

Microgeneration Scheme Terms and Conditions



These terms and paragraphs apply to contracts for the exportation of electricity by you to us generated from renewable sources under the Npower Microgeneration Scheme ("Microgeneration Terms").

1. Definitions

"**Contract**" means the contract which you have with us under the Npower Microgeneration Scheme.

"**Equipment**" means the microgeneration equipment and/or units installed at the Premises.

"**Expiry Date**" means 30 April 2008 or such other date as we may notify to you in writing.

"**Export Meter**" means a meter that measures the amount of electricity which you have not used and is exported onto the electricity network.

"**Generation Meter**" means a meter that measures the amount of electricity that the Equipment produces.

"**Import Meter**" means a meter that measures the amount of electricity which we have supplied to you.

"**Juice Contract**" means the contract that you have with us for the supply of Npower Juice energy which is subject to the Standard Terms.

"**Meters**" means the Export Meter, the Generation Meter and the Import Meter.

"**Npower Microgeneration Scheme**" means the scheme operated by us to reward customers for the excess exportation of electricity spilt on to the local electricity network.

"**Obligation Period**" means the period set by Ofgem from 1 April to 31 March in any year.

"**Ofgem**" means the Office of Gas and Electricity Markets.

"**Premises**" means the address stipulated on your Contract or such other premises from where you are generating electricity using the Equipment.

"**Price**" means an amount equal to the price that we charge you for the electricity we supply to you at the Premises at the standard "follow-on" tariff in accordance with the Standard Terms.

"**ROC**" means a renewable obligations certificate issued by Ofgem for relevant electricity generated by your generating system in accordance with the Renewables Obligation Order 2006.

"**ROC Agent**" as defined at paragraph 11(a).

"**Standard Terms**" means the Juice Standard Domestic Terms of Supply.

"**we/us/our**" means Npower Limited (registered in England and Wales under company number 3653277) whose registered office is at Windmill Hill Business park, Whitehill Way, Swindon, SN5 6PB.

"**you**" means the person named on the Contract.

2. Commencement and Duration

The Contract will commence on the date upon which we acknowledge in writing receipt of your application form to join our Microgeneration Scheme and unless cancelled or terminated in accordance with paragraph 5 below, shall continue until the Expiry Date.

3. Eligibility

(a) You will be eligible for our Microgeneration Scheme if you fulfil the following criteria:

- you are a customer of Npower Juice;
- the generation of electricity conducted by you on the Premises is for wholly or mainly domestic purposes;
- the maximum system size which you have installed at the Premises is 6 kWp;
- you have an Export Meter, a Generation Meter and Import Meter fitted at the Premises. In the event that you do not have an Export Meter fitted at the Premises you agree to allow us to arrange for one to be fitted at the Premises upon such date as is agreed between you and us, at your cost. Any dates given shall be estimates only;
- you have supplied us with the requisite

information reasonably requested by us in order to carry out the Npower Microgeneration Scheme (including the our appointment as a ROC Agent as set out at paragraph 11(a)).

(b) We reserve the right not to accept any Microgeneration System to participate in the Npower Microgeneration Scheme for such reason as we deem reasonably appropriate.

4. Price and Payment

(a) We shall pay to you an amount equal to the Price for any electricity which you have or are estimated to have exported, provided that you have supplied to us the necessary meter readings in accordance with paragraph 6(b) below.

(b) Payment shall be sent to you within 60 days of receipt of the necessary readings, payable by cheque or such other form as we shall notify you in writing. Time for payment shall not be a condition of the Contract.

(c) For the avoidance of doubt, we shall not be liable whatsoever to pay for any electricity exported by you which exceeds 6 kWp.

(d) We may alter the Price and will notify you of any price change.

(e) Upon termination of the Contract, howsoever arising, you may provide us with a reading from the Meters at the Premises as at the last date of the Contract. We shall pay you, in accordance with the provisions of this paragraph 4, for the electricity which has been exported to us since the last reading which was supplied to us in accordance with paragraph 6(b) below.

