

E.ON Next Feed In Tariff Statement of Terms– these apply to customers with FIT generation contracts who moved to E.ON Next from November 2021 onwards.

1. Our Agreement

1.1 Together, these Statement of Terms and Your FIT Plan sets out the Agreement between You and Us, E.ON Next Energy Limited, this will be referred to as E.ON Next in the rest of this document. The Agreement is for the E.ON Next FIT Scheme (“the Agreement”).

1.2 E.ON Next is Our trading name and We provide and administer the E.ON Next FIT Scheme on behalf of Ofgem. Ofgem applies the rules of the Feed in Tariff and We must administer the E.ON Next FIT Scheme in accordance with the rules and instructions of Ofgem.

1.3 This Agreement applies only to the System identified in Your FIT Plan.

1.4 The FIT Plan will identify Your Eligibility Period and explain what Your Export Tariff is and what Your Generation Tariff is.

2. Duration of this Agreement and Eligibility Date

2.1 If You have chosen to join the E.ON Next scheme from another supplier the Agreement starts from the date we receive your fully completed application form to join the E.ON Next FIT Scheme and a signed copy of these Statement of Terms We have provided for the purpose of submitting feed-in-tariff applications, together with all Meter Readings, certificates and any other documentation We have asked You to provide as part of Your application. Please note that Your Eligibility Date may be different to the start date of this Agreement.

2.2 The Agreement shall end on Your End Date, unless cancelled in accordance with clause 13 of these Statement of Terms.

2.3 Your Eligibility Date is the date from which You are entitled to receive FIT Payments, as set by Ofgem. To find out how Your Eligibility Date has been worked out, please see <https://www.ofgem.gov.uk/environmental-programmes/fit/about-fit-scheme>

3. Eligibility Criteria

3.1 By joining the E.ON Next FIT Scheme and entering into this Agreement You are confirming that:

- Your System is an eligible installation as determined by the Feed-in-Tariffs Order 2012 (as amended, modified, re-enacted and/or replaced from time to time). You can find more information about that Order at www.ofgem.gov.uk/environmental-programmes/fit/about-fit-scheme
- Your System has a declared net capacity of 5MW or less (or an electrical capacity of 2kW or less for micro CHP Systems);
- Your System has been commissioned and is MCS accredited or ROO FIT accredited;
- Your System has been entered on to the Central FIT Register and We have been recorded on the Central FIT Register as Your FIT Licensee;
- the electricity produced by Your System is measured by a Generation Meter;
- Your Generation Meter and, if You have one, Your Export Meter comply with the relevant meter legislation;
- You’re not receiving payment from any other energy supplier (or other third party) or from Us under a separate agreement for electricity generated by Your System;
- You’re not claiming Renewable Obligation Certificates in relation to Your System;

- You're not in receipt of any grants that make Your System ineligible for the E.ON Next FIT Scheme or, if You've received any grants relating to Your System then You've told Us and acknowledged that You may be required to repay those grants, if requested by Ofgem, to join and continue with the E.ON Next FIT Scheme;
- The information You provide to Us will be complete, accurate and up-to-date;
- You have provided Us with all requested certificates, relevant supporting documentation and a signed copy of these Statement of Terms;
- You agree to provide Generation Meter Readings and Export Meter Readings (as applicable) to us for the periods set out in Your FIT Plan and in accordance with these Statement of Terms and if the way We ask You to take those readings changes, You agree to give Us the readings We need.
- You agree to give Our appointed contractors access to obtain Generation Meter Readings and/or Export Meter Readings (where applicable) at Your Property;
- If Your System is 'off-grid' (i.e. not connected to a mains supply of electricity) You declare that it is Your intention to use any and all electricity generated by Your System and that You fully understand that any electricity generated but not so used will not be eligible to receive FIT Payments under this Agreement;
- If Your System is 'off-grid' and You are in receipt of a grant for Your System paid by public funds, and You want to still receive FIT Payments under the 'de minimis' exemption, then Your System is not an undertaking by virtue of carrying on any other economic activity and You do not or will not sell any of the electricity generated and/or exported by Your System. You can find out more about the 'de minimis' exemption at www.ofgem.gov.uk/environmental-programmes/fit/about-fit-scheme;
- You have notified Us of any changes to Your System referred to at clause 12;
- Your installer has notified your Distribution Network Operator of the installation of Your System and You hold evidence to confirm this; and you have:
 - An MCS Certificate that has been issued on or before 31 March 2019 and We have received Your application to have Your System successfully accredited on or before the 31 March 2020; or applied for a ROO FIT accreditation of a System that has been commissioned and Ofgem has received Your application to have Your System successfully accredited on or before the 31 March 2019; or
 - Applied for pre-registration of a small installation from a school or from a community which Ofgem has received on or before 31 March 2019 and You have had Your System commissioned and joined the E.ON Next FIT scheme within 12 months of Ofgem receiving Your application for pre-registration.

