



Smart Export Guarantee Application Form

Items marked with * are compulsory

Please send your completed application form and any supporting documentation to the following address:

Smart Export Guarantee Administration
Utilita Services Ltd.
Hutwood Court
Bournemouth Road
Chandler's Ford
SO53 3QB

Or by email to SEG@utilita.co.uk

Application checklist

Before submitting this application form to us please ensure you have included the following documents. Failure to include any of these items may result in your application being rejected or delayed.

1. Copy of your MCS or Flexi-orb certificate.
2. Proof of ownership of the System (such as a copy of an invoice for installation, or commissioning certificate) or if the house was purchased after install, we would require proof of ownership of the house.
3. Proof of Identity such as a copy of driving licence, birth certificate etc (you only need to provide this if you are not a Utilita customer).
4. Ensure declarations are ticked as appropriate.
5. Proof of meter read and meter serial number.

Section 1.0

Generator details

Please provide details of the person or company who owns the generating system. If the person who is to receive the SEG payments differs from who owns the generation system, please provide their details in section 2.1 below.

Title* Mr Mrs Ms Miss Other

First Name*

Surname*

Email*

Company Name

Company
Registered No.

Address*

Post Code*

Telephone

Section 2.0

Nominated SEG recipient details

Please provide the details of the individual that the SEG payments should be directed to.

Title* Mr Mrs Ms Miss Other

First Name*

Surname*

Email*

Company Name

Company
Registered No.

Address*

Post Code*

Telephone

Section 3.0

Bank details

Please provide the bank details for the payment recipient.

Bank Name

Bank Address

Account Name*

Account Number*

Sort Code*

Is the nominated recipient VAT Registered? Yes No

Registered
VAT Number

Section 4.0

Generation site details

Is the installation located at the address given for the owner of the Generation System in:

Section 2 above? Yes No

If the address where the Generation System is located differs from that of the Generation System owner's address given above, please provide either a postal address or Ordnance Survey Grid Reference for the location of the Generation System below.

Address*

Post Code*

Is the installation grid-connected? Yes No

Is the technology Anaerobic Digestion?* Yes No

*If yes, please also fill out the Ofgem form found on the SEG section of the Utilita website.

Did Utilita carry out the install of the Solar PV? Yes No

Section 5.0

Meter information

Smart export meter details

You must have a Smart Meter or a Half Hourly (HH) export meter installed. If you have both, please provide the information from the smart meter.

**Smart/HH Meter
Serial Number**

MPAN

Export supply number

Number of digits on meter

5 or 6 before decimal point

Export meter reading

On the date application sent

As part of the application process, we require a photograph of the meter read with the serial number matching the read provided above.

Section 6.0

Supply information

Are you an existing Utilita Electricity customer? Yes No

If yes, please provide your Utilita Customer ID

Section 7.0

Grants

Do you receive Feed In Tarriff (FIT) payments? Yes No

Section 8.0

Declaration

I declare that I have the authority to submit this application form, all the information contained in it is accurate and correct and any nominated payment recipient has the authority to receive these payments.

I understand that any electricity generated but not exported to The Grid will not be eligible for SEG payments.

I understand SEG payments will only be made for green export – brown export will not be eligible for SEG payments.

I have read and understood the SEG Terms and Conditions below, and privacy policy published on the Utilita website, and agree that all declarations made on this form are subject to those provisions.

I declare that my smart meter is capable of half-hourly meter readings

Name

Date

/ /

SEG Terms and conditions

1. Definitions

1.1. We use a number of definitions in these terms and conditions and we recommend you read them in full to ensure that you fully understand the Utilita SEG Scheme.

