

BGB Smart Export Guarantee Scheme

Terms and Conditions

Your personal information

At British Gas we care about privacy and we protect your personal data. We want to be transparent about how we use your personal data, so before you read our Smart Export Guarantee Terms and Conditions, we want to point out that British Gas is the data controller of your personal data. Our Privacy Notice is separate to the contract between you and us. We recommend that you read our Privacy Notice, to understand how we collect and use your personal data and your data protection rights. You can find our Privacy Notice at britishgas.co.uk/business/privacy-policy

Terms and Conditions for the Smart Export Guarantee Scheme

Summary of the main points

- This scheme enables small-scale low-carbon generators of renewable energy to receive payments for electricity exported to the **electricity network** provided certain criteria are met
- **You'll** need an eligible smart meter or export meter and certified **generating equipment**
- **You** can't have export payments from more than one provider or multiple schemes
- **You'll** need to send **us** meter readings so **we** can calculate what **we** need to pay **you**
- **You** can end **your** contract at any time

1. Your contract

- 1.1 These are our terms and conditions for the Smart Export Guarantee scheme (**SEG Scheme**) and the **SEG tariffs we** offer. They form part of the contract between **us**, **British Gas**, and **you**, our **customer**. **We** recommend **you** read them because they set out what **you** and **we** must do and what happens if **you** don't keep to these terms and conditions. For the avoidance of doubt, these terms and conditions shall be in addition to any other terms and conditions for supply that **you** have entered into with **British Gas**. Where there is any conflict between **your** existing terms and conditions for supply and these terms and conditions for the **SEG Scheme**, the **SEG Scheme** terms and conditions shall prevail.
- 1.2 **We** may ask **you** to agree to extra conditions for certain tariffs (for example, if **you** want **us** to fix **your prices** for a while). **We'll** tell **you** if there are additional terms and conditions for **SEG tariffs**.
- 1.3 **We'll** show the most up-to-date version of these terms and conditions at Business Smart Export Guarantee - Help & support | British Gas business

2. What the words mean

- 2.1 In these terms and conditions, the words in bold have the following meanings:

British Gas, us, we	British Gas is a trading name of British Gas Trading Limited whose registered office is at Millstream, Maidenhead Road, Windsor, Berkshire SL4 5GD (company number 03078711)
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Customer, you	you , an individual or legal person, who agrees to these terms and conditions and an SEG tariff with us wholly or mainly for purposes relating to your trade, business, craft or profession
Electricity Network	the network that takes and distributes electricity to all parts of Great Britain
Eligible Meter	a smart meter (which complies with the Smart Metering Equipment Technical Specifications) or an export meter that is capable of recording electricity export in half hourly intervals and the equipment for measuring the export to the electricity network
Generating Equipment	certified equipment under the SEG Scheme . For more information on eligible technology types go to Business Smart Export Guarantee - Help & support British Gas business
Ofgem	the Office of Gas and Electricity Markets, who regulate the gas and electricity markets in Great Britain
Premises	the property or site on or at which the generating equipment is installed
Prices	the amount we will pay you for each kilowatt hour of exported electricity under your SEG tariff
Property Developer	You are a property developer if you build or renovate commercial or residential properties as part of your business activities
Rent a Roof Agreement	an agreement in which you or one of your group companies agrees to lease a roof or other property in order to install solar photovoltaic generation equipment at that property and claim SEG payments for electricity generated by the equipment and exported to the electricity network
SEG Payments	payments made to you for exporting electricity to the electricity network where that electricity was generated by certified generating equipment
SEG Tariff(s)	means the tariff under which we agree to pay you for the electricity you export to the electricity network . Our SEG tariffs are on our website and may change from time to time. Unless we tell you otherwise these terms and conditions will apply to your SEG tariff
Smart Export Guarantee (SEG) Scheme	a scheme which ensures small-scale low-carbon generators of renewable energy receive a payment for electricity they export to the electricity network . The scheme is provided for anaerobic digestion, hydro, onshore wind and solar photovoltaic generators with a total electrical capacity of 50 megawatts or less, and micro-combined heat and power (micro-CHP) with a capacity of 50 kilowatts or less. The scheme is in the Standard Conditions of Electricity Supply Licence, which may be amended from time to time.
VAT	value added tax as described, and at the rate set out, in the Value Added Tax Act 1994