3.2 The Eligibility Criteria must be complied with at all times in order to receive FIT Payments. If We find out that You are not eligible to join or no longer qualify for the E.ON Next FIT Scheme then We will let You know in writing and confirm when the Agreement ended.

4. FIT Payments

4.1 We will pay the FIT Payments in accordance with the information held on the Central FIT Register, Ofgem's instructions and these Statement of Terms provided that You comply with the Eligibility Criteria and Your obligations set out in these Statement of Terms.

4.2 Unless You or We end this Agreement, We'll use Your Tariff Code and the Generation Tariff to calculate the FIT Payments for the electricity that's generated by Your System and make such payments to You or the Nominated Recipient for the duration of the Agreement.

4.3 Unless You or We end this Agreement and provided that the System is connected to the local electricity grid and You've chosen to receive payments for any electricity exported back on to the local electricity network, We shall use the Tariff Code and Export Tariff to calculate the FIT Payments for the surplus electricity exported by Your System and make such payments to You or the Nominated Recipient for the duration of the Agreement or until You opt out of receiving any payment for electricity exported by the System (please see clause 6 below). If Your System is not connected to the local electricity network, You will not be eligible to receive any FIT Payments for any surplus electricity exported by Your System.

4.4 As long as You comply with the provisions of these Statement of Terms and the Eligibility Criteria, We'll do everything We can to pay You within 10 working days after We get Your valid Export Meter Reading, subject to clause 4.6 below. We'll tell You if that period changes. We'll make the first payment on the first Quarter date that occurs after the date this Agreement comes into force. Your first FIT Payment may include accrued payments from the Eligibility Date.

4.5 If You are or the Nominated Recipient is a domestic customer and are not VAT registered, payment will be made by BACs or cheque (as You or the Nominated Recipient may elect) or such other payment method that We may offer.

4.6 If you're 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 Export Payments or Deemed Export Payments. This means you agree not to issue any VAT or other invoices for Export Payments or Deemed Export Payments due under the FIT 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. You agree to tell us immediately if you transfer your business as a going concern – in whole or in part. When you accept self-billing, We'll calculate the VAT and give you a compliant self-billing invoice, which you'll need to complete your VAT return. You're 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.

4.7 If We don't receive a valid Generation Meter Reading and, if applicable, a valid Export Meter Reading in the timescales set out in Your FIT Plan then We shall not pay the FIT Payment for the generation and/or export of electricity for that Quarter until the following Meter Reading Period, provided that We have received up to date Generation Meter Readings and where applicable, Export Meter Readings for the next Meter Read Period.

4.8 No interest shall be payable to You on any accrued amount.

4.9 We reserve the right to reduce, withhold or recoup FIT Payments (or any part of a FIT Payment already paid to You or the Nominated Recipient) on behalf of Ofgem if an error occurs or an abuse of the E.ON Next FIT Scheme is identified. If We overpay any FIT Payments then We may recover the relevant amount from You (whether the FIT Payment has been paid to You or the Nominated Recipient) or off set such amount from any subsequent FIT Payments.

