

Feed-in Tariff application form



SCOTTISHPOWER

Feed-in Tariff application form

Who can apply?

This is an application form for Scottish Power's Feed-in Tariff (FIT) Scheme. ScottishPower is a mandatory FIT licensee and is required to register and make FIT Payments to eligible generators pursuant to the FIT Scheme.

To receive FIT Payments, you must own an eligible electricity generating system (or the owner of an eligible electricity generating system must nominate you to receive FIT Payments on its behalf).

- If the capacity of your system is 50kW or less or your combined heat and power system has an electrical capacity of 2kW or less, it must be installed by a Microgeneration Certification Scheme (MCS) accredited installer, using a MCS certified installation.
- If the capacity of the system is over 50kW or it is an anaerobic digestion system, it must be Renewables Obligation Order (ROO FIT), accredited by Ofgem.
- If ScottishPower doesn't supply your electricity, you may still be eligible for FIT Payments from ScottishPower. However, if (i) you get your electricity from or (ii) another person who shares your Export Meter currently receives FIT Payments from British Gas, Npower, EoN, SSE or EDF, unfortunately we would not make FIT Payments to you. We recommend you speak to your current supplier.

You can find more information by visiting:

www.scottishpower.co.uk/energy-efficiency/feed-in-tariff

What you have to do

You must answer **all** questions and complete **every** section, unless it's stated otherwise.

You must also sign the VAT statement **and** the declaration **on the same date** that you complete the sections.

On receipt of your completed application and associated documents we will register your account on the Ofgem Central FIT Register and you will be entitled to receive payments from the day we receive your application form. If you are submitting this application by post we will contact you for an opening meter reading for the date we received the application.

Once you've completed and signed the form, please send it immediately to us.

Please ensure that you have signed the relevant declarations and included copies of the required documents. On receipt of your application we will contact you for a start meter reading for your account. If you are able to provide an e-mail address in the application form we will use this to contact you.

Please send completed application packs to:

Feed-in Tariff Scheme
ScottishPower
Cathcart House
Spean Street
Glasgow, G44 4GP

If you need help, please phone:

0800 001 5156

Monday to Friday 08.30-16.45

Section 1.

Generator details

In this section we ask you about the generator. That is the person, company or organisation that owns the generating system.

It's possible that somebody else lives in or uses the property where the system is installed. However, the owner of the system is regarded as the generator.

Application Type

- First application
- Extension to existing installation
- Change of FIT supplier – FITID _____
- Pre-Accredited School or Community Organisation
Pre-Accreditation number _____

Number of Installations

- One installation only
- I have more than one installation
If so, how many?

Your Details

Title

Miss Ms Mrs Mr Other

First name

Surname

Company or organisation

Generator house number

Generator house name

Generator street

Generator local area

Generator town

Generator country

Generator postcode

Telephone (daytime)

Mobile

Email

Please tell us your preferred contact method

- Telephone Mobile Email Post

Current Supplier

Please confirm who your current Electricity Supplier is:

If your current Electricity Supplier is not ScottishPower, we will need you to provide us with certain information in order to verify your identity. Please provide one of the following pieces of identification when submitting this form on behalf of a domestic installation:

- (a) a copy of your current, valid passport or national identity card;
- (b) a copy of your current, valid driving licence or
- (c) a copy of your current, valid fire arms licence.

In order to verify your address, please provide one of the following when submitting this form on behalf of a domestic installation:

- (a) a bank statement;
- (b) a utility bill or
- (c) a council tax bill.

Such evidence of your address will only be valid if

- (i) it is less than six months old on the date you submit this form and
- (ii) it contains the same address as provided in section 1

If you are submitting this form on behalf of a non-domestic installation, please provide a copy of your certificate of incorporation and proof of the address of the body you are applying on behalf of. Any one of the following will be considered by us to be acceptable evidence of the applicant's address:

- (a) a utility bill (not a mobile phone bill);
- (b) a bank statement or
- (c) a council tax bill.

In order for any of these pieces of evidence to be considered valid, they must be dated in the six months prior to the date of your Application.

We are also required to obtain certain information which allows us to verify that you own the generating system detailed in Section 2. Please provide one (or more) of the following with your Application:

- (1) a receipt or other documentation which states your ownership or the transfer of ownership to you from the previous owner of the generating system;
- (2) a sale and purchase agreement evidencing transfer of ownership from another party to you as part of a property sale (or equivalent documentation). Please ensure that commercially sensitive information, such as costs and expenses is redacted or blacked out in any evidence of ownership you submit to us. Please note that we accept photocopies.

If the owner, leaseholder or tenant of the property or site on which the generating system is located is different to the owner of the generating system, please also provide a copy of the agreement between you and the property owner, leaseholder or tenant (as applicable).

Section 2.

Generating system details

If you own more than one generating system, please put the information about the other systems on a separate sheet.

Site

Here we ask you about the place where the system is installed.

Is the generating system installed at the address you gave under your Generator details?

Yes No

If you've answered no, what is the address of the location where the system is installed?

Installation house number

Installation house name

Installation street

Installation local area

Installation town

Installation county

Installation postcode

If you cannot give us an address, please give us the Ordnance Survey grid reference.

(the grid reference consists of 2 letters and 6 figures, you can find this on sites such as UK Grid Reference Finder, for example)

System technology

The following questions are about the generating system. If you don't have this information, your installer should be able to help you.

What is the make and model of the system?

Generating system technology

PV

The system is installed or attached to:

New building Existing building

How many PV panels does the system have?

Wind

How many wind turbines does the system have?

Hydro Anaerobic digestion Micro CHP

Was the system installed before you moved into the building?

Yes No

Total installed capacity of the system (kW)

Declared net capacity (kW)

(your installer can give you the capacity information, it's important because it helps to determine your FIT payments)

Please send us proof of purchase for your generating system technology (we accept photocopies).

In what type of building is the system installed or attached to?

Domestic Commercial (e.g. a small shop)
 Community Industrial (e.g. a factory)
 School

Installation date

Commissioning date

(please give us the date the system started or will start working)

Is the system connected to the National Grid?

Yes No

Accreditation

If the capacity of your system is 50kW or less, or Micro CHP with a capacity of 2kW or less it must be installed by a MCS accredited installer, fitting a MCS certified installation.

If the capacity of the system is over 50kW or is an anaerobic digestion system, it must be ROO-FIT, accredited by Ofgem.

The system accreditation is:

MCS

MCS Certificate number

MCS

ROO-FIT

ROO-FIT number

ROO-FIT date

Energy Efficiency

Any PV installations with an eligibility date on or after 1st April 2012 will only be eligible for higher FIT tariffs if you can provide a valid Energy Performance Certificate (EPC), showing a rating of level D or above for the property which has the panels attached to. If the PV installation is a Community Energy or School Installation the PV installation will only be eligible to receive the higher FIT tariff if you can provide a valid EPC showing a rating of level G or above for the property which has the panels attached to it.

If an EPC cannot be provided and you wish to be considered for the higher FIT tariff, you must provide an EPC Exemption letter from an accredited Assessor.

Installations which do not meet the requirement will receive a lower tariff in line with published rates.

EPC Certificate number

EPC Certificate date

I do not have an EPC and understand I will be paid at the published lower tariff

Energy Rating

Please send us copies of your MCS or ROO-FIT Certificate and sign ONE of the declarations in Appendix 2, Energy Performance Certificate and sign one of declarations 1 – 4 in Appendix 2.

Without the EPC, or a valid EPC Exemption letter, you will only qualify for the lower tariff.

Community and School Installations

Have you pre-registered as a Community Energy Installation or School Installation?

Yes No

If the answer is yes, please:

(1) select Installation Type below:

Community Energy Installation

School Installation

(2) provide your Pre-Accreditation Reference Number and Tariff Date in the boxes below (please note that this information can be found in pre-registration letter you will have received from Ofgem).

Pre-Accreditation Reference Number

Tariff Date

(3) enclose a copy of the pre-registration letter received from Ofgem when submitting this Application to us.

Section 3.

Generation and export meter details

This is about the meters that were installed with the generating system.

Usually there is one meter, which is a generation meter. The generation meter measures how much electricity the system generates. On installations above 30kW capacity your export must be metered. The export meter measures how much electricity is fed back into The National Grid. If your installation's capacity is above 30kW, you must have an export meter installed before you apply or register for FIT payments.

If you don't have an export meter, we'll estimate that 50% of the electricity that the system generates is fed back to the national grid. If you have a hydro system without an export meter, we'll estimate that 75% of the electricity that the system generates is fed back to the National Grid.