3. When this contract starts and how to switch

- 3.1 **You** contract starts when **you** accept these terms and conditions as part of our application process, and **we** confirm **we've** received the completed application.
- 3.2 **We** have a duty to get **you** switched to an **SEG tariff** if **you** ask **us** to, but it may take up to 28 days after **we** receive **your** completed application. There are a few things that mean it may take longer. For example, if any of the following happens:
- **You** don't provide the information **we** need when we ask **you** for it
 - **You** don't have an **eligible meter** or **generating equipment** that allows **us** to make **SEG payments**
 - **Your** current provider prevents **you** from transferring to **us**
 - Something happens beyond our reasonable control.
- 3.3 **We** will automatically put **you** onto the **SEG tariff** that **you** are eligible for as part of the application process. Specific terms and conditions applicable to each of our **SEG tariffs** can be found in clause 13.
- 3.4 If **you** don't provide the information **we** need within 28 days of **us** asking, **we** will close **your** application. **You** can re-apply at any time.
- 3.5 **We'll** contact **you** if **we** haven't been able to switch **you** to **your SEG tariff**.

4. Our prices and your SEG payments

- 4.1 Our **prices** are set out in our **SEG tariffs** on Smart Export Guarantee | Help & support | British Gas business. **We'll** pay **you** for each eligible kilowatt hour of electricity **you** export to the **electricity network** from **your generating equipment** provided **we** have accurate **eligible meter** readings. Unless required by **VAT** regulations, **we** do not add **VAT** to the **prices** for our **SEG tariffs**.
- 4.2 Unless **your SEG tariff** says something else, **we** can lower our prices by giving **you** at least 14 days' notice. If **you** don't like the change, **you** can cancel **your** contract or switch to a different provider or **SEG tariff** (if available).
- 4.3 **You'll** need to send **us** an opening meter reading from **your eligible meter**, when this contract starts. **We** will make **SEG payments** every 3 months, so that **you** will receive a maximum of 4 payments a year. Once **you** have provided **your** opening meter reading, **we** will try to collect readings from **your** smart meter automatically every three months. **We'll** only make **SEG payments** once **you** have provided the initial opening meter reading and no more than once in every three-month period after this. It may take up to 28 working days to process **SEG payments** after receiving **your** meter readings. **We** may round calculations to the nearest penny so **your SEG payments** can be provided. For example, if the calculation **we** have made is £10.555 this is rounded up to £10.56, or if our calculation was £10.554 it's rounded down to £10.55.
- 4.4 If **we** haven't received **your** initial opening meter reading, **we** will send **you** a reminder to provide it. If for any reason, our systems have not been able to automate the readings following **your** initial opening meter reading, **we** will let **you** know. In this instance, **we** will ask **you** to provide a reading or a photo of the meter.
- 4.5 If **you** think there is a problem with any **SEG payments**, **you** must tell **us** as soon as possible and **we** will work with **you** to try and sort out the issue.

5. Your eligibility for SEG payments

- 5.1 By entering into this contract, **you** agree the information **you** provide is complete and accurate, and:
- **you** have an **eligible meter**
 - **you** own or are responsible for **generating equipment** that is located in Great Britain and is connected to and capable of exporting renewable electricity to the **electricity network**
 - if requested by **us**, **you'll** provide evidence that **your generating equipment** and its installation is certified by the Microgeneration Certification Scheme or an equivalent certification
 - **you** are not already receiving payments for exporting **your** renewable electricity under any other scheme, for example, the Feed-In-Tariff Scheme (the scheme promoting electricity generation that closed to new applicants on 1 April 2019) or an SEG scheme with a different provider
 - **you'll** tell us as soon as possible if **you** start participating in a different scheme. If **we** find out a **customer** has participated in a different scheme and has not told **us**, **we** will pay them the final bill and close their SEG account.

