

# Feed-in-Tariff **Terms & Conditions**

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# Robin Hood Energy's Feed-in Tariff

# Terms & Conditions

## Introduction

These are our terms and conditions that are applicable to participation in the UK government's Feed-in Tariff scheme (FiT Scheme) via Robin Hood Energy. References in this document to "You" or "Your" are to the "FiT Generator" i.e. the person who owns a relevant renewable electricity generating system and wishes to participate in the FiT Scheme. References in this document to "We" or "Us" or "Our" are to Robin Hood Energy Limited (company number 08053212), whose registered office is Loxley House, Station Street, Nottingham, NG2 3NG. You should pay particular attention to the clauses highlighted in bold.

## 1 About this Agreement

- 1.1 Our Confirmation Letter and these Terms and Conditions together constitute Our Statement of FiT terms for the purposes of the FiT Scheme and, once agreed by You, will form the basis of a legally binding contract (the "Agreement") between You and Us.
- 1.2 This Agreement is separate to the terms and conditions for the supply of gas and electricity that You may have with us and shall not affect Your rights and obligations under those terms.

## 2 Definitions

We use certain key words in these Terms and Conditions. We will explain these key words below. In other clauses where We use an important term, We will explain it there.

"Agreement" means these Terms and Conditions and Your Confirmation Letter;

"Application Form" means Our "Feed-in Tariff Application form" which You have completed and returned to Us in order to participate in the FiT Scheme. If You provide Us with any revised or supplementary information during the application process, it will become part of the Application Form for the purposes of this Agreement;

"Authority" means The Office of the Gas and Electricity Markets (Ofgem) or any other authority which becomes responsible in the future for administering the FiT Scheme or aspects of it;

"Central FiT Register" means the register kept and maintained by the Authority for the purposes of the FiT Scheme;

“Confirmation Letter” means the letter that We send You by way of confirmation that Your application to participate in the FiT Scheme via Us has been successful and containing (amongst other things) details relating to the registration of Your Eligible Installation on the Central FiT Register;

“Eligible Installation” means the renewable electricity generating system described in the Application Form at Your premises which is compliant with the FiT Scheme;

“Export Meter” means a meter which measures the amount of electricity, generated by Your Eligible Installation, which is then exported to the grid;

“Export Payment” means a payment to You which is based on the amount of electricity, generated by Your Eligible Installation, which has been exported to the grid and measured by the applicable Export Meter or which is treated as having been exported to the grid;

“Eligibility Date” means the date from which Your entitlement to FiT Payments commences, as recorded in the Central FiT Register and confirmed in the Confirmation Letter;

“Eligibility Period” means the maximum period during which You are entitled to receive FiT Payments, as recorded in the Central FiT Register and confirmed in the Confirmation Letter;

“FiT Licensee” means a licensed electricity supplier which is participating in the FiT Scheme.

“FiT Payment” means a payment under the FiT Scheme in respect of electricity generated by Your Eligible Installation, being either a Generation Payment or an Export Payment;

“Generation Meter” means a meter which measures the amount of electricity generated by Your Eligible Installation.

“Generation Payment” means a payment to You which is based on the amount of electricity generated by Your Eligible Installation and measured by the Generation Meter;

“Metering Legislation” means all regulations with which Generation Meters and/or Export Meters must comply as part of the FiT Scheme which You as the FiT Generator must comply with,

“Nominated Recipient” means a person appointed by You to receive particular FiT Payments under this Agreement;

“Quarter/Quarterly” refers to the periods which are used for administering payments to You under the FiT Scheme. As at the date on which these Terms and Conditions were issued, the periods in question are the periods ending 31 March, 30 June, 30 September and 31 December in each year;

“Reading Window” means the period of time within which You must provide meter readings to Us for particular Quarters. The Reading Window will be

between 7th-21st of each March, June, September and December month unless agreed with Us otherwise.

