

# Feed-in Tariffs Statement of Terms

## TERMS AND CONDITIONS (Half Hourly)

### 1. Commencement and Duration

- 1.1** This Agreement shall commence on the date on which the Term Sheet was signed and dated that you accept EDF Energy's offer by signing and returning your Term Sheet ("Commencement Date"), and shall continue in force until terminated in accordance with this Agreement ("Term").
- 1.2** The Generator acknowledges and agrees that by entering into this Agreement with EDF Energy, that EDF Energy shall be acting as agent for, representing, and discharging the obligations (in so far as they relate to the Scheme) of, the EDF Energy Group Mandatory FIT Licensees.

### 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 the Term Sheet are a true, complete and accurate record of the relevant details, meet the Eligibility Criteria for participation in the Scheme, and is eligible to receive any FIT Payments for electricity generated and where applicable, exported by the Eligible Installation;
  - (b) it has and will keep installed a Generation Meter and where applicable, Export Meter at the Site;
  - (c) it will promptly provide EDF Energy with all information reasonably requested by EDF Energy for the purposes of this Scheme;
  - (d) it will comply at all times with the terms of this Agreement and any reasonable requirements of EDF Energy; and
  - (e) it will comply with any Authority Requirements.
- 2.2** The Generator undertakes and shall ensure that:
- (a) it shall promptly notify EDF Energy in the event that any details in the Term Sheet are subsequently found to be incorrect or in need of amendment;
  - (b) it provides EDF Energy with a Declaration, as frequently as EDF Energy so requires, and in any event no less than annually, confirming that the details which it has provided to EDF Energy with respect to the Eligible Installation are correct;
  - (c) it provides EDF Energy with Valid Meter Readings for the Generation Meter in a timely manner, and in accordance with clause 5;
  - (d) it shall provide EDF Energy with all relevant information, evidence or declarations in relation to Extensions, Reductions or modification to the Eligible Installation;
  - (e) it shall inform EDF Energy of any new installations, or changes or additions to any existing installations on the Site, which may have any impact on the Eligible Installation, the Generator Meter and where applicable the Export Meter; and
  - (f) if the Eligible Installation is co-located with any form of energy storage device, it shall provide to EDF Energy a single line diagram showing the Eligible Installation, the storage device and all associated metering. Where this Clause 2.2(f) applies EDF Energy shall have no obligation to make any FIT Payments unless and until it receives this single line diagram;
  - (g) it shall provide EDF Energy with any other information, evidence or declarations which the Authority requires;
  - (h) if applicable, it will maintain its Multi – Installation Generator Status; and
  - (i) if it is a PV Installation, at all times it will maintain its Energy Efficiency Requirements or Multi-Installation Nominated Recipient Status.
- 2.3** In the event that the Generator decides to appoint, change, or de-appoint the Nominated Recipient, then the Generator shall, as soon as reasonably possible notify EDF Energy, by completing and sending to EDF Energy a Change of Nominated Recipient Form, which has been duly signed by the Generator.
- 2.4** EDF Energy acknowledges and agrees that it is required to efficiently and expeditiously fulfil its obligations under the Scheme, and in this regard, the Generator shall ensure that it provides such reasonable assistance to EDF Energy as may be required.
- 2.5** The Generator acknowledges and agrees that EDF Energy shall be required to notify the Authority in the event that EDF Energy suspects that any information, declarations or evidence which the Generator (including, any such information provided by the Nominated Recipient) has provided to EDF Energy, and which is recorded on the Central FIT Register, is inaccurate (whether due to error, fraud or abuse).

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- 2.6** EDF Energy shall not discriminate without objective justification against the Generator in relation to Switching or with respect to any supply contract which EDF Energy may have with the Generator, and will not impose obligations which are more onerous than that which is required under the Scheme.
- 2.7** The Generator warrants as at the Commencement Date to EDF Energy, and covenants to and for the benefit of EDF Energy 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; and
  - (d) it will not, unless EDF Energy 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 Term Sheet are true, complete and accurate records pertaining to their Premises, Site and the Eligible Installation;
  - (b) the Eligible Installation has a Declared Net Capacity of no more than 5MW;
  - (c) the Eligible Installation is MCS Accredited or ROO-FIT Accredited;
  - (d) it has complied with all of the Authority's Requirements;
  - (e) in accordance with the Authority's Requirements with respect to grants, that:
    - (i) no grant from public funds has been made in respect of any of the costs of purchasing or installing the Eligible Installation; or
    - (ii) where such grant has been made, the grant has been repaid to the organisation which made it; or
    - (iii) it has received a grant that is a Permitted Grant, or a grant which the Authority has declared as permissible under the law relating to state aid;
  - (f) there is an appropriate Generation Meter and where applicable, Export Meter which is in proper working order and is sufficiently fit for purpose, 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 Energy, then that Export Meter shall also be registered under the BSC in the name of EDF Energy;
    - (iii) that with respect to the Export Meter, the Generator has entered into a current and valid Meter Operating 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 to be purchased by EDF Energy and to allow the metering equipment to be read remotely by EDF Energy or its agents;
    - (g) it is not receiving any FIT Payments in relation to the Eligible Installation from any other FIT Licensee;
  - (h) it is not eligible to receive ROCs.
  - (i) 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;
  - (j) 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
  - (k) to the extent that that the Generator has an Eligible Installation that is installed Off-Grid (as set out in the Term Sheet), then the Generator hereby declares that it intends to use any and all electricity generated by the Eligible Installation, and that it fully understands that any electricity generated but not so used will not be eligible for FIT Payments.
- 3.2** The Generator agrees that ownership and risk in the Eligible Installation shall at all times remain vested in the Generator.