1.2. In this Agreement, the defined terms have the following meanings:

Agreement	Means these terms and conditions and your SEG application form.
Anaerobic Digestion	Means the bacterial fermentation of organic material in the absence of free oxygen (excluding anaerobic digestion of sewage and material in a landfill)
Balancing and Settlement Code	The Balancing and Settlement Code (BSC) is a legal document which defines the rules and governance for the balancing mechanism and imbalance settlement processes of electricity in Great Britain. The BSC is administered by ELEXON who are known as the Balancing and Settlement Code Company (BSCCo).
Brown Export Electricity	Means any electricity that is generated by a System that is not from a low carbon energy source. Examples may include: <ol style="list-style-type: none">1. from co-located storage (that is charged from a source, in addition to, or other than, the SEG eligible technology); or2. electricity from a standby generator.
CFR	Means the Central FIT Register kept and maintained by Ofgem and used by SEG Licensees. Details of your System, its installation and other matters relating to the Utilita FIT scheme are recorded on the CFR.
Confirmation Date	The Date on which the System is entered onto Utilita's records, such as the installation becomes accredited under the SEG scheme.
Contract Start Date	Means either: <ol style="list-style-type: none">a. when you verbally agree to contract with us over the phone; orb. the date we receive your completed, signed online SEG application.
Electricity Network	Means your local electricity distribution network.
Eligibility Date	Means the Payments date the System becomes eligible for SEG
Energy Ombudsman	Means the independent organisation, approved by OFGEM, which can assist consumers and energy companies like us to resolve any complaints.
Equivalent Scheme	Means schemes accredited in accordance with EN 45011 or EN ISO/IEC 17065:2012.
Export Tariff	A supply point number is a number that energy companies use to uniquely identify your property. For electricity, this is called an MPAN. For gas, this is called an MPRN or MPR. You will have different numbers for your import supply point (energy coming into your property) and your export supply point (energy being exported to the grid).

Export Supply Point	A supply point number is a number that energy companies use to uniquely identify your property. For electricity, this is called an MPAN. For gas, this is called an MPRN or MPR. You will have different numbers for your import supply point (energy coming into your property) and your export supply point (energy being exported to the grid).
FIT	Means the Feed-in-Tariff.
Green Export Electricity	Means electricity generated by a System solely from a low carbon energy source.
Hydro Generation Station	Means an installation driven by water, except for such an installation: <ul style="list-style-type: none"> a. driven by waves, ocean currents or geothermal sources; b. driven by tidal flows, unless also driven partly by non- tidal flows from a water course; or c. where the hydrostatic head of the water has been increased by pumping
kWh	Means a kilowatt hour.
MCS accredited	Means accredited in accordance with the Microgeneration Certificate Scheme (or equivalent schemes accredited under EN 45077).
Metering Legislation	Means: <ul style="list-style-type: none"> a. Schedule 7 to the Electricity Act 1989; b. The Meters (Approval of Pattern or Construction and Manner of Installation) Regulations 1998 (S.I. 1998/7565); c. The Meters (Certification) Regulations 1998 (S.I. 1998/7566); d. The Electricity (Approval of Pattern or Construction and Installation and Certification) (Amendment) Regulations 2002 (S.I. 2002/3729); e. The Measuring Instruments (EC Requirements) (Electrical Energy Meters) Regulations 1995 (S.I. 1995/2607); f. The Measuring Instruments (EC Requirements) (Electrical Energy Meters) (Amendment) Regulations 2002 (S.I. 2002/3082); g. The Measuring Instruments (Active Electrical Energy Meters) Regulations 2006 (S.I. 2006/7679);
MPAN	Means a Meter Point Administration Number, a unique number which identifies an electricity meter.
MW	Means a megawatt.
Ofgem	Means the Office of Gas and Electricity Markets (Ofgem) regulates the monopoly companies which run the gas and electricity networks. It takes decisions on price controls and enforcement, acting in the interests of consumers and helping the industries to achieve environmental improvements. Ofgem's governing body is the Gas and Electricity Markets Authority and is referred to variously as GEMA or the Authority.

