



Terms & Conditions

1. Definitions

1.1. In these terms and conditions, the following expressions will have the following meanings:-

“Agent” is Ecotricity as nominated by You for the representation and management of Your generating System and any power generated, with Ofgem; this includes but it not limited to the ROCs and REGOs;

“Contract” means the contract between You and Us described in clause 2 below;

“Electricity Supply Agreement” means a domestic supply contract between You and Us described in clause 2.1 below;

“Meter” means a meter of the kind described in clause 6.4 below;

“Metered Output” means the total amount of electricity generated from time to time by the System as measured by the Meter after making appropriate adjustments for any “input” electricity;

“Obligation Period” means the administrative period applicable to the issue of ROCs and REGOs, currently being 1 April to 31 March;

“OFGEM” means the Office of Gas and Electricity Markets, the body responsible for (amongst other things) administering the issue of ROCs and REGOs in accordance with the Relevant Legislation;

“Property” means the physical location being supplied with electricity;

“REGO” means a Renewable Energy Guarantees of Origin certificate attached to electricity produced from renewable sources, as defined in the Relevant Legislation;

“Relevant Legislation” means the Renewables Obligation Order 2002 (as amended), the Renewables Obligation Order 2009, The Electricity (Guarantees of Origin of Electricity Produced from Renewable Energy Sources) Regulations 2003 any other laws and regulations in force from time to time in relation to the issue of ROCs and REGOs;

“ROC” means a Renewable Obligation Certificate, as defined in the Relevant Legislation;

“System” means (as the case may be) Your wind turbine, solar PV installation, hydro electricity generating system or other renewable energy generation system;

“We/Us/Our” means The Renewable Energy Company registered number 3043412 whose registered office is at Axiom House, Station Road, Stroud, Gloucestershire, GL5 3AP and who trade as Ecotricity;

“You/Your” means, you, the person who wishes to have an Electricity Supply Agreement with Us and who also wishes to participate in Our Renewable Rewards scheme in

Terms & Conditions

accordance with these terms and conditions.

2. Supply Agreement

2.1 The Electricity Supply Agreement is a Contract between You and Us for the supply of electricity wholly or mainly for domestic purposes at the Property specified. You confirm that you own or occupy the Property.

2.2 You agree that, by entering into this Contract, you are also entering into a standard connection agreement with your electricity operator (the people who run the local grid). Please let Us know if you would like a copy of this.

2.3 This Contract will run from the date that you signed it or accepted it on the telephone, or the date of your online submission, or in the case of a deemed contract, from the date that You started to take supply. If we are taking over from another supplier, supply will commence on the start date notified to you.

2.4 From time to time we may need to make changes to these terms and conditions (including price). We will write and tell you about any material changes. If You are not happy with any change You can terminate the agreement in the way described under clause 12.

3. Generation Agreement

3.1 These terms and conditions govern the contractual relationship between You and Us in relation to the following matters:-

3.1.1 Our appointment as Your Agent for the purposes of claiming ROCs and REGOs in respect of the Metered Output;

3.1.2 The transfer by You to Us of any interest You have in ROCs and REGOs which We claim as Your Agent;

3.1.3 The payment to You of a fixed price per unit of Metered Output, as described in clause 5.2 below;

3.2 The Contract relating to the matters described above incorporates these terms and conditions and Your application (in the form specified by Ofgem) to appoint Us as Your agent for the purposes of claiming ROCs and REGOs. Subject to clause 3.3 below, the Contract will take effect from the date on which We receive confirmation of Your acceptance of these terms and conditions, together with a duly completed application form as described in the previous sentence.

3.3 The Contract will only take effect on the date referred to in clause 3.2 above if as at that date You are a registered customer of Ours for the purposes of receiving a supply of electricity to the Property at which the System is installed.

4. Charges

4.1 Our electricity prices and any other taxes or duties payable are available by post from Us on request or from Our website.

