

**ecotricity**

# Microtricity terms and conditions

February 2023



**Clauses**

**Page**

1.	Do these terms and conditions apply to you? .....	3
2.	If something goes wrong .....	3
3.	The Contract .....	3
4.	Your obligations to us .....	4
5.	Applying to Register for FIT Payments from Microtricity .....	4
6.	Changes to your Eligibility .....	4
7.	FIT Payments.....	5
8.	Tariffs.....	6
9.	Meters, Meter Readings and access to the Premises.....	6
10.	Off-grid Generation.....	7
11.	Opting Out.....	7
12.	Generation Units funded by way of a public grant.....	7
13.	Moving on .....	7
14.	Ending the Contract.....	8
15.	Data Protection .....	8
16.	Our liability to each other.....	9
17.	Other Terms.....	9
	Glossary.....	10

This is the legal agreement between us and our Microtricity customers. It's also a great place to find out everything you need to know about becoming a Microtricity customer, like how to register, metering, tariff prices and plenty more.

We've tried to make this document as easy to read as possible, but if you do have any questions, just get in touch using the details below. We've included a glossary at the end, which gives you definitions of some of the terms used throughout. Any capitalised word – 'Contract', for example – will be defined at the end.

If you need to speak to someone, simply call **0345 555 7 600** or [email us](#).

## 1. Do these terms and conditions apply to you?

- a. If you have a Generation Unit and have applied to be registered to receive the Feed-in Tariff from ECOTRICITY LIMITED (trading as 'Microtricity'), these terms and conditions apply to you.

### If you're an individual

- b. b. If you have a domestic Associated Supply, this Contract applies as well as our Domestic Supply Terms. If there's any conflict between this Contract and our Domestic Supply Terms, the Domestic Supply Terms will always take precedence to ensure that our domestic customers are treated the same.

### If you're a business or community organisation

- c. c. If you have a business Associated Supply this Contract applies as well as our Business Supply Terms. If there's any conflict between this Contract and our Business Supply Terms, the Business Supply Terms will always take precedence to ensure that our business customers are treated the same.

## 2. If something goes wrong

We hope you'll never need to, but if you'd like to make a complaint you can call us on **0345 555 7 600** or visit [ecotricity.co.uk/support/complaints](http://ecotricity.co.uk/support/complaints) where you can also see our complaints procedure. We have a duty to follow this procedure in relation to complaints about our obligations to you and under the Feed-in Tariff. If you have an Associated Supply, you can also find details on the back of your bill. Under our Supply Licence we're obliged to meet guaranteed standards relating to metering and customer enquiries. For more details please visit [ecotricity.co.uk/standards-of-service](http://ecotricity.co.uk/standards-of-service).

For free impartial advice you can call the Citizens Advice consumer service on **0808 223 1133** or visit [citizensadvice.org.uk/energy](http://citizensadvice.org.uk/energy).

If you're in Scotland, you can contact Advice Direct Scotland on **0808 196 8660** or visit [www.energyadvice.scot](http://www.energyadvice.scot).

If you are still not satisfied you can contact the

Ombudsman Service on **0330 440 1624** or visit [ombudsman-services.org/energy](http://ombudsman-services.org/energy).

## 3. The Contract

- a. These terms and conditions, together with your FIT Schedule, and any documents referred to, create a legally binding contract (the 'Contract') between you and us, Microtricity.

### Eligibility

- b. You confirm that you're Eligible for the Feed-in Tariff from Microtricity because:
- you own the Generation Unit, or the right to receive FIT Payments in respect of the Generation Unit has been validly transferred to you;
  - the Generation Unit has an installed capacity of no more than 5MW (or 2KW for micro CHP systems);
  - the Generation Unit is MCS or ROO-FIT accredited and has been entered on the Central FIT Register;
  - we are recorded on the Central FIT Register as your FIT Licensee;
  - the electricity produced by the Generation Unit is measured by an Approved Generation Meter and, where relevant the electricity exported is measured by an Approved Export Meter.
  - you don't receive FIT Payments from anyone else for the Generation Unit (or you won't receive FIT Payments from anyone else once you switch to us);
  - you're not registered for, nor are you receiving, Renewable Obligation Certificates for the Generation Unit;
  - the installation of your Generation Unit was not financially subsidised by a non-permitted public grant, or you have informed us if you have received any grants in relation to your Generation Unit and acknowledge that you may be required to repay such grants if requested by Ofgem, in order to join and continue with the Feed in Tariff;

- ix. your Generating Unit does not contain generating equipment that has previously been accredited under the Feed in Tariff Scheme; and
  - x. your Generating Unit does not sell electricity through the Non Fossil Fuel Obligation or Scottish Renewables Obligation.
- the frequency of your FIT Payments;
  - any other term that may reasonably be considered to significantly affect the evaluation by you of the arrangement under which FIT Payments shall be made by us to you; and
  - any other information that Ofgem requires us to provide to you.

