



These Terms and Conditions (the Terms) apply if you've applied to join and we've agreed for you to join our SEG scheme. The SEG scheme is a government scheme that pays domestic customers and businesses for selling electricity back to the grid – so you can earn money by selling back the excess electricity you generate from renewable technologies, such as solar panels.

1. Your contract with us

1.1 These Terms along with your relevant **SEG Tariff** (which can be found in your welcome letter) form your contract with us. This contract covers the terms on which you will sell the electricity to us and how we will pay you for it.

1.2 Your contract will start on the **Start Date** (this can be found in your **SEG Plan**) and will continue until either you or we cancel the contract. We may cancel the contract if you are deemed to be no longer eligible or if we cease to be a mandatory supplier. You have 14 calendar days from the day after you ask us to sign up to a **SEG Tariff** to tell us that you want to cancel it. This is your '**cooling-off**' period.

1.3 This contract is entirely separate from any other supply contract for gas and electricity you may have with us and has no effect on your rights and obligations under those contracts. This contract relates solely to the Generation Unit specified in your **SEG Tariff**.

2. Eligibility for the SEG scheme

2.1 We won't be able to register you for the scheme unless you satisfy the following eligibility criteria (General **SEG Eligibility Criteria**):

(a) You generate your own electricity

You must be the owner of an energy generating technology system (**Generation Unit**) which generates electricity from one of the following energy sources; solar photovoltaic (PV), hydro, micro-combined heat and power (micro-CHP), wind, Anaerobic Digestion (AD) and that Generation Unit:

- Is located in England, Wales or Scotland (including the Scottish islands)
- Exports electricity to the Electricity Network
- Has the right Accreditation
- Is fully installed and Commissioned

In all cases, we may request a declaration and/or evidence from you to confirm that suitable standards have been met (and we won't pay you for exported electricity unless you provide that evidence).

For Solar, Wind and micro-CHP installations up to 50kW, you must demonstrate the Generation Unit is suitably certified.

For all Hydro and Anaerobic Digestion installations, and any Wind or Solar installations that have TIC of more than 50kW, you must demonstrate the Generation Unit has been suitably certified in accordance with EN 45011 or EN ISO/IEC 17065:2012 (or an equivalent which will be assessed on a case-by-case basis).

We'll need evidence that you own the Generation Unit. This will normally be in the form of a paid-in-full invoice, which shows the cost of the Generation Unit and includes your name and the address where the Generation Unit is located.

(b) You have the right type of meter

Your Generation Unit has the correct metering arrangements as set out below:

- You must have a SMETS1 or SMETS2 Smart Meter (or a meter capable of measuring at half-hourly intervals) installed; and
- The meter used to measure the exported electricity from the Generation Unit has a dedicated export MPAN to manage exported electricity volumes.

(c) Other scheme eligibility requirements

You must also:

- **Not be claiming FiT export payments (deemed or metered)** at the same time as entering into this SEG contract. You may opt in or opt out of claiming FiT export payments up to once every 12 months. You must notify us if there is a change to your FiT export status.
- Not be registered for payments for the amount of electricity exported, deemed or metered, under any other scheme. This includes, but is not limited to, PPA, CFD or payments from the RO/ FiT scheme.
- Complete the G98/G99 requirements with your local Distribution Network Officer (DNO), if the Generation Unit is over 3.68kW in capacity.
- Provide us with any information, declarations or evidence that we ask for so that we can manage the SEG Scheme.
- If you have an existing SEG contract with another supplier, **you must ensure that your existing SEG contract is cancelled before signing up to one of our SEG Tariffs.**

Special requirements for Anaerobic Digestion (AD) Generation Units

2.2 If you have an AD Generation Unit you must be able to demonstrate to Ofgem how you will meet the SEG feedstock and sustainability requirements (see [Ofgem's guidance document](#) for more information). Once Ofgem is satisfied with the approach, they will provide you with confirmation of the AD Reporting Start Date. This will be your Eligibility Date for the purposes of this Agreement (the date that you become eligible for your SEG Payments). You will also have an obligation to provide Ofgem with reporting to confirm that you are meeting these requirements.