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- 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 Energy, and the operator of the Relevant Distribution Network (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 FIT Payments payable to the Generator;
  - (c) the amount of electricity which may be generated by that Eligible Installation;
  - (d) the maximum generation capability of that Eligible Installation;
  - (e) the Relevant Distribution System;
  - (f) the amount of FIT Export which may be exported by that Eligible Installation; and / or
  - (g) the Generator's right to export electricity onto the Relevant Distribution System.

## Extensions and Reductions to Installations

- 3.5** The Generator shall inform EDF Energy as soon as reasonably possible of any Extensions or Reductions to the Accredited FIT Installation, and in particular in the following circumstances:
- (a) where the Accredited FIT Installation is Extended by increasing its capacity using the same Eligible Low-carbon Energy Source for which it is accredited; or
  - (b) where the Accredited FIT Installation is Extended by increasing its capacity using a different Eligible Low-carbon Energy Source from that for which it is accredited; or
  - (c) where it is a Multi-Installation Generator, its Multi-Installation Generator Status has changed; or
  - (d) for any other situation which the Generator reasonably considers may be viewed by the Authority as an Extension or Reduction.
- 3.6** The Generator acknowledges and agrees that:
- (a) pursuant to the Scheme, the Eligible Installation may be suspended or removed by the Authority from the Central FIT Register where the Eligible Installation has been Extended or Reduced or modified in such a way that would mean that it is no longer an Accredited FIT Installation; and
  - (b) any information which the Generator provides in relation to any Extensions or Reductions shall be used for the purposes of updating the FIT Central Register.
- 3.7** With respect to Extensions to the Eligible Installation, the Generator acknowledges and agrees that:
- (a) certain Extensions or modifications to an Eligible Installation, and / or additional installations on a new site shall be viewed as a separate installation ("New Installation") which will need to be accredited by the Authority, pursuant to the Scheme;
  - (b) the Generator shall be responsible for obtaining accreditation for the New Installation such that it may be entitled to receive FIT Payments in relation to the New Installation; and
  - (c) a new Statement of FIT Terms, with respect to the New Installation, may need to be agreed by the Parties, particularly where the Generator has become eligible for Multi-Installation Generator Status or where the Generator is no longer eligible for the Multi-Installation Generator Status.

## Change of Installation Ownership

- 3.8** 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 Energy no less than twenty-eight (28) calendar days prior written notice, after which time EDF Energy shall send the Generator a Change of Ownership Notification form;
  - (b) complete and send to EDF Energy the Change of Ownership Notification form;
  - (c) provide proof of the change of ownership of the Eligible Installation to EDF Energy, which EDF Energy shall then submit to the Authority for the purposes of updating the Central FIT Register; and
  - (d) submit to EDF Energy a Closing Meter Reading for the Generation Meter.

## 4. FIT Payments

- 4.1** The Generator acknowledges and agrees that FIT Payments shall:

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- (a) accrue from the Eligibility Date (or the Transfer Date where applicable), or the date of first Meter Reading if taken on such other later date;
- (b) be payable only once EDF Energy has confirmed that it has received from the Generator a hard copy of a validly executed version of this FIT Statement of Terms; and
- (c) be subject to variation where there is an Extension or Reduction or as otherwise set out in clause 16.6 of this Agreement.
- (d) be payable only in respect of electricity generated by the Accredited FIT Installation, and accordingly if EDF Energy reasonably considers that any Meter Reading includes electricity generated by any other source (for example, without limitation, electricity from a co-located storage device which has not been generated by the Accredited FIT Installation) EDF Energy shall determine the proportion of such Meter Reading in respect of which FIT Payments are payable.

**4.2** EDF Energy shall pay to the Generator the FIT Payments quarterly for any electricity which the Generator has generated and where applicable exported, provided that the Generator has:

- (a) provided EDF Energy with the Opening Meter Reading (with respect to the Generation Meter) and Regular Meter Readings, in accordance with clause 5 below;
- (b) provided EDF Energy with Valid Meter Readings for the Generation Meter upon validation on the Eligibility Date and Meter Reading Months, and for consecutive Meter Reading Months thereafter (“Two Consecutive Valid Meter Readings”);
- (c) not submitted to EDF Energy any Invalid Meter Readings;
- (d) satisfied the Eligibility Criteria (and such criteria continues to be satisfied);
- (e) provided EDF Energy with Declarations, as and when required; and
- (f) registered the Export Meter under the BSC in the name of EDF Energy

**4.3** The Generator may be entitled to receive FIT Payments, that being the Generation Payments and where applicable Export Payments, which shall be calculated as follows:

- (a) Generation Payments – Generation Payments shall be based on Valid Meter Readings taken from the Generation Meter and the Generation Tariff. The Generation Payment shall be exclusive of VAT;
- (b) Export Payments – 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 on the Central FIT Register. Where the Accredited FIT installation has a total installed capacity of up to 30kW and an Export Meter is not installed, deeming may be permitted. Where Export is permitted to be deemed, the Secretary of State determines the percentage of electricity deemed to be exported. “Smart” meters are Export Meters. Where a “smart” meter is installed at the Meter Point associated with an Accredited FIT Installation you must provide Valid Meter Readings for the Export to EDF Energy.
- (c) where the Generator has not been recorded as being registered for VAT on the Term Sheet, VAT will not be payable on the electricity which the Generator has exported. Where the Generator has been recorded on the Term Sheet 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** In order to receive the Generation Payments, the Generator shall ensure that at all times during the Term, the Eligible Installation has a Generation Meter that is compliant with the metering standards set out in the FIT Order, and all applicable metering legislation. Where the Generator owns an Export Meter that is registered under the BSC, then EDF Energy shall only make Export Payments (where applicable) to the Generator, where the relevant Export Meter is registered in the name of EDF Energy.

**4.5** With respect to Export Payments the Generator acknowledges and agrees that:

- (a) Where the Generator has elected to receive Export Payments, but subsequently decides to no longer receive such Export Payments, the Generator must provide EDF Energy with the Export Payment Opt Out Notification (“Opt Out Election”);
- (b) Where the Generator has elected not to receive Export Payments, but subsequently decides that it wishes to receive such Export Payments, then the Generator must complete and send to EDF Energy the Export Payment Opt In Notification (“Opt In Election”);
- (c) The ability to make either an Opt In Election or Opt Out Election shall only be available to the Generator if either election:
  - (i) has been made after the first FIT Year;
  - (ii) only once in any 12 calendar month period; and
  - (iii) does not require EDF Energy to act retrospectively.
- (d) Where the Generator has elected to receive Export Payments it agrees to provide EDF Energy with the exclusive rights to the entirety of the Export supplied by the Accredited FIT Installation.

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- 4.6** The Generator acknowledges and agrees that:
- (a) the Generation Tariff and Export Tariff as set out in the Term Sheet shall be subject to variation, as determined by the Authority from time to time, and pursuant to the operation of the Scheme, or as otherwise set out in clause 16.6 of this Agreement
  - (b) FIT Payments shall be made by reference to data held in the Central FIT Register, and accordingly it shall provide EDF Energy with such advice, information, declarations and assistance so as to ensure that all data relating to the Eligible Installation held on the Central FIT Register is accurate;
  - (c) details of all FIT payments made to the Generator shall be retained by it for a period of not less than 12 months
  - (d) FIT Payments may be subject to VAT, and accordingly the Generator shall provide EDF Energy 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 Energy 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 Energy from time to time and to enter into a new self-billing agreement for the next 12 months as set out in Clause 4.7; and
  - (e) where the Generator has appointed a Nominated Recipient, the Nominated Recipient will receive the entirety of the FIT Payments (that is, inclusive of any VAT that may be applicable) and accordingly it will be the responsibility of the Generator to ensure that it has made appropriate arrangements so as to comply with their own taxation requirements.
- 4.7** The Parties hereby agree to enter into the following Self-Billing Arrangement: (a) EDF Energy agrees to:
- (i) issue Self-Billed Invoices pursuant to this Agreement, for the duration of the Term;
  - (ii) complete Self-Billed Invoices which clearly display the Generator's name, address, VAT registration number and other details required for a VAT invoice (where applicable);
  - (iii) enter into a new self-billing arrangement in the event that the Generator's VAT status or VAT registration number changes; and
  - (iv) inform the Generator in the event that the issue of such Self-Billed Invoices will be outsourced to a third party.
- (b) The Generator agrees to:
- (i) accept the self-billed invoices raised by EDF Energy on the Generator's behalf pursuant to this Agreement, for the duration of the Term;
  - (ii) not to raise invoices for any transactions covered by this Agreement;
  - (iii) notify EDF Energy immediately, in the event that the Generator's VAT status changes (including, if it ceases to be VAT registered), of its VAT registration number changes, or if the Generator sells their business (or any part of their business);
  - (iv) without prejudice to Clause 4.7(b)(iii) above, submit VAT declaration forms to EDF Energy in accordance with Clause 4.6(d);
  - (v) where VAT is payable on any Export, the Generator shall provide EDF Energy with their VAT registration number and agrees to EDF Energy undertaking self-billing in relation to any VAT output tax due by the Generator. Notwithstanding the provisions in this clause 4.7(b), the Generator shall be responsible for ensuring that it has made appropriate arrangements so as to comply with their taxation requirements (including, providing any declarations in relation to the VAT output tax).
- 4.8** Subject to the provisions of this clause 4, EDF Energy shall pay the Generator the FIT Payments within 90 calendar days following the last day of the relevant Meter Reading Month in which the Generator has both provided EDF Energy with Valid Meter Readings and EDF Energy has subsequently validated such meter readings. EDF Energy may make such FIT Payments by:
- (a) the Method of Payment as set out in the Term Sheet; or
  - (b) by applying a credit directly to the Generator's electricity supply account with EDF Energy (if any), to the extent permissible under the Scheme.
- 4.9** To the extent that the Generator and / or the Nominated Recipient:
- (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 Energy 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 Energy with Two Consecutive Valid Meter Readings in accordance with this Agreement;
  - (e) is required to pay EDF Energy any charges pursuant to clause 6; or

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- (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 Energy shall be entitled to do the following (in so far as it is not prohibited under the Scheme):
- (g) withhold FIT Payments regarding a Generator's failure to provide Two Consecutive Valid Meter Readings (and will accrue FIT Payments until such time as the Generator has provided a Valid Meter Reading for the Generation Meter); or
- (h) recoup, withhold or suspend any FIT Payments made by EDF Energy to either the Generator or Nominated Recipient;
- (i) set off any amounts owed by the Generator pursuant to this Agreement, against any FIT Payments that are payable; or
- (j) terminate this Agreement in accordance with clause 8.