This percentage is based on department controls set in place by the Secretary of State.

If you have a separate export meter this will also have an MPAN number.

Generation Meter

Make and model

Meter serial number

Location of the generation meter

(Please give details, for example attic, hall cupboard etc).

Number of dials / digits

(If your meter is digital please state the number of digits excluding any decimal digits).

Current generation meter reading

Export Meter

I don't have an export meter I have an export meter

Make and model

Export meter serial number

Number of dials / digits

MPAN number

Meter operator

Export meter reading

Section 4.

Import meter and electricity supplier

The import meter tells you how much electricity you get from the National Grid. People are used to calling it the electricity meter. Your electricity supplier uses the information from this meter to calculate your electricity bill.

Import Meter

Do you have an incoming electricity supply?

Yes No

If yes, please give the following information about the import meter.

If no, please go to section 5.

Are you a ScottishPower customer?

Yes No

If you're a ScottishPower customer, what is your account number?

If you are not a ScottishPower customer and you are not supplied by British Gas, nPower, E.On, SSE or EDF, please send us proof of your identity and address as detailed on page 3 of this application form.

Import meter MPAN number

(You can find this on your electricity bill or by phoning your electricity supplier).

Make and model

Meter serial number

Import meter reading

(You can ignore the red dial – please read the import meter on the day that you sign this application).

Has your import meter started to move backwards since installation of the generating system?

Yes No I don't know

If yes, you must immediately notify your electricity supplier.

If no, please check your meter is advancing and inform us at anytime should your meter start to move backwards and we will arrange a meter exchange.

Section 5.

Payment details

Please tell us who the FIT payments should be made to. Normally this is the owner of the generating system.

You, as the owner, can nominate another person, company or organisation to receive the payments, but only if they have told you that they agree to receive them. All FIT payments will be made to the nominated person, company or organisation until you let us know in writing that this should change.

A VAT form must be completed by the person who will receive the payments. This will be you or your nominated person, company or organisation.

We'll pay FIT Payments via BACs directly into your bank account or the bank account of a nominated person, company or organisation. Please note some bank accounts cannot accept electronic payments. In order to be paid FIT Payments, you must provide us with details of a bank account which can accept electronic payments.

Payment Details

Do you want to nominate another person, company or organisation to receive the FIT payment?

Yes No

If yes, please complete page 9.

If no, please enter your bank details below.

Bank Details

Please tell us here to which bank account we have to send your FIT payments.

Name account holder

Account number

(8 digits only)

Sort code

(6 digits only)

Building society/savings account

Unique reference number

Bank name

Bank branch

Bank address

Bank building name

Bank street

Bank local area

Bank town

Bank county

Bank postcode

In case we have to contact you or the nominated person, company or organisation about the bank details, please answer the following two security questions.

Name of first school

Date of birth

Payment Details – only to be completed when you wish to nominate another person, company or organisation to receive the FIT payment

Title

Miss Ms Mrs Mr Other

Payee county

Payee postcode

First name

Telephone (daytime)

Mobile

Surname

Email

Name company or organisation

Please tell us how to contact the nominated person, company or organisation:

Telephone Mobile Email Post

Payee house number

Payee house name

I confirm that I wish the person, company or organisation indicated in Section 5 to receive FIT Payments.

Payee street

Name of applicant

Payee local area

Signature

Payee town

Date

Section 6. Opt in or out

The FIT payments consist of two parts.

You receive money for the electricity you generate. You may also get paid for the electricity that you don't use yourself but feed back into the National Grid. In other words, the electricity you export.

You can opt out of the export scheme and sell the surplus electricity generated by your system to a supplier other than ScottishPower. **You commit yourself for one year to your chosen supplier.**

Export Scheme

- Opt in – you get paid by ScottishPower for the electricity you export.
- Opt out – you'll find another buyer for the electricity you export.

Section 6A Off-Grid Installations

If your Installation is an 'Off-Grid Installation', you are required to sign the below declaration. An Off-Grid Installation is an Eligible Installation which does not receive a supply of electricity from an electricity supplier.

Off-Grid Installations

My Installation is an 'Off-Grid Installation'.

Your name

Signed

Date

Section 7. Grant details

In this section you need to tell us whether you received any grant from public funds, including any grant which you consider to be a 'permitted grant' for installing the generating system.

A 'grant from public funds' is a grant made by a public authority or by any other person distributing funds on behalf of a public authority. For the avoidance of doubt, any funding received from or grant issued by or on behalf of the National Lottery (including but not limited to any grant awarded under the 'Awards for All' or 'Community Sustainable Energy Programme') shall be considered a grant from public funds.

A 'permitted grant' is a grant made in respect of the reasonable additional costs of an installation to avoid or mitigate environmental harm, where the amount of the grant does not exceed the amount of those costs. If you are in doubt as to whether your grant is a 'grant from public funds', please complete the attached form.

Where you are seeking to retain a grant because you consider that it does not contravene the De Minimis Aid Regulations (Commission Regulation (EC) No 1998/2006) (the "De Minimis Regulations"), you must sign and return the declaration below.

Declaration

I declare that:

- I have not received a grant in relation to this installation.
- I have received a grant and:

(i) the relevant grant was made before 1 July 2011;

(ii) the Eligible Installation was first commissioned before 1 October 2011; and

(iii) I have undertaken a self assessment against the requirements of the De Minimis Regulations and am satisfied that retaining the grant and receiving FIT Payments would not be in contravention of any provision of the De Minimis Regulations.

Name of applicant

Signed

Date

Where you are seeking to retain a grant because you consider that it does not contravene the De Minimis Regulations and your Eligible Installation is an Off-Grid Installation, you must sign and return declaration no. 4. An Off-Grid Installation is an Eligible Installation which does not receive a supply of electricity from an electricity supplier.

Section 8. VAT statement

Even if you are not VAT registered, you must still tick the appropriate box, sign and date this section.

The FIT Payee must complete and sign this VAT statement. If it isn't completed and signed, no FIT payments can be made.

VAT Details

Are you registered for VAT?

Yes No

If yes, what is your VAT registration number?
(This should begin GB and be followed by 9 numerical digits).

G B

Your name

Signed

Date

**YOU MUST SIGN AND DATE THESE BOXES
WHETHER YOU ARE VAT REGISTERED OR NOT.**

Section 9. Declaration

By signing the declaration below you are confirming that you have installed a FITs eligible technology. 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.

Declaration

Please read the declaration, the attached general terms and conditions and sign below when you agree.

You must also sign and return the appropriate PV declaration form(s), which can be found at the end of this pack.

I declare that:

- all the information that I have given in this form is complete and accurate;
- if anything that I have stated in this form changes, I will notify ScottishPower immediately.

I have read and understood
your general terms and conditions.

Name of applicant

Signature

Date

Checklist

- All questions are answered, all sections are completed and the VAT statement and declaration are signed.
- I have more than one system, the information on the other systems is listed on one or more separate sheets and I have enclosed these sheets (if applicable).
- I have enclosed a copy of my accreditation certificate.
- I have enclosed my Energy Performance Certificate. (if applicable).
- I'm a ScottishPower customer, I'm not supplied by British Gas, nPower, E.On, SSE or EDF, and I have enclosed proof of my address.
- I have enclosed proof of purchase for the microgeneration system.
- I have signed the grant form (if applicable).
- I have enclosed and signed the relevant declarations.
- I have indicated that I wish the person, company or organisation noted in Section 5 to receive FIT Payments and have enclosed and signed the declaration in Section 5.
- I am seeking to retain a grant because I consider that it does not contravene the De Minimis Aid Regulations (Commission Regulation (EC) No 1998/2006), and have enclosed and signed the declaration in Section 7.
- I have enclosed copies of: (i) evidence of my ownership of the generating system and (ii) any agreement between me and the owner, leaseholder or tenant of the property or site on which the generating system is located (if applicable).
- I am applying in respect of a Community Energy Installation or a School Installation and have enclosed a copy of my pre-registration letter from Ofgem.

Appendix 1

Scottishpower Feed-in Tariff terms and conditions (September 2013)

These terms and conditions ("conditions") apply to electricity generated by you and, if applicable, exported by you and the making and receiving of FIT Payments (as defined below). You should retain these conditions for your records.