Payee	Means the person registered with us to receive the SEG Payments.
Quarter	Means each three (3) month period during a calendar year (ending every March, June, September and December).
SEG	Means the Smart Export Guarantee.
SEG Generator	Means anaerobic digestion (AD), hydro, onshore wind, and solar photovoltaic (PV) generators with a total installed capacity (TIC) up to 5MW, and micro-combined heat and power (micro-CHP) up to 50kW receive payment for exported electricity.
SEG Licensee	Means a mandatory or voluntarily licensed supplier participating in the SEG Scheme.
SEG Payment(s)	Means the payments paid to you in accordance with this Agreement for the Green Export Electricity your system exports to the Electricity Network.
SEG Scheme	Means the scheme set out by the UK Government for licensed electricity suppliers to offer a tariff and make payments to small-scale, low-carbon generators for renewable electricity exported to the Electricity Network pursuant to the Standard Conditions of Electricity Supply Licence.
SEG Year	Means: a. 1 January 2020 to 31 March 2027 ("the first SEG Year"); and b. Thereafter, a rolling, consecutive period of 72 months commencing from 1 April 2027 to 31 March 2022.
System	Means the installation owned by you which is capable of generating, and exporting, small-scale low carbon energy, certified under the SEG Scheme and which meets the eligibility criteria outlined in clause 4.
Utilita SEG Scheme	Means the SEG scheme operated by us to reward our customers for the Green Export Electricity exported back on to the Electricity Network.
Writing	Means correspondence sent by letter or email.

2. The Agreement

2.1. We are **Utilita Energy Limited, of Hutwood Court, Bournemouth Road, Chandler's Ford, Eastleigh SO53 3QB, registered in England - 04849787**. "we", "our" or "us" shall be construed accordingly.

2.2. We are a mandatory SEG Licensee, Under the Utilita SEG Scheme, and in accordance with eligibility criteria and you meeting your obligations under the terms of this Agreement, we agree to pay you for Green Export Electricity you export back to the Electricity Network.

2.3. This Agreement applies only to the System identified in your SEG application form. This Agreement is separate to any agreement you may

have with us for the supply of energy. However, in the event of any conflict between this Agreement and any agreement you have with us for the supply of energy, the provisions set out in this Agreement shall take precedence.

2.4. We will not impose any obligations on you which are additional to, or more onerous than those that are necessary to enable us to meet our obligations under the Utilita SEG Scheme.

2.5. We will take reasonable steps to fulfil our obligations under the Utilita SEG Scheme efficiently and with speed.

2.6. In the event the information on your SEG application form is amended to correct an error or reflect a change relevant to the content of this Agreement, we will send you any amendments to be re-signed and agreed.

2.7. We, acting as a SEG Licensee, agree not to discriminate without objective justification between one group of SEG Generators over another.

2.8. We will take all reasonable steps to ensure that any information we provide to you (whether in writing, electronic display or orally or verbally) is:

- 2.8.1. complete and accurate;
- 2.8.2. capable of being easily understood;
- 2.8.3. does not mislead you; and
- 2.8.4. fair, transparent, appropriate, and delivered in a professional manner in terms of content and how it is presented.

3. Eligibility date and term

3.1. We will calculate and provide you with the Eligibility Date if:

- 3.1.1. You meet the eligibility criteria set out in clause 4.1.;
- 3.1.2. You have provided us with all information and supporting documents necessary, or as we have requested, to review your SEG application. The information you provide to us must be accurate, up to date, complete and relate to a current System; and
- 3.1.3. We have provided you with our acceptance of your SEG application in writing.

3.2. We have an obligation to transfer your eligible System to the Utilita SEG Scheme upon request, subject to you meeting the eligibility criteria. The switch may take up to 28 calendar days from the date in which we provide you with written acceptance of your SEG application. It may take us longer to process your request if:

- 3.2.1. You do not provide us with the relevant information when we ask for it;
- 3.2.2. You do not have an export supply point that is associated with your meter. It is our responsibility to ensure you are set up with an export MPAN that associates with your meter;
- 3.2.3. Your current SEG/FIT supplier prevents you from moving to us; and/or
- 3.2.4. An event happens beyond our control.

3.3. The term of eligibility relates to the 'lifetime' of your System as identified on the installation certificate. The term of eligibility is calculated from the installation date of your System until it is no longer eligible in accordance with the terms of this Agreement.