## 3.10 Recouped FIT Payments

**4.10** In the event that EDF Energy exercises its right to recoup FIT Payments ("Recouped FIT Payments"), and such Recouped FIT Payments have been paid to a Nominated Recipient, EDF Energy shall recover the Recouped FIT Payments directly from the Nominated Recipient. However the Generator agrees that where it is not practicable for EDF Energy to recoup repayments from the Nominated Recipient, EDF Energy shall recover the Recouped FIT Payments from the Generator.

**4.11** The Generator acknowledges that EDF Energy shall be required to cease making FIT Payments in the event that the Authority informs EDF Energy that the Generator has been suspended or removed from the Central FIT Register.

**4.12** No additional payment (including, but not limited to any FIT 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.

## 5.1 Generation Meter

**5.1** In relation to the Generation Meter, the Generator acknowledges and agrees that it owns and is responsible for the Generation Meter which is installed with respect to the Eligible Installation.

**5.2** The Generator shall retain all meter readings taken from or supplied to EDF Energy for a period of not less than 12 months. This includes the Generation Meter Readings or Export Meter readings supplied to EDF Energy as part of the request for FIT Payments in respect of the Accredited FIT 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 Energy or its agents;
- (b) in the event that the Export Meter is registered under the BSC by EDF Energy, such registration shall be the responsibility of EDF Energy; and
- (c) EDF Energy reserves the right to install at any time during the Term, an Export Meter (which EDF Energy shall be responsible for registering under the BSC) with respect to the Eligible Installation.

**5.4** So as to enable EDF Energy to make FIT 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 Energy with Opening Meter Readings;
- (b) provides EDF Energy Regular Meter Readings during the Meter Reading Months (as set out in the Term Sheet), commencing from the Eligibility Date (or the Transfer Date where applicable);
- (c) provides EDF Energy with Valid Meter Readings;
- (d) provides EDF Energy with Two Consecutive Meter Readings;
- (e) promptly notifies EDF Energy in the event that it subsequently discovers or suspects that any Generation Meter Reading which it (or the Nominated Recipient) has provided to EDF Energy is an Invalid Meter Reading; and
- (f) maintains the Generation Meter and any ancillary metering arrangements, to ensure that it is capable of producing Valid Meter Readings.

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- 5.5** In the event that the Generator appoints a Nominated Recipient, then the Generator shall be responsible for:
- (a) ensuring that any and all Regular Meter Readings (including, but not limited to the Opening Meter Readings and Closing Meter Readings for the Generation Meter) provided by the Nominated Recipient are Valid Meter Readings;
  - (b) contacting, and following up with, the Nominated Recipient in the event that the Nominated Recipient has failed to provide the Regular Meter Readings;
  - (c) promptly notifying EDF Energy in the event that it later discovers or suspects that any Generation Meter Reading provided by the Nominated Recipient is an Invalid Meter Reading; and
  - (d) ensuring that the Nominated Recipient shall not act in any way that is contrary to, or frustrates the operation of, this Agreement.
- 5.6** The Generator acknowledges and agrees that EDF Energy will not be able to calculate, and accordingly will not be able to make FIT Payments where:
- (a) the Generator or the Nominated Recipient has not provided to EDF Energy the Opening Meter Readings, Regular Meter Readings, or the Closing Meter Readings (with respect to the Generation Meter);
  - (b) the Generator or the Nominated Recipient has provided Generation Meter Readings which EDF Energy reasonably considers or suspects to be Invalid Meter Readings;
  - (c) the Eligible Installation has been suspended or removed by the Authority from the Central FIT Register;
  - (d) EDF Energy has not been granted access (pursuant to clause 6) to the Generation Meter and where applicable Export Meter for the purposes of obtaining Valid Meter Readings;
- 5.7** In the event that the Generator is no longer the owner of the Eligible Installation, they must as soon as reasonably possible notify EDF Energy (pursuant to clause 3.8), and promptly take and send to EDF Energy a Closing Meter Reading for the Generation Meter.
- 5.8** The Generator shall inform EDF Energy as soon as reasonably possible where there is a change to any of the details set out in the Term Sheet in relation to the Generation Meter and where applicable Export Meter.
- 5.9** The Generator hereby confirms that the Export Metered Output to be supplied to EDF Energy 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 benefit of EDF Energy.
- 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 Energy and any officer, employee, agent, contractor, or sub-contractor so as to obtain Meter Readings, and as further set out in this clause 6.
- 6.3** The Generator agrees that it, and / or its Nominated Recipient, shall allow EDF Energy and any officer, employee, agent or sub-contractor of EDF Energy, 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 Energy'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 Energy 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;

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- (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 Energy 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 FIT Payments may be suspended in the event that Meter Readings cannot be appropriately verified by EDF Energy, the Authority or any officer, employee, agent, contractor, or sub-contractor appointed by EDF Energy or the Authority.
- 6.5** EDF Energy may require the Generator to pay any charges (or have such charges deducted from any future FIT Payments) that EDF Energy reasonably incurs (either directly or indirectly) pursuant to any access visit undertaken by EDF Energy 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 Energy 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 Energy to do so.