3. Additional eligibility criteria for individual SEG tariffs

3.1 Depending on which SEG Tariff you have signed up to, there will be additional or differing eligibility requirements to these listed above. These are as follows:

SEG

- Available to Solar photovoltaic (PV), wind, hydro and Anaerobic Digestion (AD) installations up to 5MW and micro-combined heat and power (micro-CHP) up to 50kW
- Available to customers who have their energy with OVO or with another supplier
- Payments can be made into your bank account, via cheque or direct to your OVO energy account - where you can request a refund to your bank account or used toward your Energy bill
- You must also satisfy all the general SEG eligibility criteria

SEG Beyond Exclusive

- Available to Solar Photovoltaic (PV), Wind, Hydro, and Anaerobic Digestion (AD) installations under 30kW and micro-combined heat and power (micro-CHP) under 30kW.
- Only available to customers who have their energy supply with OVO, and who are currently signed up to OVO Beyond, or join OVO Beyond within 3 months of signing up to this SEG tariff. If you don't sign up to OVO Beyond within this time we reserve the right to move you to another SEG Tariff.

- By signing up to this SEG Tariff, you agree that we can contact you about registering for OVO Beyond if you're not yet registered.
- Payment will only be made to an OVO energy account.
- Must have a communicating smart meter to measure energy exported.
- Email address must be provided as you will only receive digital communications (unless we agree otherwise with you).
- Your installation must not be part of the Feed-in-Tariff scheme for export.
- You must also satisfy all the general SEG eligibility criteria.

SEG Install Exclusive

- The SEG Install Exclusive rate is available to customers who have had **solar panels and battery storage installed by OVO** under 30kW
- Customers who have had solar panels installed by OVO **without battery storage** under 30kW are eligible for SEG Install Exclusive at a lower rate
- Only available to customers who have their energy supply with OVO
- Payment will only be made to an OVO energy account
- Must have a communicating Smart meter to measure energy exported
- Email address must be provided as you will only receive digital communications (unless we otherwise agree with you)
- Must be MCS accredited
- Your solar installation must not be part of the Feed-in-Tariff scheme for export.
- You must also satisfy all the general SEG eligibility criteria and be eligible for solar panels under our Solar Installation Terms, including living in an area where OVO solar installation is available

All SEG Tariffs are subject to change from time to time.

4. Payments

Your export payment rate

4.1 When you sign up, your SEG Plan will contain your **export payment rate**. This is the amount we will pay you per kWh of electricity your Generation Unit exports to the Electricity Network. This export payment rate will remain the same unless you are notified of a change in tariff rate or the rate stated in your tariff eligibility is for a fixed period. You will default to our standard 'SEG' tariff rate should you become ineligible for the tariff you are on.

Meter readings

4.2 Unless we tell you otherwise, you will be required to provide us with

a meter reading from your Approved Meter at least each quarter (in March, June, September and December). We may also ask you for (and you agree to give) meter readings more often if there's a reason that we need them. You agree to take a valid meter reading and send it to us within 7 calendar days of us asking you for one.

4.3 If you have a smart Approved Meter which is communicating correctly with our systems, we may use your smart Approved Meter to manage your export remotely. Our [privacy policy \(ovoenergy.com/privacy-policy\)](https://www.ovoenergy.com/privacy-policy) describes how we'll use the information received from your Approved Meter.

4.4 Here are a few things to remember about meter readings:

- You must supply a meter reading when requested. This reading will be checked against the expected generation capability of the Generation Unit, together with other tolerances and factors such as time of year, electricity exported in the past and other information.
- If you don't give us meter readings in time, or if we can't validate them, we won't be able to pay you. Your SEG Payments for that quarter will be carried over to the next quarter that we receive fully updated, valid meter readings within the required timescales. We cannot accept any estimated readings.
- We may ask you to (and you agree) to send photos of your meter readings, including showing the meter serial number and export reading.
- If the meter reading you've given fails our validation checks, we won't use it. We'll try to contact you and get a new meter reading instead.
- All Approved Meters must be accessible so we can take meter readings, and check any meter readings you send us. You agree to allow us, our agents, subcontractors and Ofgem safe and reasonable access to the Site to carry out services in connection with this contract. If you are not the Site owner, you must also get the Site owner's agreement for us, our agents, subcontractors and Ofgem to gain access to the Site. If we are unable to gain safe and reasonable access to the Site and Approved Meters, we may stop your SEG Payments.
- You agree that we (or our agents or subcontractors) can check your Generation Unit and Approved Meter if required. If the information you've provided is wrong, we have the right to end this contract.

