



**Shell**  
**ENERGY**

# Smart Export Guarantee (SEG) Standard Terms and Conditions

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## Smart Export Guarantee (SEG) Terms and Conditions

Your contract ("Contract") consists of the Application Form You completed, the accompanying SEG Tariff Guide, these terms and conditions and any document referred to in these documents. It is between the person who completed the Application Form ("You") and Shell Energy Retail Limited ("We or "Us") (Company Number 05070887: Registered Office: Shell Energy House, Westwood Way, Westwood Business Park, Coventry, CV4 8HS).

### Meaning of words and phrases used in these Terms and Conditions

"Agent"	Means any person appointed by us to read, provide and / or maintain Metering Equipment or as a meter operator, data collector, data aggregator, meter asset provider or meter asset manager.
"Application Form"	Means the application form completed by You relating to the Tariff.
"DNO"	Means the Distribution Network Operator (DNO). This is the company that distributes electricity within Your area.
"Electricity Grid"	Means the interconnected network for delivery/exporting electricity from producers to consumers.
"Equipment"	Means the equipment used for the Generation.
"Export Start Date"	Means the date that the Export commences.
"Export"	Means the electricity flowing to the Electricity Grid due to the Generation at the Property.
"Generation"	Means the electricity generated by the Equipment at the Property.
"Generator"	Means the person who is responsible for the Equipment in respect of the Export.
"Green Export"	Means the Export from Eligible Generation.
"Import Supply"	Means the electricity flowing from the Electricity Grid into the Property.
"MCS Certificate"	Means the microgeneration Certification Scheme (MCS) certificate. A certificate is produced by the installer of the Generation.
"Metering Equipment"	Means the meters and equipment for measuring and providing information on electricity.
"Ofgem"	Means the Office Electricity Markets, who regulate the gas and electricity markets in Great Britain.
"Payments"	Means the amounts in £ payable by Us to You under the Contract which we will calculate by multiplying the Tariff by the value of the Export at the Property.
"Property"	Means the address at which the Generation has been installed.
"SEG"	Means the Smart Export Guarantee (SEG). Government initiative that allows those Generators to receive money for their Export from an energy supplier.
"Tariff Guide"	The document which sets out certain terms and conditions specific to Your tariff or any replacement Tariff Guide.
"Tariff"	The amount in £ We will pay you for each unit of electricity Generated by the Export as set out in Your Tariff Guide.
"TIC"	Total installed capacity (TIC), this is the amount of Generation that has been installed at the site. This figure can be located on the MCS certificate.

## 1. Contract Requirements

- 1.1 You must comply with the requirements set out in this clause 1.
- 1.2 You must be (or will be by the Export Start Date), the Generator.
- 1.3 The Equipment installed can have up to a capacity of 5MW, or up to 50kW for Micro-CHP.
- 1.4 The Equipment must be for the Generation of electricity by one of the following technologies (in each case in accordance with what we deem to be a recognised industry approved scheme)("Eligible Generation"): anaerobic digestion, hydro - electric, combined heat power (CHP), solar voltaic (PV) panels or onshore wind.
- 1.5 You must have and make available to us at our request a completed MCS certificate for the Equipment.
- 1.6 We will not pay the Tariff for any Export from installed additional capacity, where an installation has been extended with the combined total installed capacity (TIC) exceeds 5MW (or 50kW for micro-combined heat and power (microCHP)).
- 1.7 We will only make Payments for Green Export.
- 1.8 You must not be receiving an export payment from the Feed in Tariff (FIT) scheme or another SEG tariff for the Generation at the Property.
- 1.9 You must have an export mpan in relation to the Property. If You require Us to request an export mpan to be created for the Property by the DNO Your installer must have provided to the DNO the relevant form (the G83/G98 or equivalent) to inform it that Equipment has been installed at the Property.
- 1.10 You must have provided us with an Application Form together with the required supporting documentation that is true accurate and complete as well as meeting our requirements.
- 1.11 You must have a smart electricity meter that can read the Export associated with the mpan at your Property.