1 DEFINITIONS

1.1 In these Conditions, the following words have the following meanings:-

"Acceptance" means your written acceptance of the Conditions and the further terms specified in your letter;

"Accredited FIT Installation" means an Eligible Installation, including any approved variations to the same, which the Authority has determined is suitable for participation in the Scheme and which is registered in the Central Register in accordance with the FIT Order;

"Agreement" or "FIT Agreement" means these Conditions, your Application, Your Letter and your Acceptance;

"Application" means your Feed-in Tariff Scheme application requesting us to make FIT Payments to you in accordance with the Scheme;

"Application Form" means the form, published by us, which you are required to complete as part of your Application;

"Authority" means the Gas and Electricity Markets Authority or, as appropriate, Ofgem;

"Authority's Requirements" means any requirements of the Authority from time to time in relation to the Scheme;

"Business Day" means any day other than Saturday, Sunday or a public holiday in Great Britain;

"Central Register" means the register kept and maintained by the Authority relative to the Scheme;

"Change of Ownership Form" means the form available at [insert link to Change of Ownership Form on SP's Feed-in Tariff website];

"Commissioned" means, in relation to an Eligible Installation, the completion of such procedures and tests as constitute, at the time they are undertaken, the usual industry standards and practices for commissioning that type of Eligible Installation in order to demonstrate it is capable of operation. If your Eligible Installation is an MCS-certified Installation, the date it is Commissioned is the date indicated as such on your MCS Certificate;

"Community Energy Installation" has the meaning given to such term in the FIT Order;

"Confirmation Date" means the date on which you are entered onto the Central Register by the Authority, such that your Eligible Installation becomes an Accredited FIT Installation;

"Connected Person" has the meaning given to such term in section 1122 of the Corporation Tax Act 2010;

"Declared Net Capacity" means the maximum capacity at which the installation can be operated for a sustained period without causing damage to it (assuming the source of power used by it to generate electricity was available to it without interruption) less the amount of electricity that is consumed by the plant;

"Deemed Export" means the flow of electricity from your Eligible Installation, if it has a Total Installed Capacity of 30kW or less and an export meter is not available, that is deemed to be exported to a distribution system or transmission system in accordance with the FIT Order;

"Deemed Export Reading" means the reading in relation to any Deemed Export by which we may calculate an Export Payment by reference to a percentage of the electricity generated by your Eligible Installation for that relevant quarterly period (which is outlined in your Application);

"Eligibility Date" means the latest of:

- the date on which the Authority receives your written request for ROO-FIT Accreditation in a form acceptable to the Authority or the date on which we receive your written request for MCS certified Registration (as applicable);
- in relation to your Eligible Installation or Extension, the date on which the Eligible Installation or Extension (as applicable) is Commissioned; or
- 1st April 2010,

provided that:

(d) in the case of an Application for a pre-registered Community Energy Installation which:

- is a solar photovoltaic installation;
- is not an Extension;
- has a Declared Net Capacity not exceeding 50kW;
- is received by us during the Validity Period and contains all of the information required by the Application Form; and
- is accredited pursuant to that application, the Eligibility Date shall be the later of:

(A) the date on which the Authority received the application for pre-registration; or

(B) the date on which the Eligible Installation was Commissioned; and

(e) in the case of an Application for a pre-registered School Installation which:

- has been Commissioned;
- is a solar photovoltaic installation;
- is not an Extension;
- has a Declared Net Capacity not exceeding 50kW;
- is received by us during the Validity Period and contains all of the information required by the Application Form; and
- is accredited pursuant to that application,

the Eligibility Date shall be the date on which the Authority received the School Installation's application for pre-registration;

"Eligible Installation" means, on a site, any Plant used to generate electricity relying wholly or mainly on an Eligible Low-carbon Energy Source, where the maximum capacity at which such Plant could be operated for a sustained period without causing damage to it does not exceed the maximum capacity of 5MW (2kW in the case of combined heat and power) as specified in the FIT Order;

"Eligible Low-carbon Energy Source" means the sources of energy and technologies identified in s.41(5) of the Energy Act 2008;

"Expiry Date" means the expiry date specified in Your Letter, being the end of the maximum period during which you can receive FIT Payments relative to your Eligible Installation;

"Export" means the flow of electricity at any instant in time from an Eligible Installation onto a distribution system or transmission system and "exported" shall be interpreted accordingly;

"Export Meter" means the meter which measures the quantity of electricity exported by you onto a distribution system or transmission system relative to the Eligible Installation and any other relevant Accredited FIT Installations connected to that meter;

"Export Meter Reading" means a reading taken from your Export Meter;

"Export Payment" means the sum paid to you by us in relation to the electricity exported by you in any quarterly period relative to your Eligible Installation, calculated by reference to the Export Tariff and Export Meter Reading or Deemed Export Reading, as applicable;

"Export Tariff" means the payment rate per kilowatt hour for Export or Deemed Export as specified in the FIT Order, as detailed in Your Letter and as may be varied by the Authority from time to time;

"Extension" means a modification to an Accredited FIT Installation to increase its Total Installed Capacity from the same Eligible Low-carbon Energy Source (and "Extend" shall be construed accordingly);

"FIT Generator" means the owner, identified as such in the Central Register, of an Eligible Installation used or intended to be used for Small-scale Low-carbon Generation, whether or not that person is also operating or intending to operate the Eligible Installation;

"FIT licensee" has the meaning given to such term in the FIT Order;

"FIT Order 2012" means the Feed-in Tariffs Order 2012;

"FIT Payments" means Generation Payments and if applicable, Export Payments;

"Frequency of FIT Payments" means the frequency by which you will receive FIT Payments (which unless we notify you in writing to the contrary, shall be quarterly);

"Generation Meter" means the meter which measures the quantity of electricity generated by your Eligible Installation and any other relevant Accredited FIT Installations connected to that meter (and which, for the avoidance of doubt, cannot be your import meter);

"Generation Meter Reading" means a reading taken from your Generation Meter;

"Generation Payment" means the sum paid to you or your Nominated Recipient (as applicable) by us for the electricity generated by your Eligible Installation in any quarterly period, calculated by reference to the Generation Tariff, Generation Meter Readings and Tariff Code;

"Generation Tariff" means, as appropriate and as set out in your letter:

- where you are making your first application for FIT Payments, the payment rate per kilowatt hour of electricity generated by your Eligible Installation as determined by the Authority with reference to your Eligibility Date (and as may be varied by the Authority from time to time);
- where you have been transferred to the Scheme from another scheme, the payment rate per kilowatt hour of electricity specified by the Authority as applying on 1 April 2010; or
- where you have Switched, the payment rate per kilowatt hour applying on your Tariff Date;

"Licence" means the electricity supply licence granted to us under the Electricity Act 1989, as amended;

"MCS" means the Microgeneration Certification Scheme or equivalent schemes accredited under EN 45011;

"MCS-certified Registration" means the process whereby an Eligible Installation confirmed as an MCS-certified Installation is entered onto the Central Register by the Authority (and "MCS-certified Registered" shall be construed accordingly);

"Multi-Installation Tariff" means the Generation Tariff applicable to Eligible Installations and Extensions which meet the Multi-Installation Tariff criteria set out in clauses 14.2 or 14.3;

"NFFO arrangement" has the meaning given to such term in the ROO;

"Nominated Recipient" means any person appointed by you to receive FIT Payments in respect of your Accredited FIT Installation, as indicated on your Application and as recorded on the FIT Register;

"Ofgem" means the Office of the Gas and Electricity Markets;
 "Owner" means, in relation to any Plant which is the subject of a hire purchase agreement, a conditional sale agreement or any agreement of a similar nature, the person in possession of the Plant under that agreement (and in all other contexts it shall bear its ordinary meaning). "Owned" as a verb shall be construed accordingly;

"Plant" means any equipment, apparatus or appliance;

"Qualifying Community Energy Installation" means a Community Energy Installation which:

- (a) is a solar photovoltaic installation;
- (b) is not an Extension; and
- (c) has a Declared Net Capacity not exceeding 50kW;

"Reduction" means a modification to an Eligible Installation to decrease its Total Installed Capacity from the same Eligible Low-carbon Energy Source (and "Reduce" shall be construed accordingly);

"ROO" means collectively the Renewables Obligation Order 2009 and Renewables Obligation (Scotland) Order 2009 (or equivalent determinations under any amendments to those Orders or re-enactments of the renewables obligation upon revocation of those Orders);

"ROO-FIT Accreditation" means the process of accreditation pursuant to the FIT Order to be undertaken in respect of an Eligible Installation not using an MCS-FIT Technology (and "ROO-FIT Accredited" shall be construed accordingly);

"RPI" means the general index of retail prices from table RP02 published in the Digest of Statistics by the Office for National Statistics or, if this index ceases to be published, any other retail price index published in substitution for it;