- You must ensure that we (or our representatives) have safe and reasonable access to your Approved Export Meter(s) on request for inspection, testing, maintenance and replacement.

Commencement of payments

4.5 You will be eligible to receive SEG Payments from your **Eligibility Date**. This is the date we receive your first meter reading and it has been validated in accordance with the section above. Unless otherwise stated, you will receive payment 8 weeks after the read window closes.

Receiving payment for the electricity you provide

4.6 You will be paid via the method in accordance with your tariff conditions. This could either be via BACs or cheque or directly to your energy account.

4.7 If you're paid via your energy account, where your account is on billing hold you may not receive your SEG payments until the billing hold is lifted. Provided your energy account is not in debit you may then be able to request the money from your energy account.

4.8 Whether or not we supply your gas and/or electricity, we reserve the right to reduce, withhold or recover SEG payments made to you where:

- an error in relation to the SEG tariff and/or SEG payments has been made or
- we consider that you may be abusing the SEG tariff or
- we consider that you have provided us with incorrect information or we've been unable to inspect your Approved Meter.

4.9 For domestic customers and organisations that are VAT exempt, VAT won't be payable.

4.10 If you're registered for VAT, you agree we can produce self-billed invoices for export payments. This means you won't also issue VAT or other invoices for payments due under the SEG Scheme. We and you agree to let each other know if either of us stops being VAT registered, changes their VAT registration number or transfers their business (or part of it) as a going concern. We agree to enter into a new self-billing agreement if our VAT registration number changes. We also agree to tell you if the issue of self-billed invoices will be outsourced to a third party.

Updating the capacity of your Generation Unit

4.11 If you add, extend or replace equipment which changes the capacity of your Generation Unit, for example increasing the number

of solar panels, you agree to sell any additional electricity produced to us. If the added capacity then exceeds the capacity limit for a tariff, the rate of which we buy the energy may change. You must inform us as soon as any changes have been made to the Generation Unit and we will ask you for additional documentation evidencing the additional capacity or extension to check eligibility. See **"Changes to your Generation Unit"**.

4.12 If you have an extension and are currently in a Feed-in Tariff (FiT) contract, you will not receive payment for the extended capacity as the FiT scheme is now closed. If you would like to receive payment for the full capacity you would need to relinquish your existing FiT export payments and apply for payments under SEG. It is not possible to have export for the original capacity and extended capacity under different schemes. We will not make payments for any exported electricity from installed additional capacity, where a Generation Unit has been extended such that the combined total installed capacity (TIC) exceeds 5MW (or 50kW for micro-combined heat and power (micro-CHP)).

4.13 If a new SEG Plan is required following an update to your Generation Unit, you may be required to sign and return a new SEG Plan before your Export Payments will recommence.

Queries on payments

4.14 If you don't think a payment is right, please check the details first and then contact us so we can investigate. If we have underpaid you this amount will be added to your next payment. If we have overpaid you (including if we or Ofgem have made a mistake in relation to the SEG Scheme, or if we or Ofgem identify an abuse of the scheme) we may reduce or withhold your next SEG Payment or ask you to repay us the amount within a specific period.

4.15 We also reserve the right to reduce, withhold or recover SEG Payments if an error has been made or if we reasonably believe you may be abusing the SEG scheme, have provided incorrect information, or we've been unable to inspect your Approved Meter.

4.16 We are not obligated, but may choose, to make Export Tariff payments to you:

- (i) for any 'Brown Export' – i.e. exported electricity not generated by an eligible generation asset (as referenced in Clause 2.1a), including standby generators, batteries and technologies not supported by the Smart Export Guarantee or
- (ii) where you do not (or the generation asset does not) satisfy the Eligibility Criteria as set out at Clause 3 of these Terms above.

4.17 If you are enrolled on the Battery Boost tariff add-on, we will make export tariff payments for any 'Brown Export', i.e. exported electricity that has not been generated by your Solar PV.

5. Changes to your Generation Unit **Selling your Generation Unit**

5.1 If you're planning to transfer ownership of the Generation Unit (for example if you move house), you must contact us to let us know at least 28 days before your planned change of ownership. You must provide written confirmation of the final Export Meter Reading and the date of ownership transfer. We will then pay you any outstanding amount, usually by the end of the following month.