5. Ending your Contract

(a) You may cancel the Contract within 14 days of its commencement by writing to us at Npower, Energy Services, Oak House, Bridgwater Road, Warndon, Worcester, WR4 9FP and referring to your reference number.

(b) You may terminate the Contract at any other time with not less than 28 days notice to us in writing at the address set out in paragraph 5(a) above.

(c) The Contract will automatically terminate:

- in the event that you fail at anytime to comply with any of the eligibility criteria set out in paragraph 3 above;
- in the event that the Juice Contract is terminated howsoever caused;
- if you sell or vacate the Premises or if you change to a new supplier;
- in the event that either party commits a serious breach of the Contract.

(d) We reserve the right to terminate the Contract at anytime with not less than 28 days written notice to you.

(e) In the event of termination of the Contract (howsoever caused), we would ask that you complete the "What to do if you wish to leave the Scheme" form and return it to us at the address above. Any delay in returning this form may delay any final payment being forwarded to you under the Contract.

6. Obligations

(a) You will ensure that the installation of the Equipment at the Premises has been installed in accordance with the recommendations under ERG83 and that the G83 certificate has been forwarded to the appropriate distribution network operator.

(b) You shall provide to us readings from the Meters installed at the Premises every six months on the 1 April and the 1 October in any year prior to the Expiry Date. These figures shall be used to calculate the amount of electricity which you have exported over a specific period. In the event that

you are prevented, for whatever reason, from providing us with a reading from your Export Meter, you agree that estimated readings shall be provided by us using industry standard calculations based upon readings from your Generation Meter. Any payments made to you in relation to any estimated readings shall be estimated amounts. Upon receipt of actual readings taken from your Export Meter, we shall pay to you, in accordance with paragraph 4(b) any amounts owed to you where the actual amount is greater than the estimated amount or in the event that the estimated amount is greater than the actual amount, we reserve the right to request payment of the difference from you.

(c) We reserve the right to take our own readings from the Meters at the Premises and you will allow us and our agents safe access to the Meters at any reasonable time for the purpose of exercising our rights and obligations under the Contract including (without limitation) for the purpose of installing and fitting an Export Meter and/or a Generation Meter at the Premises in accordance with paragraph 3 above.

(d) You will ensure that you have entered into an appropriate agreement with your local distribution network operator which allows for the exportation of electricity onto the distribution network.

7. Liability

(a) Save as expressly provided in these Microgeneration Terms and subject to paragraph 7(b), we shall be under no liability whatsoever and howsoever caused or suffered by you arising out of the Contract.

(b) Nothing in these Microgeneration Terms excludes or limits our liability for death or personal injury caused by or resulting from our negligence or affects any statutory rights that you may have.

(c) The provisions of this paragraph 7 shall survive the termination of the Contract howsoever arising.

8. Dispute

In the event that we have a dispute with any Meter reading which you have provided to us or any amount owing to you, we reserve the right to carry out our own readings from your Meters and the provisions of paragraph 6(c) shall apply. If the dispute is upheld in our favour, any payments payable to you shall be adjusted to reflect the actual amount owing (if any) and in the event that we have made an overpayment to you, we shall seek a refund of the said payment from you or deduct it from any future amounts which may be owing to you in accordance with the Contract.

9. General

(a) Paragraphs 8 and 9 of the Standard Terms shall apply to this Contract as if they were included hereto.

(b) We reserve the right to vary or amend any of our obligations contained under the Contract or these Microgeneration Terms as a result of any change of law, relevant licence, agreement or code and shall notify you of any such changes and in any other event, we reserve the right to vary these Microgeneration Terms in accordance with paragraph 9 of the Standard Terms.

(c) Each Party acknowledges and confirms that it does not enter into the Contract in reliance upon any representation or warranty or other undertaking not fully reflected in the Contract or these Microgeneration Terms, save for any fraudulent misrepresentation.

