

## Npower FIT Scheme: Terms and Conditions

### **The agreement**

- This is an agreement between you and us for the Npower FIT Scheme.
- This agreement, together with Your FIT Plan letter completes the agreement between you and us.
- Under the Npower FIT Scheme and accordance with this agreement we agree to pay you for electricity generated by your System and exported (where applicable) from the site to the local electricity network.
- This agreement applies only to the System identified in your FIT Plan.
- This 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.
- We may transfer our rights and obligations under this agreement to another company. If we do so, your obligations or liabilities under this agreement will not be affected.
- We may change other terms of this agreement, we will notify you within 14 days if this occurs.
- Each party acknowledges and confirms that it does not enter into this agreement in reliance upon any representation or warranty or other undertaking not fully reflected in this agreement, save for any fraudulent misrepresentation.

### **Eligibility date and term**

The Eligibility Date from which your FIT Payments can be calculated from shall be the date that you notify us, in writing, of your intention to appoint us as your FIT Licencee and have provided us with full and complete information and supporting documentation regarding your System, as requested ("Eligibility Date"). Your Eligibility Date and the term of this agreement showing the total period for which you can receive FIT Payments is set out in your FIT Plan.

### **Eligibility Criteria**

By entering into the Npower FIT Scheme, you confirm that you meet the following criteria:

- Your System type falls under the qualifying technologies as determined in the FIT Order 2010. Details of which can be found at [www.decc.gov.uk](http://www.decc.gov.uk)
- Your System has an installed capacity of no more than 5MW (or 2kW for micro CHP systems);
- Your System is MCS accredited or ROO FIT accredited and has been entered on to the Central FIT Register;
- We have been recorded on the Central FIT Register as your FIT Licencee;
- The electricity produced by your System is measured by a generation meter, which complies with appropriate meter legislation
- You are not receiving a FIT Payment from any other energy supplier;
- On commencement of this agreement you take your electricity supply from us (unless you receive electricity supply from a supplier who is not obligated to and does not make payments under a feed-in-tariff scheme or if you are not connected to the main electricity network);
- You are not claiming renewable obligation certificates (ROCs) in relation to your System;
- You have informed us if you have received any grants in relation to your System and acknowledge that you may be required to repay and such grants, if requested by Ofgem, in order to join and continue with the Npower FIT Scheme;
- You declare that any information you provide to us is complete and accurate

### **Tariff Prices and Payment**

We will make FIT Payments in accordance with the provisions of this agreement and the requirements of Ofgem, provided that you comply with the eligibility criteria set out above and have provided us with the necessary meter readings (where applicable). We shall pay to you a sum for the amount of electricity generated by your System in each Quarter, calculated in accordance with your Tariff Code and Generation Tariff unit rate set out in your FIT Plan. You will receive Generation Tariff payments until the end date as set out in your FIT Plan unless you terminate this agreement before such end date.

If you are connected to the local electricity grid and you have opted in to receive payments for the electricity that you have exported back on to the local electricity network, we shall pay you for such electricity exported by you in each Quarter, calculated in accordance with your Tariff Code and Export Tariff unit rate set out in your FIT Plan. You will receive Export Tariff payments until the end date as set out in your FIT Plan unless you terminate this agreement before such end date or Opt Out (please see below). If your System is not connected to the local electricity network, you will not be entitled to receive Export Tariff payments.

Subject to receipt of your meter readings (where applicable), your FIT Payment shall be paid to you Quarterly in accordance with the timetable set out in your FIT Plan (or at such other timings as we shall notify to you). Your first payment being made on the first Quarter date occurring after the date in which we receive this agreement, duly signed and dated by you. Your first payment may include accrued amounts from the Eligibility Date.

Time for payment shall not be a condition of this agreement.

FIT Payments shall be paid to you in accordance to your VAT status. If you are a domestic customer and are not VAT Registered, payment will be made by cheque or such other payment method that we may offer to you. If you are VAT

registered, we will send you a request for invoice with details of the FIT Payment payable to you and ask you to invoice us for this amount. If we overpay we may recover from you the relevant amount within the next payment Quarter.