#### **Grid Connection Arrangements**

- c. If your Generation Unit is connected to the grid to allow for Exported Electricity, you must ensure that you have obtained any permission that is needed from the local distribution network operator (the DNO). You must comply with any requirements relating to ongoing use of the grid connection. You agree that you will provide us with evidence confirming the connection arrangements if we request it.

#### **4. Your obligations to us**

- a. You acknowledge that you must provide us and/or Ofgem with such information, declarations and evidence as we require in order to administer the FIT scheme in a timely manner. Failure to provide information that we request, or the provision of false or inaccurate information, may affect your eligibility for FIT Payments.
- b. You consent to us processing your personal data in accordance with these terms and conditions in order to administer the FIT scheme.

#### **5. Applying to Register for FIT Payments from Microtricity**

- a. Once we receive your completed Microtricity Application Form, we'll verify the information you've provided, and let you know within 10 working days whether we can accept your request. We will then seek to register your Generation Unit on the Central FIT Register.
- b. Once your Generation Unit has been successfully registered on the Central FIT Register, or your switch has been completed, we'll provide you with your FIT Schedule, which will confirm:
  - details of your Generation Unit;
  - details of your Approved Generation Meter and/or Approved Export Meter;
  - the Confirmation Date;
  - the Eligibility and the Tariff Date;
  - the Eligibility End Date;
  - your Tariff Code
  - the Generation Tariff;
  - the Export Tariff;

- c. Subject to the terms of this Contract and the Feed-in Tariff, you'll be entitled to receive FIT Payments from the Eligibility Date to the Eligibility End Date (unless you switch away from us or the Contract is terminated before the Eligibility End Date, in which case your entitlement to FIT Payments from us shall cease on the date of your switch or the termination).
- d. You're required to return a signed copy of the FIT Schedule to us within 10 working days of receipt in which you'll declare that the information that you've provided to us is complete and accurate. This Contract starts on the date that we receive your signed FIT Schedule. We will confirm back to you that we have received it. Ofgem won't allow us to make FIT Payments to you until we've received the signed FIT Schedule.

#### **6. Changes to your Eligibility**

- a. You agree, on our request, to repeat your declaration that the information you've provided is complete, accurate and that you're still Eligible to receive FIT Payments.
- b. If there's a change to your circumstances or any of the information you've provided us with about yourself, the Premises, the Generation Unit (including any Extension to or Reduction in the capacity of the Generation Unit) or the Approved Generation Meter, you must let us know in writing within 10 working days. These changes may affect your Eligibility to receive FIT Payments or the amount you're entitled to receive.
- c. If you Decommission the Generation Unit you will cease to be Eligible to receive FIT Payments. You must let us know within 10 working days of Decommissioning the Generation Unit.
- d. If any part of the capacity of your Generation Unit is rewired to connect to the Distribution Network through a different MPAN than the one originally allocated to the Generation Unit, you must let us know in writing within 10 working days. This will affect your Eligibility to receive FIT Payments or the amount you're entitled to receive.
- e. If any repair work is carried out to the Generation Unit, you must let us know in

writing within 10 working days.

- f. When you tell us about a change, we may need to update the Central FIT Register. Once Ofgem have confirmed that they have accepted the amendments to the Central FIT Register, we'll send you a new FIT Schedule. You agree to confirm to us that you've received the FIT Schedule within 10 working days by email or post. Any changes to your FIT Payments will take effect on the date that Ofgem accepted the amendments to the Central FIT Register
- g. If you don't inform us of a change as set out in this Clause 5, and this change is later discovered, we're required under the terms of the Feed-in Tariff to inform Ofgem. We'll consult with Ofgem on your behalf, but Ofgem will decide what action, if any, is to be taken. Ofgem may require us to recover, reduce or suspend your FIT Payments.
- h. If you install an electricity storage system (e.g. battery storage), you must notify us within 10 working days as this may affect your Eligibility.

