



# **SMART EXPORT GUARANTEE TERMS AND CONDITIONS**

## Standard Terms and Conditions

These are our terms and conditions for your Smart Export Guarantee (SEG) Tariff. They form part of the Contract between “us”, Green Network Energy Ltd as a mandated SEG Licensee and “you”, a SEG generator.

By accepting this statement of terms, you agree that the information you provide us with is complete and accurate.

## Definitions

**AD:** means anaerobic digestion

**AD Installation:** means an Eligible Installation which produces Export through anaerobic digestion

**AD Reporting Start Date:** means the date on which the Authority formally acknowledges the SEG Generator’s intent to request SEG Payments and confirmation that it intends to comply with the criteria set down in the Schedule to the SEG Order

**Anaerobic Digestion:** means the bacterial fermentation of organic material in the absence of free oxygen (excluding anaerobic digestion of sewage and material in a landfill)

**Contract:** means the contract between you and us under which we pay you for export of electricity to the grid. The terms of our contract include these terms and conditions and any provisions in other documents expressly referred to in these terms and conditions.

**Eligibility Criteria:** means the criteria under clause 3 of this schedule to be considered an Eligible Installation to receive a SEG tariff

**Eligible Installation:** means any installation which complies with clause 3 of this Schedule

**Export Meter:** means a meter or meters complying with the requirements set out in clause 2 of this Schedule, which measures the quantity of Export and the compulsory registration of which, under the Balancing and Settlement Code, regardless of capacity, is to be the responsibility of the SEG Licensee

**Export Meter Reading:** means the measure by an Export Meter of the amount of Export

**Export Payment:** means payment received from us, the SEG Licensee, for the electricity exported to the grid by the you, the SEG Generator

**Export Tariff:** means the payment rate per kilowatt hour for Export from an Eligible Installation

**FIT:** means Feed-in-Tariff

**Feed in Tariff:** means the Feed in Tariff is an environmental programme aimed at promoting the widespread uptake of a range of small scale low carbon electricity generation technologies. The FIT scheme requires certain Licensed Electricity Suppliers to pay fixed tariffs to micro and small renewable and micro CHP generators for electricity generated and exported to the local electricity network.

**Green Network Energy:** Green Network Energy Ltd. Our registered office is New Kings Court, Tollgate, Chandler’s Ford, Eastleigh, SO53 3LG and company number is 09523066.

**Hydro:** means an installation driven by water, except for such an installation:

- (a) driven by waves, ocean currents or geothermal sources;
- (b) driven by tidal flows, unless also driven partly by non-tidal flows from a water course; or
- (c) where the hydrostatic head of the water has been increased by pumping

**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 Microgeneration Certification Scheme, a Scheme to administer the installation of microgeneration installations below 30kW Total Installed Capacity

**Meter:** means the meters and equipment for measuring and providing information on the energy you export and includes a smart meter

**Metering Legislation:** means:

- (a) Schedule 7 to the Electricity Act 1989;
- (b) The Meters (Approval of Pattern or Construction and Manner of Installation) Regulations 1998 (S.I. 1998/1565);
- (c) The Meters (Certification) Regulations 1998 (S.I. 1998/1566);
- (d) The Electricity (Approval of Pattern or Construction and Installation and Certification) (Amendment) Regulations 2002 (S.I. 2002/3129);
- (e) The Measuring Instruments (EC Requirements) (Electrical Energy Meters) Regulations 1995 (S.I. 1995/2607);
- (f) The Measuring Instruments (EC Requirements) (Electrical Energy Meters) (Amendment) Regulations

2002 (S.I. 2002/3082);

(g) The Measuring Instruments (Active Electrical Energy Meters) Regulations 2006 (S.I. 2006/1679);

**MPAN:** means the Meter Point Administration Number, as the reference number used to uniquely identify electricity meter points in Great Britain.

**Ofgem:** means the Office of Gas and Electricity Markets (and its successor or such other relevant governing authority).

