



Shell
ENERGY

Feed In Tariff: Terms and Conditions

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Feed-In Tariff Statement of Terms

Please read these terms carefully

1. Definitions

Accreditation – MCS – Microgeneration Certification Scheme, which certifies Microgeneration products and installers in accordance with consistent standards

Agreement – This Statement of Terms and Your FIT Plan.

Approved Export Meter – A meter, complying with the appropriate meter legislation, which measures the amount of electricity being exported to the Electricity Network.

Approved Generation Meter – A meter which You are responsible for, complying with the appropriate meter legislation, which measures the quantity of electricity generated by Your Generation Unit (s).

Authority – The Office of Gas and Electricity Markets (Ofgem).

Central FiT Register – The register kept and maintained by the Authority for the purpose of recording details of the FIT scheme.

Connected Person – In relation to a FIT generator or nominated recipient, means any person connected to that person with the meaning of section 1122 of the Corporation Tax Act 2010.

Electricity Network - The local electricity distribution network operated by a licensed distribution network operator.

Eligibility Date - The date on which Your Installation becomes eligible for the FIT Payments. It is the later of: i) receipt by a FIT Licensee of an application for MCS-Certified Accreditation and Registration; ii) commissioning date; iii) the launch of the FIT Scheme (1 April 2010).

FIT Export Tariff – The rate per kWh determined by the Authority for electricity generated and exported to the Electricity Network.

FIT Plan – A statement confirming the specific terms upon which Your Agreement is based.

FITs Scheme - A Government scheme introduced to incentivise small-scale, low carbon electricity generation by providing payments for householders, communities and businesses to allow them to become generators of electricity.

FIT Export Tariff Payment – A quarterly payment made to the payee in respect of the electricity exported to the Electricity Network.

Generation Agreement form – Application form for enrolment in the Feed-in Tariff scheme.

Generation Tariff –The rate per kWh determined by the Authority for electricity generated by a Generation Unit.

Generation Tariff Payment – A quarterly payment made to the payee in respect of electricity generated by an eligible Generation Unit (s).

Generation Unit – A unit which generates electricity, from one of the following technologies: Solar Photovoltaic, Anaerobic Digestion, Hydro or Wind up to 5MW installed electrical capacity. Combined Heat and Power (CHP) units up to 2kW installed electrical capacity.



Meter Reading Date – We will notify You of Your meter reading date (s) once We have received confirmation that You are entered onto the Central FIT register. This information will be included in Your FIT Plan.

Nominated Recipient – Means a person appointed by a FIT generator to receive FIT payments in respect of an Accredited FIT installation owned by that FIT generator and recorded as such on the Central FIT Register.

Site – The premises at which the Generation Unit (s) is situated

Start Date – This is the date that this agreement commences as set out in Your FIT Plan.

Transfer Date – Means the date upon which a FIT generator is deemed to have switched FIT supplier in relation to an Accredited FIT installation.

You/Your – The person or people who have entered into this Agreement with Us.

We/Us/Our – Shell Energy Limited, our agents.

Working Day – Means any day other than a Saturday, a Sunday, Christmas Day, Good Friday or a day that is a bank holiday.

2. Statement of Terms

The FIT Scheme is a Government initiative designed to benefit individuals, businesses and communities with eligible Generation Unit (s). Benefits are provided in the form of a Generation Tariff Payment for the electricity generated by the Generation Unit (s), plus, where applicable, a FIT Export Tariff Payment.

We are a licensed electricity supplier and are acting on behalf of the Government in making Generation Tariff Payments and FIT Export Tariff Payments under the FIT Scheme. We administer the FIT scheme in line with rules set by the Authority.

This Statement of Terms details who is eligible for the FIT Scheme and under what terms they can obtain Generation Tariff Payments and FIT Export Tariff Payments.

We will act in accordance with the rules and advice set by the Authority regarding the treatment of FIT applicants who have received a grant from a public body. You may be asked to pay this back to be eligible for FITs. If this is the case we will contact you when processing your application.

3. Eligibility for FIT Scheme

Your Generation Unit (s) may be eligible for Generation Tariff Payments if the following criteria are met:

- Your Generation Unit (s) has a total installed capacity no more than 5MW (no more than 2kW if CHP)
- Your Generation Unit (s) has the necessary Accreditation
- Your Generating Unit (s) must be fully installed and commissioned.