The 'lifetime' of your System can vary and there may be no set duration. You agree to provide us with the term of eligibility of your System as set out on your installation certificate when you submit your SEG application. If there is no term of eligibility identified on the installation certificate for your System, we reserve the right to determine the lifetime of your System based on the average lifetime for your System type. We will tell you what lifetime we have determined if this is the case.

4. Eligibility criteria

4.1. By entering into the Utilita SEG Scheme, you confirm that you meet the following criteria:

- 4.1.1. You own the System;
- 4.1.2. Your System type falls under the qualifying technologies including any one of the following technology types up to a capacity of SMW, or up to 50kW for Micro-CHP:
 - 4.1.2.1. Solar photovoltaic (solar PV)
 - 4.1.2.2. Wind
 - 4.1.2.3. Micro combined heat and power (Micro-CHP)
 - 4.1.2.4. Hydro Generation Station
 - 4.1.2.5. Anaerobic digestion (AD)
- 4.1.3. Your System is MCS accredited or accredited by an Equivalent Scheme to the MCS and is installed by an MCS or equivalent;
- 4.1.4. Your System complies with appropriate Metering Legislation. All hardware related to export is the responsibility of the system owner
- 4.1.5. Your System must:
 - 4.1.5.1. be capable of taking export measurements at half hourly intervals; and
 - 4.1.5.2. have an export MPAN to manage exported volumes and the export MPAN must be registered under the Balancing and Settlement Code. It is our responsibility to ensure you are set up with an export MPAN that associates with your meter;
- 4.1.6. You are not, or will not be, receiving any payments from any energy supplier apart from us for the electricity exported to the Electricity Network by your System for the duration of this Contract, including Fee-In-Tariff (FIT) or Renewable Obligation Certificate (ROC) payments;
- 4.1.7. You have informed us if you have received any grants in relation to your System in your SEG application or otherwise and acknowledge that you may be required to repay such grants, if requested by Ofgem, in order to join and continue with the Utilita SEG Scheme;

4.1.8. You declare that any information you provide to us is complete, up to date and accurate.

4.1.9. Your System is located in Great Britain (this may change where devolved powers are amended).

4.2. If your System has both an export and import meter, each meter must have a separate MPAN, each of which must be separately registered. It is our responsibility to ensure you are set up with an export MPAN that associates with your export meter. However, you are only entitled to receive SEG Payment(s) from one SEG Licensee where the System has a single export MPAN.

4.3. If your System includes Anaerobic Digestion technology, the following additional terms apply:

4.3.1. You must complete and submit a declaration to Ofgem confirming your intent to seek and receive SEG Payments;

4.3.2. You must comply with ongoing SEG sustainability and reporting requirements;

4.3.3. You agree to provide us with the following information with your SEG application:

4.3.3.1. The evidence you have provided to Ofgem in relation to your ongoing SEG sustainability and reporting requirements for your System; and

4.3.3.2. The evidence that Ofgem has accepted your declaration, all supporting documentation and has confirmed your Anaerobic Digestion reporting start date, in writing.

4.3.4. Where your System does not meet Ofgem's requirements, or you have not submitted the relevant declaration or audit report to Ofgem, we are not obliged to make any SEG Payments to you.

4.3.5. If you have switched to the Utilita SEG Scheme from a previous SEG Licensee, your Anaerobic Digestion reporting start date and reporting periods will carry on with us. We will calculate the correct periods for submission of declarations and audit reports based on the Anaerobic Digestion reporting start date.

4.4. If your System is receiving payments under the FIT scheme, you will have made an initial choice about whether to receive the export payment or to sell exported electricity on the open market. Your decision is recorded on the CFR.

4.5. You can change your decision to receive payments under the FIT scheme once every 12 months. If you wish to receive SEG Payments from us, you agree to promptly notify us of your current FIT export status and any change or planned change to your FIT export status, no later than 01st April each year.

4.6. You will be unable to change your first choice until

at least the first anniversary of your participation in the FIT scheme. After that date, you are permitted to change your selection to opt in or out of the FIT scheme, but no more than once every 12 months and by 01st April each year. If we are your FIT licensee, we will record your opt-in or opt-out decision on the CFR.