"Scheme" or "Feed-in Tariff Scheme" means the scheme for Feed-in Tariffs detailed in the FIT Order and the Licence;

"School Installation" has the meaning given to such term in the FIT Order;

"Secretary of State" means the Secretary of State for Energy and Climate Change (or any successor to that person);

"Small-scale Low-carbon Generation" means the use, for the generation of electricity, of any Plant:

- (a) which, in generating electricity, relies wholly or mainly on an Eligible Low-carbon Energy Source; and
- (b) the Total Installed Capacity which does not exceed 5MW;

"Switching" means the process where a generator who is eligible to participate in the Scheme elects to change its FIT licensee (and "Switch" shall be construed accordingly);

"SRO Arrangement" means an arrangement which was originally made pursuant to an Electricity (Non-Fossil Fuel Sources) (Scotland) Order 1994 (and includes any replacement of such an arrangement where that replacement was made pursuant to an order made under section 67 of the Utilities Act 2000;

"Tariff Code" means the tariff code(s) recorded in the Central Register specific to your Eligible Installation, as detailed in Your Letter;

"Tariff Date" means:

- (a) in the case of an Eligible Installation applying for ROO-FIT Accreditation, in respect of which preliminary accreditation was granted by the Authority and during the Validity Period, the Eligible Installation is Commissioned and the Authority receives an application for full accreditation:
 - (i) the date on which the Authority received the application for preliminary accreditation if the Authority received it between 1st April and 31st December; or
 - (ii) the 1st April following the date on which the Authority received the application for preliminary accreditation, if the Authority received it between 1st January and 31st March;
- (b) in the case of a Community Energy Installation which is a Qualifying Community Energy Installation, where the Application is received by us during the Validity Period, contains all of the information required by the Application Form and the Community Energy Installation is accredited pursuant to the Application, the date on which the Authority received the application for pre-registration; and
- (c) in the case of any other Eligible Installation, means the Eligibility Date;

"Transfer Date" means:

- (a) in the case of a FIT Generator who was in receipt of FIT Payments from another FIT licensee, the Switching date (as agreed between the FIT Generator's previous FIT licensee and us); or
- (b) in the case of a generator who transfers to the Scheme from another scheme, the date on which the Application confirms to you that you have been migrated from the other scheme to the Scheme or the date

on which we receive your written request for MCS-certified Registration (as applicable);

"Total Installed Capacity" means the maximum capacity at which an Eligible Installation could be operated for a sustained period without causing damage to it (assuming the Eligible Low-carbon Energy Source was available to it without interruption), a declaration of which is submitted as part of the process of ROO-FIT Accreditation and MCS-certified Registration;

"Validity Period" means:

- (a) in the context of preliminary accreditation:
 - (i) for solar photovoltaic installations, up to 6 months from the date on which the application for preliminary accreditation was received by the Authority;
 - (ii) for wind and anaerobic digestion installations, up to 1 year from the date on which the application for preliminary accreditation was received by the Authority; and
 - (iii) for hydro generating stations, up to 2 years from the date on which the application for preliminary accreditation was received by the Authority; or
- (b) in the context of pre-registration of a Community Energy Installation or School Installation for MCS-certified Registration, a period of one year, beginning on the Tariff Date of the relevant Eligible Installation;

"we", "us" or "our" means ScottishPower Energy Retail Limited (registered number SC190287) having our registered office at 1 Atlantic Quay, Robertson Street, Glasgow G2 8SP;

"you" means the person identified in the Application as the Owner of the Eligible Installation; and

"Your Letter" means the letter which we send you after receipt of your Application which provides you with details of additional terms specific to your Feed-in Tariff Scheme.

1.2 Reference to any statute shall be deemed to include any amendment, replacement or re-enactment thereof for the time being in force and to include any bye-laws, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made thereunder.

1.3 In these Conditions, unless the context otherwise requires, reference to words importing the singular only also includes the plural and vice versa, words importing a gender shall include all genders and words importing persons shall include un-incorporated associations and partnerships and any entity with legal standing.

1.4 The headings in these Conditions are for ease of reference only and shall not be taken into account in the construction or interpretation of these Conditions.

2 COMMENCEMENT AND DURATION

The Agreement shall come into effect on the date of signature by us of Your Letter and shall continue in full force and effect until the Expiry Date, unless terminated earlier in accordance with Clause 7. We will not issue Your Letter to you (and will not be in a position to commence making FIT Payments to you) unless we have received a signed and fully complete Application Form from you.

3 YOUR OBLIGATIONS

3.1 You warrant and confirm the following:

- (a) you own the Eligible Installation and it is situated in Great Britain;
- (b) your Eligible Installation has a Total Installed Capacity of no more than 5MW;
- (c) you have an appropriate Generation Meter connected to your Eligible Installation;
- (d) your Eligible Installation is ROO-FIT Accredited or MCS-certified Registered and, where appropriate, connected to the electricity network;
- (e) where your Eligible Installation is not connected to the electricity network, you intend to use any and all electricity generated by the Eligible Installation and that you fully understand that any electricity generated but not so used will not be eligible for Export Payments;
- (f) your Generation Meter and, if applicable, Export Meter are both Authority approved meter types and comply with the metering standards specified by the Authority from time to time;
- (g) you are not claiming or in receipt of any FIT payments relative to your Eligible Installation from any other FIT licensee;
- (h) you are not registered to benefit from ROO relative to your Eligible Installation;
 - (i) you do not have any renewables obligation certificates relative to your Eligible Installation for eligible renewable electricity generated and supplied within the UK;
- (j) no electricity from your Eligible Installation is or has ever been sold pursuant to a NFFO arrangement or SRO arrangement;
- (k) where your Eligible Installation is connected to the electricity network, you have entered into an appropriate agreement with your local distribution network operator which allows for the exportation of electricity onto the distribution network;
- (l) where your Eligible Installation has an installed capacity of at least 30kW, you have an Export Meter fitted and connected to your Eligible Installation which accurately measures and records your Export;
- (m) your Export Meter, if applicable, is only connected to the Eligible Installation and other Accredited FIT Installations at the premises on which the Eligible Installation is sited;
- (n) your Generation Meter and if applicable, Export Meter, are positioned in locations which are safely accessible to us, the Authority and/or any person authorised by us or the Authority to inspect meters;
- (o) you will contact us and your electricity supplier (or if you are the Owner, but not the occupier of a site, you will procure that the occupier will contact its electricity supplier) immediately if your import meter is moving backwards;
- (p) you have complied with and during the term of this Agreement will continue to comply with all of the Authority's Requirements (including, but not limited to, provision to the Authority of FIT Payments made

