

Igloo Energy's Statement of Feed-in Tariff Terms

These were last updated on 5th April 2018 – Version 2.1

1. Our contract

These are the terms and conditions that are applicable to Your participation in the UK government's Feed-in Tariff scheme ("FIT Scheme") through Igloo Energy.

- 1.1. If You hold an account with Us, You're Our customer. Our confirmation and Our statement of FIT terms, once agreed by You, will form the basis of a legally binding contract (the "Agreement") between You and Us for your participation in the FIT Scheme.
- 1.2. **We/Us/Our** are Igloo Energy Supply Limited, a company (Registered in England and Wales No. 09812716) and Our registered office address is The White Building, 1-4 Cumberland Place, Southampton, SO15 2NP.
- 1.3. **You/Your** are the person who owns the relevant renewable electricity generating system, also known as the "FIT Generator".
- 1.4. Your contract with Us will start as set out in Clause 3.

2. Definitions

"**Accreditation**" means the process of accreditation via one of the following routes:

- (a) Microgeneration Certification Scheme (MCS) which certifies Microgeneration products and installers in accordance with the relevant standards;
- (b) ROO-FIT is the process of accreditation by the Authority for Eligible Installations not covered by MCS;

"**Agreement**" has the meaning given in clause 1.1 above;

"**Application Form**" means the application form for participation in the FIT scheme provided to You by Us from time to time;

"**Approved Generation Meter**" means an electricity meter that complies with the Metering Regulations and measures how much electricity is generated by your Eligible Installation;

"**Approved Export Meter**" means an electricity meter that complies with the Metering Regulations and measures how much electricity is exported to the grid by your Eligible Installation;

"**Authority**" means the Office of Gas and Electricity Markets (OFGEM);

"**Central FIT Register**" means the register kept and maintained by the Authority for the purpose of recording details of the FIT Scheme;

"**Connected Person**" means any person connected to You or a Nominated Recipient within the meaning of section 1122 of the Corporation Tax Act 2010;

"**Eligible Installation**" has the meaning given to it in clause 4.1.1;

"**Export Meter Reading**" means the measure by an Approved Export Meter of the amount of electricity exported to the grid by Your Eligible Installation;

"**Export Tariff Payment**" means a payment under the FIT Scheme in respect of electricity exported by your Eligible installation as described in clause 5.2;

"**FIT Confirmation**" means the welcome pack or schedule that We will send You to confirm that Your application has been successful and contains amongst other things details relating to the registration of Your Eligible Installation on the Central FIT Register;

"**FIT Licensee**" means either a voluntary or mandatory FIT Licensee as defined in the FIT Scheme Rules;

"**FIT Scheme**" means the scheme covered by the FIT Scheme Rules;

"**FIT Scheme Rules**" means the relevant standard license conditions applicable to electricity suppliers which govern the operation of the FIT Scheme, the Feed-in Tariff Order 2012 (as amended) and any other legislation, rules or guidance (including that published by the Authority) which apply to the FIT Scheme from time to time;

"**Generation Meter Reading**" means the measure by an Approved Generation Meter of the amount of electricity generated by Your Eligible Installation;

"**Generation Tariff Payment**" means a payment under the FIT Scheme in respect of electricity generated by your Eligible Installation;

"**Generation Unit(s)**" means a unit that generates electricity from one of the following technologies: solar photovoltaic, anaerobic digestion, hydro or wind up to 5MW installed capacity or micro combined heat and power (CHP) units up to 2kW installed capacity;

"**kW**" means kilowatt;

"**Metering Reading(s)**" means either a Generation Meter Reading or an Export Meter Reading;

"**Metering Regulations**" means all regulations with which Approved Generation Meters and/or Approved Export Meters must comply with as part of the FIT Scheme Rules;

"**MW**" means megawatt;

"**Nominated Recipient**" means the person You have appointed to receive payments under his Agreement;

"**Reading Date**" means the date(s) by which You are required to provide Us with Meter Readings as applicable for particular quarters. These will be the dates set out in Your FIT Confirmation or any revised dates that We may notify You of from time to time in order to reflect changes to the quarterly basis on which We administer FIT Payments.