4.7. If a System is participating in the SEG Scheme, it must not also be receiving FIT export payments. By entering into this Agreement, you agree to promptly and accurately inform us if your System is participating in the FIT scheme and confirm that your System has been opted out of FIT export payments. If your System has been opted out of FIT Export payments, you will promptly notify us of the date of opt out.

4.8. If any SEG Payments are paid to you and we later discover that you and/or the System was ineligible pursuant to the terms of this Agreement, or that the SEG Payment was claimed fraudulently, we reserve the right to recover, and you agree to promptly repay, all SEG Payments which relate to the period in which you and/or your System was ineligible and/or fraudulently requested.

5. Tariff prices and payment

5.1. We will make SEG Payments in accordance with this Agreement and the requirements of Ofgem, provided that you comply with the eligibility criteria set out in clause 4 and you have provided us with the necessary meter readings (where applicable).

5.2. We shall pay to you a sum for the amount of electricity exported back to the Electricity Network by your System in each Quarter, calculated using actual meter readings and in accordance with your Export Tariff unit rate set out in this Agreement. We reserve the right to amend the payment schedule for any SEG Payments at our sole discretion and without liability. We shall, wherever possible, provide you with up to 14 days' prior written notice (including electronic communications) of any amendment to the payment schedule for any SEG Payments. If your System is not connected to the Electricity Network, you will not be entitled to receive the SEG Payments

5.3. You agree to either provide us with your System's meter readings, or for us to read your meter remotely, following the last day of each Quarter in order to receive SEG Payments. If you do not provide us with the meter readings by this date, any SEG Payments owed to you will be paid in the subsequent Quarter payment period.

5.4. Your meter readings must be accurate and reflect the value shown on the appropriate meter on your System at the point at which they are recorded.

5.5. If you do not give a meter reading, we are not responsible for visiting your address to take any meter readings or for making any SEG Payments to you.

5.6. Subject to receipt of meter readings, we will calculate your SEG Payment within 10 calendar days from the last day of each relevant Quarter.

5.7. We will make the SEG Payment to you by BACS to your nominated bank account as set out in your completed SEG application (or such other payment method as agreed between the parties) within 28 calendar days from the last day of each relevant Quarter. Your first SEG Payment may include any accrued amounts owed to you from the Eligibility Date. We are not responsible for any payments if the bank details provided in your completed SEG application are incorrect or were provided in error.

5.8. If you are VAT registered, and you have declared this to us, we will send you a request for invoice with details of the SEG Payment payable to you and ask you to invoice us for this amount.

5.9. If we overpay any amounts to you, we reserve the right to recover from you the relevant amount overpaid within the next payment Quarter, or to request you to repay such amounts to us before that date.

5.10. We reserve the right to reduce, withhold or recoup SEG Payments if it has been identified that an error has occurred on behalf of Ofgem, you, us or if an abuse of the Utilita SEG Scheme has been identified by Ofgem.

5.11. Under the SEG Scheme, we are only obliged to make SEG Payments for Green Export Electricity. We are not obliged to make SEG Payments for Brown Export Electricity. Accordingly, we will only pay you for Green Export Electricity generated by your System from one of the eligible low carbon energy sources. We will not pay you for any Brown Export Electricity or where we are not satisfied that your System is able to sufficiently isolate Green Export Electricity from Brown Export Electricity. We reserve the right to withhold payment where we cannot reasonably determine the electricity generated is Green Export Electricity.

5.12. If we are not satisfied that you and your System are able to sufficiently isolate Green Export Electricity from Brown Export Electricity, we can require you to install suitable metering (at your expense) to calculate the Brown Export Electricity and either deduct that from the overall exported electricity, pro-rate the output of Green Export Electricity; or use estimates to calculate the Green Export Electricity.

5.13. If you have transferred to us from an insolvent SEG licensee, we are not responsible for making either any payments in relation to any period of time in which you were not accepted under the Utilita SEG Scheme or any other payments which may be due to you from the insolvent SEG licensee.

5.14. If we are notified by Ofgem that you are suspended or removed, and/or the System no longer operates, we will cease all SEG Payments until we are notified to recommence by Ofgem.