## **7. FIT Payments**

- a. FIT Payments are made by reference to the Central FIT Register. As long as you're Eligible, and remain Eligible, we'll make FIT Payments in accordance with the provisions of this Contract, the Feed-in Tariff and any additional Ofgem requirements. We won't make FIT Payments during any period when you're not Eligible.
- b. When you provide us with a Meter Reading, which we're able to Validate, we'll send you a FIT Payment each quarter until the Eligibility End Date, unless this Contract is terminated earlier in accordance with Clause 13 below.
- c. If you dispute the amount of a FIT Payment, please contact us immediately and we'll work with you to resolve any discrepancy.
- d. We'll endeavour to send your FIT Payment within 7 calendar days of our receipt of your FIT Payment from Ofgem – as long as you've provided us with a Meter Reading that we've been able to Validate. Time for payment shall not be a condition of this Contract.
- e. We'll send you a payment statement for each quarterly FIT Payment. Please ensure you check your statement and contact us within five days of receipt if you believe there are any discrepancies.
- f. If Ofgem suspend or remove you from the Central FIT Register, we must suspend your FIT Payments until Ofgem confirm we can resume making them to you. Where Ofgem instruct us to, we must resume FIT Payments at a reduced rate.
- g. FIT Payments shall be paid to you in accordance with your VAT status:
  - i. If you're not VAT registered, we will make the FIT Payment to you by BACS or other payment method that we have agreed with you.
  - ii. If you're VAT registered, FIT Payments can only be made to you via BACs and cannot be made through a credit to your Associated Supply or any other method. If you haven't chosen Self-Billing, you agree to promptly invoice us for this sum. As long as the invoice you provide is valid for VAT, we will endeavour to make the FIT Payment to you within 7 calendar days of our receipt of your FIT Payment from Ofgem. If you are VAT registered and have registered for Self-Billing, we will produce your invoice and endeavour to make the FIT Payment to you within 7 calendar days of our receipt of your FIT Payment from Ofgem. Time for payment shall not be a condition of this Contract.
- h. You shall be solely responsible for the payment of any and all taxes due in respect of any FIT Payments made to you.
- i. At all times we reserve the right to reduce, recover or withhold a FIT Payment for any reason, including error, abuse or where Ofgem direct us to do so. Where an error is discovered we'll take reasonable steps to correct this error at the earliest opportunity. In the event we suspect or discover abuse, we're required to report it to Ofgem immediately and suspend your account. Ofgem will then tell us what measures they require us to take.
- j. In the event of an overpayment of FIT Payments, you'll be required to make a repayment which we will in turn account for to Ofgem. Repayments must be made within 14 days of a request from us for payment. If a FIT Payment repayment is not received in full, or where you instruct us to do so and we agree, we may withhold or reduce FIT Payments until the account deficit has been cleared.
- k. In the event of an underpayment of FIT Payments, we'll adjust future FIT Payments in a timely manner. The timing of the adjustment is not a condition of the Contract and adjustments may be made across several FIT years, but all adjustments will be completed by the final payment following the Eligibility End Date.
- l. You're required to keep a record of all FIT Payments received for at least one year (or such other period as is required by law).

## 8. Tariffs

### Generation Tariff

- a. The Generation Tariff is set by the Secretary of State who may change it from time to time. If this happens we'll inform you when we make your next FIT Payment. All subsequent FIT Payments will be adjusted accordingly.

### Export Tariff

- b. The Export Tariff is set by the Secretary of State who may change it from time to time. If this happens we'll inform you when we make your next FIT Payment. All subsequent FIT Payments will be adjusted accordingly.
- c. Where your Exported Electricity is Deemed, we'll calculate your Exported Electricity at the Deemed rates set by the Secretary of State. The current Deemed rates are:
  - i. 50% of the Exported Electricity (in kWh) recorded by the Approved Generation Meter in a given period where the Generation Unit uses photovoltaic technology, wind or anaerobic digestion; or
  - ii. 75% of the kWh Exported Electricity (in kWh) recorded by the Approved Generation Meter in a given period where the Generation Unit is a hydro generating station.