4.10 If You dispute a payment statement, please contact Us immediately. We'll do Our best to find out what the problem is and resolve it as quickly as We can.

4.11 If Ofgem tells Us that You have or the Nominated Recipient has been suspended or removed from the Central FIT Register then We will stop making the FIT Payments. Those payments will only recommence when Ofgem instructs Us accordingly and FIT Payments may be reduced on the instructions of Ofgem.

4.12 You are (and the Nominated Recipient where applicable is) responsible for paying any tax that may be due in relation to FIT Payments received.

4.13 You may nominate a third party to receive Your FIT Payments, which shall be the 'Nominated Recipient'. You must tell Us in writing if You want to change the Nominated Recipient and give Us the information that We require to determine and/ or validate the new Nominated Recipient's details and update the Central FIT Register. We can only make FIT Payments to the new Nominated Recipient when Ofgem confirms that the Central FIT Register has been updated with the new Nominated Recipient's details.

4.14 You must keep records of all FIT Payments paid to You or the Nominated Recipient for at least 12 months after You receive them. Failure to do so could result in non-payment of any future FIT Payments.

5. Tariffs

5.1 Your Tariff Code, Generation Tariff and Export Tariff (as applicable) are set and provided to Us by Ofgem. If Your Generation Tariff and/or Export Tariff are amended by Ofgem, We shall notify You as soon as We are made aware of the amendment and if applicable, shall let You know how this will affect any FIT Payment. We may send You a revised FIT Plan, showing any amendment.

5.2 Your Generation Tariff and Your Export Tariff are linked to the Retail Price Index (RPI). If the RPI changes then We will tell You what the impact is, if any, in Your next Payment Statement.

5.3 The Secretary of State reserves the right to change the fixed Export Tariff rate in accordance with the Feed in Tariff Order 2012 (as amended, modified, re-enacted and/or replaced from time to time). If this happens, We'll tell You what the impact is, if any, in Your next Payment Statement.

6. Exported Electricity - Opt Out

6.1 You may opt out of receiving FIT Payments for electricity that the System has exported to the local electricity network. Contact us by email or letter to confirm your request in writing. Your opt out will become effective at the start of the next FIT Payment period as long as the period between opting out and the next payment period is more than 28 days. You can opt in again, at the market based price, 12 months after You opted out.

7. Meter Readings

7.1 You agree to give Us Generation Meter Readings and, if You have an Export Meter, Export Meter Readings by no later than the dates set out in Your FIT Plan. We shall contact You when We require such Meter Readings from You. If You do not have an Export Meter, clause 8 shall apply.

7.2 All Generation Meter Readings and Export Meter Readings to be provided to Us pursuant to these Statement of Terms must be provided to E.ON Next by email, telephone or by using the postal address

7.3 Your Meter Readings must be accurate and reflect the value shown on the appropriate meter at the time You read the said meter(s). If it is found that any of the Meter Readings (or any other information) provided to Us are incorrect, We will notify Ofgem who shall take the appropriate action it deems necessary.

7.4 You agree to give Us Generation Meter Readings and, if You have an Export Meter, Export Meter Readings using appropriate methods as requested by Us. We reserve the right to vary the way Meter Readings are collected from time to time and will tell You about any changes by post or by email if You have given Us Your email address.

7.5 You must keep records of all Generation Meter Readings and Export Meter Readings that You've given to Us in accordance with these Statement of Terms for at least 12 months from the date the readings were taken. Failure to do so could result in non-payment of future FIT Payments.

7.6 Upon Your instructions, the Nominated Recipient is permitted to provide Meter Readings in respect of a System they have been nominated by You to receive the FIT Payments.