**Premises or property:** the address where the Eligible Installation is located.

**PV:** means Solar photovoltaic

**SEG:** means Smart Export Guarantee

**SEG Licensee:** means the collective term for Mandatory SEG Licensees and Voluntary SEG Licensees

**Smart meter:** a meter that can be read by an energy supplier remotely without coming to your property.

**Storage Device:** means a system or device that is capable of storing electricity

**Total Installed Capacity:** means the maximum capacity at which an Eligible Installation could be operated for a sustained period without causing damage to it

**Us/We/Our:** when We use the terms Us, We, Our, We'll and We're, in this document, this is a reference to Green Network Energy who is the provider of the SEG Tariff.

**You/Your/Yours:** means the terms You, Your, Yours, You're and You'll refer to the person or persons who have entered into the Agreement.

## 1. General/Eligibility criteria

**1.1** By signing up to our SEG Tariff and entering into these terms and conditions you confirm that you meet and agree to the following:

**1.1.1** You have a meter that is capable of measuring export on a Half-Hourly basis with a separate MPAN from your import MPAN.

**1.1.2** You agree to provide us with meter readings when requested by us so that we can bill you accurately.

**1.1.3** You generate electricity from one of these energy sources:

- Solar photovoltaic (PV),
- Hydro,
- Micro-combined heat and power (micro CHP),
- Wind, or
- Anaerobic Digestion (AD)

**1.1.4** Your Total Installed Capacity must not exceed 5MW, and micro CHP must not exceed 50kW.

**1.1.5** If you generate using an AD, you must notify us of your AD Reporting Start Date and provide confirmation from Ofgem that you are meeting your ongoing reporting obligations.

**1.1.6** Your installation is suitably certified in accordance with EN 45011 or EN ISO/IEC 17065:2012 through MCS or equivalent, and you can evidence the certification at our request.

**1.1.7** You will not be receiving any FIT Payments from any supplier for export during whilst receiving Export Payments from us. You must notify us of any changes to your FIT export status.

**1.1.8** You are not receiving payments for your export from any other supplier.

**1.1.9** You agree to provide information, declarations and evidence to us and Ofgem as required for the administration of the SEG arrangements.

## 2. Duration of this Agreement

**2.1** This Statement of Terms starts from the date that we receive your signed terms and conditions following your full and complete application form to join the Green Network Energy SEG Tariff, together with all supporting documentation requested by us.

**2.2** There is no end date on this tariff and you are able to switch to another SEG Licensee without incurring exit fees.

## 3. Tariff prices and payment

**3.1** We will make the SEG Payment in accordance with the provisions of this Statement of Terms, and the requirements of Ofgem, if you comply with the Eligibility Criteria set out above and have provided us with the meter reading when requested.

**3.2** We shall pay to you a sum for electricity exported by your Eligible Installation in each Quarter. This will be by BACS transfer 14 days after issuing you a statement.

**3.3** This tariff is variable meaning that we can increase and decrease the tariff export rate. We will give you sufficient notice before any changes so that you are able to make a decision as to whether you'd like to stay or move to another SEG Licensee.

**3.4** You will receive the SEG Tariff from us until this Statement of Terms is terminated by you or us.

**3.5** If you have an import account with Us and there is an outstanding debt, We reserve the right not to make the SEG Payment until You have resolved the outstanding debt.

## 4. Metering

**4.1** To receive SEG Payments you must have an Export Meter that is compliant with relevant Metering Legislation connected to your Eligible Installation and is capable of measuring export at half-hourly intervals.

**4.2** We will set you up with an export MPAN, if you do not have one already.

**4.3** Your Export Meter should be in an accessible location and access made available to us or Our appointed contractor.

**4.4** You agree to give us, our agents and the network operator (whichever applies) safe access to your property and the meters in the following circumstances:

**4.4.1** at all reasonable times for any reason that relates to your energy supply or the meter, to enforce our rights and carry out our obligations under the contract;

**4.4.2** at all reasonable times after this contract ends to collect equipment that belongs to us; and

**4.4.3** at any time in an emergency.

**4.5** You must provide unobstructed access to the meters for meter reading and maintenance or removal. If we need to relocate the meter for any reason, we may charge you for the related costs unless you are eligible for this work to be done free of charge.