4.2 You agree to pay Our charges based on our prices for Your applicable tariff.

5. Supply Payment

5.1 Bills must be paid within 14 days of bill date unless We agree otherwise.

5.2 We will normally send You a bill or statement every three months. This bill may be

Terms & Conditions

based on an estimate of Your electricity consumption. You agree to pay this estimated amount or provide Your own reading.

5.3 If the Meter fails to register any electricity used You agree to pay for the amount that We reasonably estimate You have used.

5.4 We may require You to pay Our additional reasonable costs in respect of the following matters:

5.4.1 Debt recovery, including and not limited to, visits, warrant costs and any tracing costs;

5.4.2 Returned cheques or failed direct debits/standing orders;

5.4.3 Meter changes at your request;

5.4.4 Damaged Meters;

5.4.5 Meter accuracy test at your request, if meter proves accurate; Administration charges associated with transferred debt from a previous supplier.

5.5 If You do not pay your bills as agreed We can require You to pay by another method, including through a prepayment meter which may have higher charges.

6. Generation Payment

6.1 Although the Contract will take effect from the date described in clause 3.2 above, We will only be required to pay You a price for Metered Output in respect of periods when all of the following conditions are met:-

6.1.2 We are registered by OFGEM as Your Agent for the purposes of claiming ROCs and REGOs;

6.1.3 The System is accredited by OFGEM as a renewable energy generating station for the purposes of the Relevant Legislation. If at the time of appointing Us as Your agent under these terms and conditions the System is not accredited, We can apply for accreditation on Your behalf;

6.1.4 An OFGEM approved meter which is capable of measuring the Metered Output on a cumulative basis in KWh (Kilowatt hours) is installed and operational;

6.1.5 A grid connection agreement is in place in relation to the System with the licensed operator of the electricity distribution network for the area in which the System is located;

6.1.6 The installed capacity of System is no greater than 10kw, but the total amount of Metered Output in any 12 month period can nonetheless reasonably be expected to exceed 500 kWh. We will have not any obligation to pay You for any electricity generated in excess of this 10kw limit;

6.1.7 All Metered Output is either being consumed by You (or anyone else in Your Property) or is being "exported" to the national grid via the grid connection agreement referred to above.

If at any time, any of the conditions set out above ceases to be met, You must notify Us as soon as possible and We reserve the right not to pay You for any Metered Output generated during the period when any of these conditions is not met.

7. Our Obligations

7.1 Subject to confirmation from OFGEM and to the conditions set out at clause 6.1 above, We agree to act as Your agent for the purposes of claiming ROCs and REGOs in respect of the Metered Output. For any additional work We are required to do outside of Our duties as Your agent for these purposes, We may charge You a reasonable amount for Our time and materials and either invoice You for this amount or deduct it from anything We may owe You under clause 7.2 below.

7.2 Subject to these terms and conditions, in particular clause 6.1 above and 8.2

Terms & Conditions

below, We will pay You a fixed price (inclusive of any VAT or other tax or charges which may apply) for each Kilowatt-hour of Metered Output. Currently that price is 12 pence per kWh, but We reserve the right to alter the price at any time on giving You advance notice to reflect changes in the market price of ROCs.

7.3 We will make a single payment covering the total amount We owe You under clause 7.1 for each Obligation Period within 60 days of the end of that Obligation Period. We reserve the right to make the payment by deducting an equivalent sum from any amounts You owe Us in respect of electricity supplies We have made to You, but will otherwise send You a cheque for the relevant amount.

8. Your Obligations

8.1 In return for Our agreement to make payments to You under clause 7 above in respect of particular Metered Output, You agree to surrender and transfer to Us immediately all rights and interests You may acquire from time to time in relation to ROCs and REGOs which are associated with that Metered Output. If We ask You to do so, You must promptly enter into any further documents that We reasonably require You to enter into in order to confirm the transfer of ROCs and REGOs to Us.