8. Estimated Export Readings

8.1 If Your System has an installed capacity of 30kW or less and You don't have an Export Meter, then You agree to allow Us to deem the amount of electricity that Your System has exported to the local electricity network using Ofgem's guidelines.

9. Your Meters

9.1 To take part in the E.ON Next FIT Scheme You must have a Generation Meter which complies with the relevant metering legislation and is connected to Your System. If You have an Export Meter, it must also comply with the relevant metering legislation and be connected to Your System.

9.2 Your Generation Meter (and where You have one, Your Export Meter) must be in an accessible place to enable Us or Our appointed contractor to carry out the actions referred to at clause 10.1.

9.3 If Your System has an installed capacity of above 30kW and it's connected to the local electricity network, then You must have an Export Meter measuring the amount of electricity being exported back to the local electricity network. If Your System's installed capacity is above 30kW and there's no Export Meter, You won't be entitled to receive payment under these Statement of Terms for electricity You've exported back to the local electricity network.

9.4 If Your System has an installed capacity of 30kW or less and it's connected to the local electricity network and You don't have an Export Meter, then We'll calculate the amount of electricity You've exported in accordance with clause 8.

9.5 If You have installed an Export Meter after the start date of this Agreement, You must notify Us and provide Us with an Export Meter Reading on the day the Export Meter is installed.

10. Access to Your Property

10.1 You must provide Us with the required photographic evidence and allow Us or Our appointed contractor access to Your Generation Meter and where You have one, Your Export Meter to: (a) read and record Your Generation Meter and Export Meter (where You have one) (b) verify readings from Your Generation Meter and Export Meter (where applicable) that have been provided to Us (c) check Your System to verify the details provided by You; and (d) to inspect the Generation Meter; no less than once every two years from the date Your System was registered on the Central FIT Register and the date of any later installed Export Meter.

10.2 If you do not provide Us with the required photographic evidence or We or Our appointed contractor can't gain access to Your Property to carry out any of the actions set out in clause 10.1 above, despite reasonable efforts being made by Us and/or Our appointed contractors, We reserve the right to report the matter to Ofgem and suspend or withhold FIT Payments from You until the required access has been provided.

11. Automatic Meter Reading (AMR)

11.1 If Your Generation Meter(s) or Export Meter(s) can record Meter Readings automatically, You may qualify for FIT Payments based on these Meter Readings. This is at Our discretion and You're still responsible for arranging for the Generation Meter(s) to be replaced (if it's broken) as soon as reasonably possible. You may not qualify for any more FIT Payments until You've done this. It's Your responsibility to arrange and pay for any replacement Generation Meter(s), as well as any costs for installing it. If an energy supplier has fitted the Export Meter(s), Your current energy supplier may be

responsible for those costs. If you've fitted the Export Meter(s), or arranged for an installer to fit it, You'll be responsible for all the associated costs.

11.2 Your Generation Meter(s) and/or Export Meter(s) will be classed as non-AMR unless We say otherwise (based on clause 11.3 below).

11.3 If You think Your Generation Meter(s) and/or Export Meter(s) has AMR capability and You want Us to class it as AMR, tell Us as soon as possible.

11.4 For Your Generation Meter(s) or Export Meter(s) to be classed as AMR, We must be satisfied that it meets the Authority's requirements. To help Us to do this, You must give Us all reasonable information We ask for.

11.5 If You don't give Us the information We need in a reasonable time, We'll class Your Generation Meter(s) and/or Export Meter(s) as non-AMR

11.5 If Your Generation Meter(s) or Export Meter(s) is AMR capable, We'll do one of these things at least every two years to verify the Meter Readings:

11.5.1 Method 1: Physically read Your Generation Meter(s) and/or Export Meter(s)

11.5.2 Method 2; Use historical data to verify the Meter Readings You give Us

11.5.3 Method 3: Audit Your system

11.6 These methods for both AMR and non-AMR are instructed by Ofgem and are subject to change, in the event of such a change We will notify You.