- to you by us, Generation Meter Readings and if applicable, Export Meter Readings if requested by the Authority); and
- (q) you will comply with the this Agreement and you recognise that failure on your behalf to comply with any term of this Agreement may result in suspension or recoupment of FIT Payments, or termination of this Agreement.
- 3.2 You shall promptly provide us and/or the Authority with all information, declarations and evidence as we require for administration of the Scheme. You confirm that all such information, declarations and evidence shall be complete, true and accurate.
- 3.3 You confirm that you have not received any grant(s) which would make you ineligible for the Scheme or, where you have received such a grant either:
- (a) all monies outstanding relative to such grant have been repaid in full to the appropriate body before the Eligibility Date;
- (b) such grant is, in the Authority's opinion, a 'permitted grant' (which is defined in the FIT Order as "a grant made in respect of the reasonable additional costs of an installation to avoid or mitigate environmental harm, where the amount of the grant does not exceed the amount of those costs"); or
- (c) such grant was:
- (i) made before 1 July 2011;
- (ii) the Eligible Installation was first commissioned before 1 October 2011;
- (iii) you have undertaken a self assessment against the requirements of the De Minimis Aid Regulations (Commission Regulation (EC) No 1998/2006 of 15 December); and
- (iv) you have made a declaration on your Application which confirms each of (i) - (iii) above.
- 3.4 You confirm that you will notify us as soon as reasonably possible if the ownership of the Eligible Installation changes, the Eligible Installation becomes ineligible under the Scheme or you change the capacity or otherwise vary your Eligible Installation in any way which requires an update to or re-registration in the Central Register. If you fail to notify us of any such change, we reserve the right to withhold, reduce or recoup FIT Payments accordingly. If:
- (a) the change does not require an update to the existing entry in the Central Register, this Agreement will continue and you agree to accept any necessary variation as a result;
- (b) the change of ownership requires an update to the existing entry in the Central Register, this Agreement will terminate in accordance with Clause 8.1(c) unless we receive a completed Change of Ownership Form from the new FIT Generator as soon as reasonably practicable and in any case within 28 days of the change of ownership of the new FIT Generator located or inheriting the Accredited FIT Installation (as applicable); or
- (c) the Eligible Installation becomes ineligible under the Scheme, this Agreement will terminate in accordance with Clause 8.1(c).
- 3.5 You confirm that you shall, on each anniversary of the Eligibility Date, provide us with an annual declaration confirming that the details you have provided to us relative to your Eligible Installation are still current and correct.
- 3.6 It is your responsibility to ensure that Generation Meter Readings and, if applicable, Export Meter Readings are submitted as required. Any Generation Meter Readings or Export Meter Readings which you take, including those which are provided to us pursuant to this Agreement must be retained by you for at least a year from the date they were taken, together with details of any FIT Payments you receive from us during such period.
- 3.7 You acknowledge that FIT Payments shall be made by reference to data held in the Central Register. You agree to provide us and the Authority with such information, declarations, evidence and assistance as we and/or the Authority require to ensure that the information held on the Central Register regarding the Eligible Installation is accurate and up to date and to assist with the administration of the Scheme.
- 3.8 Where you decide to appoint, change or de-appoint any Nominated Recipient indicated on your Application, you shall notify us as soon as reasonably practicable by completing a Change of Ownership Form and submitting this to us. Notwithstanding your appointment of a Nominated Recipient to receive FIT Payments on your behalf, where we detect that FIT Payments have been fraudulently received, we reserve the right to pursue you for repayment of such FIT Payments.
- 3.9 If you are due to receive FIT Payments from us pursuant to this Agreement and you die before such FIT Payments are paid, we will pay such FIT Payments to the person who is either lawfully entitled to the whole of your estate or is administering your estate on behalf of a number of beneficiaries (as the case may be) upon application to us by such person, provided that if the amount of any FIT Payments due but not yet paid to you by us pursuant to this Agreement is equal to or exceeds £500, we will only make payment of such amount to a claimant if such claimant provides us with a declaration, signed by a solicitor, which confirms that such claimant is legally entitled to be paid such amount.
- 3.10 If the FIT Generator dies during the term of this Agreement and FIT Payments have become due and payable to the FIT Generator pursuant to this Agreement, any person legally entitled to the whole of the FIT Generator's estate or who is administering the FIT Generator's estate on behalf of a number of beneficiaries (the "Applicant") may apply to us for payment of any FIT Payments which have become due but have not yet been paid, provided that we (acting reasonably) are satisfied that the Applicant is legally entitled to the benefit of or to administer the FIT Generator's estate (as the case may be) and provided further that where the outstanding FIT Payments exceed £500, the Applicant provides us with a declaration confirming that they are entitled to the benefit of or to administer the FIT Generator's estate (as the case may be), signed by a solicitor. Payment of any FIT Payment to which an Applicant is legally entitled in accordance with this Clause 3.10 will be made as soon as reasonably practicable of us confirming that the Applicant is legally entitled to such FIT Payment. If ownership of the Eligible Installation changes as a result of the FIT Generator's death, Clause 3.4 shall apply, provided that a Change of Ownership Form may validly be submitted by any person we have confirmed as being legally entitled to FIT Payments pursuant to this Clause 3.10
- 4 **OUR OBLIGATIONS**
- 4.1 Should you wish to Switch and receive FIT Payments under the Scheme from another FIT licensee, we will participate as required to facilitate the transfer to that other FIT licensee. You shall contact the other FIT licensee and they will make the necessary industry changes and arrange for the Central Register to be updated, in accordance with the Switching process.
- 4.2 Where you received FIT Payments from another FIT licensee and wish to Switch to receive FIT Payments from us, you will need to provide us with certain information, including but not limited to the following:
- (a) when the meter readings were last verified;
- (b) when you last made a decision to opt in or out of receiving Export Payments; and
- (c) a copy of the declarations you provided to your previous FIT licensee (including, but not limited to declarations concerning grants).
- We may refuse to participate in the Switching process until such information is provided to us.
- 4.3 Where you have Switched and chosen to receive FIT Payments from another FIT licensee, we will continue to make FIT Payments to you until the Transfer Date. After the Transfer Date, the other FIT licensee will be responsible for making FIT Payments to you.
- 4.4 We will not discriminate against you without objective justification in relation to Switching.
- 4.5 Where you are also registered to receive a supply of electricity from us, we will not discriminate without objective justification between you and other parties to whom we supply electricity (including, but not limited to other generators who are eligible to participate in the Scheme) in relation to any choice you make to change electricity supplier, your prices for supply of electricity or any other charges.
- 4.6 In relation to requirements for administration of the Scheme, we will not impose any obligations on you that are in addition to or more onerous than those necessary to enable us to meet our obligations under the Scheme.
- 4.7 We will fulfil our obligations under the Scheme efficiently and expeditiously, provided that we are not prevented from doing so by any act or omission by you.
- 5 **PRICES AND PAYMENT**
- 5.1 The Export Tariff and Generation Tariff are RPI linked, so may be subject to annual change. If this happens, we will inform you of any changes in your next payment statement. A payment statement will be issued to you at approximately the same time as the relevant FIT Payment is made. If the Authority makes any RPI adjustment after your Eligibility Date, your Generation Tariff and if applicable, your Export Tariff will reflect such RPI adjustment.
- 5.2 We shall not be liable to make any FIT Payments to you (or your Nominated Recipient, as applicable) until, at the earliest and subject to this Clause 5, the end of the quarterly period in which we send Your Letter. The first payment shall be backdated to:
- (a) the Eligibility Date; or
- (b) where you have Switched from another FIT licensee, the Transfer Date; or
- (c) where you have been transferred from an eligible ROO scheme, if there is a period of more than six (6) months between the Eligibility Date and the date of Your Letter, the date six (6) months prior to the date of Your Letter.
- 5.3 Subject to the other provisions of Clause 5, Clause 6 and Clause 16.7, we shall pay you (or your Nominated Recipient, as applicable) undisputed FIT Payments by the end of the calendar month immediately following the relevant quarterly period (the "Due Date"). If we have not paid such undisputed FIT Payments by the relevant Due Date, we shall pay you (or your Nominated Recipient, as applicable) interest from the Due Date until the date of payment at the annual rate of 1% above the base lending rate of The Royal Bank of Scotland plc from time to time on those unpaid and undisputed FIT Payments.
- 5.4 Your FIT Payments will be paid to you or your Nominated Recipient in accordance with:
- (a) the payment method detailed in Your Letter;
- (b) readings from your meter(s), provided in accordance with Clause 5;
- (c) guidance issued from time to time by the Authority; and
- (d) the Tariff Code and other information recorded at the Central Register.
- 5.5 Failure to provide readings in accordance with Clause 6.1 will result in non payment of the FIT Payments for the corresponding quarterly period. In the event of this happening, you will receive your FIT Payments by the end of the calendar month immediately following the quarterly period in which you either provide your meter readings or we attend your premises and take meter readings.
- How to receive Export Payments
- 5.6 If you want us to pay you or your Nominated Recipient Export Payments, you must indicate this on your Application. If you no longer want us to pay you Export Payments, you must send us a notice confirming the same and we shall cease payment of Export Payments on the last date of the quarterly period in which such notice is received. You should note that you are not permitted to opt in or out of receiving Export Payments from Us in the twelve (12) month period following the Commencement Date and are only entitled to opt in or out of receiving Export Payments from Us once every twelve (12) months thereafter. For the avoidance of doubt, we shall