- The electricity generated by your Generation Unit (s) is measured by an Approved Generation Meter
- Your Generation Unit (s) is not registered to receive Generation Tariff Payments with any other energy supplier
- Your Generation Unit (s) is not registered to claim Renewable Obligation Certificates

- All information provided to Us in respect of the FIT Scheme application is full and complete and is received by us in relation to the FIT schedule

In addition, You may be eligible for FIT Export Tariff Payments if Your Generation Unit (s) is connected to the Electricity Network.

By accepting this Statement of Terms, you agree that you have informed us of any and all other CFR registered Generation Installations, including any extensions, to which you or your Nominated Recipient are a "Connected Person" within the meaning of section 1122 of the Corporation Tax Act 2010;

4. Entering into the FIT Scheme

You will need to complete an application form to commence entry to the FIT Scheme. We will check the information You have provided and, if We accept that You are eligible for the FIT Scheme, We will enter Your details onto the Central FIT Register. Upon receiving confirmation from the Authority that You are registered, We will then send Your FIT Plan to You. You will have 10 working days to send back a signed copy of this to confirm acceptance of this Statement of Terms, without which We cannot commence payments.

You will be required to provide Us or the Authority with information, declarations and evidence as reasonably requested in order to enable administration of the FIT Scheme.

We may require you to provide evidence of the following:

Proof of ID Proof of address Proof that you are the generation unit owner You must provide any information requested to be eligible for the FIT scheme. We are unable to register you onto the scheme without this information.

Where the Generating unit is situated on a Site that is not owned by You, You will need to provide evidence of Your legitimacy of right to claim FIT payments. You must also provide and gain the Site owners agreement to share their contact details with us. You must also gain the Site owners agreement for us to gain access to the Site(s), which is a scheme requirement. Failure to do so may result in delay or a suspension to your payment. We reserve the right to contact the Site owner for the purposes of validating the information you have provided and to arrange access to the Site only.

5. Commencement date and duration

This Agreement is between You and Us.

Your Eligibility Date is the date on which Your Installation becomes eligible for the FIT Payments. It is the later of:

- i. receipt by a FIT Licensee of an application for MCS-Certified Accreditation and Registration;
- ii. Commissioning date;
- iii. the launch of the FIT Scheme (1 April 2010).

Each Generation Unit (s) is only eligible for the FIT Scheme for the period allocated to it as is set out in Your FIT Plan, therefore Your generation and export (where applicable) start meter reading/s must be taken on the date we receive your completed Generation Agreement form and associated documents. If you send in your Generation Agreement form by post, We will contact you on the day we receive this to obtain your start read/s. We will not be able to process your application until We have a valid start read/s.

If You have taken ownership of a Generation Unit (s) that is already registered on the Central FIT Register, You will receive payments calculated from the Transfer Date on the Central FIT Register. The first date of registration of the Generation Unit (s) is shown on Your FIT Plan.

6. Generation Metering

You must have an Approved Generation Meter to measure the amount of electricity generated by Your Generation Unit (s). The meter must be positioned in an accessible location for meter readings to be obtained. To receive payments from the Feed-in Tariff scheme You must provide meter readings from this Approved Generation Meter to Us when requested at each quarterly Meter Reading Date. We shall validate the meter reading against the expected generation capability of that type of Generation Unit (s). Meter readings must be sent to Us using the contact details provided on Your Generator Agreement form. If the reading fails the validation by Us, We will request photographic evidence of the reading.

If You fail to provide meter readings within the required time scale, or if the meter readings fail validation by Us, Your Generation Tariff Payment for that quarter will be carried over to the next quarter for which We receive a fully updated valid meter reading within the required timescales.

You agree to allow Us or the Authority safe and reasonable access to your Site to carry out services in connection with this Agreement.

We reserve the right to check Your Generation Unit (s) and meter (s) to confirm the information held on the Central FIT Register. You agree to allow Us safe and reasonable access to Your Site to carry out services in connection with this Agreement, including, but not limited to meter inspection, testing and if appropriate, maintenance and replacement. If We find the information You have provided to be incorrect We will notify the Authority and they will take the appropriate action which may involve terminating this Agreement. Failure to allow access to Your installation will result in the withholding of FIT payments from the scheme.