11.7 If You have 25 Generation Unit(s) or more which are AMR capable We'll physically check 5% of the total number of Generation Meter(s) or Export Meter(s) readings (that We'd otherwise use Method 2 or Method 3 for)

11.8 If You have 24 Generation Unit(s) or less which are AMR capable We might physically read Your Generation Meter(s) or Export Meter(s) (that We would've otherwise used Method 2 or Method 3 for). This is based on Ofgem's sampling rules

12. Changes to Your System

12.1 You must let Us know in writing if You make any modifications or changes to Your System (including any extensions, installation of any Storage Device, changes to meters, including if a smart meter has been installed and/or the installation of an Export Meter) as this may affect its eligibility and capacity calculations which, in turn, may affect Your Tariff Code, Generation Tariff and Export Tariff. Let Us know immediately after any modifications or changes have been made.

12.2 If You don't tell Us and We then discover or are made aware that modifications have been made then We'll notify Ofgem who will take appropriate action which may include changing Your Tariff Code, changing the amount of any FIT payments payable and/or recovering from You any amount of a FIT Payments that should not have been paid. As such We reserve the right to suspend, withhold or recoup any FIT Payments in accordance with Ofgem's instructions.

12.3 If the change to Your System impacts Your Tariff Code and/or Generation Tariff unit rate, Ofgem will notify Us of any change and We will in turn update You of the change to be made and may send You a revised FIT Plan by email or post. Any such change will take effect from the point at which the Central FIT Register is updated by Ofgem.

12.4 Any extensions commissioned on or after the New Rules Date that increase Your System's capacity will not be eligible to receive FIT Payments.

12.5 Any Meter Readings received by Us from a System that has had an ineligible extension (as described at clause 12.4 above) will be prorata if the System and ineligible extension share a Generation Meter and/or an Export Meter.

12.6 We shall have the right to request any more details for the Meter Reading received and referred to in clause 12.5 above if We or Ofgem believe or consider the said Meter Reading does not fall within the “expected tolerances” for electricity generated and/or exported by Your System.

12.7 If You have a Storage Device connected to or installed for Your System You must notify Us at the start of this Agreement and provide Us with a copy of the schematic diagram of the Storage Device which will need to show the installation, the Storage Device and the metering arrangements. If You don't have this, You will need to contact Your Storage Device installer to obtain a copy.

12.8 If You have a Storage Device installed at any point after the start of this Agreement, You must notify Us as soon as possible and provide the information referred to at clause 12.7. If this information is not provided as requested, We reserve the right to notify Ofgem who shall take the appropriate action it deems necessary.

12.9 Where there is a Storage Device present and You do not have an Export Meter, You shall only be entitled to receive FIT Payments for electricity generated by Your System and deemed exported electricity if Your Generation Meter is capable of isolating the amount of electricity generated by Your System. If You have an Export Meter, You will only be entitled to receive FIT Payments for electricity exported to the local electricity network if Your Export Meter is capable of isolating the amount of electricity exported by Your System.

13. Ending this Agreement

13.1 You may terminate this Agreement at any time by writing to Us. The Agreement shall come to an end on the date that the Central FIT Register has been updated.

13.2 If You have cancelled the Agreement to join another supplier's feed in tariff scheme this Agreement will end on the same date that the new supplier updates Your details on the Central FIT Register and they have been recorded as Your FIT Licensee.

13.3 This Agreement will automatically end:

- if You no longer comply with the Eligibility Criteria We've described in clause 3;
- if You move home and the new owner is to receive payments under the E.ON Next FIT Scheme;
- if another person takes ownership of the System;
- if Your System is decommissioned;
- if You or We commit a serious breach of these Statement of Terms.