### **3 Commencement and Duration**

#### Commencement

3.1 This Agreement will take effect as soon as (but not before):-

3.1.1 Your Eligible Installation has been registered successfully on the Central FiT Register including details that it is owned by You and that We are the FiT Licensee;

3.1.12 We have received a copy of Your signed Confirmation Letter agreeing to Our Statement of FiT Terms.

#### Duration

3.2 This Agreement will continue in force until it is terminated in accordance with clause 9.

### **4 Eligibility Criteria & Other Requirements**

#### Eligibility

4.1 By entering into this Agreement, You confirm that the criteria set out in the following parts of this clause are met:

4.1.1 You are the person identified as the owner of the Eligible Installation;

4.1.2 Your Eligible Installation is in Great Britain, does not contain equipment which has previously been accredited under the FiT Scheme or any other renewables support scheme and has a total installed capacity (within the meaning of the FiT Scheme) of no more than 5MW (or 2kW for micro CHP systems);

4.1.3 Your Eligible Installation has been commissioned and is MCS certified or ROO-FiT accredited;

4.1.4 A Generation Meter (and where applicable an Export Meter) which is compliant with the Metering Legislation is in place for Your Eligible Installation;

4.1.5 You have not received any grants made from public funds towards any costs of purchasing and/or installing Your Eligible Installation. If You have received any grants, You will have informed Us of this and We will have confirmed whether You are entitled participate in the FiT Scheme, in Your Confirmation Letter;

- 4.1.6 You have not and will not make any claims for renewables obligation certificates (ROCs) in relation to Your Eligible Installation;
- 4.1.7 For the period of this Agreement with Us , You have not received, and will not be receiving, any payments under the FiT Scheme from any other energy company;
- 4.1.8 If Your Eligible Installation is not “off-grid” within the meaning of the FiT Scheme then it is connected to the network in accordance with the Electricity Safety, Quality and Continuity Regulations 2002. You must ensure that you notify Your Distribution Network Operator (DNO) before Your Eligible Installation is connected to the network and You must ensure that you provide your DNO with details of any changes to Your Eligible Installation before they are made; and
- 4.1.8 If Your Eligible Installation is “off-grid” within the meaning of the FiT Scheme, Your intention is to use any and all electricity generated by Your Eligible Installation
- and You understand that any electricity generated but not used will not be eligible for payments under the FiT Scheme.
- Information
- 4.2 You must ensure We hold complete and accurate information about You and Your Eligible Installation.
- 4.3 You must inform Us in writing as soon as possible if any information We hold about You is no longer correct or up to date so that We can update the Central FiT Register. You may need to provide Us with evidence to verify any changes.
- 4.3.1 Modifications Installation- You must notify Us in writing if You make any modification to Your Eligible Installation including reductions or extensions;
- 4.3.2 Changes- You must notify Us if there are any changes to the ownership of Your Eligible Installation;
- 4.3.3 Decommissioning- You must notify Us if Your Eligible Installation is decommissioned for any reason.

## Request for Information

4.4 From time to time We may ask You to provide Us with additional information or documents to verify the accuracy of information You have provided previously or to seek confirmation that information held on the Central FiT Register is complete and accurate;

4.5 You must retain for a period of at least one year, any information which You receive from Us, or provide to Us, in relation to the FiT Scheme and/or this Agreement. This includes all the meter readings taken from or supplied by You as well as details of all payments made to You under the FiT Scheme.

## 5 Obligations of Robin Hood Energy

5.1 We will make payments to You in accordance with Clause 8 provided that You comply with Your obligations under this Agreement.

5.2 We will not impose any obligations on You which are additional to, or more onerous, than those that are necessary to enable Us to meet Our obligations under the FiT Scheme.

5.3 We will not discriminate without objective justification in terms of changing Your electricity supplier or the prices for supply and other

charges as between You and other parties to whom electricity is supplied by Us.

5.4 We will fulfil Our obligations under the FiT Scheme efficiently and expeditiously as long as We are not prevented from doing so by any act or omission by You.

## 6 Exporting to the Grid

6.1 If Your Eligible Installation is connected to the grid so as to allow electricity generated by the Eligible Installation to be exported to the grid, You must ensure that You have obtained any permission that is needed from the local electricity grid network operator to make these exports and that You comply with any requirements relating to ongoing use of the grid connection for these purposes. If a connection agreement with the network operator, governing the export arrangements, is not already in place, then by exporting electricity under this Agreement, We may be required under electricity industry rules to ensure that You enter into a standard connection agreement with the network operator under the industry standard procedure described in clause 6.2 below.