	not be liable for payment of Export Payments relative to any Export or Deemed Export prior to the date agreed by you and us for us to resume making Export Payments.		applicable, Export Meter and the provisions of clause 6.2 shall apply. If the dispute is upheld in our favour, any payments payable to you shall be adjusted to reflect the actual amount owing (if any) and, in the event that we have made an overpayment to you, we shall seek a refund of the said payment from you or deduct it from any future amounts which may be owing to you in accordance with the Agreement.
5.7	The Secretary of State reserves the right to change the Export Tariff rate at any point. If this happens, we will inform you of any changes in your next payment statement.		
5.8	If we are notified by the Authority that you or your Eligible Installation are suspended or removed from the Central Register we will cease payment of FIT Payments until we are notified to recommence by the Authority. We shall not be required to make any payments to you in relation to any generation or export which occurs when you or your Eligible Installation are suspended or removed from the Central Register.	7	COMPLAINTS
		7.1	If you have a question, comment or complaint relative to the Agreement or the Scheme, please contact us as soon as possible to discuss it.
		7.2	If we are unable to resolve your complaint, we shall comply with the complaints procedure relative to the Scheme, as may be varied from time to time. The complaints procedure includes internal escalation and concludes with the option of an independent Ombudsman service. Full details of the complaints procedure can be found on our website.
5.9	Where you notify us that you want us to pay you Export Payments, but you do not have an Export Meter, we cannot make Export Payments to you unless the Total Installed Capacity of your Eligible Installation is less than 30kW. In this situation, Export Payments will be made on the basis of Deemed Export. Where you subsequently install an Export Meter and choose to have Export Payments paid based on readings from that Export Meter, we will pay Export Payments based on readings from that Export Meter and you will no longer be entitled to receive Export Payments based on Deemed Export Readings.	7.3	If you have a complaint regarding MCS-certified Registration, you should approach MCS to attempt to resolve such complaint. If you have a complaint regarding ROO-FIT Accreditation, you should approach the Authority to attempt to resolve such complaint.
		8	TERMINATION AND CONSEQUENCES OF TERMINATION
5.10	We reserve the right to reduce, withhold or recoup FIT Payments if:	8.1	The Agreement will automatically terminate:
	(a) it has been identified that an error has occurred on behalf of the Authority, you or us;		(a) where you elect to receive Feed-in Tariff payments from another FIT licensee;
	(b) if abuse of the Scheme has been identified by the Authority and noted in the Central Register;		(b) where you have carried out a variation to your Eligible Installation which requires registration of a new entry in the Central Register; or
	(c) we are notified by the Authority that it has good reason to believe that a FIT Payment should not have been made or that your Eligible Installation has been suspended or removed from the Central Register.		(c) if there is a change of ownership of the Eligible Installation and no completed Change of Ownership Form has been received by us by the time specified in clause 3.4(b) or it becomes ineligible under the Scheme, on the date that we or another energy supplier, as appropriate, update the Central Register accordingly or register a new entry in the Central Register.
5.11	We reserve the right to suspend FIT Payments if we suspect that an error has been made and your Eligible Installation has been Extended or varied but not reported to us. If, after investigation, we determine that no error has been made or is corrected, then we shall resume making FIT Payments to you.	8.2	We shall be entitled to terminate this Agreement immediately on giving you written notice of the same if:
5.12	All amounts payable in accordance with this Agreement are exclusive of Value Added Tax and, if applicable, we shall pay you the appropriate Value Added Tax.		(a) you are in material breach of any of your obligations under the Agreement and, if the breach is capable of remedy, it has continued unremedied for a period of twenty eight (28) days after we have given you notice specifying the breach and requiring the same to be remedied;
5.13	If you dispute a payment statement, please contact us and we will work with you in accordance with the complaints procedure referenced in Clause 7 to try and resolve the issue.		(b) you are a non-domestic party and you have a liquidator, receiver or an administrative receiver appointed over the whole or any part of your undertaking or assets or you pass a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect, or if the you shall become subject to an administration order or enter into any voluntary arrangement with your creditors;
6	METER READINGS, ACCESS AND OWNERSHIP		(c) the Authority or the Secretary of State has revoked our Licence; or
6.1	You agree to provide us with accurate readings for your Generation Meter and, if applicable, your Export Meter:		(d) we or the Authority (or any person authorised by us or the Authority) cannot gain safe, full and free unobstructed access to the Generation Meter, Export Meter or Eligible Installation, having given you reasonable notice of the need to obtain such access.
	(a) on the Tariff Date;	8.3	You shall be entitled to terminate this Agreement at any time by giving us twenty eight (28) days prior written notice, unless otherwise agreed, but that termination will not take effect until either the Central Register is updated or a new entry is registered in the Central Register and the old one removed, depending on the circumstances of termination.
	(b) within seven (7) days of the end of each quarterly period;		
	(c) on the date of completion of any Extension or variation of the Eligible Installation;	8.4	The expiry or termination of the Agreement, howsoever caused, shall not affect any of your or our rights, remedies or obligations which may have accrued before or as a result of the ending of the Agreement and shall not affect any of your or our rights, remedies or obligations which either expressly or by implication in the Agreement are stated to continue after the ending of the Agreement.
	(d) on the date on which you notify us that you want FIT Payments to be paid to a Nominated Recipient in accordance with Clause 12.2;	8.5	On termination of this Contract under clause 8.2(a) above, we shall provide you with a fully itemised and costed list of all reasonable costs incurred as a direct result of the termination of the Agreement and you agree to pay us these costs within thirty (30) days of the date of termination.
	(e) upon expiry or termination of the Agreement, howsoever arising; or		
	(f) at any other time, upon our reasonable request.	9	LIABILITY
6.2	The Authority requires us to inspect Generation Meters and Export Meters at least once every two years, but we reserve the right to inspect them more frequently than this. You shall, as soon as reasonably practicable and upon receipt of a reasonable request from us or the Authority, provide us or any person authorised by us or the Authority with safe access to your premises, Eligible Installation and/or meters (as applicable) to:	9.1	If we fail to comply with any term of the Agreement, or are negligent, you may be entitled to recover compensation from us for any loss or damage you have suffered. However, we will not be required to compensate you:
	(a) collect meter readings;		(a) if you are a domestic or non-domestic party, for loss or damage caused by anything beyond our reasonable control, or for any loss or damage which is consequential, indirect or financial; and
	(b) inspect and test your Eligible Installation, Generation Meter and, if applicable, Export Meter; and		(b) if you are a non-domestic party, for loss of profits, revenues, interest, business, goodwill or commercial, market or economic opportunity, whether direct or indirect and whether or not foreseeable,
	(c) verify the accuracy of information provided by you and shall provide all reasonably required assistance.		other than where you are entitled to recover compensation for such loss or damage under the general law in relation to death, personal injury or fraudulent misrepresentation. For the avoidance of doubt, our total liability in respect of all claims for such loss or damage, save for that occurring through death, personal injury or fraudulent misrepresentation, arising in any one calendar year shall not exceed £500,000.
6.3	If you fail to provide us with access in accordance with Clause 6.2:	9.2	The provisions of this clause 9 shall survive the expiry or termination of this Agreement, howsoever arising.
	(a) you shall promptly refund us our reasonable costs incurred in arranging and if applicable, attending such appointment;	10	NOTICES
	(b) you will not be eligible to receive FIT Payments until we obtain such access or as otherwise agreed between us; and	10.1	All notices required to be given by one party to the other shall be deemed sufficiently given when in writing and sent by prepaid registered mail, email or hand delivered to the other party's address detailed in this Agreement or such other address or email address as either party notifies to the other.
	(c) if your failure to provide us with access means that we are not able to inspect your Generation Meter and (if applicable) Export Meter at least once in a two year inspection cycle, the Authority may instruct us to suspend payment of FIT Payments to you.	10.2	Notices sent in accordance with Clause 10.1 shall be deemed to have been
6.4	Ownership and risk in the Eligible Installation, Eligible Installation and Export Meter, if applicable, shall remain with you and it is your responsibility to ensure that both comply with all required standards and that you maintain, repair and/or replace equipment as required to ensure the proper functioning of the Eligible Installation, Generation Meter and Export Meter, if applicable.		
6.5	The meter readings shall be regarded as prima facie evidence of the amount of electricity generated and, if applicable, exported. However, if either you or we dispute the accuracy of such reading and functioning of a meter, arrangements shall be made for that relevant meter to be inspected and tested and the provisions of clause 6.2 shall apply. If the meter is found to be operating within the required limits of accuracy, the cost of inspection and testing that meter will be borne by whoever disputed the accuracy of that meter. If the meter is found not to be operating within the required limits of accuracy, the cost of inspection and testing that meter will be borne by the non-disputing party.		
6.6	In the event that we have a dispute in relation to any meter reading which you have provided to us or any amount owing to you, we reserve the right to carry out our own readings from your Generation Meter and, if		

received:

- (a) if delivered personally, when left at the appropriate address;
- (b) three (3) Business Days after mailing if forwarded by mail; and
- (c) if sent by email, only when actually delivered to the recipient's server, in readable form and provided no error message is received by the sender. Any email sent by you to us must be sent to (insert appropriate email address for notices to SPI) or such other email address as we may notify you of from time to time.

before 18 October 2011, provided the Extension uses the same technology type as the Eligible Installation, such Extension will be considered to be:

- (a) part of your Eligible Installation if such Extension was Commissioned within 12 months of your Eligible Installation's Confirmation Date. In addition, such Extension will have the same Eligibility Date and Eligibility Period as the Eligible Installation; and
- (b) a separate Eligible Installation if it was Commissioned more than 12 months from the Confirmation Date of your Eligible Installation (or if your Eligible Installation was installed prior to 1 April 2010, the date on which your Eligible Installation was Commissioned).