We reserve the right to reduce, withhold or recoup FIT Payments if it has been identified that an error has occurred on behalf of Ofgem, you, us or if an abuse of the Npower FIT Scheme has been identified by Ofgem.

If you dispute a payment statement, please contact us immediately and we will work with you to resolve the issue.

If we are notified by Ofgem that you are suspended or removed from the Central FIT Register we will cease FIT Payments until we are notified to recommence by Ofgem.

You have the right to nominate a third party to receive your FIT Payment. You must notify us in writing if you wish to change the Payee and provide us with such other information we may request in order to determine and/or validate the new Payee's details and to update the Central FIT Register. We shall only be able to make FIT Payments to the new Payee once we have received confirmation from Ofgem that the Central FIT Register has been updated with the new Payee's details.

### **Opt Out**

You may opt out to receive payments for any electricity that you have exported back on to the local electricity network. If you wish to opt out, please let us know in writing. Your opt out notification will not become effective until the next payment period (provided that the period between opting out and the next payment period is more than 28 days). You can opt back in to receive payments for electricity that you have exported back on to the local electricity network at the market based price once every 12 months from the date you opted out.

### **Changes to Tariffs**

Your Generation Tariff unit rate is Retail Price Index linked, so may be subject to annual change by Ofgem. If this happens, we will inform you of any changes in your next payment statement.

The Secretary of State reserves the right to change the fixed export tariff rate at any point. If this happens, we will inform you of any changes in your next payment statement.

### **Changes to your System**

You must notify us if you change the capacity of your existing System (as identified in your FIT Plan) in any way, as this may affect your Tariff Code and Generation Tariff unit rate. If you fail to notify us of any change (which is later discovered); we will notify Ofgem and they will take the appropriate action. In the event of this happening, we reserve the right to withhold, reduce or recoup payments accordingly.

If the change to your System impacts your Tariff Code and/or Generation Tariff unit rate, the change will take effect from the point at which the Central FIT Register is updated by Ofgem. This agreement will then terminate and you will receive a new agreement and FIT Plan.

### **Change of Ownership**

You must notify us if there has been a change in the ownership of your System and provide us with supporting documentation, as requested.

### **Ending this Agreement**

You may terminate this agreement at anytime upon written notice.

If you have terminated this agreement to receive a feed in tariff from another supplier, the date upon which this agreement shall terminate is the date in which the new supplier updates your details on the Central FIT Register.

This agreement will automatically end if:-

- You fail at any time to comply with the eligibility criteria set out above;
- If you move home;
- In the event that either party commits a serious breach of this agreement.

Upon termination of this agreement, howsoever arising, you may provide us with meter readings from your generation meter and your export meter (where applicable). We shall pay you, for the amount of electricity generated by your System from the date of the last meter reading to the last day of the agreement and (if applicable) for electricity you have exported back on to the local electricity network in accordance with this agreement.

### **Metering**

To participate in the Npower FIT Scheme you must have a generation meter, which complies with relevant metering legislation, connected to your System.

Your generation meter should be located in an accessible location and access made available to us or our appointed contractor.

If your System has an installed capacity of above 30kW and the System is connected to the local electricity network, an export meter must be present to measure the amount of electricity being exported back to the local electricity network. In such case, if there is no export meter present, you shall not be entitled to receive any payment under this agreement for electricity that you have exported back on to the local electricity network.

If your System has an installed capacity of 30kW or less and the System is connected to the local electricity network and you do not have an export meter, we shall deem the amount of electricity that you have exported. Please see below.

#### **Meter Readings**

You agree to provide us with the generation and (where you have an export meter) export meter readings every 3 months from the start date as set out in your FIT Plan.

Your meter readings must be accurate and reflect the value shown on the appropriate meter from the point at which they are due.

#### **Deeming**

If your System has an installed capacity of 30kW or less and you do not have an export meter, you agree to allow us to deem the amount of electricity that you have exported on to the local electricity network using guidelines issued by Ofgem.