(d) We may use any money which we owe to you to reduce any debt which you may owe to us or another npower group company, if that debt you owe relates in any way to, or arises out of, energy supply or your supply contract including any special terms.

10. Data protection

The data protection notice set out in paragraph 10 of the Standard Terms shall apply hereto and in addition, shall include the information which we obtain from you in relation to the generation and export of electricity by you.

11. ROCs

- (a) Upon commencement of the Contract you shall appoint us as agent to act on your behalf for the purpose of obtaining and receiving ROCs awarded for the electricity generated by your generation system ("ROC Agent"). You agree to provide us with the requisite information to enable us to accredit your generating system with Ofgem in order to receive ROCs. ROCs will not be issued if your generating system has not been accredited in accordance with the provisions set by Ofgem. In the event that your generating system fails to be or become accredited by Ofgem and as such, are not eligible to receive ROCs, you shall use all reasonable endeavours to assist us in accrediting your system with Ofgem.
- (b) Following appointment of us as your ROC Agent, you agree to transfer (with full title guarantee) all rights, title and interest in each and every ROC awarded for electricity generated by your generating system to us immediately upon issue of the ROC. In the event that you receive any ROC during the Obligation Period whilst we are or have been appointed as your ROC Agent, you shall notify us immediately and hold the same on trust for us and shall transfer such ROC to us in accordance with this paragraph 11(b) and execute any documents and do all acts reasonably required by us for the purpose of confirming such transfer. If you fail to execute any such document, you shall irrevocably appoint and authorise us to execute the same on your behalf.

- (c) In consideration of the transfer of each ROC to us in accordance with paragraph 11(b), we shall pay to you a price per ROC as set by Ofgem. Please refer to www.ofgem.gov.uk for the current price. We shall aim to pay you for each ROC at the end of October in each year, provided we have received the ROC from Ofgem and it has been transferred to us by you in accordance with paragraph 11(b) above.
- (d) We reserve the right to charge an administration fee to act as agent on your behalf which shall not be more than £5 per annum, unless otherwise notified to you in writing. The administration fee will be deducted from the payment made to you in accordance with paragraph 11(c) above.
- (e) You shall ensure that the requisite information provided by you is true and correct. In the event that any ROCs are revoked by Ofgem at any time as a result of false or incorrect information supplied by you, you shall repay any amounts that we have paid to you in accordance with paragraph 11(c) for those ROCs that have been revoked.
- (f) In the event that you wish to cancel our appointment as ROC Agent, please notify us in writing. We shall then notify Ofgem of your request. The cancellation of our appointment shall become effective at the end of the Obligation Period in which such notice was issued, provided that you have notified us of your cancellation within 21 days of the Obligation Period, you shall then be entitled to appoint a new agent. Following notice of cancellation, all ROCs earned by your generating system shall be issued to us until the end of the Obligation Period and the provisions of conditions 11(b) and (c) shall apply to such ROCs.
- (g) The provisions of this paragraph 11 shall only relate to ROCs issued to your generating system following the date of the Contract and shall not relate to ROCs which you have already received or are due to receive for any period prior to the date of the Contract. Subject to any regulations or legal requirements provided by the Gas and Electricity

Markets Authority and/or its delegated management/administrative functions operating under the name of Ofgem or any other applicable regulatory body, we shall be under no obligation whatsoever to purchase from you any ROCs which you may be in receipt of prior to the date of the Contract but you shall provide to us first refusal to purchase, in our absolute discretion, in the event that you wish to sell the said ROCs.

- (h) Nothing in these Microgeneration Terms is intended to or shall operate to create a partnership, a joint venture or relationship of principal and agent between you and us notwithstanding the terminology used in these Microgeneration Terms and except as otherwise provided in these Microgeneration Terms, neither party shall have the authority to bind the other in anyway whatsoever.
- (i) This paragraph 11 shall continue in full force and effect following termination or expiry of the Contract until the end of the Obligation Period in which the notice to terminate was provided.