## 9. Meters, Meter Readings and access to the Premises

- a. If the installation capacity of your Generation Unit exceeds 30kW, and is connected to the Distribution Network, then it's your responsibility to ensure that an Approved Export Meter is installed to measure the amount of Exported Electricity. If there is no Approved Export Meter installed, you won't be entitled to receive an Export Payment.
- b. If the installation capacity of your Generation Unit is 30kW or less, and it's connected to the Distribution Network, but you don't have an Approved Export Meter, then the amount of Exported Electricity will be Deemed and calculated in accordance with Clause 7(c) above. If you have an Approved Export Meter, you will receive Export Payments based readings from that meter and cannot opt for Deemed Export.
- c. If you install an Approved Export Meter or your Exported Electricity ceases to be Deemed for any reason, you agree to inform us immediately.
- d. Your Approved Generation Meter, and any Approved Export Meter, must be installed

on the Premises somewhere that can be accessed safely by our agents at all times. Safe access will generally require:

- i. that the Meter is in a location and a position that means it can easily be accessed and read by a meter reader without the use of equipment such as tools, a ladder or a torch; and
  - ii. that your installer has installed the relevant meter in line with industry guidance relating to accessibility issues, such as guidance produced by the MCS.
- e. You own and remain responsible for your Approved Generation Meter, and must maintain it at your expense. Ownership of your Approved Export Meter will depend on the type of meter installed. If your Approved Export Meter is not a Smart Meter, you should check with your energy supplier whether you own and are responsible for it.
  - f. You agree to provide us with accurate Meter Readings on the Eligibility Date and the Eligibility End Date, and at our reasonable request at any time between the Eligibility Date and the Eligibility End Date, unless this Contract is terminated earlier.
  - g. Every three (3) months, we'll notify you that we require you to provide a Meter Reading. In this notification, we'll specify how to provide the Meter Reading to us and the Meter Reading Cut Off Date.
  - h. If you don't provide a Meter Reading by the Meter Reading Cut Off Date, or we can't Validate the Meter Reading that you have provided, we'll be unable to pay you any FIT Payment promptly. Any FIT Payment due will be made in the next quarterly cycle in which we receive a Meter Reading that we are able to Validate. No interest shall be payable on this accrued amount.
  - i. You're required to retain a record of any Meter Readings that you have provided to us for at least one year.
  - j. When we ask you to, you will provide a Photograph of, or allow us or our agents safe access to the Approved Generation Meter and any Approved Export Meter on the Premises. You'll provide a Photograph or allow our agents access to read the Approved Generation Meter and any Approved Export Meter no less than once every two years from the start date of this Contract until the Eligibility End Date, or earlier termination of this Contract. Our agents will send us your Meter Readings to Validate. If our agents are unable to access the Approved Generation



Meter and any Approved Export Meter for any reason or if you cannot provide a Photograph of the meter/s, we may place your account under investigation and your FIT Payments will be suspended until our agents are able to obtain access and send us a Meter Reading to Validate.

- k. At all times we reserve the right to reduce, recover or suspend a FIT Payment for any reason where we consider that the Meter Readings you've provided are not accurate. We may recover, reduce or suspend your FIT Payments including if we're instructed to do so by Ofgem.
- l. In some circumstances the installation of a Generation Unit may cause your Import Meter to register your Associated Supply electricity consumption incorrectly. You agree to notify us immediately if you receive an Associated Supply and your Import Meter is, or appears to be, running backwards or is in any way recording your usage incorrectly. You agree to allow our agents safe access to the Import Meter, and we reserve the right to pass through to you the reasonable costs of, inspecting, repairing or replacing your Import Meter in accordance with our Domestic Supply Terms.
- m. If you have an Approved Export Meter you confirm that we can switch any associated export MPAN to Ecotricity if you are opting into Export Payments through us.

## 10. Off-grid Generation

- a. If your Generation Unit is Off-Grid you will not be entitled to receive any Export Payments, including in respect of any electricity generated by your Generation Unit, but not used by you.

## 11. Opting Out

- a. You can choose to opt out of receiving Export Payments for any Exported Electricity. You understand this means that you'll be able to receive payment outside of the Feed-in Tariff scheme for Exported Electricity, but you won't be Eligible to also receive Export Payments.
- b. If you initially opt in to receive Export Payments from us, you'll be unable to opt out and sell Exported Electricity on the open market, and vice versa, until at least the first anniversary of your participation in the Feed-in Tariff scheme. After that date, you shall be permitted to change your selection to opt in or out to receive Export Payments, but cannot do so more than once every 12 months.
- c. If you wish to opt out of receiving Export Payments, you must give us 10 working days'

written notice.