8.2 We are dependent on You providing Us with full and accurate information about the System and the Metered Output and so it is essential that You comply with the obligations set out in this clause 8. If You fail to do so and this means that We are unable to claim ROCs and REGOs on Your behalf in respect of particular Metered Output, We reserve the right not to pay You for any of that Metered Output.

8.3 You must provide Us promptly with any information, co-operation or assistance We reasonably require in order to perform Our own obligations in connection with the Contract. You must also ensure that all information You give Us from time to time (including information set out in the application form described in clause 3.2 above) is accurate and complete in all respects.

8.4 In particular, You must supply Us with the following accurate Meter readings (in respect of the Metered Output) at the following times:-

8.4.1 an initial reading when requested by Us at the time We are first appointed as Your agent for the purposes of claiming ROCs and REGOs;

8.4.2 a reading for the Metered Output as at the end of the Obligation Period to be supplied to Us within 5 days of the end of the Obligation Period

8.4.3 any other reading We request from You from time to time, each to be supplied within 5 days of Our request.

8.5 You must take all reasonable steps to maintain the System and the Meter to ensure the accuracy of meter readings You provide from time to time. You are responsible at Your own cost for replacing or making any necessary repairs to the Meter and if at any time You believe the Meter may be recording inaccurately, You must inform Us as soon as possible.

8.6 In order to verify the accuracy of information You provide to Us from time to time, You must on receiving reasonable prior notice from Us permit Our authorised representatives to have access to Your premises in order to inspect the System and/or the Meter.

9. Cutting Off Supply

9.1 We may cut off Your supply:

9.1.1 in accordance with the provisions of the Electricity Act 1989 after 7 days notice if charges are outstanding 28 days after delivery of the bill;

9.1.2 if You are unable to pay Your debts after all other remedies have failed or commit a serious breach of this contract;

9.1.3 if it is not reasonable in all the circumstances for Us to be required to supply You; or

9.1.4 if We are required to do so by law or in case of an emergency.

9.2 You must pay our reasonable costs incurred in cutting off and reconnecting your supply including all visits to the Premises. We will not reconnect your supply until you have paid all our charges and costs and put right any breach of the contract to our satisfaction.

10. Access to the Property

10.1 You will allow Us and Our agent/s safe access to the metering equipment at any time in case of emergency and at all reasonable times for the purpose of exercising our rights and obligations under this Electricity Supply Agreement and the Electricity Act 1989 (as amended from time to time).

11. Data Protection Notice

11.1 Information that You provide or We hold about You (whether or not under contract/s) may be used by Us and Our agents to check Your details with one or more licensed credit-reference and fraud prevention agencies. A record of any search may be kept by Us and the agency. If a person provides false or inaccurate information and We suspect fraud, this is also recorded.

11.2 Your information may be used by Us and shared with Our agents and relevant industry bodies to:-

11.2.1 enable Us to supply You with electricity. You agree to Your old supplier providing Us with all the relevant details to assist with the transfer and transfer ring to Us the right to collect any debt You may owe to that supplier, together with any relevant account details.

11.2.2 trace debtors, recover debt, prevent fraud and manage Your account. We may share information about the way in which You conduct Your account with other financial institutions and credit reference agencies. This includes those who have moved house and are in default.

11.2.3 use call data management for quality assurance and to verify Your identity. Calls may be monitored to make sure We are meeting our legal and regulatory requirements.

11.2.4 undertake market research or providing up-to-date information on products and special offers (unless You have opted out).

11.3 If You need details of the credit agencies from which We get, and which We record information about You, please write to Data Protection Manager, Axiom House, Station Road, Stroud, GL5 3AP.

11.4 Where We believe that You, or a member of your household, needs extra care due to factors such as age, health, disability or financial insecurity, We may record this fact on our records. We will use this information specifically for protecting 'extra care' customers and their household from loss of service.