#### **Access to your property**

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

#### **Data Protection**

We will use the information you provide to us to administer and manage your agreement (including collecting of debt) and provide updates, account and service information to you, to assess risk, carry out marketing (unless you have opted out), after sale services, market research, test systems and to analyse your account history. We may pass information about you to our group companies, agents and service providers for these purposes and may share it with all relevant industry organisations based on agreed industry processes. We shall also pass information about you and your System to Ofgem or such other regulatory authority or government and industry bodies who may use it for the purpose of administering, reporting and auditing the FIT scheme or in order to comply with any accreditation process, to update the Central FIT Register and such other information as requested by Ofgem or such other regulatory authority or government and industry bodies in relation to the Npower FIT Scheme. Where you are providing us with information relating to a third party, you have their consent to do so. We may search the files of credit reference agencies to carry out credit checks on you who may record the search. We may share information about how you deal with your account with other financial institutions and with credit reference agencies.

#### **Liability**

You must pay any reasonable costs that arise if we have to take action because you break the terms of this agreement. Nothing in this agreement affects our legal liability for causing death or personal injury by our negligence. This agreement does not affect your legal rights.

#### **Moving Home**

If you move home and still wish to be the Payee of the FIT Payment, it is your responsibility to ensure that Quarterly meter readings are submitted as required to continue receiving FIT Payments.

If you move home and wish for the new occupant to become the Payee you must contact us in writing and provide us with the information required to enable us to determine and/or validate the new Payee's details and to update the Central FIT Register. When we have received confirmation from Ofgem that the Central FIT Register has been amended with the new Payee's details, this agreement will end.

We are only obliged to pay the Payee as named in the Central FIT Register. It is your responsibility to agree ownership of the FIT as part of any house move.

#### **Dispute Resolution**

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

#### **Changing Supplier**

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

**General**

We will not impose any obligations on you or which are additional to, or more onerous than those that are necessary to enable us to meet our obligations under the Npower FIT Scheme.  
We will fulfil our obligations under the Npower FIT Scheme efficiently and expeditiously.

**Definitions**

**Central FIT Register**

means the register kept and maintained by Ofgem for the purpose of recording details of your System, its installation and other matters relating to the Npower FIT Scheme and all other FIT schemes.

**Export Tariff**

means the payment rate per kWh for electricity exported by you on to the local electricity network, as set out in your FIT Plan.

**FIT**

means feed-in-tariff.

**FIT Licencee**

Means the supplier you have appointed to register your System on the Ofgem Central FIT Register and to make your payments

**FIT Plan**

means the plan relating to your membership on the Npower FIT Scheme and your System and shall include details of your tariffs, payment dates and length of your membership.

**FIT Payment**

means the payment paid to you in accordance with this agreement for your generated electricity and where applicable, your exported electricity.

**Generation Tariff**

means the payment rate for the electricity produced by your System, as set out in your FIT Plan.

**MCS accredited**

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

**Npower FIT Scheme**

means the FIT scheme operated by us to reward customers for the electricity generated by their System and, where applicable, exported back on to the local electricity network.

**Ofgem**

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

**Payee**

means the person registered on the Central FIT Register to receive the FIT Payment  
means three months in each year of the term of this agreement (and Quarterly shall be construed accordingly)

**ROO FIT accredited**

means accredited in accordance with the accreditation process administered by Ofgem

**System**

means the system owned by you which is capable of producing small-scale low carbon generation/electricity and identified in your FIT Plan.

**Tariff Code**

means the code allocated to your System by Ofgem.

**us**

means Npower Northern Limited (registered in England and Wales under company number 3432100) whose registered office is at Windmill Hill Business Park, Whitehill Way, Swindon, SN5 6PB.  
By signing this agreement, you confirm that you agree to the above terms and conditions and that you wish to enter into an agreement with us to join the Npower FIT Scheme

Signed .....

Name (print) .....

Date .....

FIT ID (found on FIT Plan letter) .....

Address .....

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