- d. In any event, you must inform us as soon as you receive payment from any other party for Exported Electricity.
- e. You can choose to opt out of the Feed-in Tariff entirely. You understand this means that you won't be Eligible to receive FIT Payments.
- f. If you wish to opt out of the Feed-in Tariff scheme, you must give us 10 working days' notice in writing, confirming your intention to opt out of the Feed in Tariff scheme entirely. This will terminate your Contract, and you will not be Eligible to receive FIT Payments in respect of any electricity generated or exported from the date of termination. Once given, notice of your intention to opt out of the Feed-In Tariff scheme cannot be rescinded or reversed.
- g. Your opt out will take effect and your Contract will terminate after the 10 working days' notice period has expired.

## 12. Our liability to each other

- a. If your Generation Unit was funded by a public grant, you confirm that you're entitled to receive FIT Payments because you've repaid the grant, or you are relying on a Permitted Exemption.
- b. If your Off-Grid Generation Unit was funded by a public grant, and you're relying on the De Minimis Exemption, you confirm that your Generation Unit is not an undertaking by virtue of carrying on any other economic activity, and that you do not sell any of the electricity that it generates.

## 13. Moving on

- a. We're only obliged to pay FIT Payments to the person named on the Central FIT Register or their Nominated Recipient. At all times, it's your responsibility to make us aware of any changes to the ownership of the Generation Unit and/or entitlement to FIT Payments as soon as possible.

### Change of Ownership

- b. You agree to give us at least 14 days' notice of any intended change of ownership of the Premises or the Generation Unit. You can give us notice by calling us on 0345 555 7600, emailing [microtricity@ecotricity.co.uk](mailto:microtricity@ecotricity.co.uk), or by writing to us at Freepost ECOTRICITY (FAO Microtricity). If you don't provide notice, it could mean that any FIT Payments to the new owner are delayed. We won't be responsible to you or the new owner for any delay caused by failure to submit notice in accordance with this Clause 13(b).

- c. We'll write to you to confirm the change of ownership and update the Central FIT Register. Once Ofgem have confirmed that they've accepted the amendments to the Central FIT Register, we'll confirm details of the changes to you and send a FIT Schedule to the new owner of the Generation Unit. Any changes will take effect on the date that you tell us the ownership of the Generation Unit changed.
- d. You agree that you're responsible for providing us with an accurate Meter Reading on the date that the ownership of the Generation Unit changes.

### **Moving House**

- e. It's your responsibility to agree ownership of the Generation Unit when you leave the Premises. If the ownership of the Generation Unit changes then you agree to inform us in accordance with Clauses 13(b) to 13(d) above.
- f. If you leave the Premises but will still be entitled to receive the FIT Payments, you agree that you're responsible for providing us with any information required to update the Central FIT Register and Meter Readings when we request them, in accordance with Clauses 9(f) and 9(g) above. It's your responsibility to ensure that the new occupants of the Premises adhere to the requirements in Clause 9(j).

### **Nominating someone else to receive the FIT Payments**

- g. If you wish to nominate someone other than yourself (the Nominated Recipient) to receive FIT Payments, you agree to give us 14 days' notice of the intended assignment. We'll send you our standard Nominated Recipient Request Form for your completion and return.
- h. On receipt of the completed Nominated Recipient Request Form, we'll update the Central FIT Register. Once Ofgem have confirmed that they've accepted the amendments to the Central FIT Register, we'll write to you to confirm the assignment of rights.
- i. It is your responsibility to provide us with an accurate Meter Reading on the date that you wish the Nominated Recipient to start receiving FIT Payments.
- j. You agree that you'll continue to remain responsible for providing us with Meter Readings when we ask for them in accordance with Clauses 9(f), 9(g) and 9(j) above.

### **Switching Away**

- k. If you no longer wish to receive your FIT Payments through Microtricity, you can switch to a different FIT Licensee at any time. To do this, you'll need to contact the FIT Licensee you wish to switch to. They'll inform us that you're moving. It's their responsibility to update the Central FIT Register.
- l. You must inform us in writing of your wish to switch to another FIT Licensee and provide us with details of the FIT Licensee to whom you wish to switch to.
- m. This Contract will end on the date that your new FIT Licensee completes the switch on the Central FIT Register.
- n. We have a duty to comply with the switching procedure.