## 7. Generator's Election to Switch Feed in Tariff Licensee

- 7.1** The Generator may switch its FIT Licensee where the new FIT Licensee confirms it will take over the Generator's existing FIT scheme. The Generator shall be required to provide information to prove its eligibility to the FIT Licensee in the same way as an initial application. The new tariff will remain at the same rate as when the Generator originally formed eligibility for the Feed in Tariff scheme.
- 7.2** Once notified by the new FIT Licensee, EDF Energy will agree a Switching date with the new FIT Licensee. The Generator will be asked to provide a reading on the Switching date to allow the Switch to take place. EDF Energy will make a final payment up to this reading within 28 days of the Switch.

## 8. Termination

- 8.1** Where EDF Energy is of the reasonable opinion that the Generator is in breach of this Agreement, then EDF Energy shall contact the Generator specifying the nature of the breach and requesting remedy. If the Generator fails to initiate and proceed without delay with action to remedy the breach, then EDF Energy may be required to refer the matter to the Authority.
- 8.2** Subject to the provisions of clause 8.1 above, EDF Energy may terminate this Agreement immediately and without notice to the Generator:
- (a) in the event that the Generator ceases at any time to comply with any of the Eligibility Criteria, 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 Energy suspects that the Generator has illegally abstracted electricity or has interfered with electricity related equipment or if EDF Energy suspects it has been provided with an Invalid Meter Reading with respect to the Generation Meter;
  - (d) if EDF Energy and any officer, employee, agent or sub-contractor of EDF Energy, 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 Energy is no longer a Mandatory FIT Licensee;
  - (i) if there is a change in the metering arrangements of the Generation Meter and where applicable Export Meter which requires the Parties to enter into a new agreement which is more appropriate for the relevant metering arrangements; or
  - (j) if either Party suffers an Insolvency Event.



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- 8.3** In the event that the Generator elects to Switch pursuant to Clause 7, 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 Energy; and EDF Energy shall participate as reasonably required to facilitate the Switching of the Generator.
- 8.4** Upon termination of this Agreement, EDF Energy will pay the Generator the net amount owing to the Generator under this Agreement (subject always to EDF Energy'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 Energy and which EDF Energy has verified. No FIT Payments will be made for electricity generated or exported by the Generator after termination of this Agreement.
- 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 in accordance with the Authority's Requirements.
- 8.7** 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 Energy the Recouped FIT Payments; and
  - (b) Any future obligations of the Generator and EDF Energy 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).
- 8.8** The Generator acknowledges that should they be in breach of the Agreement, the Authority may, in its absolute discretion, suspend the Generator and the Eligible Installation from the Central FIT Register.
- 9. Liability**
- 9.1** Subject to clause 9.2, the liability of EDF Energy 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 Energy to the Generator for all electricity generated as at the date of the event or series of connected events giving rise to such liability. EDF Energy, 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

# Feed-in Tariffs Statement of Terms

**10.1** The Generator shall immediately notify EDF Energy 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 Energy 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 Energy 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 14.2), 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 Energy.

## **13. Data Protection and Information**

**13.1** The Generator acknowledges that EDF Energy may obtain personal data (as that term is defined by the Data Protection Act 1998) relating to the Generator and the Nominated Recipient in the course of this Agreement. To this end, the Generator acknowledges and agrees that it is responsible for, and it has obtained all relevant consents from the Nominated Recipient with respect to the disclosure and use of that Nominated Recipient's personal data which may be required in order for EDF Energy to fulfil its obligations under the FIT Order, Authority's Guidance or Electricity Supply Licence (including but not limited to, the reporting of any claims of fraud against the Generator), and as further set out in this clause 13.

**13.2** The Generator hereby consents to EDF Energy using such personal data for all purposes connected with this Agreement and pursuant to the operation of the Scheme, and in particular in relation to the following:

- (a) consent for the duration of the Term, for the purposes of advising the Generator of any specifically relevant changes to the Scheme, including but not limited to, changes in the applicable Generation Tariff, Export Tariff or Deemed Export percentage, or in relation to Switching;
- (b) consent for the duration of the Term, and after termination of this Agreement until the Eligibility Period has expired, for the purposes of administering, reporting and auditing the Scheme by EDF Energy and the Authority;
- (c) consent for the duration of the Term, and after termination of this Agreement until the Eligibility Period has expired, where required, in order for EDF Energy to fulfil its obligations under the FIT Order, Authority's Guidance or Electricity Supply Licence, including but not limited to, the reporting of any claims of fraud against the Generator; and
- (d) consent for the duration of the Term, with respect to renewable generation, energy supply and energy related services provided by EDF Energy, in so far as the Generator has provided its consent for their personal data to be used in this respect.

**13.3** The Generator acknowledges that with respect to Switching, EDF Energy (in its capacity as the incoming or outgoing FIT 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 Energy handling such

# Feed-in Tariffs Statement of Terms

Information, as may be required, during the Term, and for a reasonable period of time after termination of this Agreement.

