

# Terms and Conditions

## The UW Smart Export Guarantee (SEG) Scheme

**These terms and conditions (the “SEG Tariff Terms”) relate to the UW Smart Export Guarantee (SEG) Scheme for the export of electricity (the “UW SEG Scheme”)**

### 1. Definitions and interpretation

1.1. The following definitions apply:

- **‘You’ or ‘your’** means the customer named in the UW SEG Scheme application.
- **‘Us’ or ‘we’ or ‘our’** means Electricity Plus Supply Limited.
- **‘Additional Service(s)’** has the meaning set out in clause 5.4.
- **‘Agreement’** has the meaning set out in clause 2.2.
- **‘Commencement Date’** has the meaning set out in clause 3.1.
- **‘Generation System’** means the system for generating electricity for export to the National Grid, as specified in your UW SEG Scheme application.
- **‘Import Electricity Supplier’** means the supplier who supplies electricity to the import meter(s) located at the same site as the Generation System.
- **‘MicroCHP’** means micro-combined heat and power.
- **‘MPAN’** means meter point administration number.
- **‘Quarter’** means the three month period starting on 1 January, 1 April, 1 July or 1 October in each year.
- **‘SEG’** means Smart Export Guarantee.
- **‘SEG Payment’** means the sums payable to you by us under this Agreement for export of electricity from the Generation System.
- **‘UW’** means Utility Warehouse Limited and its group companies.

1.2. The headings are inserted for reference only and shall not affect the interpretation of these SEG Tariff Terms.

1.3. References to a particular **clause** or **Section** is to that clause or Section in these SEG Tariff Terms, unless otherwise stated.

1.4. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.5. Where reference is made to any statutory or regulatory provisions, such reference shall include that provision as it may from time to time be modified or re-enacted.

1.6. Any words following the terms **including, include, in particular, for example** or any similar expressions are illustrative and shall not limit the sense of the words preceding those terms.

### 2. The Agreement

2.1. We are a Mandatory SEG Licensee under our electricity supply licence.

- 2.2. These SEG Tariff Terms form part of your agreement with us for the UW SEG Scheme (the “**Agreement**”), which you accept as part of the UW SEG Scheme application process and/or by using the UW SEG Scheme.
- 2.3. Under the UW SEG Scheme, and in accordance with the Agreement, we agree to pay you for electricity exported by the Generation System from the site to the national electricity network. Your Agreement applies only to the Generation System identified in your UW SEG Scheme application.
- 2.4. Utility Warehouse Limited is responsible for the registration, management, billing, payment and administration of the UW SEG Scheme on behalf of Electricity Plus Supply Limited.
- 2.5. The Agreement is governed by the laws of England and Wales for services provided in England and Wales and by the laws of Scotland for services provided in Scotland.
- 2.6. We may transfer our rights and obligations under this Agreement to another company. If we do so, your rights, obligations and liabilities under this Agreement will not be affected.
- 2.7. We fully reserve the right to change the terms of the Agreement, including these SEG Tariff Terms. We will notify you within 14 days if this occurs.
- 2.8. Each party acknowledges and confirms that it does not enter into the Agreement in reliance upon any representation or warranty or other undertaking not fully reflected in the Agreement, save for any fraudulent misrepresentation.

### 3. Commencement date

- 3.1. The commencement date of the Agreement (the “**Commencement Date**”) is set out in the SEG Generator confirmation letter sent to you following you making a successful application to the UW SEG Scheme.
- 3.2. Your Commencement Date is one of the following:
  - If we have installed a new smart meter for you, your Commencement Date and SEG readings begin on the day the smart meter installation has been completed and your export MPAN is registered with us; or
  - If you’ve come to us as a new customer and we have registered either your existing export MPAN as part of the supplier change over or created a new MPAN for you, your Commencement Date and SEG readings begin on the day your MPAN is registered with us.