### **14. Ending the Contract**

- a. We may end this Contract if:
  - i. we cease to be a FIT Licensee for whatever reason (provided that we give you at least six weeks' notice in writing);
  - ii. Ofgem advise us that you've been removed from the Central FIT Register; or
  - iii. Ofgem, or any other competent authority, withdraw the Feed-in Tariff.

### **15. Data Protection**

- a. This section explains how we may use your personal information.
- b. We, our Group Companies, our agents and Ofgem may use your personal information to do the following:
  - i. obtain your details or other relevant information from other suppliers, Ofgem, BEIS, or other industry standard companies;
  - ii. provide your details or other relevant information to other suppliers, Ofgem or other industry standard companies;
  - iii. for the purpose of administering, reporting and auditing the Feed-in Tariff by us, our nominated auditors and/or Ofgem;
  - iv. verify your identity when you make enquiries of us by phone, email or letter. Calls may be monitored to make sure that we're meeting our legal and regulatory requirements and for staff training;
  - v. help us set up and administer your accounts for services and products that we or our Group Companies provide you



- with now or in the future;
  - vi. contact you where you have consented (including by email, phone, SMS or other forms of electronic communication) with up to date information on products and special offers from us and our Group Companies or affiliates;
  - vii. market and statistical analysis;
  - viii. demonstrating and testing computer systems;
  - ix. help detect debt, fraud and loss;
  - x. enable us to protect your health and safety, or the health and safety of anybody who occupies the Premises; and
  - xi. contact you by any method (including through a Smart Meter, using electronic communication, SMS, or telephone) in relation to this Contract and our fulfilment of our obligations under it.
- c. If we're contacting you with details of products and/or special offers we will, as far as possible, do so in line with any marketing preferences that you have provided to us. You can ask us not to send further details of products and/or special offers at any time by contacting us and giving us your account details
- d. Where you have already given us permission, we may share your information with third parties including:
- i. joint account holders;
  - ii. a joint bank account holder named on a FIT Payment instruction; and
  - iii. any other third party that you have authorised us to speak to.
- e. If you'd like to see a copy of the information that we hold about you, or have a complaint about the way we have processed your personal data, please write to:

The Data Protection Officer, Lion House, Rowcroft, Stroud, Gloucestershire GL5 3BY

- f. For the purposes of administering your account, we may send information to companies based outside of the UK or European Economic Area (EEA). If we do, we will ensure that adequate protection is in place to ensure that your information is processed in accordance with this Clause 15.

## 16. Our liability to each other

- a. If you breach this Contract, you must pay any costs that we incur as a result.
- b. We shall not be liable for any losses, damages, costs, charges or expenses incurred by you

due to any of the following being incorrectly completed by you, or being lost/delayed in the post:

- i. Microtricity Application Form;
  - ii. notice of transfer of ownership;
  - iii. Nominated Recipient Request Form; or
  - iv. any Meter Readings or Photographs.
- c. Nothing in this Contract limits or excludes your or our liability for death or personal injury caused by you or our negligence.

## 17. Other Terms

- a. We won't impose any obligations on you over and above those necessary to meet our obligations under the Feed in Tariff.
- b. We may transfer our rights and obligations under this Contract to another company, including a Group Company, and we will tell you as soon as we can if we do so. If we do so, your obligations and liabilities under this Contract won't be affected. We may also subcontract anything we have agreed under this Contract, but we will remain responsible for anything carried out by our subcontractors.
- c. If a court finds that any part of this Contract is not valid, the rest of the Contract will not be affected.
- d. If, at any time, we do not enforce any part of this Contract, it won't stop us from doing so in the future.
- e. You and we do not intend that any part of this Contract should be enforceable by any person who is not a party to it and agree to exclude the provisions of the Contract (Rights of Third Parties) Act 1999.
- f. Your statutory rights are not affected by this Contract.
- g. This Contract is made under the laws of England for generation in England, under the laws of Wales for generation in Wales, and under the laws of Scotland for generation in Scotland.
- h. As an Ofgem licensed FIT Licensee and electricity supplier, we have a duty not to discriminate without objective justification between those of our Associated Supply customers for whom we administer the Feed-in Tariff, and our other Associated Supply customers in relation to pricing our electricity supply or other charges.
- i. We have a duty to fulfil our obligations under the Feed-in Tariff scheme quickly and efficiently.

## Glossary

**Approved Export Meter** – means a meter (including any smart meter) which measures the quantity of Exported Electricity, and which complies with Schedule 7 of the Electricity Act 1989 or any subsequent or equivalent meter legislation.