## 2. Contract Start

- 2.1 Our Contract with You will start on the date that we notify you of in writing.
- 2.2 Our Contract is based on the information provided by You in the Application Form. You must inform us of any changes to this information. We are not required to back date any changes.

## 3. Payment and Billing

- 3.1 We agree to pay You the Payments due to You for the period of the Contract.
- 3.2 We will calculate the Payments due to You using the Export readings from the Metering Equipment provided that You agree to provide at our request a read from the smart meter prior to the Contract start or at any other time we may reasonably require one.
- 3.3 You will receive a statement of account via email every year or more frequently if we notify You otherwise. These statements will be sent to You in electronic form. However, You must provide us with a valid email address upon registration which You have ongoing access to for the duration of Your Contract with us. It is Your responsibility to ensure that Your email address remains valid throughout the Contract.
- 3.4 Payments to You will be sent via BACS annually at the end of the month of May in each year to the bank account details of which are in the Application Form unless you notify us otherwise.
- 3.5 If Your Tariff is a micro business account VAT will be added to the Export at the current rate.

3.6 If we have difficulty accessing Your smart meter reads, You are required to submit Your Export meter readings when required.

#### 4. Terminating this Contract

4.1 You may terminate this Contract at any time by providing Us with 14 days prior notice in writing following which We will calculate any Payments that You are owed up to the date that the Contract is terminated.

4.1.1. You have materially breached any of the terms of this Contract;

4.1.2. Any of the information you provided to us was not or ceases to be accurate

4.1.3. You have ceased to Export or You have entered into a contract with another supplier for the Export.

4.1.4. We may also terminate this Contract at any time by providing you with not less than 30 days prior written notice.

#### 5. Metering Equipment and Agents

5.1 Under normal circumstances we or our Agents will provide any Metering Equipment required. All Metering Equipment will remain Our property or that of our Agents. You must not damage, or interfere with our Metering Equipment. You must not modify it in any way.

5.2 If You ask us to check Your Metering Equipment for accuracy, we may arrange to have it tested. If it is found to be working correctly within acceptable industry limits You must pay our reasonable charges for the test. If it is found to be inaccurate we will pay for the test and the cost of replacing or repairing the Metering Equipment. We will have no other responsibility or liability to you for any error in such Metering Equipment provided that we may at our discretion agree to recalculate the Payments due to You and make any adjustment we reasonably consider appropriate to reflect any inaccuracy discovered.

#### 6. Access

6.1 You agree to give us, our Agents, and the network operator safe access to Your Property and the Metering Equipment in the following circumstances:

6.1.1. At all reasonable times for any reason that relates to Your electricity supply or the Metering Equipment in order to enforce our rights and carry out our obligations under the Contract; and

6.1.2. At all reasonable times after this Contract ends to collect equipment that belongs to us; and

6.1.3. At any time in an emergency.

6.1.4. You must provide unobstructed access to the Metering Equipment for meter reading and maintenance or removal.

#### 7. Changes to the Contract

7.1 Subject to the terms specified in the Tariff Guide and clause 7.2, we may change the terms of this Contract including our Tariff by giving you 30 days notice in writing of such change.

7.2 If the changes to the Contract are required or necessary because of changes to the industry agreements under which we operate or changes imposed by any governmental or regulatory body or authority (e.g. OFGEM, BEIS), the changes will come into effect on the day of notification.

#### 8. Charges

8.1 We may charge You for certain reasonable costs associated with the Contract in certain circumstances. These include:

8.1.1. Costs associated with the repair of damaged Metering Equipment; and

- 8.1.2. Costs associated with Your failure to keep an agreed appointment with us or our Agents without giving us forty eight (48) hours' notice.

## 9. Safety and Emergencies

- 9.1 If You believe that the Metering Equipment may be damaged, You must let us know at once.