6. Your obligations and how this can affect your SEG payments

- 6.1 **You** should give **us** an accurate reading from the **eligible meter** at the start of the contract. If **you** do not give **us** the initial opening meter reading **you** will not receive any **SEG payments** until **you** have given **us** a valid reading.
- 6.2 **You** must tell **us** straight away if **your** information changes. For example, if **you** move home, **your eligible meter** is exchanged or removed, if **you** sell the **premises** or the **generating equipment** or if the **generating equipment** is altered in any way (including any extensions or additions). **You** must give **us** meter readings on the date of each change. If **you** do not provide the information and the meter readings, **you** may not receive the correct amount of **SEG payments**.
- 6.3 **You** will not receive **SEG payments** or **you** may have to repay them if:
- **you** do not meet, or **your** situation changes, and **you** no longer meet the conditions in clause 5.1
 - **you** don't provide **us** with meter readings
 - the information **you** provide **us** is untrue
 - **your generating equipment** is not connected to the **electricity network**
 - **your eligible meter** is not recording **your** electricity exports correctly as per clause 7.1
 - **you** don't keep to these terms and conditions.
- 6.4 If **you** owe **us** any money, even if it's under a different contract from this one, **we** may use the **SEG payments** due to **you**, to pay off what **you** owe under this contract or a different contract.

7. Problems with your meter and permission to access your property

- 7.1 If **you** or **we** think that the **eligible meter** is not correctly recording the amount of electricity being exported, a qualified person will need to test it. If **you** have a separate export meter, **you'll** need to arrange the test. If **you** have a smart meter and **we** are not **your** electricity supplier, **you'll** need to contact whoever is. If **you** have a smart meter and **we** are **your** electricity supplier, if **you** ask **us** for

the test, **you'll** have to pay for it before it is carried out. If the test shows that the **eligible meter** is not recording information correctly, **you'll** need to do the following:

- if **you** have a separate export meter, pay for and arrange for the meter to be replaced. If the electricity **you** export is measured through a smart meter, then the supplier of **your** electricity (if it is not **us**) will need to replace the meter and any costs for replacement will need to be discussed with them;
- if the meter is found to have been over-recording, **you** must promptly repay **us** any **SEG payments** where **we** have paid **you** too much. If **you** owe **us** money, **we** may deduct it from **your** future **SEG payments** until the amount is repaid.

7.2 If the **eligible meter** is found to have been under-recording, **we** will increase **your next SEG payment** by the amount that **we** have underpaid **you**.

7.3 **You** agree to give **us**, or our agents, access to **your premises**, the **eligible meter** and **generating equipment** at reasonable times and with reasonable notice because of the following:

- to inspect and test the **eligible meter** or **generating equipment** to verify the accuracy of meter readings
- to verify the accuracy of the information **you** have provided in relation to the **SEG scheme**.

8. If you want to cancel your contract or if you move premises

8.1 **You** can cancel this contract at any time by letting **us** know or switching to a different provider. **We** may ask **you** to give **us** a final meter reading from **your eligible meter**. Where a final meter reading is not provided an estimated meter reading will be used. Any **SEG payments** which accrued to **you** and **you** were entitled to under **your SEG tariff** will be paid, if **we** have a valid address from **you**.

8.2 If **you** move business or no longer have the **generating equipment** or **eligible meter** this contract will end from the date **you** move out or no longer have the **generating equipment** or **eligible meter**. **We** may ask **you** to give **us** a final meter reading from the **eligible meter** to issue **your** final payment and **we** will close **your** SEG account. Where a final meter reading is not provided an estimated meter reading will be used. Any **SEG payments** which accrued to **you** and **you** were entitled to under **your SEG tariff** will be paid, if **we** have a valid address from **you**.