7. Generation Tariff Payments

The Generation Tariff and the Generation Tariff Payments will be made in accordance with information held on the Central FIT Register.

We will make Generation Tariff Payments to You in accordance with rates published by the Authority, as amended from time to time. If this happens, We will inform You in Your next payment statement and Your payment will be adjusted to reflect this change.

Where We have received a valid meter reading within the required timescales, We will send You a Generation Tariff Payment using the payment method details shown on Your Generator agreement form. Your Generation Tariff Payment is due to You every three months, subject to Us receiving valid meter readings and validating the meter readings within the required timescales.

VAT is not applicable to electricity generated by Your Generation Unit (s).

If You dispute a payment statement, please contact Us immediately and We will work with You to try and resolve the issue.

If We are notified by the Authority that You are suspended or removed from the Central FIT Register We will cease Generation Tariff Payments until We are notified to recommence by the Authority.

If there has been an error made by Us, You or the Authority which has resulted in you not receiving your quarterly FIT Payment or receiving FIT Payments below your entitlement, we will credit Your next Payment in order to reimburse You.

We will be entitled to reduce, recoup or withhold FIT Payments in the event that you are involved in the abuse of the FIT and this has been registered on the Central FIT Registry.

8. Export Metering

You will only be eligible for FIT Export Payments if Your Generation Unit (s) is connected to the Electricity Network.

If Your Generation Unit (s) has an installed capacity of 30kW or below, an Export Meter is not Required in order to receive FIT Export Tariff Payments and where this is the case Your FIT Export Tariff Payment is calculated at 50% of Your total generation (or 75% for Hydro generators) as measured by Your Generation Meter.

If You fail to provide required meter readings, or if the meter readings fail validation by Us, Your FIT Export Tariff Payment for that quarter will be carried over to the next quarter for which We receive a fully updated valid Generation and Export read within the required timescales.

You agree to allow Us safe and reasonable access to Your Site to carry out services in connection with this Agreement, including, but not limited to meter inspection, testing and if appropriate, maintenance and replacement. Failure to allow access to Your installation will result in the withholding of FIT payments from the scheme.

There may be additional costs in relation to having a registered export meter fitted onto your Site, contact your supplier for this information.

9. FIT Export Tariff Payments

FIT Export Tariff Payments will be made in accordance with information held on the Central FIT Register.

We will make FIT Export Tariff Payments to You in accordance with rates published by the Authority, as amended from time to time.

Where We have received a valid meter reading within the required timescales, We will send You a FIT Export Payment in accordance with the payment method details shown on Your FIT Plan. Your FIT Export Tariff Payment is due to You every three months, subject to Us receiving Your relevant meter readings within the required timescales.

For domestic customers and organisations that are VAT exempt, no VAT payments will be paid for exported electricity.

If You are a business that is VAT registered, VAT will be added at the appropriate rate to Your FIT Export Tariff Payments. You need to provide Us with Your VAT registration number. You undertake to accept self-billing of Your output tax: see Section 16 below. We will provide details of output tax due by You on Your Self Billing Invoice. You are responsible for declaring the output tax on the FIT.

If You dispute a payment statement, please contact Us immediately and We will work with You to try to resolve the issue.

If We are notified by the Authority that You are suspended or removed from the Central FIT Register We will cease payments until We are notified to recommence by the Authority.

10. Generation Units not connected to the Electricity Network

If Your Generation Unit does not export electricity onto the Electricity Network You will not be eligible for any FIT Export Tariff Payment under the FIT Scheme. You must sign the declaration in the application pack to confirm that You understand this restriction. Failure to do so could lead to a delay in processing Your application.



11. Opting Out of FIT Export Tariff Payments

You can switch to a market-based export payment from another supplier by opting out of receiving the FIT Export Tariff, provided that it is at least one year since Your Start Date or the

date You opted into receiving FIT Export Tariff Payments. We will stop making FIT Export Tariff Payments to You with effect from the date requested providing that it does not require Us to act retrospectively. To ensure that You are paid the correct amount, You will need to provide Us with the relevant meter reading.