13.4 On cancellation of this Agreement, You will need to provide Us with a final Generation Meter Reading and a final Export Meter Reading, where applicable and any other supporting documentation requested by Us. We shall use these Meter Readings to calculate any final FIT Payments that are due to You (or the Nominated Recipient).

14. Moving Home and Change of Ownership

14.1 If You move home and the new owner is to become entitled to receive FIT Payments then You must provide Us with a Generation Meter Reading and an Export Meter Reading (if You have an Export Meter) on the completion date of the sale, together with the information required to determine and/or validate the new owner's details and update the Central FIT Register. When We've had confirmation from Ofgem that the Central FIT Register has been amended with the new owner's details, the Agreement with You will end.

14.2 If You move home and have agreed with the new owner that You will remain entitled to payment of the FIT Payments, it is Your responsibility to ensure that Generation Meter Readings and Export Meter Readings (where applicable) are submitted to Us as required by Us in accordance with these Statement of Terms

14.3 We are only obliged to pay the person who is named in the Central FIT Register. It is always Your responsibility to agree ownership of the System and any of the income received from the FIT Payments.

14.4 You must tell Us in writing, as soon as reasonably possible, if there's been a change in the ownership of Your System and provide Us with supporting documentation, as requested by Us. The new owner of the System or You (or Your personal representative) will need to submit Meter Readings taken on the date of the transfer.

15. Changing Supplier

15.1 If You want to change supplier then We will try to make the changeover go smoothly. Your new supplier should do all the work that's necessary on Your behalf and We shall do all We can to assist with the transfer.

15.2 The new supplier will ask You for a meter reading. When We agree on that reading, We will use it to calculate Your final FIT Payment from Us. We can't send out Your final payment until You have given that reading to Your new supplier.

16. Liability

16.1 You must pay any reasonable costs that arise if We take action because You break these Statement of Terms.

16.2 Nothing in these Statement of Terms affects Our legal liability for causing death or personal injury by Our negligence. These Statement of Terms do not affect Your legal rights.

16.3 We're not liable for:

16.3.1 any harm You experience that, when You signed this Agreement, We wouldn't have reasonably expected could happen

16.3.2 damage that's beyond Our reasonable control, however it was caused

16.3.3 any indirect or consequential losses, however caused, including but not limited to economic loss, loss of business, profit, goodwill, production revenue or similar losses.

16.4 Our maximum liability in any calendar year (January to December) for any incident or related series of incidents is £100,000. This limit doesn't apply to death or personal injury or any other liability that may not be limited in law.

17. General

17.1 We won't ask You to do anything We don't need to, to enable Us to meet Our obligations under the E.ON Next FIT Scheme.

17.2 We'll try to fulfil Our obligations under the E.ON Next FIT Scheme efficiently and expeditiously.

17.3 These terms and conditions are 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. 17.4 We may transfer Our rights and obligations under these Statement of Terms to any other E.ON Group Company or another company. If We do that then We'll tell You as soon We can. Your obligations or liabilities under this Agreement will not be affected. We may also subcontract work that We've agreed to do under this Agreement but We still will be responsible for any work carried out by Our subcontractors.

17.4 We may change these Statement of Terms. We will display any changes clearly on eonext.com. If any changes to these Statement of Terms are of a disadvantage to You, We shall tell You about the changes at least 30 days before they begin to apply or upon notice if the change is the result of any change of law, relevant licence, agreement, guidance or code made by Ofgem or the Secretary of State (or such other authoritative body). If You do not accept the changes You may cancel this

Agreement by writing to Us within 14 days of receiving that information. No changes will be applied to Your Agreement if it is cancelled within that timeframe.

17.5 No representation or warranty or other undertaking that is not fully reflected in these terms and conditions has any impact on this Agreement, save for any fraudulent misrepresentation.