3. Commencement date and duration

- 3.1. This Agreement will start, and Your participation in the FIT Scheme through Us will become fully effective, when (but not before) all of the following have happened:
 - 3.1.1. Your Eligible Installation has been registered on the Central FIT Register;
 - 3.1.2. Your Eligible Installation is recorded on the Central FIT Register as being owned by You;
 - 3.1.3. We are recorded on the Central FIT Register as being the FIT Licensee in respect of Your Eligible Installation
 - 3.1.4. We have received a signed copy of your Application Form confirming Your agreement to Our FIT Scheme Statement of FIT Terms
 - 3.1.5. We have received a signed copy of Your FIT Confirmation confirming Your agreement to the details contained therein
- 3.2. Your FIT Confirmation will set out the following details:
 - 3.2.1. Your Eligibility Date and Eligibility Period, as recorded on the Central FIT Register;
 - 3.2.2. the relevant Generation Tariff and (if applicable), Export Tariff, rates that will be used for calculating any payments due (see Clause 7 for more details)
 - 3.2.3. the relevant Reading Dates by which You must provide Us with a Generation Meter Reading and, if applicable, Export Meter Reading.
- 3.3. This Agreement will continue until such time that it is terminated under Clause 8 below.

4. Eligibility for FIT Scheme

- 4.1. Your Eligible Installation may be eligible for Generation Tariff Payments if all of the following criteria are met:
 - 4.1.1. The Generation Unit(s) described in the Application Form is an Eligible Installation as described in the FIT Scheme Rules;
 - 4.1.2. Your Eligible Installation has a total installed capacity under 5MW (or 2kW for micro CHP);
 - 4.1.3. You are the owner of the Eligible Installation;
 - 4.1.4. Your Eligible Installation has the necessary Accreditation;
 - 4.1.5. Your Eligible Installation has an Approved Generation Meter fitted that measures all electricity generated;
 - 4.1.6. Your Eligible Installation is fully installed and commissioned;

