall be deemed to have been served two (2) Business Days after it was sent, and a notice delivered by hand or by email or facsimile transmission shall be deemed to be served upon actual delivery or transmission.
- 15. Complaints and Disputes**
- 15.1.** The Generator may contact the Authority directly, if the Generator:
- (a) seeks to make a complaint against EDF (following the process in clause 15.3); or
 - (b) has a complaint or dispute in relation assessment of the Eligible Installation.
- 15.2.** The Generator acknowledges and agrees that EDF shall have no responsibility or liability in relation to any products, equipment, features or other components relating to the Eligible Installation, and the Generator shall refer any such complaints or disputes to the relevant manufacturer and / or installer.
- 15.3.** In the event of any other complaints in relation to the subject matter of this Agreement, the Generator shall first notify EDF on 0330 912 9959
- 15.4.** The Generator can also email us at hellobusiness@edfenergy.com or write to us at: Freepost - Complaint Resolution Manager. EDF's representatives will then provide the Generator with details of any required complaints procedure.
- 15.5.** If the complaint remains unresolved the Generator may email EDF's Customer Services Director Executive Team at CSDirector@edfenergy.com or write to them at Customer Services Director at the address above. If there is still no resolution and the Generator is a domestic customer or a micro business, it is free to contact the Energy Ombudsman (an independent entity) without charge to escalate the complaint. Details are Ombudsman Services: Energy the telephone number of which is 0330 440 1624 (9am-5pm Monday to Friday,) or www.ombudsman-services.org/sectors/energy. EDF's full procedure for handling complaints is available at: www.edfenergy.com/makingacomplaint.
- 15.6.** This Agreement and any issues or disputes arising out of or in connection with it (whether contractual or non- contractual in nature) shall be governed by and construed in accordance with the law of England and Wales, and the Parties hereto irrevocably and unconditionally submit to the exclusive jurisdiction of the English Courts, regardless of the location of the Site.
- 16. General**
- 16.1.** The Generator may not assign, sub-contract, charge or otherwise deal in any of its rights or obligations under this Agreement without the prior written consent of EDF. EDF may assign or sub-contract any or all of its rights or obligations under the Agreement without the prior written consent of the Generator.
- 16.2.** For the purposes of the Contracts (Rights of Third Parties) Act 1999, nothing in this Agreement is intended to, and does not, confer any benefits on a third party (whether referred to herein by name, class, description or otherwise) or any right to enforce any term contained in the Agreement.
- 16.3.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings whether oral or written.
- 16.4.** None of the provisions of this Agreement shall be considered waived by either Party except when such waiver is given in writing, and no waiver by either Party of any default by the other pursuant to any provision of this Agreement shall operate or be construed as a waiver of any further or other default whether of the same or a different character.
- 16.5.** If any provision of this Agreement is held by any court of competent jurisdiction to be void, voidable, illegal or unenforceable for any reason whatsoever the remainder of this Agreement shall nonetheless remain in full force and effect as if the relevant provision were not contained in this Agreement provided that if any such determination results in the commercial frustration of the principal terms of this Agreement then the Generator and EDF agree to use their respective reasonable endeavours to renegotiate in good faith this Agreement.
- 16.6.** EDF may vary the terms of this Agreement at any time, to the extent that such variation is not materially detrimental to the Generator, by giving the Generator no less than 5 days written notice of the same (where reasonably practicable). Notwithstanding the foregoing, EDF may immediately vary the terms (including the Export Tariff price) of this Agreement as a result of, or reflecting, changes or developments in any law, regulation, regulatory guidance documents (including but not limited to amendments to the Energy Act 2008, the Authority's Guidance, Value Added Tax Act 1994, and any guidance from HM Customs and Excise), industry agreements, the methodology used to calculate industry charges, or similar, as may occur from time to time.
- 16.7.** Where there is any conflict or inconsistency between any term or condition and any Special Condition (if any), the Special Condition shall have precedence and the term or condition, and any other relevant terms and conditions shall be construed accordingly.
- 17. Definitions**
- 17.1.** In this Agreement the following terms shall bear the following meanings unless expressly specified to the contrary or where the context otherwise requires:
- "Act"** means the Electricity Act 1989 as amended;
- "Agreement"** means these Statement of Terms, (including the Important Information (Key Terms) sheet, the Term Sheet, the Declaration any Special Conditions, and any Appendices or Schedules (in each case as amended from time to time in accordance with the terms of this Agreement);
- "Authorisation"** means any authorisations, consents, approvals, resolutions, licences, permits, permissions, exemptions, filings or registrations;
- "Authorised Meter Operator"** means a person authorised under the terms of the BSC to act as a meter operator;
- "Authority"** means the Gas and Electricity Markets Authority and the Office of Gas and Electricity Markets (Ofgem), and shall include any successor organisation, authority, or industry or regulatory body, as may be established from time to time, to manage the Scheme and issue Licences;
- "Authority's Guidance"** means any guidance document which may be released by the Authority in relation to the Scheme;
- "Authority's Requirements"** means any requirements or qualification criteria in relation to the Scheme which are in force, or which the Authority may from time to time introduce, that shall include, but not be limited to the following: any requirements set out in the Authority's Guidance, and EDF's Electricity Supply Licence (in so far as it relates to the Scheme);
- "Balancing and Settlement Code" or "BSC"** means the document of that name, as amended from time to time, setting out electricity balancing and settlement arrangements in Great Britain;
- "Business Day"** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;
- "Change of Ownership Notification"** means a notice in writing from the Generator to EDF in terms of which the Generator notifies EDF that they are no longer the owner of the Eligible Installation;
- "Closing Meter Reading"** means a Valid Meter Reading taken by the Generator on the date of termination or cancellation (where the Generator is a residential customer) of this Agreement, and provided to EDF within thirty (30) calendar days