**Approved Generation Meter** – means a meter (including smart meters) owned by you which measures the quantity of electricity being generated by the Generation Unit, and which complies with Schedule 7 of the Electricity Act 1989 or any subsequent or equivalent meter legislation.

**Associated Supply** - a Supply from ECOTRICITY LIMITED

**BACS** – a payment made using the Bankers' Automated Clearing Service.

**Business Supply Terms** – means the terms and conditions on which we Supply you as a business supply customer.

**Central FIT Register** – the register maintained and kept by Ofgem for the purpose of recording details of all Generation Units, accredited FIT installations and any other matters relating to the Feed-in Tariff.

**CHP** – means a Combined Heat and Power unit.

**Confirmation Date** – the date that the Generation Unit is entered onto the Central FIT Register.

**Contract** – the agreement between us in respect of FIT Payments, comprising your FIT Schedule, these terms and conditions and any documents referred to in these terms.

**Decommission / Decommissioning** – means permanently removing or disabling the Generation Unit, such that it no longer generates electricity.

**Deemed** – occurs where you export electricity from your Generation Unit to the Distribution Network, but do not have an Approved Export Meter.

**De Minimis Exemption** – means that the total value of public financial assistance you have received in respect of the Generation Unit (grants + maximum expected FIT Payments) does not exceed the de minimis level of support of €200,000 over a 3-year fiscal period. The De Minimis Exemption only applies to Generation Units commissioned before 1 October 2011, and which received an initial public grant before 1 July 2011. More details can be found in the "Feed-in Tariffs: Guidance for licensed electricity suppliers" document in [Ofgem's Publications Library](#).

**Distribution Network** – the electricity distribution network local to the Premises and to which any electricity generated by the Generation Unit, and not used at the Premises, is exported.

**Domestic Supply Terms** – means the terms and conditions on which our domestic customers receive an Associated Supply which can be found here: [ecotricity.co.uk/terms](http://ecotricity.co.uk/terms). Alternatively, you can request a copy by calling us on **0345 555 7 100**.

**Eligible** – someone who meets the criteria set out in Clause 3(b) above.

**Eligibility Date** - the date on which you become

Eligible to receive FIT Payments as set out in the FIT Schedule and:

- a. if your Generation Unit was installed before 15 January 2016, will be the later of:
  - the date on which we receive your Microtricity Application Form (accompanied by MCS Certification of the Generation Unit);
  - the date on which the Generation Unit was commissioned (ROO-FIT only); and
  - 1 April 2010; or
- b. if your Generation Unit was installed on or after the 15 January 2016 will be the later of:
  - the date on which we receive your Microtricity Application Form (accompanied by MCS Certification of the Generation Unit); and
  - the first day of the first Tariff Period in which your Generation Unit qualifies for FIT Scheme accreditation.

Different rules may apply if you are applying as a school, a community energy organisation or a ROOFIT generator with preliminary accreditation.

**Eligibility End Date** – the date on which you stop being Eligible to receive FIT Payments as set out in the FIT Schedule.

**Exported Electricity** – any electricity that is generated by your Generation Unit and exported to the Distribution Network.

**Export Payment** – a sum calculated by reference to the Export Tariff and the quantity of Exported Electricity that has been metered as exported by an Approved Export Meter or is Deemed payable to you or a Nominated Recipient.

**Export Tariff** – the payment rate per kilowatt hour for actual or Deemed Exported Electricity as set out in the FIT Schedule.

**Extension** – any modification of the Generation Unit to increase its total installed capacity from the same type of Eligible low carbon energy source.

**Feed-in Tariff** – the government initiative, administered by Ofgem, designed to benefit individuals, business and communities who have renewable Generation Units.

**FIT Licensee** – an electricity supplier who has volunteered, or is obligated by law, to register and make FIT Payments when approached by an individual, business or community with a Generation Unit.

**FIT Payment** – either a Generation Payment or an Export Payment, or a combination of both.

**FIT Schedule** - the statement issued by us which confirms specific terms, including those in Clause 5, upon which this Contract is based.

**Generation Payment** – a sum calculated by reference to the Generation Tariff and the electricity that the Generation Unit has generated; payable to you or a Nominated Recipient.

**Generation Tariff** – the payment rate per kilowatt hour for electricity generated by the Generation Unit, as set out in the FIT Schedule.