17.6 Each party to this Agreement acknowledges and confirms that it does not enter this Agreement in reliance upon any representation or warranty or other undertaking not fully reflected in these Statement of Terms, save for any fraudulent misrepresentation. 17.8 This Agreement is separate to any other contract that You may have with Us and the terms of this Agreement (or the ending of such) will not have any effect on the supply or price of any other product or service that We may provide or supply to you.

18. How We use Your personal information

18.1 We'll get information from different sources, including Our partners, other organisations involved in servicing Your account (like Network Operators) and information that's already public. We'll match this information with Our own to make sure the information We hold about You is correct and up to date.

18.2 We'll process Your personal data in line with the Data Protection Act 2018.

18.3 We'll share this information with:

- Other FIT Licensees, if you want to transfer Your Generation Unit(s) under the FIT scheme
- Credit Reference agencies – to cross check Your details
- Debt Collection agencies
- organisations who are doing research for Us
- The Authority, ministerial departments, the Government and devolved administrations.

18.4 We won't share Your personal information with social networking sites or other online media without Your permission. If You share personal information with Us or link Your social media account with Ours, We may use that information in line with the above rules. You're responsible for all personal information You share with Us through social media.

18.5 Some of the organisations We share information with may be outside the European Economic Area, but We'll make sure the information's adequately protected before We transfer information.

18.6 We'll use (and the Authority will use) information We have about You, Your Generation Unit(s) and any Nominated Recipient to manage Your involvement in the FIT scheme. This includes reporting and auditing.

18.7 We'll use the information We have about You and Your Generation Unit(s) for things like market research, billing and giving up to date information on energy efficiency and safety issues.

18.8 If you give Us Your email address You are giving Us consent to contact You electronically about important information You may need. This is to allow Us to service your account more efficiently. You should check your emails on a regular basis as this may include (but isn't limited to) verifying your Meter Readings, Terms and Conditions, FIT Plans, statements, tariff changes and other updates

19 Making a complaint

19.1 If You haven't received the service You'd expect, You can contact Us and We'll follow the complaints policy on Our website.

19.2 If You need independent advice at any time You can contact Citizens Advice by phone on 0808 223 1133 or visit their website at www.citizensadvice.org.uk/energy/. Their service is free, independent and confidential.

19.3 When you send a formal complaint, We will do everything in Our power to resolve the issue.

19.4 If We can't agree on a solution with You, We'll write to You to explain Our position and Our best offer. This is known as a deadlock letter.

19.5 If You don't want to accept the suggestion in the deadlock letter, or if the issue has dragged on for more than eight weeks, then You can refer the issue to the Energy Ombudsman.

They offer a free and impartial service that sorts out disputes between energy companies and customers.

You can get in touch with the Ombudsman by:

– phone on 0330 440 1624

– email at osenquiries@os-energy.org

What they decide is legally binding for Us, but not for You.

Glossary of Terms

Agreement

has the definition set out in clause 1.1.

Automatic Meter Reading (AMR)

The technology of automatically collecting information from Your Generation Meter(s) or Export Meter(s) (or both), and then adding that information to Our database. We do this electronically, without needing to access the meter physically.

BACS

BACS stands for “Bankers” Automated Clearing Services, a scheme for processing financial transactions electronically in the United Kingdom. Direct debits and direct deposits are made using the BACS System.

BSC

The Balancing and Settlement Code (BSC) contains the governance arrangements for electricity balancing and settlement in Great Britain.

Central FIT Register

A register that’s kept and maintained by Ofgem to record details of accredited small-scale renewable and low-carbon electricity generation installations.

Deployment Cap

Total installed capacity that can receive a particular tariff in a given Tariff Period as set by Ofgem and as may be amended by Ofgem from time to time.

Distribution Network Operator

A company licensed to distribute electricity.

Eligibility Criteria

This refers to the criteria We have explained in full in clause 3 of these Statement of Terms.

Eligibility Date

Is set out in Your FIT Plan and is defined at clause 2.3.