of the date of termination of this Agreement;

“Commencement Date” means the date the Generator’s export MPAN attached to their Eligible Installations is registered with EDF;

“Connection Agreement” means a connection use of system agreement in respect of the high voltage national transmission system or a Local Connection Agreement;

“CUSC” means the Connection and Use of System Code which was implemented on 18 September 2001, which is the contractual framework for connection to, and use of, the transmission system operated by NESO

“Data Aggregator” means a person appointed to carry out the aggregation of metering data received from Data Collectors and to forward such data to the person responsible for determining the quantities to be taken into account in respect of settlement under the BSC;

“Data Collector” means a person appointed by EDF to retrieve, validate and process metering data received from the Meter Equipment and the communications equipment;

“Declaration” means the completed declaration form which is part of the SEG application form and is signed, dated and provided by the Generator, on or before the Commencement demonstrating an Eligible Installation under this Agreement.

“Declared Net Capacity” means the maximum capacity at which the Eligible Installation can be operated for a sustained period without causing damage to it (assuming the source of power used by it to generate electricity was available to it without interruption) less the amount of electricity that is consumed by the Plant;

“Distribution Connection and Use of System Agreement” means the agreement designated by the Authority in accordance with standard condition 9B of the distribution licence granted or treated as granted under section 6(1)(c) of the Act;

“Distribution System” means the system consisting (wholly or mainly) of electric lines owned or operated by the Local Distribution Company and used for the distribution of electricity;

“EDF”, “us”, “we” means EDF Energy Customers Limited, a company incorporated in England and Wales under registered number 02366852 and having its registered office at Nova North, 11 Bressenden Place, London, SW1E 5BY;

“Electricity Supply Licence” means a Licence granted by the Authority to EDF to supply electricity to domestic and non-domestic customers;

“Eligible Installation” means, on a Site, any Plant owned by the Generator which is 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 Capacity and is accredited by MCS (or an equivalent that satisfies equivalent standards to MCS as determined by EDF at its discretion), and which is more fully described in these terms;

“Eligible Low-carbon Energy Source” means the sources of energy or technology as defined in these terms;

“Eligibility Criteria” means any requirements and qualification criteria for this Export Tariff, as set out in the Important Information (Key Terms) section of these terms;

“Eligibility Period” means the maximum period for which the Eligible Installation shall be subject to the Scheme, as determined and as set out in these terms, and which shall commence on the Commencement Date;

“Export” means the flow of electricity from an Eligible Installation, via a Meter, onto a distribution system or transmission system and, if EDF so elects, accounted for in settlement in accordance with the BSC (Export used as a verb shall be construed accordingly) and “Exported” shall be construed accordingly;

“Export Meter” means a Meter which measures the quantity of Export and which is registered pursuant to the BSC;

“Export Metered Output” means the measured net electrical output in kilowatt hours for the Eligible Installation measured at the relevant Meter Point for the Export Meter, using half-hourly electricity metering which complies with all relevant codes of practice (including, but not limited to the Authority’s Requirements) in relation to the Eligible Installation;

“Export Payment” means the sum paid to the Generator by EDF for SEG Export in any period, calculated by reference to the Export Tariff and Export Metered Output. For the avoidance of doubt, the Export Payment shall be inclusive of any VAT that may be payable (where applicable);

“Export Tariff” means the relevant export tariff stated in the Term Sheet, which is priced in pence per kilowatt hour and further explained in the Important Information (Key Terms) section of these terms; EDF may elect to change the price in pence per kilowatt hour in accordance with this Agreement;