**Generation Unit** – a unit, with up to 5MW installed capacity (or in the case of CHP up to 2kW installed capacity), which generates electricity from one of the following technologies:

- solar photovoltaic;
- anaerobic digestion;
- combined heat and power (CHP);
- hydro; or
- wind.

**Group Companies** – all subsidiaries and any parent companies of ECOTRICITY LIMITED from time to time. A full list of Group Companies can be obtained by emailing [DataProtectionOfficer@ecotricity.co.uk](mailto:DataProtectionOfficer@ecotricity.co.uk).

**Import Meter** – the meter which records the electricity that you take from the Distribution Network, and on which your electricity bill is calculated.

**MCS** – means the Microgeneration Certification Scheme which certifies that microgeneration products and installers are consistent with its standards.

**Meter Reading** – means a reading taken from your Approved Generation Meter and/or Approved Export Meter.

**Meter Reading Cut Off Date** – means the 25th day of March, June, September and December in every year, or if different, the last day that we tell you a Meter Reading can be submitted to us.

**Microtricity Application Form** – your application to register for FIT Payments from Microtricity and which can be found here [ecotricity.co.uk/microtricity](http://ecotricity.co.uk/microtricity), or by calling us on **0345 555 7600**.

**MPAN** – is the Meter Point Administration Number allocated to your Import Meter, and to which your Generation Unit is associated. You will also be given a Meter Point Administration Number if you have an Approved Export Meter installed.

**Nominated Recipient** – means a person appointed by you to receive FIT Payments in respect of an accredited Generation Unit owned by you and recorded as such on the Central FIT Register

**Nominated Recipient Request Form** – the form we ask you to complete when you wish to nominate someone to receive FIT Payments instead of you.

**Off-Grid** – means where the Generation Unit is not connected to the Distribution Network.

**Ofgem** – the Office of Gas and Electricity Markets who regulate the Feed-in Tariff, or any regulatory organisation which replaces it.

**Permitted Exemption** – means a public grant made in respect of costs not associated with installation of the Generation Unit (e.g. where there is a local Distribution Network upgrade), to mitigate certain environmental harm or one made under the De Minimis Exemption.

**Photograph** – means a photograph of the meter clearly showing the meter reading on the meter display and meter serial number, submitted electronically in accordance with any instructions we send you.

**Premises** – the property at which the Generation Unit is installed.

**Reduction** – any modification of the Generation Unit to decrease its total installed capacity.

**Renewable Obligation Certificates** – means a certificate issued to a Generation Unit under the Renewables Obligation, a separate government scheme to the Feed-in Tariff.

**ROO-FIT** – means the process of accreditation by Ofgem for a Generation Unit that is not covered by MCS.

**Self-Billing** – is an optional arrangement if you are a VAT registered customer, under which we create and send you a VAT invoice for each quarter that you provide a valid meter reading within the required time.

**Smart Meter** – a meter that records the amount of energy you use and/or export and is capable of communicating that usage/export directly to us.

**Supply** – the physical supply of electricity.

**Supply Licence** – a licence to supply electricity granted under the Electricity Act 1989.

**Tariff Code** – means a code allocated to each accredited FIT Generation Unit by Ofgem to enable identification of the FIT Payment rates applying to that installation

**Tariff Date** – means either:

- a. if your Generation Unit was installed before the 15th of January 2016; your Eligibility Date; or
- b. if your Generation Unit was installed on or after the 15th of January 2016; the first day of the first Tariff Period within which your Generation Unit qualifies for Feed-in Tariff accreditation.

Different rules may apply if you are applying as a school, a community energy organisation or a ROOFIT generator with preliminary accreditation.

**Tariff Period** – applies if your Generation Unit was installed after 15 January 2016 and means one of the following periods:

- a. the period beginning on 8 February 2016 and ending on 31 March 2016;
- b. the period of 3 months beginning on 1 April 2016; or
- c. any subsequent period of 3 months beginning on 1 July, 1 October, 1 January or 1 April.

**Validate** – means the process where we check that the Meter Reading is in line with the installed generation capacity of the Generation Unit.

**VAT** – means Value Added Tax

# Microtricity hotlines

- Call us on **0345 555 7 600**
- Or you can [email us](#)

We're open from 8:30am - 5pm (Monday to Thursday)  
and 8:30am - 4pm Friday.

Calls may be monitored for quality and training purposes.

Microtricity website – [ecotricity.co.uk/microtricity](http://ecotricity.co.uk/microtricity)