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- 4.1.7. Your Eligible Installation is not registered to receive Generation Tariff Payments with any other energy supplier;
- 4.1.8. Your Eligible Installation is not registered to claim ROCs;
- 4.1.9. You will be required to re-confirm the information You have provided Us at least annually. We will contact you when required for your re-confirmation;
- 4.1.10. You have not received, or will be receiving, any grants from public funds that have been used for the purchase or installation of Your Eligible Installation or if You have received any grants in relation to costs, You have repaid them in full if this is required, in accordance with the FIT Scheme Rules;
- 4.2. If Your Eligible Installation is connected to the electricity grid, You may be eligible for fixed Export Tariff Payments.
- 4.3. By accepting these Statement of Feed-in Tariff Terms, You confirm that You have informed Us of any and all other Central FIT Register registered Eligible Installations, including any extensions, to which You or your Nominated Recipient are a Connected Person.
- 4.4. You agree to keep Us informed in writing of any changes to any of the information we or the Central FIT Register may hold on You. It is Your responsibility to ensure that the information about You and Your Eligible Installation is complete and accurate.
- 4.5. If We ask You to do so and we give You reasonable notice, You agree to give Us or any person authorised by Us, safe access to Your premises for any of the following reasons:
- 4.5.1. to inspect and test any Approved Generation Meter and/or Approved Export Meter and to verify Generation Meter Readings and/or Export Meter Readings;
- 4.5.2. to inspect the Eligible Installation and verify the accuracy of any information You have provided to Us in relation to the FIT Scheme and/or this Agreement.
5. **Generation and export metering**
- 5.1. You must have an Approved Generation Meter fitted to Your Eligible Installation in an accessible location (as defined in clause 5.3)
- 5.2. If Your Eligible Installation has an installed capacity of more than 30kW and You wish to claim Export Tariff Payments, then You must ensure that an Approved Export Meter is fitted in an accessible location (as defined in clause 5.3) to measure all electricity exported to the grid. If You do not have an Approved Export Meter fitted and the installed capacity is more than 30kW, You will be unable to claim Export Tariff Payments. If Your Eligible Installation has a capacity of less than 30kW and You do not have an Approved Export Meter fitted and Your Eligible Installation is connected to the grid, the amount of electricity exported will be calculated by Us on a "deemed" basis in accordance with the FIT Scheme rules.
- 5.3. If you wish to receive Export Tariff Payments You must notify Us of this in writing on the application form. If you currently receive Export Tariff Payments on a "deemed" basis and wish to instead receive export payments, then You must notify Us of this in writing with details of Your Approved Export Meter that has been fitted.
- 5.4. If You are an off grid generator, then You agree to the following declaration: "I hereby declare that it is my intention to use any and all electricity generated by my FIT installation and that I fully understand that any electricity generated but not so used will not be eligible for FIT payments".
- 5.5. Clauses 5.1 and 5.2 require that relevant meter(s) are in an accessible location. As a general rule, this means that they are in a location and position that is easily accessible without any tools, ladders or a torch; and that Your installer has installed the relevant meters in accordance with relevant industry guidance relating to accessibility issues, including guidance issued by the MCS. If We reasonably consider that, following a visit by one of Our appointed metering agents or contractors, Your relevant meters are not easily accessible, We have the right to require You to pay a reasonable charge, based on the additional costs payable to Our agent for gaining the necessary access.
- 5.6. You are responsible for ensuring that the relevant meter(s) are operating properly and paying for any required maintenance of the relevant meter(s). You are responsible for ensuring that You provide Us with accurate Meter Readings by no later than the Reading Dates. If You do not provide Us with a particular Meter Reading by the required Reading Date, We will have the right to suspend payment for the quarter in question and not make any further payment until the following quarter or any subsequent quarter following the resolution of the issue.
- 5.7. You must allow Our appointed agents or contractors to access Your premises in order to conduct any inspection or testing of your relevant meters and/or Eligible Installation to enable Us to verify the accuracy of information provided to Us. We are required to ensure that site visits like this happen every two years, but have the right to carry them out more frequently than this.
- 5.8. If We reasonably suspect that that Meter Readings are not accurate and You are unable to provide proof of accuracy of the relevant meter or We are unable to get access to Your site to verify the accuracy of the relevant meters, We will have the right to suspend any Generation Tariff Payment or Export Tariff Payments for the quarter in question and not pay You until the following quarter (assuming it has been solved by then).
- 5.9. You must contact Us and your electricity supplier (if not Us) immediately if the electricity import meter at the site at which the Eligible Installation is located is running backwards. If You are not the occupier of the site, You must still contact Us and also ensure that the occupier will contact its electricity supplier immediately. Further information on meters that run backwards is available at www.ofgem.gov.uk
- 6. Payments**
- 6.1. We will make Generation Tariff Payments and Export Tariff Payments to You (or Your Nominated Recipient) in accordance with the information held on the Central FIT Register.
- 6.2. We will make Generation Tariff Payments and Export Tariff Payments to You (or Your Nominated Recipient) in line with the rates published by the Authority, as amended from time to time. If this happens, We will inform You in Your next payments statement and Your payment will be adjusted to reflect this change.
- 6.3. If You provide Us with a valid meter reading within the required timescales, We will then make payments to You using the details You have provided Us. If You provide a Meter Reading late, We will have the right to suspend any payment until the following quarter (assuming it has been received by then).
- 6.4. VAT is not applicable to Generation Tariff Payments.
- 6.5. You are responsible for determining whether or not You are required to charge VAT on Export Tariff Payments, being amounts paid for electricity exported to the grid by your Eligible Installation, please refer to HMRC for further guidance on this. If You are required to charge VAT on Exported Tariff Payments, any Export Tariff Payments and the associated VAT will only be paid once You provide Us with a valid VAT invoice.
- 6.6. If You dispute the amount due or a payment statement, please contact Us immediately and we will work with you to seek to resolve the issue.
- 6.7. If We have been notified by the Authority that Your Eligible Installation has been suspended or removed from the Central FIT Register or otherwise that You have been suspended from participating in the FIT Scheme, We will have the right to suspend payment of any further payments unless and until We are told by the Authority that We can recommence payments to You.
- 6.8. We will have the right to reduce, recoup or withhold Generation Tariff Payments and/or Export Tariff Payments in the event that you are involved in the abuse of the FIT Scheme and this has been recorded on the Central FIT Registry.
- 6.9. No interest shall be payable on any accrued amount.
- 6.10. You are (and the Nominated Recipient where applicable is) responsible for paying any tax that may be due in relation to FIT Payments paid out by Us.