Eligibility Period

This is the maximum period of time during which You will be entitled to receive FIT Payments, which shall be from Your Eligibility Date to Your End Date.

End Date

This is the date on which Your Eligibility Period ends and You will stop receiving FIT Payments, as set out in Your FIT Plan.

E.ON Group Company

This includes the following E.ON companies:- E.ON Next Energy Limited, E.ON Energy Solutions Limited and Npower Limited.

E.ON Next FiT Scheme

The Feed in Tariff scheme administered by Us on behalf of Ofgem which rewards customers for the electricity generated by microgeneration systems and where applicable, exported back on to the local electricity network.

Export Meter

This is a meter that measures the amount of electricity being exported from Your System on to the electricity network.

Export Meter Reading

The measure taken from an Export Meter of the gross amount of electricity exported by Your System.

Export Tariff

The payment rate per kWh for electricity exported by Your System on to the local electricity network, as set out in Your FIT Plan (as may be amended from time to time in accordance with these Statement of Terms).

FIT

Feed-in-Tariff.

Feed in Tariff

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.

FIT Licensee

This is the supplier You have appointed to register Your System on the Ofgem Central FIT Register and make payments to You.

FIT Payment

This is the money that is paid to You or the Nominated Recipient in accordance with these Statement of Terms for the electricity generated by the System and, where applicable, the electricity exported.

FIT Plan

The document that describes Your membership of the E.ON Next FIT Scheme which includes details about Your System, Your Generation Tariff, Your Export Tariff (as applicable), Your payment dates and how long You are entitled to receive those payments (as may be amended in accordance with these Statement of Terms).

Generation Meter

This is a meter that measures the quantity of electricity being generated by Your System.

Generation Meter Reading

The measure taken from a Generation Meter to show the gross amount of electricity generated.

Generation Tariff

The payment rate per kWh for the electricity generated by Your System, as set out in Your FIT Plan.

MCS accredited

Accredited in accordance with the Microgeneration Certificate Scheme (or equivalent schemes accredited under EN 45011).

Meter Reading(s)

Includes Generation Meter Reading and/or Export Meter Reading.

Meter Reading Period

The periods set out in Your FIT Plan in which a Generation Meter Reading and, where applicable, an Export Meter Reading must be provided to Us.

Microgeneration Certification Scheme (MCS)

The scheme which is a recognised quality assurance scheme, supported by the Department of Energy and Climate Change, to certify microgeneration technologies used to produce electricity and heat from renewable sources. **New Rules Date** Is the 15 January 2016

Nominated Recipient

The person who You have nominated and notified to Us to receive the FIT Payments and who is recorded on the Central FIT Register as the person authorised to receive the FIT Payments.

Ofgem

The Office of Gas and Electricity Markets (and its successor or such other relevant governing authority).

Payment Statement

This is a statement provided by Us showing the amount of FIT Payment received in a Meter Reading Period, which is generated following receipt by Us of a Meter Reading.

Property

The property or site at which the System is located.

Quarter A period of time equal to three consecutive months.

Renewable Obligation Certificates

Sometimes known as ROCs are green certificates issued to operators of accredited renewable generating stations for the eligible renewable electricity they generate. Operators can trade ROCs with other parties.

Retail Price Index

A measure of inflation that's published by the Office of National Statistics.

ROO FIT accredited

A term that shows something has been accredited under the Renewable Obligation Order 2009 ("ROO")

Statement of Terms

The Statement of Terms outlined above.

Storage Device

A system or device that is capable of storing electricity.

System

The System installed at the Property that's capable of producing small- scale low carbon generation/electricity and identified in Your FIT Plan.

Tariff Code

The code that's allocated to Your System by Ofgem and set out in Your FIT Plan.

Us/We/Our

When We use the terms Us, We, Our, We'll and We're, in this document, this is a reference to E.ON Next who is the provider of the E.ON Next FIT Scheme. Please see clause 1.2 for further details.

You/Your/Yours

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