12. Changes of Ownership and Assignment of Rights

If You are planning to transfer ownership of the Generation Unit You must contact Us to request the appropriate agreement form, also available on Our website at www.shellenergy.co.uk. When this form has been completed to our satisfaction We will update the Central FIT Register and write to You and the new Generation Unit owner to confirm that this change has taken place. You must notify us at least one month prior to Your planned change of ownership and provide the relevant meter readings on the date of the change of ownership.

If You wish to nominate an alternative payee to receive the Payments (a Nominated Recipient) You should contact Us to request the appropriate agreement form, also available on Our website at www.shellenergy.co.uk

You will remain responsible for providing meter readings as set in clause 5 and clause 7 in order for the Nominated Recipient to receive regular FIT payments.

To remove a Nominated Recipient from Your FIT Central FIT Register account, notice must be provided to Shell Energy before or at the time of Your quarterly read submission ahead of the FIT payment calculation for that quarter.

13. Automatic meter reading (AMR) meter

Where the generator/export meter is an AMR meter it is the Generator's responsibility to submit the raw data from the required meter(s) within the required time, as defined within Ofgem's Generator Guidance document. Failure to do this will result in suspension from the scheme.

14. Changes to Your Generation Unit(s)

You must notify Us if You make any changes whatsoever to your existing Generation Unit (s), as this may affect Your Generation Tariff and/or FIT Export Tariff Payment. If You fail to notify Us of any change (which is later discovered), the Authority will take appropriate action. In this event, We reserve the right to withhold, adjust and/or recoup payments accordingly.

If the change to Your Generation Unit affects Your Generation Tariff rate then the change will take effect from the date on which the change occurred. We will update the Central FIT Register and a new FIT Plan will be sent to You.



In the event the Central FIT Register is amended by the Authority to correct an error or to reflect any change in circumstances relevant to the content of the Statement of FIT Terms, for example,

the Extension of an Accredited FIT Installation, Shell Energy shall revise the Statement of FIT Terms as required and an amended version shall be supplied to the FIT Generator.

15. Changes to this Statement of Terms

We may make changes to this Statement of Terms by giving You written notice as soon as reasonably practicable.

16. Ending this Agreement

You may terminate this Agreement with Us at any time.

If the Agreement is terminated because You want to receive FIT payments from another supplier, this Agreement will be terminated from the date that the Central FIT Register is updated and the Authority informs Us that the changes have been made.

We may terminate this Agreement if You are in breach of any specified terms in this Agreement and We are advised by the Authority that as such they have removed You from the FIT Scheme.

We may terminate this Agreement if the Government withdraws or materially changes the FIT Scheme.

17. Self-Billing

Where You are registered for VAT, You authorise Us and We agree to produce self-billed invoices in respect of FIT Export Tariff Payments. This means that You will not also issue VAT or other invoices in respect of payments due under the FIT scheme. We and You agree to notify each other if either of us ceases to be VAT registered, changes their VAT registration number or transfers their business as a going concern in whole or in part. We agree to enter into a new self-billing agreement if our VAT registration number changes. We further agree to notify You if the issue of self-billed invoices will be outsourced to a third party.

18. Biannual meter reading process

A physical meter reading from the generation meter is required to be taken by our 3rd party agent every two years. This is an Ofgem requirement of the scheme. If we are unable to obtain a meter reading within the two year anniversary period the FIT ID will be suspended from the scheme until a meter reading is received and Shell Energy are advised.

Meter readings obtained by our 3rd party agent will not be used for payment and are only used to confirm the customer generation/export meter readings.



19. Suspensions

Generators will be suspended from the feed-in tariff scheme where a generation and, where appropriate, export meter reading has not been taken by our 3rd party agent, or through the AMR process within the two year biannual meter reading process.

Suspension from the scheme will mean no payments are issued. However quarterly customer meter readings will still be requested and accepted. Generator readings will be held on file and statements will be produced showing a '£0' payment. The statement will also advise the reason for the suspension.

Once a suspension is lifted all outstanding payments will then be made on the next quarterly payment schedule.