**13.4** The Generator acknowledges that EDF Energy 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 the Term Sheet 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** In the event that the Generator disputes any of the information contained in the Central FIT Register, then it shall, in the first instance approach EDF Energy, and explain the reasons why it believes the information to be inaccurate (and shall provide supporting evidence of such).

**15.2** The Generator shall contact the Authority directly, in the event that the Generator:

- (a) requires further clarity on the Information contained on the Central FIT Register;
- (b) seeks to make a complaint against the Authority; or
- (c) has a complaint or dispute in relation to the Eligible Installation being ROO-FIT Accredited.

~~15.3~~ **15.3** The Generator acknowledges and agrees that EDF Energy 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.

~~15.4~~ **15.4** In the event of any other complaints in relation to the subject matter of this Agreement, the Generator shall first notify EDF Energy on 0333 009 7009, or 0113 820 7292 if calling from a mobile. The Generator can also email us at [complaintsresolutionmanager@edfenergy.com](mailto:complaintsresolutionmanager@edfenergy.com) or write to us at: Freepost - EDF Energy, Complaints Resolution Manager. EDF Energy's representatives will then provide the Generator with details of any required complaints procedure. If the complaint remains unresolved the Generator may email EDF Energy's Customer Services Director Executive Team at [CSDirector@edfenergy.com](mailto:CSDirector@edfenergy.com) or write to them at Customer Services Director at the aforementioned address. 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.os-energy.org.uk](http://www.os-energy.org.uk). EDF Energy's full procedure for handling complaints is available at: [www.edfenergy.com/makingacomplaint](http://www.edfenergy.com/makingacomplaint).

~~15.5~~ **15.5** 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.

## 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 Energy. EDF Energy 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~~ **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 benefit 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. For the avoidance of doubt, a Nominated Recipient shall not have any right to enforce any term contained in this Agreement, and the Generator shall be responsible for the actions of any Nominated Recipient.

# Feed-in Tariffs Statement of Terms

- 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 Energy agree to use their respective reasonable endeavors to renegotiate in good faith this Agreement.
- 16.6** EDF Energy 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 Energy may immediately vary the terms of this Agreement as a result of, or reflecting, changes or developments in any law, regulation or regulatory guidance documents (including but not limited to amendments to the Energy Act 2008, FIT Order the Authority's Guidance, Value Added Tax Act 1994, and any guidance from HM Customs and Excise) 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:
- "Accredited FIT Installation"** means an Eligible Installation which the Authority has entered onto the Central FIT Register in accordance with the FIT Order;
- "Act"** means the Electricity Act 1989;
- "Agreement"** means these Statement of Terms (which shall for the avoidance of doubt, include the attached Term Sheet and Terms and Conditions), 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;
- "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 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 FIT Order, the Authority's Guidance, and EDF Energy'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.
- "Central FIT Register"** means the register kept and maintained by the Authority for the purpose of recording details of the Accredited FIT Installations and other such matters relating to the Scheme;
- "Change of Nominated Recipient Form"** means the form required to be submitted by a Generator seeking to nominate another person to receive FIT Payments on their behalf which can be requested by contacting EDF Energy using the details on section 1.2 of the Term Sheet;
- "Change of Ownership Notification"** means a notice in writing from the Generator to EDF Energy in terms of which the Generator notifies EDF Energy that they are no longer the owner of the Eligible Installation;

# Feed-in Tariffs Statement of Terms

**"Closing Meter Reading"** means a Valid Meter Reading, that:

- (a) in the case of Switching, shall be the Opening Meter Reading taken on the Transfer Date and provided to the Generator's new FIT Licensee; and
- (b) in any other situation, shall be the Meter Reading to be taken by the Generator on the date of termination of this Agreement, and provided to EDF Energy within thirty (30) calendar days of the date of termination of this Agreement;

**"Commissioned"** means, in relation to an Eligible Installation, the completion of such procedures and tests as constitute, at the time they are undertaken, the usual industry standards and practices for commissioning that type of Eligible Installation in order to demonstrate it is capable of operation;

**"Confirmation Date"** means the date on which the Generator is entered onto the Central FIT Register by the Authority, such that it's Eligible Installation becomes an Accredited FIT Installation;

**"Connected Person"** means a person connected, within the meaning of section 1122 of the Corporation Tax Act 2010, to an owner or operator of a generating station or a party to a NFFO arrangement

**"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 National Grid's high voltage transmission system;

**"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 Energy to retrieve, validate and process metering data received from the Meter Equipment and the communications equipment;

**"Declaration"** means [one of] the declaration[s] regarding an Eligible Installation [set out in the Term Sheet], which the Generator must provide at regular intervals in order to obtain FIT Payments;

**"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;

**"Deemed Export"** means Export from an Accredited FIT Installation which may be deemed to be a percentage of the equivalent Generation Meter Reading from the same Accredited FIT Installation and period, in accordance with the methodology determined by the Secretary of State as set out in the FIT Order 2010

**"Distribution Code"** means the distribution code required to be drawn up by the Local Distribution Company and approved by the Authority, as from time to time revised with the approval of the Authority;

**"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;

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

**"EDF Energy"** means EDF Energy Customers Ltd, a company incorporated in England and Wales under registered number 2228297 and having its registered office at 90 Whitfield Street, London, W1T 4EZ;