“Extension” means a modification to an Eligible Installation to increase its Total Installed Capacity from the same Eligible Low-carbon Energy Source (and Extend as a verb shall be construed accordingly);

“FIT” means the Feed-In-Tariff, the scheme designed to promote the uptake of small-scale renewable and low-carbon electricity generation technologies that closed to new applicants on 1 April 2019;

“Generator”, “You”, “Your” means the person identified as such in the Declaration and Term Sheet, and who is the owner of an Eligible Installation;

“Grid Code” means a code drawn up by a person holding a transmission licence pursuant to the Act, and approved by the Authority, as amended from time to time, governing connections to and the operation and use of an electricity transmission system, and the operation of electric lines and plant connected to the transmission system or distribution system; “Implementation” means the date on which the Scheme became operational, that being 1 April 2010;

“Industry Rules” means, in each case to the extent applicable to the performance of a Party’s obligations under the Agreement, the Electricity Act 1989, the Authority’s Requirements, the Finance Act 2000, the BSC, the Grid Code, the Distribution Use of System Agreement, the Retail Energy Code, the CUSC and any Connection Agreement, the Distribution Connection and Use of System Agreement, a Licence or exemption (as applicable) and any other legislation, agreement, licence or code relevant to the sale or purchase of electricity and associated benefits or which affects the ability of the Generator or EDF to perform their obligations under the Agreement, each as amended from time to time;

“Insolvency Event” means if a Party:

- (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);
- (b) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;
- (c) makes a general assignment, arrangement or composition with or for the benefits of its creditors;
- (d) institutes or has instituted against it a proceeding seeking a judgement of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, that proceeding or petition (i) results in a judgement of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (ii) is not withdrawn, dismissed, discharged, stayed or restrained, in each case no later than 30 calendar days following the institution or presentation of that proceeding or petition;
- (e) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a solvent consolidation, amalgamation or merger);
- (f) petitions for or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, administrative receiver, compulsory manager, trustee, custodian or other similar official for it or for all or substantially all of its assets;
- (g) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and that secured party maintains possession, or that process is not withdrawn, dismissed, discharged, stayed or restrained, in each case no later than 30 calendar days following that event;
- (h) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in (i) to (vii) inclusive; or
- (i) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts referred to in (i) to (viii) inclusive;

“Invalid Meter Reading” means any Meter Reading that is, or is later found (by, the Generator, EDF, and / or the Authority) to be:

- (a) a mistaken or transposed Meter Reading;
- (b) a Meter Reading taken from a Meter that is connected in accordance with clause 3.1(f), and which does not solely relate to the Eligible Installation;
- (c) a falsified Meter Reading;
- (d) a Meter Reading which has been taken from a Meter that is faulty, damaged, has been tampered with, or is for any other reason providing inaccurate Meter Readings; or
- (e) a Meter Reading provided by a person other than the Generator.

“Licence” means any licence granted by the Authority to the Generator, EDF or where the context allows a third party, under Section 6 of the Electricity Act 1989 as amended from time to time and “Licensee” shall be interpreted accordingly;

“Local Connection Agreement” means the agreement or agreements between the Local Distribution Company and the Generator for the provision and maintenance of the connection(s) of each Eligible Installation to the Local Distribution Company’s distribution system, each as amended from time to time;

“Local Distribution Company” means, in respect of any Eligible Installation, the company licensed by the Secretary of State under Section 6 (1) (c) of the Act for the area in which that Eligible Installation is located;

“Mandatory SEG Licensee” means a person who is a holder of a licence under section 6(1)(d) of the Electricity Act 1989 which, as at 31 December before the start of each SEG Year, either: (a) supplies electricity to at least 150,000 domestic customers; or (b) together with its affiliates jointly supplies electricity to at least 150,000 domestic customers;

"MCS" means the Micro generation Certification Scheme (or equivalent successor schemes) which certify micro generation products and installers in accordance with consistent standards;

"Meter" means a meter and associated equipment, including any telecommunications equipment, associated with a Meter Point which records the amount of electricity Exported under this Agreement;

"Meter Equipment" means Meters, metering equipment, infrastructure and measurement transformers (both voltage, current or combination units) or other communications equipment necessary to connect data obtained from the same for transmission to the Data Collector or Data Aggregator (as may be applicable) and any other measuring or communications equipment and apparatus at a Meter Point;

"Meter Operating Agreement" means an agreement with respect to the provision of meter operation services in relation to the Export Meter, which the Generator has entered into with a Meter Operating Agent (as that term may be defined in the BSC);