11.5 If You give us information on behalf of someone else, You confirm that you have given them the information set out in this document and that they have not objected to their personal information being used in the way described in it.

12. Supply Cancellation

12.1 You must give Us 28 days notice in writing but the agreement will not end until another supplier starts to supply the Property or the supply is cut off because it is no longer required. We may provide Your new supplier with all your relevant details to assist with the transfer.

12.2 If we tell You of any proposed price increase or material change to these terms and conditions, You may cancel this Electricity Supply Agreement by giving us 14 days written notice (within 14 days of the notice date). If you are unable to arrange a new supplier, the supply will continue under the new terms and conditions from the date referred to in Our notice.

12.3 You must give us at least 10 working days notice in writing, by telephone or on-line via Our website if You are permanently leaving the Property supplied. If You do not give proper notice You will continue to be responsible for all charges under Our Electricity Supply Agreement until the new owner or occupier becomes responsible for the supply.

12.4 If you end Our agreement You are required to provide a final meter reading on the date of termination.

12.5 We may object to a transfer if You owe us money or there are any billing issues outstanding, or We may transfer to Your new supplier the right to recover any debt, together with full details of the debt.

12.6 You or We may end a contract immediately if Our licence to supply is revoked.

13.2 Generation Cancellation

13.1 Either You or We may terminate the Contract with effect from the end of any Obligation Period by giving at least 40 days prior written notice to the other and to OFGEM (i.e. notice to be given at least 40 days before the end of the Obligation Period).

13.2 Clauses 13.3 and 13.4 set out the additional rights that We and You will have to terminate the Contract at other times. However, termination in these circumstances may require the permission of OFGEM, so exercise of the termination rights is subject to obtaining that permission where required.

13.3 Subject to clause 13.2 above, We may terminate this Contract with immediate effect on giving You written notice if at any time any one or more of the following events occurs:-

13.3.1 You cease to be a customer of Ours for the purposes of receiving a supply of electricity to the Property at which the System is installed

13.3.2 You no longer own or control access to the System or the Meter;

13.3.3 We become unable as a matter of law to continue performing Our obligations under the Contract, for example where We do not have any licence which may be required for Us to perform those obligations;

13.3.4 Any of the conditions set out in clause 6 cease to be met, and the situation is not rectified such that all conditions will be met within a reasonable period of Us requiring the situation to be rectified;

13.3.5 We have reasonable grounds for suspecting that You have interfered with the Meter and/or provided Us with a falsified meter reading;

13.3.6 You commit a serious breach of the Contract and, where capable of rectification, fail to rectify that breach within a reasonable period specified by Us;

13.3.7 You become bankrupt.

13.4 Subject to Clause 13.2 above, You may terminate the Contract with immediate effect on giving Us written notice if at any time We commit a serious breach of the Contract, and where capable of rectification, fail to rectify that breach within a reasonable period specified by You.

14. Liability

14.1 Neither You nor Us will be liable for breaches of our Electricity Supply Agreement caused by anything beyond Your or Our reasonable control.

14.2 Neither You nor We will be liable for the loss of use, profits or revenue or any indirect or consequential loss arising out of our Electricity Supply Agreement.

15. General

15.1 We will not be liable to You for any failure to perform or delay in performing Our obligations under the Contract where this is caused by circumstances beyond Our reasonable control.

15.2 You agree that information that You provide to Us from time to time may be

disclosed to OFGEM or to any other third parties where necessary for Us to perform Our obligations under the Contract or any applicable law.

15.3 We reserve the right to vary these terms and conditions at any time on giving You written notice where We reasonably consider that a variation is necessary in order to comply with or take account of the Relevant Legislation or any other applicable law.

15.4 We will not lose any right We have under the Contract if on a particular occasion We choose not to exercise that right or delay exercising it.

15.5 The laws of England, Wales & Scotland apply to Your Electricity Supply Agreement with Us.