**4.6** We reserve the right to check your Eligible Installation and meters to verify the details provided by you. If we find the information you have provided to be incorrect this Statement of Terms and your SEG Tariff may be void.

**4.7** We are bound by Guaranteed Standards of Performance when we arrange to visit your property. Details can be found on our website at: <http://bit.ly/2sMuRbf>.

**4.8** We will only pay you for export by an Eligible Installation. If you have other installations that do not fulfil the eligibility criteria under clause 3, we may require you to install a separate meter to calculate this export and deduct this from the overall exported electricity. Alternatively, we may pro-rate output or use estimates to calculate the export from the Eligible Installation.

**4.9** If you are supplied electricity by a different energy supplier, they will be liable for issues with the meter.

## 5. Meter readings

**5.1** You agree to provide us with your Export Meter Reading as requested by us.

**5.2** You agree to provide us with your Export Meter Reading either by manually reading the meter yourself

and submitting this reading to us, or by your Export Meter providing an automatic reading if it has the capability to do so.

**5.3** Your meter readings must be accurate and reflect the value shown on the appropriate meter at the time you read your meter(s).

**5.4** If you don't give us a Valid Meter Reading as required, we won't pay your SEG Payment for that quarter – we'll carry it over until the next quarter for which you give us a Valid Meter Reading.

## 6. Additional provisions relating to smart meters

**6.1** For customers that switch to us who have an existing smart meter installed by another supplier, you may need to operate it as a standard (non-smart) meter and the provisions of this contract relating to meter readings will apply to you. For further guidance and information see <http://bit.ly/2v0SoAM>.

**6.2** The remaining provisions of this clause and any other references to "smart meter" in this contract apply only for customers who have a smart meter installed that we can communicate with remotely.

**6.3** This clause sets out the frequency with which we will collect readings using your smart meter, the granularity of the energy data collected and your choices and ability to control them:

**6.3.1** We will normally collect readings from your smart meter once per day.

**6.3.2** You have the right to "opt-out" of daily readings, and instruct us to take just one reading per month (covering an entire one month period).

**6.3.3** If you wish to change any of your choices please contact our customer services at <http://bit.ly/2S7MoFv>

**6.4** We will use the readings from your smart meter to measure your usage and calculate the charges on your bills. The provisions of this contract relating to collection or provision of manual meter readings will not apply to customers that have a smart meter (except where the smart meter is not operating with smart meter capability). In some cases, (for example, if your smart meter fails or we cannot communicate with it either due to technical or interoperability issues) we might still have to ask you for meter readings or base your bills on estimated readings.

**6.5** We may use information from your smart meter to offer you appropriate tariffs and other products and services (including via any associated in-home display device) in line with our privacy notice which you can find at <http://bit.ly/2sLqBZz>.

**6.6** We also may use the smart meter, without visiting your property, to:

a. collect information about how your smart meter is

working (for example, if it has any faults or has been tampered with);

**b.** update your tariff information, including prices and end dates as agreed;

**c.** repair or update your smart meter;

**d.** switch the smart meter between credit mode and prepayment mode without the need to change the meter (in the circumstances we've set out in this contract relating to prepayment meters and only after giving you due notice); or

**e.** disconnect your supply (in the circumstances we've set out in this contract)

**6.7** If you have a smart meter there may be an in-home display unit linked to it in your property. The in-home display unit won't work with another smart meter. You must not damage or tamper with the in-home display unit and if you move house, you must leave it behind.

## 7. Changes to your Eligible Installation

**7.1** As soon as reasonably possible, you must notify us in writing if you change the capacity of your existing Eligible Installation in any way. In the event of this happening, we reserve the right to withhold, reduce or recoup payments accordingly.

**7.2** We may contact you periodically to ask you if any changes have been made to your Eligible Installation. We will use a method of communication that is in keeping with any preference you may have expressed.