5.15. You have the right to nominate a third party to receive your SEG Payments. Where you give us this information within 7 days of the end of a Quarter, we will pay the new payee during the following payment. If you make nomination later than 7 days following the end of a Quarter, we will pay the new payee during the next quarterly payment run. If you wish to change the Payee, you must notify us in writing and provide us with such other information that we may request in order to determine and/or validate the new Payee's details and to update with ourselves. We shall only be able to make SEG Payments to the new Payee once we have received confirmation these have been updated on our system with the new Payee's details.

6. Changes to your system

6.1. You must notify us if you change the capacity or function of your existing System (as identified in your SEG application) in any way, as this may affect your SEG Payments.

6.2. If you fail to notify us of any change (which is later discovered), we will notify Ofgem and they will take the appropriate action. In the event of this happening, we will carry out any actions recommended by Ofgem and we also reserve the right to withhold, reduce or recoup payments accordingly.

6.3. If the change to your System impacts your Export Tariff unit rate, the change will take effect from the point at which our records have been updated, or from which Ofgem instructs us to make the change. Your Agreement will be amended accordingly with all relevant changes including, but not limited to, an updated Export Tariff unit rate.

6.4. If you install additional capacity which takes you over the SMW (or 50kW for micro-CHP) threshold for the SEG compliant tariff, we reserve the right to withhold the payment from the date of the installation on the additional capacity.

6.5. In the event you add capacity to an existing System from a different low carbon source, this will be treated as a separate System, subject to eligibility. You will need to make a new application for the separate System.

7. Moving address

7.1. If you are the owner of the property but move address and still wish to be the Payee of the SEG Payments, it is your responsibility to ensure that the meter readings are submitted as required in order to continue receiving the SEG Payments.

7.2. If you move address and wish for the new occupant to become the Payee, you must contact us in writing and provide us with the information required to enable us to determine and/or validate the new Payee's details. Once we have confirmed and updated our records with the new Payee's details, your Agreement will end.

7.3. We are only obliged to pay the Payee as named on our system. It is your responsibility to agree ownership of the System as part of any property move.

8. Change of ownership

8.1. You must notify us if there has been a change in the ownership of your System and provide us with supporting documentation, as requested.

8.2. The Eligibility Date for any new owner of the System will be determined from when we calculate it following notification from you or new owner of the change in ownership.

8.3. We are not responsible to you or any new owner for any late notifications or payments made in error due to you or the new owner's failure to notify us of the change in ownership. If we make any such payments to you, we are not responsible for making any further payment to the new owner. However, we reserve the right to recover, and you agree to repay, any SEG payments paid to you in error from the date of the change in ownership.

9. Ending this Agreement

9.1. You may end this Agreement at any time upon 14 days' written notice.

9.2. If you end this Agreement in order to receive a SEG-related payment from another energy supplier, the date upon which this Agreement shall end is the date in which the new energy supplier updates your details on their system.

9.3. This Agreement will automatically end if:

9.3.1. You fail at any time to comply with the eligibility criteria set out above;

9.3.2. If you move address;

9.3.3. If we are no longer a SEG Licensee;

9.3.4. If we become insolvent or otherwise cease trading;

9.3.5. In the event that either party commits a serious breach of this Agreement.

9.4. In we become insolvent or otherwise cease trading, we will notify you as soon as possible but, in any event, within 6 weeks of cessation of being a SEG Licensee.

9.5. If we cease to be either a mandatory or voluntary SEG Licensee, we will continue the arrangements under this Agreement until the end of the relevant SEG

Year. If we cease to be a mandatory SEG Licensee, we can become a voluntary SEG Licensee in the next SEG Year at our sole discretion.

9.6. Upon termination of this Agreement, howsoever arising, you may provide us with meter readings from your System (where applicable).

9.7. Where possible, we shall pay you for the amount of Green Export electricity you have exported back on to the Electricity Network in accordance with this Agreement. This will be from the date of the last meter reading payment to the last day of the Agreement.