5.2 The new owner will need to apply for a SEG contract as this will not automatically transfer.

Changing who receives the SEG payments

5.3 If you want to nominate someone else to get your SEG payments (a 'Nominated Recipient'), you will need to complete an 'Adding a Nominated Recipient' form. You'll still be responsible for giving us meter readings so the Nominated Recipient can get their regular SEG payments.

5.4 It is your responsibility to notify us if at any time you wish to remove a Nominated Recipient from your SEG account. Failure to notify us may result in the Nominated Recipient receiving the SEG payment.

Making changes to your Generation Unit

5.5 You must provide written confirmation of any change to your Generation Unit as soon as is reasonably possible.

5.6 Changes to your Generation Unit can include, but are not limited to, the following:

- Any increase or decrease in the Total Installed Capacity
- The installation of any battery storage device
- Any change to the location or ownership of the site

We may request additional information, or consult Ofgem, so we can assess whether these changes impact your eligibility for the SEG Scheme.

5.7 Additional capacity that will take the TIC of the Generation Unit over the 5MW threshold (or 50kW for micro-CHP) will not be eligible for SEG payment.

5.8 Updates to your Generation Unit may require a new SEG Plan before your SEG payments can recommence. See 'Ending this contract'.

6. Ending this contract

When we can end it

6.1 We may terminate your SEG Plan at any time if:

- You are in breach of any of these Terms
- A change is made to your Installation which means you are no longer eligible for the scheme
- We reasonably suspect that you are involved in the abuse of the SEG Scheme., For example if you are using the scheme on a commercial basis rather than for domestic use
- Ofgem has advised us to terminate the contract
- We are no longer a mandatory SEG Licensee
- You are no longer eligible for your chosen tariff
- You fail to tell us that you are already receiving a FiT Export Payment from another supplier or you sign up to receive a FiT Export Payment from another supplier whilst you are receiving SEG payments from us

We can also end this contract for any other reason at any time by giving you 28 days' notice.

When you can end it

6.2 You may end your SEG plan at any time. Please notify us in writing and provide any final Export Meter Readings. Your final SEG payment will be made in the next quarter.

6.3 We will only be liable for SEG export payments up until the date on which you switch to another SEG Licensee.

6.4 We may be able to prevent or delay your switch if there is any money owing to us on your SEG account or your OVO energy account, until any money owed is paid to us. We may also use any money owed to you under these Terms to pay any money owed to us.

7. Changes to these Terms

7.1 We can make changes to these Terms at any time. Any changes to these terms and conditions will be available on our website. These changes will take effect from the date of publication. Please check this page regularly to review updated Terms. The date these Terms were last updated is at the bottom of this page. Any changes will take effect from the date that we publish them on our website. If you don't have access to our website you can ask for a copy of our latest Terms by getting in touch.

7.2 If we make changes which put you at a disadvantage, then we'll give you reasonable notice in an appropriate form to let you know about the change. 'Reasonable notice' means we will give you enough time to switch to another SEG licensee if you do not agree with the changes.

7.3 If you switch to another SEG licensee following a detrimental change to our Terms, but still owe us money, we can object to the switch. If you want to switch away, you must pay all the money you owe.

8. Data Protection

We and Ofgem will use information we have about you, your Generation Unit and any Nominated Recipient to administer your participation in the SEG Scheme. This includes reporting and auditing. Please see our privacy policy at ovoenergy.com/privacy-policy for a full statement on how we'll use your personal data.

9. Our liability to you

9.1 We'll only be liable for loss or damage which is a reasonably foreseeable consequence of our breach of this contract up to a maximum liability of £100,000 in any calendar year.

9.2 Neither you nor we will be liable to the other for any loss or damage which is indirect, consequential, economic or financial, including loss of profit, revenue, goodwill, business, contract or wasted expenses.

9.3 We don't limit or exclude liability for death or personal injury caused by our negligence, or for fraud.

10. Complaints

We hope that you're always happy with the service you receive from us, but if you're not and you want to make a complaint, you can follow our complaints procedure [here](https://ovoenergy.com/feedback) (ovoenergy.com/feedback). You can call 0330 303 5063 if you'd like us to send you a copy.