11 USE OF PERSONAL INFORMATION

11.1 Information you provide to us or our agents or contractors or we otherwise hold (whether or not under the Agreement) may be used by us and/or given to and used by other companies in our group of companies, our agents and/or our contractors:

- (a) to identify you when you make enquiries or to contact you through mail, telephone or other electronic means;
- (b) to help administer any accounts, services and products provided by our group of companies now or in the future;
- (c) for market research and analysis or for demonstrating and testing computer systems;
- (d) to help us, other companies in our group of companies, our agents and/or our contractors to detect fraud or loss;
- (e) to facilitate the Switching process under the Scheme;
- (f) and/or the Authority, for the purposes of administering, reporting and auditing the Scheme, including registration in the Central Register, and for all purposes reasonably ancillary to any of those purposes. We may also transfer your data to countries outwith the European Economic Area for the purposes of managing the Agreement, for the provision of our services and products to you and for marketing purposes.

11.2 We may monitor and/or record communications with you (including telephone conversations and e-mails) to confirm your identity, ensure security, help maintain service quality and for training purposes.

11.3 After you provide us with your Application, we may check the following records relating to you and others (see 11.4 below):

- (a) our own, including records held by us relative to any supply of energy by us to you;
- (b) records held in relation to MCS;
- (c) records held by the Authority;
- (d) the Central Register; and
- (e) records held by Credit Reference Agencies ('CRAs'), Fraud Prevention Agencies ('FPAs') and other third parties.

Such checks may be used for assessing applications, verifying identity to prevent crime and money laundering. We may also make periodic searches at CRAs and FPAs to manage the Agreement.

11.4 If you tell us that you have a spouse or financial associate, we will link you together so you must be sure that you have their agreement to disclose information about them.

11.5 If you give us false or inaccurate information and we suspect or identify fraud, we will record this and may also pass this information to FPAs and other organisations involved in crime and fraud prevention.

11.6 Your data may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 1998.

11.7 You are entitled to a copy of the data held about you on our systems on payment of a fee. You can also be given more detail of how we and CRAs use your data by writing to: Data Protection Representative, ScottishPower Energy Retail, Section 4, Cathcart Business Park, Spean Street, Glasgow G44 4BE. You can contact the CRAs currently operating in the UK. The information they hold may not be the same so it may be worth contacting them all. They will charge you a small fee.

- Call Credit, Consumer Services Team, PO Box 491, Leeds LS3 1WZ or call 0870 0601414.
- Equifax, Credit File Advice Centre, PO Box 3001, Bradford BD1 5US or call 0870 0100583.
- Experian, Consumer Help Service, PO Box 8000, Nottingham NG80 7WF or call 0870 2416212.

12 ASSIGNMENT

12.1 We may assign and transfer any or all of our rights and obligations under and in terms of the Agreement (including any monies payable to us) to another party provided they have obtained all the licences and approvals from the Authority or other regulatory authorities necessary for them to operate under the Scheme. As a result that party will acquire the rights and assume the obligations as if it had been the original party to the Agreement with you.

12.2 If you want FIT Payments to be paid to a person other than you or an existing Nominated Recipient, you must notify us of this and comply with our reasonable instructions to effect a change in payee, including providing us with details (such as name, address and bank details) of that person and, if appropriate, the express written consent of the existing third party payee to such change. FIT Payments will be made to that other person from the date on which the Central Register is updated with their details as payee in relation to the Eligible Installation.

13 EXTENSIONS AND REDUCTIONS

13.1 You confirm that you will notify us as soon as reasonably possible of any Extension or Reduction to an Accredited FIT Installation. You acknowledge that any Extension which results in your Eligible Installation having a Total Installed Capacity of more than 5MW is likely to mean that you are no longer eligible to participate in the Scheme. If this is the case, we will notify you as soon as possible following receipt of your notice regarding the Extension.

13.2 If your Application is in respect of an Extension which was Commissioned

13.3 If your Application is in respect of an Extension which was Commissioned on or after 18 October 2011, provided the Extension uses the same technology type as the Eligible Installation, the Extension shall be treated as a separate Eligible Installation, except for the purposes of determining Total Installed Capacity.

13.4 Where your Application is in respect of an Extension, the Generation Tariff which you shall receive for your Extension will be based on the combined capacity of the Eligible Installation and Extension. The Generation Tariff which you receive for your original Eligible Installation will remain as it was.

13.5 If your Eligible Installation and Extension share the same Generation Meter, provided the Extension uses the same technology type as your Eligible Installation:

- (a) we will undertake a calculation, in line with guidance from the Authority, of how much electricity is produced by your Eligible Installation and how much is produced by your Extension; and
- (b) if one of them becomes ineligible for the Scheme, a separate Generation Meter will need to be installed on the other in order to ensure it remains eligible to participate in the Scheme.

13.6 If your application for FIT Payments is in respect of an Extension which does not share the same technology type as your original Eligible Installation, we will treat your application as a new Application to the Scheme.

13.7 If your Eligible Installation and Extension share the same Generation Meter but use different technology types:

- (a) the lower of the two Generation Tariffs that would otherwise be received if your Eligible Installation and Extension had separate Generation Meters will be applied to all electricity generated from the Generation Meter reading taken on your Extension's Eligibility Date; and
- (b) if one of your Eligible Installation or Extension becomes ineligible for the Scheme, a separate Generation Meter will need to be installed (at your cost) on the other in order to ensure it remains eligible to participate in the Scheme. The Generation Tariff of the remaining Eligible Installation or Extension (as applicable) will be reset to a Generation Tariff which would have been assigned to it on its Eligibility Date.

14 Multi-installation Tariffs

14.1 If your Application is in respect of a new Eligible Installation which uses solar photovoltaic technology, with an Eligibility Date on or after 1 April 2012, you will be required to sign one declaration from the energy efficiency section and one declaration from the multi-installation section of the Application.

14.2 If you have submitted an Application for a solar photovoltaic installation with a Total Installed Capacity of up to and including 250kW and you and any persons who are Connected Persons in relation to you are, or have applied to be the FIT Generator or Nominated Recipient for 25 or more other solar photovoltaic installations on different sites which are eligible to participate in the Scheme, the Multi-Installation Tariffs will apply.

14.3 If you have submitted an Application for a solar photovoltaic installation with a Total Installed Capacity of up to and including 250kW and your Nominated Recipient and any persons who are Connected Persons in relation to your Nominated Recipient are, or have applied to be the FIT Generator or Nominated Recipient for 25 or more other solar photovoltaic installations on different sites which are eligible to participate in the Scheme, the Multi-Installation Tariffs will apply.

14.4 If you are receiving the higher rate Generation Tariff and:

- (a) change the FIT Generator or Nominated Recipient in respect of Eligible Installation; and
- (b) following such change, the Multi-Installation Tariff is to apply, the Generation Tariff for the Eligible Installation will be lowered to the middle rate of the Multi-Installation Tariff.

14.5 If you are receiving the middle rate of the Multi-Installation Tariff and:

- (a) change the FIT Generator or Nominated Recipient in respect of the Eligible Installation; and
- (b) following such change, the criteria for the Multi-Installation Tariff (outlined in clauses 14.2 and 14.3 above) would no longer apply, the Generation Tariff for the Eligible Installation will continue to be the middle rate of the Multi-Installation Tariff.

14.6 Where you have made a declaration on your Application that the energy efficiency requirement is applicable and satisfied and the criteria for application of the Multi-Installation Tariff (outlined in clauses 14.2 and 14.3 above) apply, your Eligible Installations will receive the middle rate of the Multi-Installation Tariff. If the energy efficient requirement is applicable and the criteria for application of the Multi-Installation Tariff do not apply, your Eligible Installations will receive the higher rate of the Multi-Installation Tariff.

14.7 Where you have made a declaration on your Application that the energy

efficiency requirement is applicable, but is not satisfied, your Eligible Installations will receive the lower rate of the Multi-Installation Tariff, regardless of whether the criteria for Multi-Installation Tariffs (outlined in clauses 14.2 and 14.3 above) apply.