## 8. Change of Ownership

**8.1** As soon as reasonably possible, you must notify us in writing if there has been a change in the ownership of your Eligible Installation and provide us with supporting documentation, as requested.

## 9. Changes to this contract

**9.1** From time to time, due to changes in law or regulation, changes to agreements under which we operate, changes imposed by any governmental or regulatory body or authority (e.g. Ofgem) or changes to our business, we may update these terms and conditions and consequently the contract between us.

**9.2** If we make changes to this contract that are disadvantageous to you, we will give you 30 days' notice to let you know about the changes. If you do not agree with the changes, you can switch to another SEG Tariff provided by another energy supplier, however the changes will still take effect on the date provided.

## 10. Ending this Agreement

**10.1** You may terminate this Statement of Terms at any time by writing to us and termination shall be effected once we have acknowledged receipt of your written request to terminate this Statement of Terms.

**10.2** If you have terminated this Statement of Terms to receive SEG Payments from another supplier, the date upon which this Statement of Terms shall terminate is the date in which the contract with your new SEG Licensee commences.

**10.3** Upon termination of this Statement of Terms, you may provide us with meter readings from your Export Meter. We shall pay you for the amount of electricity exported by your Eligible Installation from the date of the last meter reading to the last day of the Statement of Terms.

**10.4** This Statement of Terms will automatically end:

**10.4.1** If you fail at any time to comply with the Eligibility Criteria set out at section 3 above;

**10.4.2** If you move home without notifying us (see clause 12);

**10.4.3** In the event that either party commits a serious breach of this Statement of Terms.

**10.5** In the event that this Statement of Terms ends for one of the reasons set out in clause 10.3, we only pay you for the amount of electricity exported up until the point in time the installation no longer met the Eligibility Criteria, the date you moved home or the date that a serious breach of this Statement of Terms occurred. This payment may be based on estimates and we may require evidence to determine what dates to use for the payments.

## 11. Changing SEG Licensee

**11.1** Should you wish to change SEG Licensee we will participate as reasonably required by Ofgem to facilitate the changes required. To switch SEG Licensee you should contact the SEG Licensee you wish to switch to who will make the necessary industry changes.

**11.2** Your new SEG Licensee will take an export meter reading from you and agree it with us. This meter reading will be used to calculate your final SEG Payment from us. It is your responsibility to provide your new SEG Licensee with this meter read in order to collect final payment from us

## 12. Moving Home

**12.1** If you move home and still wish to be the Payee of the SEG Payment, it is your responsibility to ensure that

quarterly meter readings are submitted as required by us to continue receiving SEG Payments.

**12.2** If you move home and wish for the new occupant to become the Payee you must contact us in writing and provide us with the information required to enable us to determine and/or validate the new Payee's details.

**12.3** If you move home without contacting us, this Contract will end.

### 13. Complaints and impartial advice

**13.1** Should you have a question, comment or complaint in relation to your SEG tariff we would encourage you to contact us as soon as possible to discuss. If we are unable to resolve your complaint, we have a duty to comply with the dispute resolution process in place. The complaints process includes internal escalation and concludes with the option of an independent Ombudsman service.

**13.2** You can view our complaints policy at <http://bit.ly/38StEQr>. We want to sort things out for you quickly, so please contact us by. We want to sort things out for you quickly, so please contact us by:

- a. sending us a message
- b. getting in touch by any of the methods set out at: <http://bit.ly/2S7MoFv>.
- c. writing to us at **Green Network Energy, Po Box 2143, Croydon, CR90 9RZ** and addressing it to the Complaints Department.

**13.3** We will do everything possible to resolve your complaint in accordance with our complaints handling procedure which can be found at <http://bit.ly/2Q3tnRV> or by contacting customer services.

**13.4** It's easy to get independent advice about your energy contract. The Citizens Advice consumer service gives free, confidential and impartial advice. You can get in touch with them for advice at any time during the complaints process.