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- 6.11. 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.
- 6.12. You must keep records of all generation meter readings and if applicable export meter readings and 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 further FIT Payments.

7. National Terms of Connection

- 7.1. If Your Eligible Installation is connected to the grid to allow you to export generated electricity, You must ensure that You have obtained any permission that is needed from the local network operator to make these exports and that You comply with any requirements that they have placed upon You. If a connection agreement with the local network operator, covering the export arrangements, is not already in place then We may be required to ensure that You enter into a standard connection agreement with the network operator under the industry standard procedure described in clause 7.2 below.
- 7.2. Your supplier is acting on behalf of Your network operator to make an agreement with You. The agreement is that You and Your network operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that You enter into this contract and it affects Your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection where Your network operator delivers electricity to, or accepts electricity from, Your home or business. If You want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF. You can also phone 0207 706 5137, or see the website at www.connectionterms.co.uk.

8. Ending Your contract

- 8.1. If You are not happy and want to leave Us at any time, You should contact Our team and they will do their best to help solve any issues You might have.
- 8.2. If You still want to leave Us, You must write to Us informing Us that You wish withdraw from the FIT Scheme altogether or switch to another FIT Licensee. If the reason You wish to terminate this Agreement is because You are switching to another FIT Licensee, then clause 9 below will apply and the termination will take effect once the new FIT Licensee has been registered as Your FIT Licensee on the Central FIT Register.

- 8.3. This Agreement will terminate automatically in any of the following circumstances:
- 8.3.1. If You cease to be the owner of the Eligible Installation (see clause 10 above moving home);
- 8.3.2. if, for any other reason, You cease to be eligible to continue participating in the FIT Scheme in relation to the Eligible Installation (for example, where the Authority has removed the Eligible Installation from the Central FIT Register on a permanent basis or because the eligibility period has expired);
- 8.3.3. if at any time we cease to be a FIT Licensee.
- 8.4. We may terminate this Agreement at any time if You are in breach of any specified terms, if We are instructed to terminate this Agreement in order to comply with the FIT Scheme rules and/or as a result of any direction by the Authority. We may also terminate this Agreement if the government withdraws or materially changes the FIT Scheme.

9. Switching

- 9.1. You will have the right to terminate this Agreement at any time if You wish to switch to another FIT Licensee. You must inform Us in writing of Your wish to terminate this Agreement for this reason and provide Us with details of the FIT Licensee to whom You wish to switch. You will also need to have applied to your new FIT Licensee so that it can instigate the switching process by making the necessary changes to the Central FIT Register. We will then participate in the switching process as necessary in order to facilitate the switch to Your new FIT Licensee.
- 9.2. As part of the switching process, You will need to provide your new FIT Licensee with a Meter Reading (or Meter Readings) for the switch date. The new FIT Licensee will then finalise the switch on the Central FIT Register and provide us relevant meter reading(s) for the switch date. We will not have any responsibility for making a final payment to You under this Agreement until We have received the necessary final meter reading(s).