9. What we agree to do

9.1 **We** will carry out our obligations under the **SEG Scheme** efficiently and promptly.

9.2 **We'll** let **you** know if we need any information from **you**. For example, as part of **your** application for an **SEG tariff** or evidence that **your generating equipment** is certified. **We** may need to share some of the information **you** provide **us** with **Ofgem**, but that information will be aggregated and anonymised and **you** will not be identifiable, to comply with our obligations under the **SEG Scheme**. See our Privacy Notice at britishgas.co.uk/business/privacy-policy for more details.

9.3 Nothing in these terms and conditions limits our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation or for any matter where it would be unlawful to limit our liability.

9.4 Without prejudice to clause 9.5 below, **we** won't, under any circumstances, be responsible or liable whether in contract, tort (including negligence and breach of statutory duty), statute, or otherwise for any loss of actual or expected profit, savings, income, business, production, information, reputation, goodwill, financial loss, and/or the loss of use or corruption of software, data or information, and/or indirect or consequential loss or damage or for any liability to **you** or to any other person.

- 9.5 **We** shall not be liable to **you** for any loss or damage arising in connection with these terms and conditions (whether in contract, tort (including negligence and breach of statutory duty), statute or otherwise) except for loss or damage to **premises** arising from a breach by **us** of these terms and conditions which was reasonably foreseeable at the time of entering into these terms and conditions and provided that our liability shall not exceed £1 million in total.
- 9.6 **We** shall not be responsible, or liable to **you**, for any losses, costs, expenses, or additional charges caused by the acts or omission of a third party, including but not limited to metering agents.
- 9.7 If the transporter or network operator is responsible for anything that is lost or damaged, **we** will only be legally responsible to **you** for the amount **we** are entitled to recover from them on **your** behalf.
- 9.8 Each clause in clause 9 applies separately. If a court or authority tells **us** **we** cannot enforce a certain clause, the other clauses will still apply.

10. Complaints

- 10.1 **We** occasionally make mistakes and when this happens, **we** want to deal with the problem straight away. **You** can find details of our complaints handling process and whether **we** have complied with our obligations under the **SEG Scheme**, on our website or at britishgas.co.uk/business/complaints
- 10.2 If **you** are a micro-business **you** can refer your complaint to the Ombudsman Services: Energy if **you** have followed our complaints procedure and if **your** complaint has not been resolved after eight weeks or **we've** sent **you** our final response to **your** complaint and **you** are not happy with the response. For more information go to ombudsman-services.org/energy

11. How we can change or end your contract

- 11.1 **We** can change the terms and conditions of this contract at any time and **we'll** make the changes available at Smart Export Guarantee | Help & support | British Gas business. **We** may have to make changes to comply with any laws or rules **we** are obliged to follow. Without prejudice to clause 4.2 above, if the change **we** are proposing to make is to **your** disadvantage, **we** will tell **you** at least 30 days before a change will begin to apply.
- 11.2 This contract will end for any of the following reasons:
- **you** switch to another provider or tell **us** **you** want to cancel **your** contract
 - **we** reasonably believe **you** have fraudulently claimed **SEG payments**
 - **you** break **your** contract's terms and conditions and **we** reasonably think it's a serious break
 - **we** no longer have permission from **Ofgem** to take part in the **SEG scheme** (**we** are required to tell **you** within 6 weeks if this happens)
 - **we** give **you** at least 30 days' notice to end the contract.
- 11.3 If **we** end this contract, **we** will tell **you** and confirm the date the contract ends.

12. General terms

- 12.1 **We** won't tolerate physical aggression or violence, or verbal or written abuse towards our staff or agents. If it happens, **we** will stop making **SEG payments**, take legal action or report it to the police.
- 12.2 The laws of England and Wales or Scotland apply to **your** contract, depending on where **your generating equipment** is. If a court or other authority (for example **Ofgem**) tells **us** a part or clause of **your** contract is not valid, the rest of this contract will not be affected and will still apply.