Visit: [www.citizensadvice.org.uk/energy](http://www.citizensadvice.org.uk/energy) or call the Citizens Advice consumer helpline on 03454 04 05 06 (textphone 18001 03454 04 05 06)

**13.5** The Energy Ombudsman is an independent organisation that offers a free service to help resolve issues between energy suppliers and domestic customers. The Ombudsman will only get involved once you've had our final response (or eight weeks have passed since you complained, and we still haven't fixed things). If a consumer accepts the Energy Ombudsman decision their decision is binding for the supplier. You can find more information in our complaints handling procedure referred to above. The Energy Ombudsman website is <http://bit.ly/2x3EpvE> and phone number is 0330 440 1624.

### 14. Using your personal information

**14.1** You agree that we can use your personal data in accordance with our Privacy Policy, which you can find here <http://bit.ly/2wdmG7Q>.

### 15. Our liability

**15.1** Nothing in this contract excludes our liability for death or personal injury arising out of our negligence, or our liability for fraud or fraudulent misrepresentation, or any liability that we aren't allowed to exclude by law.

**15.2** Our liability (including for negligence and breach of statutory duty) is limited to £10,000 for each unconnected event that we're directly responsible for, or £10,000 in total for any connected series of events that we're directly responsible for, and which has caused you loss or damage.

**15.3** We aren't liable for any loss or damage (including negligence and breach of statutory duty) that we couldn't reasonably have expected would result from breach of this contract at the time you entered it.

**15.4** If we're liable for a loss caused by a gas transporter or electricity distributor, our liability (including for negligence and breach of statutory duty) is limited to the amount we're entitled to recover from them on your behalf.

**15.5** If we're required or entitled to take action under our gas supply license, electricity supply license or any other rules that are binding on us, we won't be in breach of this contract.

### 16. Emergencies and safety

**16.1** If you have an electricity emergency, you must report it to your local electricity distributor – their contact details are here <http://bit.ly/2wL69om>.

You can find further information on our website at: <http://bit.ly/2uHB7kY>.

**16.2** You must not use the supply in any way that endangers people or property, or that could interrupt the energy supply of any other property

**16.3** We can restrict your supply if we think you are using it in a way that is unsafe or if we are required to by any legal or another requirement that is binding on us.

**16.4** In certain circumstances your supply may be interrupted. For example:

- a. to avoid danger to persons or property; or
- b. if it is unlawful to continue your supply; or
- c. if maintenance to the local distribution system(s) is required.



**16.5** We are not responsible for any losses incurred should we need to suspend your supply in an emergency or for safety reasons.

## **17. General conditions**

**17.1** We will fulfil our obligations under the SEG arrangements efficiently and expeditiously.

**17.2** We can transfer any of our rights or obligations under this contract without your permission.

**17.3** You may not transfer your rights or obligations under this contract without our permission.

**17.4** If we need to serve a notice on you in connection with this contract, we will use the postal or email address you have given us most recently.

**17.5** If we post a notice to you in connection with this contract, it will be assumed to have been delivered two working days after it was posted.

**17.6** If we send a notification to you by hand or by email, it will be assumed to have been delivered immediately when it was delivered or sent to the most recent address we have for you (as applicable).

**17.7** These terms and conditions and any documents explicitly referred to in them, are the entire contract between you and us.

**17.8** Nothing in this contract affects our legal rights or powers. Nothing in this contract affects any of your statutory rights that can't be excluded by law.

**17.9** If any part of this contract is void or unenforceable, the rest of the contract will be unaffected.

**17.10** This contract is governed by the laws of England and Wales if your property is in England or Wales, and the laws of Scotland if your property is in Scotland. If there is any dispute between us (including non-contractual disputes or claims), it will be dealt with by the courts of England and Wales if your property is in England or Wales and by the courts of Scotland if your property is in Scotland.

**17.11** Green Network Energy isn't currently a FiT licensee, so we do not currently offer Feed in Tariffs.



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[www.greennetworkenergy.co.uk](http://www.greennetworkenergy.co.uk)  
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