### 4. Eligibility criteria

- 4.1. To be eligible to participate in the UW SEG Scheme, you confirm that you meet all of the following criteria:
  - Your installation is an eligible technology type, being either: Solar PV panels; a domestic wind turbine; hydro generation; anaerobic digestion; or MicroCHP.
  - The Generation System has an installed capacity of no more than 5MW (or 50kW for MicroCHP systems);
  - The Generation System is accredited by MCS (Microgeneration Certification Scheme) or an equivalent scheme to the MCS (Microgeneration Certification Scheme);
  - The electricity exported by the Generation System is measured by an export capable meter;
  - You are not receiving an export payment from any other energy supplier; and

- You declare that any information you provide to us is complete and accurate.
- 4.2. To participate in the UW SEG Scheme you must have an export meter connected to the Generation System that is compliant with the metering legislation, and capable of measuring export at half-hourly intervals. The meter must have an associated export MPAN and be registered under the Balancing and Settlement Code. If you do not have a compliant export meter, we will arrange to install one free of charge provided we are also your Import Electricity Supplier. If we are not your Import Electricity Supplier, you will need to arrange the installation of a compatible export meter with your Import Electricity Supplier and provide us with the information needed to set up your export supply for the UW SEG Scheme once the installation is completed.
- 4.3. Your export meter should be located in an accessible location and access made available to us or our appointed contractor to take export meter readings.
- 4.4. In certain circumstances, the installation of the Generation System may result in your import electricity meter running backwards or not recording readings accurately for any other reason. You must contact us (or your Import Electricity Supplier if we do not supply your import electricity) immediately if this is the case and we will arrange for a new smart meter. If we suspect this may be happening and contact you about it, you must provide access to allow our engineers to replace the faulty meter. Repeated failure to provide access may result in us suspending all SEG Payments until the situation is resolved.

## 5. Tariff prices and payment

- 5.1. We will make SEG Payments in accordance with the provisions of this Agreement and the requirements of Ofgem (and any future successor organisations that may replace Ofgem), provided that you comply with the eligibility criteria set out in clauses 4 and 5 and have provided us with the necessary meter readings (where applicable).
- 5.2. The tariff rates for the UW SEG Scheme are variable and may change from time to time in accordance with clause 7. Your tariff rate will also vary depending on which other services (if any) UW is providing to you. Our current tariff rates for the UW SEG Scheme are set out on our website at [uw.link/smart-export-guarantee](http://uw.link/smart-export-guarantee).
- 5.3. If your gas and/or electricity supply (excludes export) is with UW and you also have two or more Additional Services with UW, subject to clause 5.5 you will automatically receive our Bundle Tariff (higher) rates. Otherwise you will receive our Standard Tariff rates.
- 5.4. **“Additional Services”** are broadband, mobile and insurance, subject to the following exclusions:
  - For insurance, we mean Home Insurance or Boiler & Home Cover. For eligible legacy customers, Income Protector is also included as Insurance. If you have multiple insurance services these will only be counted as one Additional Service;
  - For Mobile, two or more Essential and/or Unlimited+ SIMs will count as two Additional Services, two or more legacy SIMs (including but not limited to Value and Unlimited) or a mixture of one Essential/Unlimited+ and one or more legacy SIMs will count as one Additional Service. For example, if you have one Essential SIM and one Value SIM or two Value SIMs this will count as one Additional Service. If you have three Unlimited+ SIMs this will count as two Additional Services;
  - Internet Phone, dial-up internet, the FreeCall app, CallMe(0800), ValuePay Mobile and our MobileXtra tariff are excluded. For the avoidance of doubt, Mobile Broadband is treated as a mobile service (not a broadband service) and goods are not included as Additional Services (i.e. handsets, routers); and