6.2 Where applicable We are acting on behalf of Your DNO to make an agreement with You that You and Your DNO accept and agree to the National Terms of

Connection (NTC). The NTC is a legal agreement which will come into effect from the time You enter into this Agreement and it will affect Your legal rights. The NTC sets out rights and duties relating to the connection where Your DNO delivers electricity to, or accepts electricity from, You. You can get a copy of the NTC by contacting the:

Energy Networks Association  
6th Floor  
Dean Bradley House  
52 Horseferry Road  
London SW1P 2AF

By calling: 0207 706 5137

Or visiting:  
[www.connectionterms.co.uk](http://www.connectionterms.co.uk)

## **7 Meters, Readings and Access**

### Meters

7.1 You must ensure that the Generation Meter complies with the Metering Legislation and is located, in an accessible location.

7.1.1 Guidance on what is considered to be an ‘accessible location’ has been given by MCS. In making Our own reasonable decision upon whether a meter is situated in an accessible location, We will take consideration of this guidance.

7.1.2 If necessary, We can ask You to pay a reasonable charge, based on the additional costs payable to Our agent for gaining the necessary access to a meter if it is not deemed to be in an accessible location.

7.2 If Your Eligible Installation has an installed capacity of above 30kW and You wish to claim FIT Payments for electricity exported to the grid (i.e. “Export Payments”), You must also ensure that an Export Meter is in place and that the Export Meter complies with the Metering Legislation and is located, in an accessible location. If Your Eligible Installation has an installed capacity of above 30kW and a compliant Export Meter is not in place, You will not be entitled to claim any Export Payments.

7.3 If Your Eligible Installation has an installed capacity of 30kW or less and an Export Meter is not in place, the amount of electricity which is treated as having been exported to the grid will be calculated by Us on a “deemed” basis in accordance with the FIT Scheme.

7.4 It will be Your responsibility to ensure that any meter is operating properly and that You provide Us with accurate meter readings within the Reading Window. All meter readings must be provided in accordance with

the procedures described in the Confirmation Letter or any alternative procedures We may reasonably notify You of. If You do not provide Us with a meter reading, in accordance with the relevant procedure, by the Reading Window, **We will have the right to suspend payment** for the Quarter in question and not pay You until the following Quarter (assuming the situation has been resolved satisfactorily by then).

#### Access to Your premises

7.6 As well as providing Us with meter readings You must also allow Our appointed agents/contractors to access Your premises in order to inspect and test any meter within Your Eligible Installation and/or take meter readings of their own to enable Us to verify the accuracy of information You have provided to Us. This will need to happen at least once every two years, but more often if We consider it necessary. If We, or our agents/contractors are unable, for whatever reason to access Your Property to verify readings, We may suspend Your FiT Payments until We are able to do so.

7.7 We will have the right to perform, or ask our appointed metering agent/contractor to perform, an accuracy check on any meter readings that You submit. If We are concerned about the accuracy

of any reading, We will contact You to discuss and set out what We need You to do to confirm the accuracy of Your meter- this may require You to take photographs. If We are not reasonably satisfied as to the accuracy of the meter reading, **We will have the right to suspend the relevant FiT Payment for the Quarter in question and not pay You** until the following Quarter (assuming the situation has been resolved satisfactorily by then).

7.8 If Your main electricity supply meter is running backwards, You must notify Us (and Your electricity supplier, if not Us) immediately. Further information on meters that run backwards is available from the Authority online at [www.ofgem.gov.uk](http://www.ofgem.gov.uk).

## 8 FiT Payment- Generation and Export

8.1 You must provide Us with details of a UK bank account into which We will pay Your FiT Payments.

8.2 You must provide Us with the required meter readings in accordance with this Agreement and in turn, We will pay You FiT Payments on a Quarterly basis. Each payment will be calculated by reference to the applicable “tariff code” (as recorded in the Central FiT Register and confirmed in the Confirmation Letter) and the applicable tariff