**"EDF Energy Group Mandatory FIT Licensees"** mean the following Mandatory FIT Licensees which EDF Energy shall be acting as agent for, representing, and discharging any of its obligations under the Scheme, and shall include: (a) EDF Energy Customers Ltd, a company incorporated in England and Wales under registered number 02228297 and having its registered office at 90 Whitfield Street, London, W1T 4EZ

(b) Seaboard Energy Limited, a company incorporated in England and Wales under registered number 3043088 and having its registered office at 90 Whitfield Street, London, W1T 4EZ

(c) SWEB Energy Limited, a company incorporated in England and Wales under registered number 400049231 and having its registered office at 90 Whitfield Street, London, W1T 4EZ

(d) British Energy Direct Limited, a company incorporated in England and Wales under registered number 04935015 and having its registered office at Barnett Way, Barnwood, Gloucester, GL4 3RS

**"Electricity Supply Licence"** means a licence granted by the Authority;

**"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 which is more fully described in the Term Sheet;

# Feed-in Tariffs Statement of Terms

**"Eligible Low-carbon Energy Source"** means the sources of energy or technology as defined in the FIT Order; **"Eligibility Criteria"** means any requirements or qualification criteria imposed by the Authority from time to time in relation to any aspect of this Scheme;

**"Eligibility Date"** means the date as regards a particular Eligible Installation from which eligibility for FIT Payments commences, which shall be

- (a) receipt by the Authority of the Generator's written request for ROO-FIT Accreditation in a form acceptable to the Authority; or
- (b) receipt by EDF Energy of the Generator's written request for MCS-certified Registration; or
- (c) receipt by the Authority of an application for the pre-registration of a school installation or
- (d) for a community energy installation, where the Authority has granted pre-registration, the commissioning date.

**"Eligibility Period"** means the maximum period for which the Eligible Installation shall be subject to the Scheme, as determined in accordance with the FIT Order and as set out in the Term Sheet, and which shall commence on the Eligibility Date;

**"Energy Efficiency Requirement"** means the requirement for a relevant installation, attached to or wired to provide electricity to one or more relevant buildings, to provide the appropriate Energy Performance Certificate for a relevant building.

**"Energy Performance Certificate"** means a certificate provided by an accredited energy assessor, detailing the energy efficiency of a domestic or residential property and providing it with a relevant band rating;

**"Export"** means the flow of electricity from an Eligible Installation onto a distribution system or transmission system and, if EDF Energy so elects, accounted for in settlement in accordance with the BSC (Export used as a verb 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 or Nominated Recipient (as applicable), by EDF Energy for FIT 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 Payment Opt In Notification"** means a notice in writing (in the form specified by EDF Energy) from the Generator to EDF Energy in which the Generator elects to receive Export Payments based on the Export Tariff and Export Metered Output (from a date specified therein), pursuant to the Scheme;

**"Export Payment Opt Out Notification"** means a notice in writing (in the form specified by EDF Energy) from the Generator to EDF Energy in terms of which the Generator elects not to receive Export Payments, pursuant to the Scheme, from a date specified therein;

**"Export Tariff"** means the payment rate per kilowatt hour for FIT Export from an Accredited FIT Installation as specified in the FIT Order, and as set out in the Term Sheet, and as may be varied by the Authority from time to time; **"Extension"** means a modification to an Accredited FIT 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 Export"** means Export from an Accredited FIT Installation in relation to which the Generator has requested to receive Export Payments in accordance with the FIT Order;

**"FIT Licensee"** shall have the meaning set out in the FIT Order, and shall include Mandatory FIT Licensees;

**"FIT Order"** means the Feed-in Tariffs (Specified Maximum Capacity and Functions) Order 2010, and / or any subsequent amending regulation which may be in force from time to time;

**"FIT Payments"** means, as applicable, the Generation Payments and where applicable Export Payments payable to the Generator by EDF Energy, as calculated pursuant to this Agreement;

**"FIT Year"** means a year commencing on 1st April and ending on 31st March;

**"Declaration"** means (one or)the declaration (s) regarding an Eligible Installation (set out in the Term Sheet), which the Generator must provide at regular intervals in order to obtain FIT Payments;

**"Generator"** means the person identified as such in the Term Sheet, and who is the owner (identified as such in the Central FIT Register) of an Eligible Installation including a Multi-Installation Generator;

**"Generation Meter"** means a meter which measures the quantity of electricity generated by an Accredited FIT Installation, for which the Generator is responsible;

**"Generation Payment"** means the sum paid to the Generator or Nominated Recipient (as applicable) by EDF Energy for the electricity generated by Accredited FIT Installations, calculated by reference to the Generation Tariff and Generation Meter Readings. The Generation Payment shall be exclusive of VAT;

# Feed-in Tariffs Statement of Terms

**"Generation Meter Reading"** means the measure by a Generation Meter of the gross amount of electricity generated by an Accredited FIT Installation;

**"Generation Tariff"** means the payment rate per kilowatt hour of electricity generated by an Accredited FIT Installation as determined by the Authority, and as set out in the Term Sheet, and as may be varied by the Authority from time to time;

**"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;

**"Import Meter"** means the meter (or where relevant meters) installed at the Site which measure and record the amount of electricity supplied to the Premises by the Generator's energy supplier;

**"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 Master Registration Agreement, 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 Energy to perform their obligations under the Agreement, each as amended from time to time;

**"Insolvency Event"** means if a Party:

- (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger);
- (ii) 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;
- (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (iv) 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;
- (v) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a solvent consolidation, amalgamation or merger);
- (vi) 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;
- (vii) 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;
- (viii) 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
- (ix) 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 Energy, 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 or the Nominated Recipient.