- Bill Protector and Cashback Card is excluded.
- 5.5. The Bundle Tariff is only available to customers who meet the following eligibility criteria:
- Your gas and/or electricity supply must be supplied by UW and supplied on a credit meter.
  - Your gas and/or electricity supply and your two or more Additional Services must be live on your account at the time your payment statement is processed;
  - Your gas and/or electricity supply and your Additional Services must be supplied at the same property and be on the same UW account as the UW SEG Scheme. If you have two properties on the same UW account, provided the account billing address matches one of the property addresses, we'll allocate the services on the account to the properties based on the supply address we have recorded on the account, or at our sole discretion for services without a supply address. Depending on the number and type of services, and how they are allocated to each property, provided you meet the eligibility criteria you may still be eligible for the Bundle Tariff.
  - For new customers that are eligible for the Bundle Tariff, the Bundle Tariff will automatically be applied to your account from the date you sign up. In the event your gas and/or electricity supply and the required Additional Services have not become live with us within 42 days of the date you sign up to UW, you will immediately cease to be eligible for the Bundle Tariff (until such time as you have the requisite live services with us), and we reserve the right to reclaim any benefits of the Bundle Tariff provided to you.
- 5.6. If you aren't eligible for our Bundle Tariff (because your gas or electricity supply is provided by someone else or you do not have enough Additional Services) and you later become eligible (because you switch your gas or electricity supply to UW, or add new Additional Service(s)), we'll automatically move you onto the Bundle Tariff from the 1st day of the month in which you became eligible.
- 5.7. If you are benefiting from our Bundle Tariff and cease to be eligible (for example by cancelling a UW service, or if a UW service you applied for fails to become live with us within 42 days), we will automatically move you onto our Standard Tariff. This change will take effect from the 1st day of the month following the date on which you ceased to be eligible for the Bundle Tariff.
- 5.8. Upon receipt of valid export meter readings, whether manually submitted or gathered automatically through a smart meter, we shall pay to you a sum for the amount of electricity exported by the Generation System, calculated in accordance with your export tariff unit rate at the time of the export. Your SEG Payments will be based on the readings from your export meter.
- 5.9. Your first payment may include accrued amounts from the Commencement Date. SEG Payments shall be either paid to you by direct bank transfer, or such other payment method that we may offer to you (i.e. paid directly into your UW account).
- 5.10. If we overpay you, we may recover the overpayment from you (this may be by deduction from your next SEG Payment if applicable). All payments to us in respect of the UW SEG Scheme must be made to Utility Warehouse Limited, and by entering into the Agreement you accept that Utility Warehouse Limited is entitled to pursue any unpaid debts pursuant to the assignment in clause 14.2 below.
- 5.11. We reserve the right to reduce, withhold or recoup SEG Payments if it has been identified that an error has occurred, including but not limited to metering and billing errors, by you, by us or if an abuse of the UW SEG Scheme has been identified.

- 5.12. If you dispute a payment statement, please contact us immediately and we will work with you to resolve the issue.
- 5.13. Please note that there are some situations in which we are not obliged to make SEG Payments. These include:
- Any grid-stored electricity (also known as ‘brown electricity’ because it’s not from a low-carbon, ‘green’ generation source);
  - Electricity generated by non-eligible generators, including standby generators, batteries and other technologies not supported by SEG; and
  - Any exported electricity from installed additional capacity, where the combined total installed capacity (TIC) exceeds 5MW (or 50kW for MicroCHP systems).
- 5.14. Where electricity is produced in any of the scenarios in clause 5.13, we can decide whether we would like to purchase all of the electricity exported, none of the electricity exported, or make metering arrangements that allow for the deduction of the ineligible electricity exported.

## **6. Value-added tax**

- 6.1. If you aren’t VAT registered, all SEG Payments will be exclusive of VAT.
- 6.2. If you are registered for VAT:
- You agree to sign a self-billing agreement form that lets us (if we agree to) produce self-billed invoices for your SEG Payments. This means you agree not to issue any VAT or other invoices to us for SEG Payments due under the UW SEG scheme.
  - You must give us your VAT registration number and agree to tell us immediately if your VAT number changes or if you stop being VAT registered.
  - When you accept self-billing, we will calculate the VAT and give you a compliant self-billing invoice, which you will need to complete your VAT return. You are then responsible for declaring and paying the VAT shown on the self-billing invoice to HMRC on the due dates. We won’t be held responsible for you not declaring the VAT shown on the self-billed invoice as your output tax at the correct time.
- 6.3. You agree to tell us immediately if you transfer your business as a going concern - in whole or in part.

## **7. Changes to tariffs**

- 7.1. Your export tariff unit rate is subject to periodic review by us. Your export tariff unit rate may be altered (either increased or decreased) and our right to change the unit rate is expressly reserved. If this happens, we will inform you of any changes in your next payment statement.

## **8. Changes to your Generation System**

- 8.1. You must notify us as soon as possible if you change the Generation System in any way, as this may affect your export tariff unit rate. We reserve the right to withhold, reduce or recoup payments if the change to the Generation System impacts your export tariff unit rate. The Agreement will then terminate and you would need to make a new application to the UW SEG Scheme.

## 9. Ending the Agreement

- 9.1. You may terminate the Agreement upon written notice. If you have terminated the Agreement to switch to another supplier, the date upon which the Agreement shall terminate will be the date we agree with the new supplier. The Agreement will automatically end if:
- You fail at any time to comply with the eligibility criteria set out in clause 4;
  - You transfer ownership of the Generation System;
  - Either party commits a material breach of the Agreement.
- 9.2. Upon termination of the Agreement, however it may arise, you may provide us with meter readings from your export meter. Upon receipt of your meter readings, we shall pay you for the amount of electricity you have exported back on to the national electricity network in accordance with the Agreement.