Where a suspension is due to the Biannual meter reading process, and AMR meters are being used to send the data to Shell Energy's 3rd party, the suspension will be lifted once a meter reading from our 3rd party meter operator has been received and Shell Energy have been advised of this reading; Or the Generator has submitted the 2 years worth of raw data to our 3rd party and this raw data has been verified.

20. Miscellaneous

This Statement of Terms 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. Nothing in it affects Your statutory rights.

We reserve the right to reduce, withhold or recoup FIT payments if it has been identified that You, We or the Authority have made an error in relation to the FIT Scheme or if the Authority has identified an abuse of the scheme. If You have any issues relating to the FIT Scheme please contact Us immediately and We will work with You to resolve them.

This Agreement is completely separate from any supply agreement which You may hold with Us. Any charges for an electricity supply are separate from this Agreement.

You must tell your Electricity Distributor immediately if you're aware of any matter or incident that either causes danger or requires urgent attention regarding the supply or distribution of electricity; or affects or is likely to affect the maintenance of the security, availability and quality of service of the electricity distribution network.

21. Limitation of Liability

We don't limit or exclude liability for death or personal injury caused by our negligent acts or omissions. We will only be liable for loss or damage which is a reasonably foreseeable consequence of our breach of this statement of terms up to a maximum liability of £25,000 in any calendar year. Neither you nor we will be liable to the other for any loss or damage which is indirect, consequential, economic or financial including loss of profit, revenue, goodwill, business, contract or wasted expenses.

22. Data Protection

We and the Authority will use information We have about You, Your Generation Units and any nominated payee to administer Your participation in the FIT Scheme, this includes reporting and auditing. We will use the information We have about You and Your Generation Unit for purposes

such as market research, billing and providing up to date information on energy efficiency and safety issues. Calls may be monitored or recorded for training purposes.

23. National Terms of Connection

We are acting on behalf of your Electricity Distributor to make an agreement with you. The agreement is that you and your Electricity Distributor 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 at which your Electricity Distributor 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, 18 Stanhope Place, London, W2 2HH: phone 0207 706 5137, or see the website at www.connectionterms.co.uk.

24. Complaints

If we fail to deliver the standard of service you expect, we want to know about it so that we can put it right

Step 1

If you have a complaint about Our Feed In Tariff service, please contact our Feed In Tariff team on feedintariffs@shellenergy.co.uk

Step 2

If our Feed In tariff team are unable to resolve your query; please ask to speak to a manager. They will independently assess your complaint and do all they can to resolve things to your satisfaction.

Step 3

We would very much hope that your query will have been resolved by this stage, however, if you are still dissatisfied you can request that Your complaint is dealt with by the Consumer Affairs Manager at Shell Energy. So that we can deal with your query more quickly please provide your full postal address, telephone number and account number (if you have it) in your email.

If after 8 weeks a satisfactory solution has not been agreed and you are a domestic or a micro business FIT generator, the complaint may then be referred to the Energy Ombudsman at:

Phone: 0330 440 1624
Address: PO Box 966, Warrington, WA4 9DF
Website: www.ombudsman-services.org/sectors/energy

Shell Energy is committed to the Energy Ombudsman Service which provides free and impartial advice to help customers resolve complaints with energy companies.

More information on complaint procedures and processes under the scheme is available from the Department of Business ,Energy and Industrial Strategy (BEIS) website.

25. Declaration

By signing the declaration below you are confirming that:

- a. You have installed a FITs eligible technology;
- b. You have received confirmation from Shell Energy that your FIT installation has been successfully added to the CFR;
- c. You have received, accompanying this document, confirmation of your FIT tariff rates and eligible periods from Shell Energy in your Tariff Plan; and
- d. You agree to the above Statement of FITs Terms.

You must not sign this form and send it until You have had the equipment installed and commissioned. For example, if You are installing solar PV, the panels must already be in their final, permanent position, have been connected to the electricity supply by an MCS or equivalent registered installer and the meter must be fitted and operational. Audit checks are in place to monitor for scheme misuse and You may be prosecuted if fraudulent activity is found to have taken place.

Customer Signature: _____

Print Name: _____

FIT ID (Found in your FIT Plan): _____

Date: _____