10. Access to your property

10.1. You agree to allow us, or any person authorised by us, access to your premises in order to carry out services relevant to this Agreement and to collect and/or verify meter readings.

10.2. We reserve the right to check your System and meter(s) to verify any meter readings that you submit to us. If we find the information you have provided is incorrect or different from the information you submitted in your SEG application, we reserve the right to end this Agreement and the Utilita SEG Scheme with immediate effect and without liability. We reserve the right to withhold any SEG Payments which may relate to or be connected with the unverified meter readings.

10.3. However, you agree that you will allow our representatives, to have access to your address at any time in an emergency, or where there is danger to people or property or where any statutory rights are being enforced, or where we have reasonable suspicion that the meter readings you have provided are incorrect, or at other times on reasonable notice in order to verify any meter readings you provide. Please ensure that the meter is easily accessible when we or our representatives visit.

10.4. You agree that you will allow access to your address for our representative to do this safely. For further information on what happens when we need to access your address and the security measures we can put in place, please read our Code of Practice on Arrangements for Site Access at www.utilita.co.uk/help/codes-of-practice

11. Changing SEG Licensee

11.1. If you wish to change to another SEG Licensee, we will take all necessary steps required by Ofgem to facilitate the switch as quickly as possible. To switch to another SEG licensee, you should contact the SEG licensee you wish to switch to who will initiate the necessary industry changes.

12. Opting out of the SEG Scheme

12.1. You may opt out to receive SEG Payments for any Green Export Electricity that you have exported back on to the Electricity Network. If you wish to opt out, please let us know in writing, including your final meter reading. Your opt out notification will become effective after the next Quarterly payment period (provided that the period between opting out and the next payment period is more than 28 calendar days).

12.2. If you have opted out, you can opt back in to receive payments for Green Export Electricity that you have exported back on to the Electricity Network at the market-based price. You may only opt back in once every 12 months from the date you initially opted out.

13. Data protection

13.1. We are committed to the operation of fair processing in relation to the collection and use of personal information. We explain below how we will collect and use your personal information to provide the Utilita SEG Scheme.

13.2. Utilita Energy Limited is the controller in respect of personal information used in the verification of the Utilita SEG Scheme.

13.3. We will only process your information for the Utilita SEG Scheme where you have applied to be included in the Utilita SEG Scheme.

13.4. What information we may collect and how we use it:

13.4.1. We collect information about you:

13.4.1.1. When you complete your SEG application;

13.4.1.2. Where you have volunteered information to continue your SEG application;

13.4.1.3. Where you have contacted us to resolve a query.

13.4.2. The information we may collect includes:

13.4.2.1. Name;

13.4.2.2. Contact details (Phone number, Email address, Address);

13.4.2.3. Certification numbers;

13.4.2.4. Metering information (meter serial numbers, MPAN, location of meter);

13.4.2.5. Bank account details;

13.4.2.6. Vulnerability information.

13.4.3. We use this information to manage and administer your Agreement, including to identify you, to progress your SEG application, to verify the information you have provided and to facilitate payment where due.

13.4.4. We may collect and process information relating to vulnerabilities or health related problems where it is relevant for your application. We will only collect and use this information with your explicit consent.

13.4.5. We may share your information with:

13.4.5.1. Selected third parties to help administer the Utilita SEG Scheme including Ofgem or such other regulatory authority or government and industry bodies who may use it for the purpose of administering, reporting and auditing the Utilita SEG Scheme or in order to comply with any accreditation process, and such other information as requested by Ofgem or such other regulatory authority or government and industry bodies in relation to the Utilita SEG Scheme;

13.4.5.2. Fraud prevention services to prevent abuse of the Utilita SEG Scheme.

13.4.6. We collect information that you provide us when filling out an application form and through any contact or correspondence. Where you are providing us with information relating to a third party, you confirm that you have obtained their consent to do so.

13.5. Our legal basis for collecting this information is to allow you to apply for the Utilita SEG Scheme.

13.6. We collect and process your information to provide you with access to the Utilita SEG Scheme ('Contract').

13.7. We will only collect vulnerability information if you have explicitly consented to us processing this information. This consent will be collected when you apply for the Utilita SEG Scheme or during future contact ('Consent').