"Meter Point" means the individual electricity system entry point at which electricity is sent from the Site to the distribution system operated by the Local Distribution Company or the transmission system operated by NESO;

"Meter Reading" means a reading taken from any or all of the Meters;

"Meter Reading Month" means the calendar month during which the Generator shall be required to take a Meter Reading from the Generation Meter and where applicable the Export Meter;

"MPAN" means the meter point administration number associated with a Meter Point

"NESO" means National Energy System Operator Limited (Company No. 11014226), or its affiliates, successors or assignees;

"Opening Meter Reading" means the actual Valid Meter Readings of the Export Meter which measures the electricity to be Exported by the Eligible Installation and which shall be taken by the Generator at the Commencement Date, or the date of the first Meter Reading if taken at a later date;

"Plant" means any equipment, apparatus or appliance;

"Premises" means the premises stated in the Term Sheet;

"Prudent Operating Practice" means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced owner/operator in the same type of activity under the same or equivalent circumstances;

"PV" means a solar photovoltaic installation;

"Reduction" means a modification to an Eligible Installation to decrease its Total Installed Capacity from the same Eligible Low-carbon Energy Source (and Reduce as a verb shall be construed accordingly);

"Regular Meter Reading" means actual Valid Meter Readings of the Generation Meter measuring the electricity generated by the Eligible Installation which shall be taken during the Meter Reading Months or where requested by EDF in writing;

"Relevant Distribution System" means the Local Distribution Company's system for distributing electricity to the Site;

"Retail Energy Code" means the industry document of that title administered by the The Retail Energy Code Company;

"Scheme" means the SEG scheme introduced in accordance with sections 41 to 43 of the Energy Act 2008, and as further set out in the Standard Condition 57 of the Electricity Supply Licence, and as may be varied from time to time;

"Secretary of State" means the Secretary of State for Energy and Climate Change, or such other person(s) it has authorised to perform those functions of the Secretary of State, as described in this Statement of Terms;

"SEG" means Smart Export Guarantee;

"SEG Licensee" means the collective terms for Mandatory SEG Licensees and Voluntary SEG Licensees;

"SEG Payments" means, as applicable, the Export Payments payable to the Generator by EDF, as calculated pursuant to these terms and conditions;

"Site" means the specific area within the Premises to which are attached one or more Eligible Installations in close geographical proximity to each other, and as determined by the Authority;

"Small Business" means any EDF non-residential customer who takes a supply of electricity or gas (or both) from us in connection with a business (including any business involving letting, managing agent or accommodation services) and which we bill through the EDF Kraken billing system;

"Small-scale Low-carbon Generation" means the use, for the generation of electricity, of any Plant:

- (a) which, in generating electricity, relies wholly or mainly on an Eligible Low-carbon Energy Source; and
- (b) the Total Installed Capacity of which does not exceed the Specified Maximum Capacity;

"Specified Maximum Capacity" means the maximum capacity specified in the Important Information (Key Terms) section of these terms for which SEG Payments will be made to the Generator;

"Special Conditions" means those conditions contained in the Special Conditions Schedule attached to this Agreement (if any);

"Switching" means the process involved when the Generator elects to change its SEG Licensee (and Switch used as a verb shall be construed accordingly). In the context of a Generator Switching to EDF, the process is the same as for a Generator receiving SEG Payments for the first time;

"Term Sheet" is the letter we will send you when you enter into this Agreement which confirms the details of your Export Tariff, the Premises, and the Parties;

"Total Installed Capacity" or **"TIC"** means the maximum capacity at which an Eligible Installation could be operated for a sustained period without causing damage to it (assuming the Eligible Low-carbon Energy Source was available to it without interruption), a declaration of which is submitted as part of the processes of MCS-certified Registration. If there is more than one Eligible Installation at a Site, the TIC will be the sum of each individual Eligible Installation's maximum capacity that is present at the Site;

"Valid Meter Reading" means a Meter Reading that is not an Invalid Meter Reading;

"VAT" means value added tax which may be applicable to amounts payable under this Agreement;

"Voluntary SEG Licensee" means a person who is a holder of a licence under section 6(1)(d) of the Electricity Act 1989 which is not a mandatory SEG licensee and which voluntarily elects to participate in making SEG payments under the SEG arrangements.

17.2. All references to the word "including" shall be construed without limitation.

17.3. Any reference to a statute shall include that statute as amended, re-enacted or extended.

17.4. The headings in the Agreement shall not be used in its interpretation.

17.5. References to persons shall include firms and corporations, the masculine shall include the feminine and the singular includes the plural and vice versa, all where the context so requires.