## 10. Meter readings

- 10.1. Where possible, we will retrieve your export readings automatically. However, where this is not possible, you agree to provide us with the export meter readings at least every three months from the Commencement Date. In order to receive a SEG Payment We require at least one meter reading from your export meter within each Quarter during the term of the Agreement. If you fail to do this, we will be under no obligation to make a SEG Payment to you. Your meter readings must be accurate and reflect the value shown on the appropriate meter from the point at which they are due.
- 10.2. We will treat data relating to the amount of energy you have generated in accordance with our [Privacy Notice](#) and [Guide to Smart Meter Readings](#).

## 11. Access to Your property

- 11.1. You must allow us or any person authorised by us, access to your premises to carry out services and collect meter readings. We reserve the right to check the Generation System and meter(s) to ensure a match to the details provided by you. If we find the information you have provided to be incorrect, this Agreement may be void.

## 12. Data protection

- 12.1. We look after any information which could identify you (“**personal information**” or “**personal data**”) carefully and strictly in compliance with all UK data protection laws. For full details of how we use your personal information, please see the Privacy Notice available on our website at [www.uw.co.uk/legal/privacy-customer](http://www.uw.co.uk/legal/privacy-customer).
- 12.2. We shall also pass information about you and the Generation System to the regulatory authority or government and industry bodies who may use it for the purpose of administering, reporting and auditing the UW SEG Scheme or in order to comply with any accreditation process and such other information as requested by regulatory authority or government and industry bodies in relation to the UW SEG Scheme.
- 12.3. We, or one of our UW Partners, may contact you in future to give you information about any of our services or benefits which we believe may save you money or otherwise be of interest to you, unless you have informed us that you prefer not to receive this information.
- 12.4. If you would like to exercise any of your rights in relation to your personal information, such as accessing, correcting, erasing, transferring or objecting to the use of your personal information, please write to us at [privacy@uw.co.uk](mailto:privacy@uw.co.uk). You are able to exercise your rights free of charge, however

if you make unfounded, repetitive or excessive requests, we may charge a fee or refuse to carry out your requests.

- 12.5. If you telephone us, or if we telephone you, the call may be monitored or recorded for training, quality and monitoring and security purposes.

### **13. Verification checks**

- 13.1. New customers may be subject to checks, including Land Registry and/or verification checks. For full details of how we use your personal information, please see the Privacy Notice available on our website at [www.uw.co.uk/legal/privacy-customer](http://www.uw.co.uk/legal/privacy-customer).

### **14. Liability**

- 14.1. You must pay any reasonable costs and expenses that arise if we have to take action because you break the terms of the Agreement. We will not be liable to you for anything other than SEG Payments which are properly due in accordance with the terms and conditions of the Agreement. In no circumstances shall we be liable to you for any loss of profits, loss of sale or business, loss of anticipated savings, and/or any indirect or consequential loss. Nothing in the Agreement seeks to limit or exclude any liability which cannot be limited by law (for example death or personal injury by our negligence). The Agreement does not affect your statutory legal rights.
- 14.2. You agree and acknowledge that any unpaid sums due to us under this Agreement may be assigned by us to Utility Warehouse Limited, and that Utility Warehouse Limited and/or its subsidiaries and/or its agents for this purpose have the right to pursue such unpaid debts which have been assigned, whether through legal action or otherwise. You further agree and acknowledge that a signed letter from us confirming that any unpaid sums have been assigned to Utility Warehouse Limited shall be conclusive proof that such assignment has taken place.

### **15. Moving home**

- 15.1. You must notify us as soon as possible if you transfer ownership of the Generation System. We are only obliged to pay the legal owner of the Generation System. It is your responsibility to agree ownership of the Generation System and consequently SEG Payments as part of any house move. If you move home and still wish to receive the SEG Payment, it is your responsibility to ensure that meter readings are submitted where required to continue receiving SEG Payments.

### **16. General**

- 16.1. We will not impose any obligations, additional or otherwise, on you that are more onerous than those that are necessary to enable us to meet our obligations under the UW SEG Scheme.

### **17. Resolving complaints**

- 17.1. If you are not satisfied with any part of your service, please email [energy@uw.co.uk](mailto:energy@uw.co.uk) or call us on 0333 777 0777. We will assess your complaint and do all we reasonably can to resolve the situation to your satisfaction.
- 17.2. If you are still not happy please see our website at [uw.link/complaints](http://uw.link/complaints) for our full complaints handling procedures.
- 17.3. You can find the most up-to-date version of the SEG Tariff Terms on our website at [uw.link/smart-export-guarantee](http://uw.link/smart-export-guarantee).