**"Licence"** means any licence granted to the Generator or EDF Energy under Section 6 of the Electricity Act 1989 as amended from time to time;

# Feed-in Tariffs Statement of Terms

**"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 FIT Licensee"** means any such licensee as defined in the FIT Order;

**"Master Registration Agreement"** means the agreement of that title dated 1st June 1998, as amended from time to time;

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

**"MCS-FIT Accredited"** means the relevant process of accreditation to be undertaken in respect of an Eligible Installation, as specified in the FIT Order;

**"MCS-FIT Technology"** means the relevant Eligible Low-carbon Energy Sources as specified in the FIT Order;

**"Meter"** means any Import Meter, Export Meter and / or any Generation Meter;

**"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 data 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 metering or metering configuration that measures the net electrical output of the Eligible Installation, after deducting all electricity used for the purposes relating to the operation of the Eligible Installation and consumed on the Site by auxiliary and ancillary equipment associated with the Eligible Installation;

**"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;

**"Multi-Installation Generator"** means a generator entitled to receive FIT payments for more than 25 individual installations;

**"Multi-Installation Generator Status"** means the status of being a Multi-Installation Generator;

**"Multi-Installation Nominated Recipient"** means a person/persons (including a Connected Person) appointed by a Multi-Installation Generator to receive FIT Payments in respect of twenty-five (25) or more Eligible Installations owned by the Multi-Installation Generator [and as recorded as such on the Central FIT Register];

**"NFFO"** means the Non Fossil Fuel Obligation;

**"National Grid"** means National Grid Electricity Transmission plc, a company registered in England under number 2366977;

**"Nominated Recipient"** means a person appointed by Generator to receive FIT Payments in respect of an Accredited FIT Installation owned by the Generator, and as recorded as such on the Central FIT Register including a Multi-Installation Nominated Recipient;

**"Off Grid"** means that the Site does not receive a supply of electricity from the National Grid;

**"Opening Meter Reading"** means Valid Meter Readings of the Generation Meter and where applicable the Export Meter which measures the electricity to be generated by the Eligible Installation and which shall be taken by the Generator at the Eligibility Date (or the Transfer Date if applicable), or the date of the first Meter Reading if taken at a later date;

**"Permitted Grant"** means:

- (a) a grant made before 1st April 2010 in respect of costs of an Eligible Installation which was Commissioned before 15th July 2009; or
- (b) a grant made before 1st April 2010 in respect of an Eligible Installation on a residential property which was Commissioned between 15th July 2009 and 31st March 2010; or
- (c) as otherwise determined in accordance with the FIT Order;

**"Plant"** means any equipment, apparatus or appliance;

**"Premises"** means the premises at which the Eligible Installation is located;

**"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 Installation"** 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);



# Feed-in Tariffs Statement of Terms

**"Regular Meter Reading"** means Valid Meter Readings of the Generation Meter measuring the electricity generated by the Eligible Installation which shall be taken during the Meter Reading months;

**"Relevant Distribution System"** means the Local Network Operator's system for distributing electricity to the Site (where the Local Network Operator shall mean the holder of a licence under section 6 (1) (c) of the Electricity Act 1989, as amended from time to time);

**"ROC"** means a Renewables Obligation Certificate issued pursuant to Section 32B of the Electricity Act 1989 and the Renewables Obligation Order 2006;

**"ROO-FIT Accredited"** means the process of accreditation pursuant to the FIT Order to be undertaken in respect of an Eligible Installation, not using an MCS-FIT Technology;

**"Scheme"** means the scheme for feed-in tariffs introduced in accordance with sections 41 to 43 of the Energy Act 2008, and as further set out in the FIT Order and Standard Condition 33 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 FIT Terms;

**"Self-Billing Arrangement"** in relation to FITs, means an arrangement between a Generator and EDF Energy in which the EDF Energy prepares the Generator's invoice and forwards a copy to the Generator with the payment;

**"Self-Billing Invoice"** means the invoice prepared by EDF Energy and provided by to the Generator;

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

**"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;
- (b) the Total Installed Capacity of which does not exceed the Specified Maximum Capacity;

**"Specified Maximum Capacity"** means the maximum capacity specified in the FIT Order;

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

**"Statement of FIT Terms"** shall include these terms and the attached Term Sheet;

**"Switching"** means the process involved when the Generator elects to change its FIT Licensee (and Switch used as a verb shall be construed accordingly);

**"Tariff Date"** means the date determined in accordance with the FIT Order in relation to an Eligible Installation for which the method of determining the tariff date is specified in the FIT Order, and in relation to any other Eligible Installation means the Eligibility Date;

**"Total Installed Capacity"** 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 ROO-FIT Accreditation and MCS-certified Registration;

**"Term Sheet"** means the attached term sheet containing details of the Generator and the Eligible Installation;

**"Transfer Date"** means the date upon which Generator is deemed to have switched in relation to an Accredited FIT Installation;

**"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.

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 Words importing 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.