10. Moving house

- 10.1. If You are moving home or business premises and as part of this move, You cease to be the Owner of the Eligible Installation this Agreement will terminate automatically. However, if You move home and You agree with the new occupant that You are the owner of the eligible installation, then You will:
- 10.1.1. notify Us of any new address We should use for corresponding with You;
- 10.1.2. provide Us with evidence (for example a copy of a lease agreement) showing that, even though You have moved, You

continue to be the owner of the Eligible Installation;

- 10.1.3. continue to comply with the obligations of this Agreement, including ensuring that You are able to provide Us with Meter Readings and allow Us to gain access to the premises as we require as described in this Agreement.

- 10.2. If You cease to be the owner of the Eligible Installation, You must inform Us of this. If the new owner wishes to participate in the FIT Scheme through Us, You can facilitate this by requesting a form from Us that provides Us with information on the new owner, which following receipt by Us will enable Us to enter into a new Agreement with the new owner directly.

11. Changes to this contract

- 11.1. We can make changes to this contract at any time by giving You written notice of any changes. We will typically try to give You 30 days' prior notice. We have the right to make changes with less than 30 days' notice where it is necessary to comply with any change in the FIT Scheme rules, any other change in law or regulations that we are subject to, or due to any change on the Central FIT Register or by direction by the Authority.
- 11.2. We reserve the right to make a change to charge You an annual fee for providing FIT Licensee services. If We were to make this change, We would give You 30 days' notice explaining how and when the fee would be payable and You would have the right to terminate this Agreement under clause 8 above if You did not wish to be bound by the change.
- 11.3. You can't transfer any of Your rights or responsibilities under this contract to another person. We can transfer all or any part of this contract to another supplier but if We did so, Your rights and obligations under this Agreement will not be affected.

12. Changes to Your system

- 12.1. You must let Us know in writing, as soon as reasonably possible if You make any modifications or changes (including any extensions) to Your System as this may affect its eligibility and capacity calculations which, in turn, may affect Your Tariff Code, Generation Tariff and Export Tariff.
- 12.2. If You don't tell Us and we then discover this has happened 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

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We will in turn update You of the change to be made and may send You a revised FIT Plan. 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 15 January 2016 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 pro-rata 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 attach a battery storage device (or such other device that has the same or similar objective) You must notify Us as soon as reasonably possible and provide to Us documentation relating to such device as may be reasonably requested by Us.

13. Liability

- 13.1. We do not limit or exclude liability for death or personal injury cause by Our negligent acts or omissions
- 13.2. We will not be liable to You for any failure to comply with this Agreement which is directly or indirectly caused by any circumstances beyond Our reasonable control. You will not be liable to Us for any failure to comply with this Agreement which is directly or indirectly caused by any circumstances beyond Your reasonable control.
- 13.3. We will not, under any circumstances (even if caused by Our negligence), be liable to You for any economic loss (for example, loss of profit, income, business, contracts or goodwill) which You suffer or any other loss which You suffer which would not reasonably have been expected, at the time the Agreement was entered into, to follow from any failure by Us to comply with its terms. In addition, Our liability for any loss or damage, other than personal injury or death, which is caused by Our negligence or failure to comply with any other obligation owed to You will not exceed £5,000 in total. However, nothing in this clause is intended to limit or exclude Our liability for paying FIT payments which are properly claimed by You under this Agreement.
- 13.4. You will not, under any circumstances (even if caused by Your negligence), be liable to us for any economic loss (for example, loss of profit, income, business, contractors or goodwill) which We suffer or any other loss which We suffer which would not reasonably have been expected, at the time the Agreement was entered into, to follow from

any failure by You to comply with its terms. In addition, Your liability for any loss or damage, other than personal injury or death, which is caused by Your negligence or failure to comply with any other obligation owed to Us will not exceed £5,000 in total. However, nothing in this clause is intended to limit or exclude Your liability for: (i) paying back to Us any FIT payments which We are entitled to recoup from You under this Agreement; or (ii) paying Us any charges which are properly claimed by Us under this Agreement.