- rate published by the Authority under the FiT Scheme. We will aim to make each payment in line with the payment timescales described in the Confirmation Letter.
- 8.4 If You are required to charge VAT on exported electricity, We will only be required to pay the relevant Export Payment and associated VAT where, after providing Us with the relevant Export Meter Reading, You also provide Us with an appropriate VAT invoice.
- 8.5 We will notify You where tariff rates are changed by the Authority, or any other changes occur to the FiT Scheme which may affect the FiT Payments We pay to You.
- 8.6 If You fail to provide meter readings within the Reading Window or if We are unable to validate any meter readings, Your FiT Payments may be suspended until the following Quarter (assuming We have received from You fully updated, valid Meter Readings by the Reading Date for that following Quarter).
- 8.7 Where FiT Payments are being made to a Nominated Recipient, You will remain fully responsible to Us for complying with the obligations set out in these Terms and Conditions, including the obligation to provide meter readings.
- 8.8 If You wish to change the Nominated Recipient, then You must inform Us in writing. We will then send You a change of Nominated Recipient form for You to complete and return to Us. We will not make FiT Payments to the new Nominated Recipient until We have all the information that We need to verify that person's details and update the Central FiT Register accordingly.
- 8.9 If You do not agree with any FiT payments You should contact Us immediately and We will work with You to resolve the issue.
- 8.10 We will have the right to reduce or withhold FiT Payments from You or recoup FiT Payments that have already been made if:-
- 8.10.1 It has been identified that there has been an error by the Authority, You or Us which has led to Us making FiT Payments more than Your entitlement under the FiT Scheme;
- 8.10.2 An abuse of the FiT Scheme is identified by the Authority; and/or
- 8.10.3 We are required by the FiT Scheme and/or any direction by the Authority to Us to reduce, withhold or recoup FiT Payments from You for example, if You have not provided

information We need, to Us, if information You have provided is found to be inaccurate or if You fail to provide information We have requested in a timely fashion.

8.11 If the Authority has notified Us that Your Eligible Installation has been suspended or removed from the Central FIT Register or that You have otherwise been suspended from participating in the FIT Scheme, We will have the right to suspend payment of any further FIT payments unless and until We are told by the Authority that We can re-commence making payments to You (either on the same basis as before, or on a reduced basis, if this is what the Authority requires).

## **9 Ending this Agreement**

9.1 You can end this Agreement at any time by informing Us in writing of Your wish to do so and explaining whether this is because You wish to withdraw from the FIT Scheme altogether or switch to another FIT Licensee. If You wish to switch to another FIT Licensee, then You will need to comply with the terms of clause 10 and the termination will only take effect once the new FIT Licensee has been registered as Your FIT Licensee on the Central FIT Register.

9.2 This Agreement will end automatically if:-

9.2.1 You stop being the owner of the Eligible Installation;

9.2.2 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 withdrawn the Eligible Installation from the Central FIT Register; and/or

9.2.3 at any time We cease to be a FIT Licensee.

9.3 If for some reason an agreement has come into existence, and We realise there is an error or We do not hold enough or the correct information about You and You have not responded to a request from Us within 10 days, We will have the right to assume You no longer wish to participate in the FIT Scheme via Us and to terminate this Agreement immediately by informing You that We wish to do so.

9.4 We can end this Agreement immediately, by giving You notice that We wish to do so, if:-

9.4.1 At any time You fail to comply in a significant way with this Agreement; and/or

9.4.2 At any time it is necessary for Us to end this Agreement in order to comply with the FiT Scheme and/or any direction given by the Authority.

9.5 Any termination of this Agreement will not affect any rights which either You or We may have acquired before the date of termination, nor will it affect the continued applicability of any terms which need to continue beyond the termination date.

## 10 Switching

10.1 You can end this Agreement at any time if You wish to switch to another FiT Licensee to receive FiT Payments. You will need to have applied to Your new FiT Licensee so that it can start 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.

10.2 You will need to provide Your new FiT Licensee with a meter reading(s) for the switch date. The new FiT Licensee will then finalise the switch on the Central FiT Register and provide Us relevant meter reading 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).

## 11 Moving Premises

11.1 If You move home or business premises and, as part of the move, You stop being the owner of the Eligible Installation, this Agreement will end automatically. However, it is possible for You to move home/business premises and still keep this Agreement in place if, as part of the move, You agree with the new owner/occupant of Your home/business premises that You will continue to be the owner of the Eligible Installation. You will continue to be responsible under this Agreement as the owner of the Eligible Installation. Where You continue to be the owner of the Eligible Installation following the move:-

11.1.1 You must give us details of Your new address so that We can contact You;

11.1.2 You must provide us with evidence that You have moved and that You continue to be the owner of the Eligible Installation.

11.2 If as part of moving home or business premises, You will cease to be owner of the Eligible Installation, You must inform Us of this as soon as possible and You must provide Us with a meter reading on the day You leave so that We can ensure accurate payments are made to You.