- 12.3 Nobody other than **you** will be able to benefit from this contract. If **you** do not keep to any part of this contract and **we** do not respond right away, this does not mean **we** won't do anything about it later.

13. Tariff specific terms and conditions

Export and Earn Plus tariff:

- 13.1 To qualify for our SEG Export and Earn Plus tariff:

- **British Gas** must supply electricity to the **premises** and **you** must be named as an account holder on the electricity account for the **premises**.
- When **you** apply to join the **SEG Scheme**, if you already have a contract with **British Gas** to supply electricity to the **premises** and the conditions set out in Clause 13.2 don't apply, **you** will automatically qualify for our Export and Earn Plus tariff at the **premises**. Otherwise, **you** will qualify for our Export and Earn Flex tariff.
- If **you** are on our Export and Earn Flex tariff at a **premises** and subsequently enter into a contract with **us** for **British Gas** to supply electricity to the **premises** and the conditions set out in Clause 13.2 don't apply, **we** will automatically move **you** to our Export and Earn Plus tariff at the **premises**. **You** will need to provide a meter reading so **we** can update **your** account and pay **you** on the new tariff rate. **We** will contact **you** to let **you** know **we** are changing **your** tariff and to collect a meter reading. If **you** do not provide a meter reading within 7 days of **us** contacting **you**, **we** will take an estimated reading from the date that **your** electricity supply agreement with **British Gas** started. **You** will be paid at the new tariff rate from the date that **your** electricity supply agreement with **British Gas** started, using an estimated reading if applicable.
- If **British Gas** ceases to be **your** electricity supplier at the **premises** at any point while on the Export and Earn Plus tariff, **we** will automatically move **you** to our Export and Earn Flex tariff for that **premises**.
- The conditions set out in clause 13.2 must not apply to **your** SEG contract.

- 13.2 **You** are not eligible for the SEG Export and Earn Plus tariff if:

- **You** are claiming **SEG payments** for an unoccupied or vacant **premises**. For example, if **you** are a **property developer** and the **premises** is part of site **you** are building or renovating or **you** are a landlord and the **premises** **you** rent out is unoccupied ; or
- **You** are claiming **SEG payments** for **generating equipment** which is subject to a **rent a roof agreement**.

If **we** discover that **you** are on our SEG Export and Earn Plus tariff and one of the situations set out in clause 13.2 applies to **you**, **we** can automatically move **you** onto our Export and Earn Flex tariff.

Export and Earn Flex tariff:

- 13.3 To qualify for our SEG Export and Earn Flex tariff:

- If **British Gas** isn't **your** electricity supplier at the **premises** specified in **your** SEG contract, **you** will qualify for our Export and Earn Flex tariff at the **premises**.
- When **you** apply to join the **SEG Scheme**, if **you** don't have a contract with **British Gas** to supply electricity to the **premises**, **you** will automatically qualify for our Export and Earn Flex tariff at the **premises**.
- If **you** are on our Export and Earn Plus tariff and **British Gas** ceases to be **your** electricity supplier at the **premises**, **we** will automatically move **you** to our Export and Earn Flex tariff at the **premises**. **You** will need to provide a meter reading so **we** can update **your** account and pay

you on the new tariff rate. **We** will contact **you** to let **you** know **we** are changing **your** tariff and to collect a meter reading. If **you** do not provide a meter reading within 7 days of **us** contacting **you**, **we** will take an estimated reading from the date that **your** electricity supply agreement with **British Gas** ended. **You** will be paid at the new tariff rate from the date that **your** electricity supply agreement with **British Gas** ended, using an estimated reading if applicable.

- If **you** enter a contract with **British Gas** for **us** to supply electricity at the **premises** at any point while on the Export and Earn Flex tariff and the conditions set out in Clause 13.2 don't apply to **you**, **we** will automatically move **you** to our Export and Earn Plus tariff at the **premises**.