14. Our standards of service and complaints

- 14.1. When providing information to You (whether in writing, by electronic display or orally) in relation to the FIT Scheme, We shall take reasonable steps to ensure it is complete and accurate, is capable of being easily understood, does not mislead You, is otherwise fair, transparent, appropriate and delivered in a professional manner both in terms of content and in terms of how it is presented (with more important information being given appropriate prominence).
- 14.2. We will take all reasonable steps to agree in writing a Statement of FIT Terms with You as regards to an Accredited FIT Installation within ten working days of the Confirmation Date, such agreement not to be unreasonably withheld.
- 14.3. We will not impose any obligations on You which are additional to, or more onerous than those that are necessary to enable the Us to meet Our obligations under the FIT Scheme
- 14.4. We will fulfil Our obligations under the FIT Scheme efficiently and expeditiously.
- 14.5. If You have a complaint, please contact Our team who will do everything they can to resolve it. You can raise it with Us by:
- 14.5.1. Calling Us on 0333 405 5555
- 14.5.2. Sending Us an email at: fit@igloo.energy or through the contact form on Our website.
- 14.5.3. Writing to Us at: Igloo Energy, The White Building, 1-4 Cumberland Place, Southampton, SO15 2NP.
- 14.6. We always aim to respond to Your complaint within 24 hours of when We receive it. If You are unhappy with Our response, You can ask for it to be escalated to a senior manager. They will then be in touch within 14 days.
- 14.7. If Our team are unable to resolve Your complaint to Your satisfaction, You will receive a letter with Our final response, this is called a deadlock letter. The deadlock letter will give You details of what's happened and how We have dealt with Your complaint, along with contact details for the Energy Ombudsman.
- 14.8. If We have not have responded to You within eight weeks, You also have the right to refer Your complaint to the Energy Ombudsman.

- 14.9. You can find out more details about the Energy Ombudsman here: <https://www.ombudsman-services.org/energy.html>
- 14.10. You have a duty to participate in any complaints procedure on disputes in relation to compliance with obligations under the FIT Scheme.

15. Data protection and how we use your data

- 15.1. Information You provide to Us under this Agreement or any Nominated Recipient can be used by Us, the Authority or any other relevant regulatory authority, government departments or industry bodies for the purpose of administering, reporting on, auditing and performing statistical analysis on the FIT Scheme. We will have the right to share information of this kind with the Authority and any other relevant regulatory authorities for these purposes.
- 15.2. We will use the information You share with Us about Your Eligible Installation for purposes such as market research, billing and providing up to date information on energy efficiency and safety issues.
- 15.3. We may monitor and/or record telephone calls to help us improve our customer service, for security purposes, for administering your account and for debt management purposes.
- 15.4. You must ensure that where You provide Us with personal data relating to any other individual, You have their permission to do so and You have notified them that their information will be processed and used in the manner herein described.

16. Other conditions

- 16.1. The laws of England and Wales or Scotland apply to this contract, depending on where Your property is.
- 16.2. If You break any part of this contract and We don't respond right away, that doesn't necessarily mean We won't do anything about it later on.
- 16.3. If there is any inconsistency between this Agreement and any other documents sent to you in relation to the FIT Scheme, these terms and conditions will prevail.
- 16.4. If You require anything from Us, in addition to our obligations under this Agreement, we reserve the right to make a change for any work or materials necessary including administration charges.
- 16.5. If a court, the Authority or any other regulatory authority tells Us that a part or Clause of this contract isn't valid, the rest of the contract will still apply
- 16.6. We won't tolerate violence, physical aggression, verbal or written abuse towards Our staff or agents. If it happens, We will take legal action or report it to the police.