## 12 Liability

12.1 We will not exclude Our liability for death of personal injury due to negligent acts of Us or Our agents nor do We exclude Our liability for fraudulent acts.

12.2 We will not, under any circumstances, be responsible for:

- a) Any indirect, consequential financial loss or damage such as loss of profit, income, business, contracts or goodwill or expenses; or
- b) Any loss of damage which We or You would not have reasonable expected when We made this agreement with You.

12.3 Subject to clause 12.1, Our responsibility to You;

- a) For any direct loss of or damage to Your property will be limited to no more than £1,000,000;
- b) If You suffer any loss or damage other than with respect to property damage in accordance with clause 12.3(a) above, will be limited to no more than £5,000. Nothing in this clause will exclude or limit Our liability for FiT payments which are

properly owed to You under this Agreement in accordance with the FiT Scheme.

## 13 Variation

13.1 We have the right to vary this Agreement by giving You written notice prior to any change or as soon as practicable afterwards.

13.2 We reserve the right to make a variation that would allow us to charge You an annual fee for providing FiT Licensee services to You. If We wished to make this kind of variation, We will give You as much notice as possible. If You do not wish to be bound by any variation, You can still end this Agreement in accordance with the provisions of clause 9.1.

13.3 We can transfer all or any part of this Agreement to another company, and if We do so, Your obligations or liabilities under this Agreement will not be affected.

13.4 This Agreement is personal to You, as the owner of the Eligible Installation, and so You cannot transfer it to anyone else.

## 14 How to Make a Complaint

14.1 If for any reason, You are not happy with Our service, You can make a complaint. You can request a free copy of Our complaints handling procedure by calling Us free on **0115 852 6508** or emailing Us at **fitenquiries@robinhoodenergy.co.uk**.

## 15 Data Protection & Information We Hold about You

15.1 We will, at all times, act in compliance with the provisions of the Data Protection Act 1998.

15.2 Information You or a Nominated Recipient have provided to Us can be retained and used by Us, the Authority and other relevant regulatory authorities, government departments and 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 with these organisations these purposes.

15.3 Information You provide or that We hold about You or any Nominated Recipient may be used by Us, Our employees and/ or Our agents, to help:

- (1) identify You when You call;
- (2) the detection and prevention of crime, fraud or loss;

(3) the administration of accounts, services, and products;

(4) where We feel necessary, in order to fulfil Our obligations under this Agreement and/or under the FiT Scheme.

15.4 We may monitor or record telephone calls, to help improve Our customer service, for security purposes, for administering Your account and debt recovery purposes.

15.5 You must ensure that where You provide Us with information relating to any other person, You have permission to do so and have notified that person that his or her information, as provided to Us, may be used in the manner described in this clause.

## 16 General Terms and Conditions

16.1 Our notices in relation to this Agreement will be sent to You at Your email address or billing address. Your notices must be sent in legible writing, in the English language, either: by email to **fitenquiries@robinhoodenergy.co.uk**; or by post to: FiT Enquiries, Robin Hood Energy, PO Box 10461, Nottingham, NG1 9JS.

16.2 If there is any inconsistency between these Terms and Conditions and any other documents comprising this

Agreement, then these Terms and Conditions will prevail.

- 16.3 Where “You” comprise more than one person (for example, if You are collectively the partners in a firm), You will have joint and several obligations and liabilities under this Agreement.
- 16.4 Each clause and sub-clause of this Agreement operate separately from the others and survive independently of the others. If a court or other authority tells Us that a part of this Agreement is not valid, the rest of this Agreement will not be affected.
- 16.5 Neither You nor Us have entered into this Agreement in reliance on any representation or warranty or other undertaking not fully reflected in these terms.
- 16.6 We are entitled to charge any reasonable costs incurred by Us for any services You might request from Us in addition to our obligations under this Agreement.
- 16.7 If at any time You do not keep to any part of this Agreement and We do not respond, this does not mean that We will not take action in the future, this includes any requests for any money from You.
- 16.8 The laws of England and Wales apply to this Agreement.

Robin Hood Energy Limited is a controlled company of Nottingham City Council, registered in England and Wales. Company Number: 08053212. Registered Office: Loxley House, Station Street, Nottingham, NG2 3NG. VAT Number: 204 8309 29