## 10. Liability

- 10.1 We accept full legal responsibility if we or our Agents kill or injure somebody (or cause somebody to be killed or injured) because we or they have been negligent or if we or they act fraudulently.
- 10.2 Subject to clause 10.1, if You suffer any loss or damage, (including damage to Your Property as a result of defective digital content which we have supplied to You in connection with this Contract that damages a device or digital content belonging to You) our liability to You will be limited to £100,000 for each event that causes You loss. If there are a number of connected events that cause You loss, our responsibility will be limited to £100,000 in total for these events.
- 10.3 Subject to clause 10.1, if the network operator causes You any loss or damage, we will only be legally responsible to You for the amount we are entitled to recover from the network operator on Your behalf.
- 10.4 Nothing in these terms and conditions shall impose any liability on us in respect of non-performance of any of our services where the performance claimed is outside the terms of Your Contract or where such non-performance is directly due to Your acts, omissions, negligence or default.
- 10.5 Each individual sub clause in this clause 10 applies separately. If a court or other authority tells us we cannot rely on a certain sub clause, the other sub clauses will still apply.
- 10.6 This clause shall survive the termination of this Contract.

## 11. How we may use Your personal data

- 11.1 We will only use Your personal data as set out in our privacy policy.

## 12. How to make a complaint

- 12.1 You may, at any time, seek advice from Citizens Advice Consumer Services on 03454 040506 or at [www.citizensadvice.org.uk/energy](http://www.citizensadvice.org.uk/energy) for free, independent and impartial advice so that You "Know Your rights" as an energy consumer.
- 12.2 If You do wish to make a complaint we have a formal, detailed, complaints handling procedure. A copy of our policy "Complaints Handling" is available on our website or from our Customer Services Team.
- 12.3 To make a complaint please contact our Customer Services Team in the first instance.
- 12.4 Our Customer Services Team will do their best to resolve Your complaint, but if You feel Your complaint has not been handled to Your satisfaction, You may then ask to speak to our Customer Contact Specialist Team.

## 13. Other important information

- 13.1 These terms and conditions together with Your Tariff Guide, the Application Form You completed, and any document referred to in them are the entire agreement between You and Us and supersede all prior agreements between You and Us. However, this does not affect Your right to rely on any pre contract statements we make or information we provide to You in relation to this Contract.

- 13.2 You cannot transfer any of Your rights or obligations under this Contract to another person without our prior written permission.
- 13.3 We can assign, grant security or declare a trust over, or transfer by novation or otherwise, all or any of our rights (including the right to recover unpaid charges) or interests and liabilities under the Contract and/or sub-Contract any of our obligations under this Contract, in each case without Your prior consent.
- 13.4 The terms and conditions of this Contract remain in force at all times. If we have not enforced a particular clause that does not mean that we will not take action in the future.
- 13.5 Communications with You may be recorded for training and quality control purposes. This includes telephone calls and emails.
- 13.6 You agree to receive communications by email and also agree that these methods are to be considered legally enforceable communications in writing.
- 13.7 Written notice sent by First Class post, by hand or by email will be considered delivered one (1) day after it was sent. This will not apply to email if the sender has received a message by return saying that the email has not been delivered.
- 13.8 We must end this Contract immediately if we no longer have the relevant licences to perform this Contract.
- 13.9 We operate our business under the obligations placed on us by the Utilities Act 2000 and other industry or government regulations. If these change we may alter these terms to reflect any new obligations and/or costs placed upon us. If this happens we will tell You in writing.
- 13.10 If a court or other governmental or regulatory authority tells us a part of this Contract is not valid, the rest of the Contract will not be affected.
- 13.11 We make every effort to ensure the security of Your communications. You are, however, advised that for reasons beyond our control, there is a risk that Your communications may be unlawfully intercepted or accessed by those other than the intended recipient. For example, Your communications may pass over third party networks over which we have no control and if You are connected to an analogue network, there is no protection for Your communications over the air interface. If You are connected to the digital network, Your communications over the air interface with our systems are encrypted providing a greater level of protection, but even this cannot be guaranteed.
- 13.12 The laws of England and Wales or Scotland apply to this Contract, depending on where Your Property is located.
- 13.13 Unless expressly provided in this Contract, no express term of this Contract is enforceable pursuant to Contracts (Rights of Third Parties) Act 1999 or otherwise by any person who is not party to it.