13.8. We may use your data to improve the scheme for future years, we believe this is in our business interest to ensure the Utilita SEG Scheme becomes more accessible ('Legitimate Interest').

13.9. Information we hold about you is stored on secure servers that are protected from external access using best practice in information technology. Staff access our systems by individual password protected schemes, which limit access to personal data to those who need to use it to provide our services.

13.10. Information that is shared with third parties to ensure the smooth operation of the Utilita SEG Scheme will be transferred using best practice in information security and only those who have a need to view this information will be allowed access.

13.11. If you are unhappy with the way we handle your personal information, you can contact our Data Protection Officer at DPO@utilita.co.uk or write to us at **Utilita Energy Limited, Hutwood Court, Bournemouth Road, Chandlers Ford, Eastleigh, SO53 3QB**. We will try to address your concerns. You can also complain to the Information Commissioners Office who is the relevant regulatory body.

14. Liability

14.1. We do not limit our liability to you for death or personal injury arising out of our negligence or fraudulent misrepresentation.

14.2. We are only responsible for foreseeable loss or damage that is caused by our failure to comply with our obligations under this Agreement, or where we do not use reasonable skill and care. If you suffer loss as a result of our failure under this Agreement, our total aggregate liability to you for all claims is limited to £70,000 for any one event or series of connected events in any 72-month period.

14.3. We are not responsible for unforeseeable losses, or any other loss or damage that you may incur which is not an obvious consequence of our failure, or where the failure is due to circumstances that are beyond our reasonable control. We are not responsible for any indirect, special or consequential losses you may suffer, including but not limited to any loss of profit, revenue, goodwill, contract, wasted expenses, business losses or disruption to business activities carried out at the premises.

14.4. You agree to pay us any reasonable costs that arise if we have to take action due to you breaking the terms of this Agreement.

15. Dispute resolution

15.1. If you have a question, comment or complaint regarding the Utilita SEG Scheme or this Agreement, please contact us as soon as possible. The quickest way to resolve any issue is to call into our Customer Services Team on **03452 072 000**. Our advisors will aim to resolve your query over the phone. Alternatively, you can refer to our complaints handling procedure which is available on our website at www.utilita.co.uk.

15.2. If we cannot solve the problem there and then and we have not done so within 24 hours, or if the matter is not resolved or requires further investigation, we will follow the matter up with you via telephone, email or post to ensure you know what is going on. In all of the above cases you should expect to receive a response from us within 5 working days of the date the matter was originally raised.

15.3. If, at any time, you are unhappy about how the matter has been handled, you can refer it to the Citizens Advice Consumer Service, which provides free, confidential and impartial advice on consumer issues. They can offer advice to those struggling to pay bills, as well as where to find information on how to make a complaint or get a better deal. You can find further information on their website at www.adviceguide.org.uk.

15.4. If the matter remains unresolved after 8 weeks from the date it was raised, you have the option to contact the Energy Ombudsman, who assist consumers in resolving complaints with Energy companies.

15.5. If you wish to take your complaint down this route, it will be your responsibility to contact the Energy Ombudsman with details of your complaint. You can find further information on their website at www.ombudsman-services.org/energy

16. General

16.1. Nothing in this Agreement affects any statutory rights you may have under law.

16.2. We may transfer our rights and obligations under this Agreement to another company. If we do so, your obligations or liabilities under this Agreement will not be affected.

16.3. This Agreement constitutes the entire Agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

16.4. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

16.5. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16.6. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

16.7. If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

16.8. We may revise or supplement this Agreement from time to time in accordance with any legislative requirements and/or any changes that we decide to make. We will update this Agreement and any supporting documentation accordingly. Where possible, we will provide you with 14 calendar days' notice prior to the change taking place.

16.9. Each party acknowledges and confirms that it does not enter into this Agreement in reliance upon any representation or warranty or other undertaking not fully reflected in this Agreement, save for any fraudulent misrepresentation.

16.10. Subject to clause 16.1, this Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.