11. General Terms

11.1 This contract is governed by the laws of England and Wales if your Generation Unit is located in England and Wales, and by the laws of Scotland if your Generation Unit is located in Scotland. Nothing in it affects your statutory rights.

11.2 This contract is completely separate from any supply agreement you might have with us, and any charges for your electricity supply.

12. Definitions

Accreditation - for solar, wind and micro CHP Generation Units up to 50 kWh. This can be through:

- Microgeneration Certification Scheme (MCS) certification
- Another certification scheme/body recognised by us.

For all other Generation Units, you will need to demonstrate the Generation Unit is suitably certified under the scheme accredited in accordance with EN 45011 or EN ISO/IEC 17065:2012

Accreditation applies to any variation of the Generation Unit, such as an Extension.

Approved Meter - means a meter capable of measuring exported energy at half hourly intervals and complies with the requirements of Section 3.2.

Balancing and Settlement Code - contains the governance arrangements for electricity Balancing and Settlement in Great Britain.

Commissioned - means (in relation to a Generation Unit) that:

a) The completion of the usual industry-standard steps for commissioning a generating station to make it commercially operational have been carried out.

b) The Generation Unit is connected to a Plant, such that the whole of its maximum output could be used in a permitted way.

CFD (Contracts for Difference) - is defined in the Energy Act 2013 (as amended) and any regulations made under it.

Electricity Network - the local electricity distribution network, run by a licensed Distribution Network Operator (DNO).

Eligibility Date - the date the Generation Unit becomes eligible for SEG Payments.

Export Payment - what we pay you for the electricity you export to the Electricity Network in a quarterly (three-month) period. We work this out based on the Export Tariff and meter reading from your Export Meter.

Export Payment Rate - the rate we pay per kWh of electricity your Generation Unit exports to the Electricity Network.

FIT Payment - a Generation Payment and/or an Export Payment (if applicable) made under the Feed-in-Tariff scheme.

Feed-in-Tariff (FIT) Scheme - means a Government scheme to pay householders, communities and businesses for small-scale, low carbon electricity generation which closed to new applicants on 1 April 2019.

Generation Unit(s) means an Energy Generating Technology Unit which meets the criteria set out in section 3.

MCS (Microgeneration Certification Scheme) (MCS) - the scheme that certifies microgeneration products and installers in accordance with standards or schemes accredited under EN 45011.

Meter Reading - a meter reading from your Approved Export Meter.

Non-Fossil Fuel Obligation (NFFO) Arrangement - is defined in the Renewables Obligation Order 2009 and the Renewables Obligation (Scotland) Order 2009 (including any amendments to them).

Nominated Recipient - means a person you appoint to receive SEG Payments from your Generation Unit. This Recipient will be recorded on OVO's database.

Ofgem - the Gas and Electricity Markets Authority, including the Office of Gas and Electricity Markets.

Plant - means any equipment, apparatus or appliance.

Power Purchase Agreement (PPA) - is a contract between an electricity supplier and customer to purchase an amount of energy at an agreed price.

Renewable Obligation (RO) - is defined in the Renewables Obligation Order 2009 and the Renewables Obligation (Scotland) Order 2009 (including any amendments to them).

Smart Export Guarantee (SEG) - the SEG scheme is set out in The Smart Export Guarantee Order 2019, our electricity supply license and other laws.

SEG Plan - this is the section in your welcome letter which sets out the terms of the agreement which are specific to you and your Generation Unit.

SEG Payment - this is what we pay you for the electricity you export to the Electricity Network in a quarterly (three-month) period. This is based on the SEG tariff you are signed up to and the meter reading from your Approved Meter.

SEG Tariff - means the relevant SEG Tariff you are signed up to.

Site - the physical location of the Generation Unit.

Start Date - the date that your contract begins as shown in your SEG Plan.

We/us/our - OVO Electricity Limited (registered number 06858121), 1 Rivergate, Temple Quay, Bristol, BS1 6ED and our agents and subcontractors.

VAT - means value added tax as defined in the Value Added Tax act 1994.

Working Day - any day except Saturdays, Sundays, Christmas Day, Good Friday or other bank holidays.

You/your - the people named in your SEG Plan, who have entered into this contract with us.