- 14.8 Where you have made a declaration on your Application that the energy efficiency requirement is not applicable and the criteria for application of the Multi-Installation Tariff (outlined in clauses 14.2 and 14.3 above) apply, your Eligible Installations will receive the middle rate of the Multi-Installation Tariff. If neither the energy efficiency requirement nor criteria for application of the Multi-Installation Tariff apply, your Eligible Installations will receive the higher rate of the Multi-Installation Tariff.
- 15 **PUBLICITY AND MARKETING**
- You shall not make any public announcement or issue any public circular (including a media or press release) relating to the Agreement without our prior written approval, except where any disclosure is required by any legal, accounting or regulatory authority.
- 16 **GENERAL**
- 16.1 So long as events or circumstances outside our or your reasonable control prevent either us or you from complying with any of our or your respective obligations under the Agreement, other than with respect to payment, we or you, as the case may be, will be excused for such failure.
- 16.2 The performance by us of obligations under the Licence or in accordance with the Scheme and the FIT Order will not constitute breach of any provision of the Agreement.
- 16.3 We shall have the right to vary or amend any term of the Agreement, including without limitation because of any change of law, Licence, agreement or code or any guidance issued by the Authority. If you are unwilling to accept any such variation or amendment, you must notify us within thirty (30) days of us informing you of the variation or amendment and this Agreement shall terminate on the date of receipt of such notice.
- 16.4 Both you and we acknowledge and confirm that neither of us has entered into the Agreement in reliance upon any representation or warranty or other undertaking not fully reflected in the Agreement, save for any fraudulent misrepresentation.
- 16.5 Nothing in the Agreement shall create, or be deemed to create, a partnership or joint venture between you and us and, save as expressly set out in the Agreement, neither you nor we shall have any authority to act on behalf of or otherwise to legally bind the other in any way.
- 16.6 If any provision of the Agreement is held to be invalid or unenforceable, in whole or in part, that provision or part shall to that extent be deemed not to form part of the Agreement. However, the validity and enforceability of the remainder of the Agreement shall not be affected.
- 16.7 We will be entitled at any time and from time to time to set off any liability that you have to us against any liability that we have to you.
- 16.8 The Agreement shall be construed and implemented in accordance with the laws of England and Wales if the Eligible Installation is in England or Wales and in accordance with Scots law if the Eligible Installation is in Scotland.
- 16.9 We may promptly vary these Conditions to reflect changes in any law, regulation or regulatory guidance documents (including but not limited to amendments to the Energy Act 2008, the FIT Order or any guidance issued by the Authority as may occur from time to time.

Solar PV Declarations

(new installations & extensions)



SCOTTISHPOWER

Appendix 2.

Solar PV declarations (installations and extensions)

All applications for accreditation of new solar PV installations (including extensions to existing installations), with an Eligibility Date on or after 1 April 2012, need to be accompanied by a copy of this document with the relevant section signed and dated. This will then be used by FIT Licensees/Ofgem as appropriate to determine whether or not (i) the energy efficiency requirement applies and, if so, has been met; and (ii) the multi-installation tariff rates should apply.

If your application is for a new solar PV installation with an Eligibility Date on or after 1 April 2012, you must sign two of the enclosed declarations; one declaration from the energy efficiency section and one declaration from the multi-installation

section. Tick one of the boxes in relation to the energy efficiency declarations and one of the boxes in relation to the multi installation declarations. Then go on to sign the two relevant declarations.

However, if your application is for an extension to an existing PV installation, you must sign one declaration from the energy efficiency section only. Tick one of the boxes in relation to the energy efficiency declarations then go on to sign the relevant declaration.

Please read the following information to understand which of the declarations are relevant to you.

Guidance

Feed-in Tariff: Guidance for Licensed Electricity Suppliers (Version 5)

Energy efficiency declaration

Tick one of the following boxes in relation to the energy efficiency requirement and sign the relevant declaration overleaf:

- The energy efficiency requirement does apply and an Energy Performance Certificate (EPC) rating of level D or above has been achieved (complete declaration 1)
- The energy efficiency requirement does not apply because my installation is not wired to provide electricity to a "relevant building"⁵⁹ (complete declaration 2)
- The energy efficiency requirement does apply and an EPC rating of level D or above has not been achieved (complete declaration 3)
- The energy efficiency requirement does apply and an Energy Performance Certificate (EPC) rating of level G or above has been achieved (complete declaration 4) Community energy and school installations ONLY

Multi-installation declaration

Tick one of the following boxes in relation to the multi-installation requirement and sign the relevant declaration overleaf:

- The "FIT Generator"⁶⁰ or "Nominated recipient"⁶¹ owns or will receive FIT payments from 25 or more other eligible solar PV installations (complete declaration 5)
- Neither the FIT Generator or nominated recipient owns or will receive FIT payments from 25 or more other eligible solar PV installations (complete declaration 6)

Please now complete and sign 2 of the following declarations:

- 1 from the energy efficiency declarations
- 1 from the multi-installation declarations

⁵⁹ "relevant building" means a roofed construction having walls, for which energy is used to condition the indoor climate, other than such a building for which an energy performance certificate cannot be issued; and a reference to a relevant building includes a reference to part of such a building which has been designed or altered to be used separately;

⁶⁰ "FIT Generator" means in relation to an Accredited FIT Installation, the person identified as the Owner in the Central FIT Register; and in relation to any other Eligible Installation, the Owner, Whether or not that person is also operating or intending to operate the Eligible Installation;

⁶¹ "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.

Energy efficiency declarations

(Sign one declaration only from declarations 1 – 4)

Declaration 1

I certify in respect of this application for accreditation that all of the following are applicable:

- a. the eligible PV installation is wired to provide electricity to one or more relevant buildings;
- b. a valid energy performance certificate is enclosed in respect of the building (or one of the buildings) to which the PV installation is wired to provide electricity;
- c. the enclosed energy performance certificate is the most recently issued energy performance certificate in respect of that building;

d. the enclosed energy performance certificate certifies that the relevant building to which it relates has been assessed as being level D or above;

Signed

Dated

Declaration 2

I certify in respect of this application for accreditation that the eligible PV installation is not wired to provide electricity to any “relevant building”¹.

I have enclosed evidence supporting this declaration that the eligible PV installation is not wired to provide electricity to any “relevant building”.

Signed

Dated

Declaration 3

I certify that declarations 1 and 2 above do not relate to my eligible solar PV installation. An EPC level D or above is required AND has not been achieved.

I understand that this means I will receive the lower FIT generation tariff.

Signed

Dated

Declaration 4

I certify
in respect of this application for accreditation of a
community energy/school installation⁶² on behalf
of (name of community organisation or education
provider)
..... that all
of the following are applicable:

a. the eligible PV community energy/school installation
is wired to provide electricity to one or more relevant
buildings¹ at the address below;

Address of the building to which the installation is
wired:

b. a valid energy performance certificate is enclosed in
respect of the building (or one of the buildings, which
is not a dwelling) to which the PV installation is wired
to provide electricity;

c. the enclosed energy performance certificate is the
most recently issued energy performance certificate
in respect of that building;

d. the enclosed energy performance certificate certifies
that the relevant building to which it relates has been
assessed as being level G or above;

Signed

Dated

Multi-installation declarations

(Sign one declaration only from declarations 5 – 6, unless your application is for the accreditation of an extension to an existing PV installation in which case you do not need to sign either of these declarations)

Declaration 5

I (“the FIT Generator”) (and⁶³ I “the Nominated recipient”) certify in respect of this application for accreditation that either the FIT Generator or the Nominated recipient (if there is one) are, or have applied to be, the FIT Generator or Nominated recipient for 25 or more other eligible PV installations located on different sites.

In this certification, references to the “FIT Generator” and “Nominated recipient” include all persons who are “connected persons”⁶⁴ in relation to them.

Signed FIT Generator

Signed nominated recipient*

Dated

Please tick the relevant box or boxes to confirm whether the FIT Generator and/or the Nominated recipient owns or will receive FIT payments from 25 or more other eligible solar PV installations:

- FIT Generator
- Nominated recipient*

*where applicable

Declaration 6

I (“the FIT Generator”) (and⁶⁵ I (“the Nominated recipient”) certify in respect of this application for accreditation that neither the FIT Generator nor the Nominated recipient (if there is one) are, or have applied to be, the FIT Generator or Nominated recipient for 25 or more other eligible PV installations located on different Sites.

In this certification, references to the “FIT Generator” and “Nominated recipient” include all persons who are “connected persons” in relation to them.

Signed FIT Generator

Signed nominated recipient*

Dated

*where applicable

64 A “connected person” in relation to a FIT Generator or a nominated recipient, means any person connected to that person within the meaning of section 1122 of the Corporation Tax Act 2010.

65 Only to be completed where there is a nominated recipient