

# Valda Energy

## Feed-in Tariff Terms and Conditions

1 April 2020



## Feed-in Tariff Terms and Conditions

The **FIT scheme** was introduced to encourage the uptake of small-scale renewable and low carbon technologies, but it was closed to new applications on 1 April 2019 (subject to certain exceptions).

These terms and conditions together with your **FIT plan** form our **contract** with you. They will help to explain the basis on which we will make **FIT payments** to you and other important information you need to know. We hope you will find them clear and easy to use.

Some expressions in these terms and conditions are in bold text because we have given them specific meanings. These meanings are set out in clause 16 (Glossary).

### 1. Your contract

- 1.1 Your **contract** is between Valda Energy Limited (“we”, “us” or “our”) and the person, people or entity named as the generator in your **FIT plan** (“you” or “your”).
- 1.2 Your **contract** will commence on the **contract start date**, but we will have no obligations or liability under your **contract** until the **FIT start date**.
- 1.3 Your **contract** will continue until the end of the **eligibility period**, unless brought to an end earlier in accordance with clause 10 (Ending your contract).

### 2. Your eligibility

- 2.1 You acknowledge that your receipt of **FIT payments** is dependent on the continued eligibility of you and the **facility** under the **FIT scheme**. You must provide confirmations of such eligibility from time to time in accordance with the requirements of the **FIT scheme** or when otherwise reasonably requested by us.
- 2.2 You confirm at the **contract start date** and throughout the term of your **contract** that:
  - (a) the information you have given to us (or which has been given to us on your behalf) about the **facility**, the **site** and your participation in the **FIT scheme** is complete and accurate (including the information recorded in your **FIT plan**);
  - (b) you are eligible to receive **FIT payments**;
  - (c) you are the owner of the **facility** and the **site**, or you otherwise have all necessary rights to receive **FIT payments**;
  - (d) the **facility** is an **accredited FIT installation**;
  - (e) the **facility** has a total installed capacity of 5 MW or less (or, in the case of a combined heat and power source, 2 kW or less);
  - (f) the **facility** does not contain any generating equipment which has previously been accredited under the **FIT scheme** or the **ROO Scheme**;
  - (g) a **generation meter** and/or an **export meter** (as applicable) has been installed;
  - (h) your installer has notified your **distributor** of the installation of the **facility** and you hold evidence of this;
  - (i) you are not claiming **ROCs** for the **facility**;
  - (j) no **generation** is being sold under a **NFFO arrangement**;
  - (k) if the **facility** is not connected to the **distribution system** for the purposes of exporting electricity, it is your intention to use any and all electricity generated by the **facility** and you fully understand that any electricity generated but not so used will not be eligible for **FIT payments**;
  - (l) the **facility** is not registered with any other electricity supplier for the purposes of receiving **FIT payments**; and
  - (m) no grant funding has been provided by a public authority in relation to the costs of purchasing or installing the **facility** which has not been repaid and would prevent the **facility** from participating in the **FIT scheme**.

### 3. Changes to your circumstances or information

- 3.1 If your circumstances change or any of the information you have given to us (or which has been given to us on your behalf) about the **facility**, the **site** and your participation in the **FIT scheme** change, this may affect whether you are eligible for **FIT payments** or the amount of such **FIT payments**. You must tell us as soon as reasonably practicable if your circumstances or information change, providing **meter** readings taken on the date of any such change.
- 3.2 In particular, and without affecting the generality of clause 3.1, you must tell us as soon as reasonably possible if:
- (a) there is a change in ownership of the **facility**, in which case you must give us as much prior notice as possible and provide all supporting documentation which we may reasonably request;
  - (b) there are any changes to the **facility** that increase or decrease the total installed capacity;
  - (c) there are any modifications to the **meters**, including if a smart meter is installed;
  - (d) you wish to install or operate any **storage device** at the **facility**, in which case you must provide us with a schematic diagram of the plant or equipment showing the **facility**, the **storage device** and the **meters**;  
or
  - (e) the **facility** ceases to be an **accredited FIT installation** or is otherwise removed from the **Central FIT Register**.
- 3.3 Information given to us by you or your **nominated recipient** may be used for the purposes of administering, reporting and auditing the **FIT scheme** and may be shared with **Ofgem** or any other **competent authority** for this purpose.
- 3.4 If your circumstances change, or if **Ofgem** makes changes to your entry in the **Central FIT Register**, we may need to update your **FIT plan**, in which case we will send you a revised version.
- 3.5 If you sell the **facility** and agree with the new owner that you will remain entitled to **FIT payments**, you must provide us with proof of that agreement. You will continue to be responsible for making sure the new owner gives us **meter** readings in accordance with these terms and conditions and that you and the **facility** otherwise comply with your **contract**.
- 3.6 You must promptly provide to us any information and evidence that we reasonably request from time to time relating to you, the **site**, the **facility** and the **FIT scheme**. This will include the right to inspect and audit your books and records to the extent relating to the performance of your obligations under your **contract**, and the right to make copies of such books and records for the purposes of auditing your compliance.
- 3.7 If any of the information provided by you (or on your behalf) turns out to be incorrect, or if it has changed and you have failed to tell us in accordance with this clause 3, we may:
- (a) tell **Ofgem** and they may take appropriate action (which may affect your entitlement to **FIT payments**);
  - (b) reduce or withhold **FIT payments** (in whole or in part), or require you or your **nominated recipient** to repay them to us (in which case, we may recover the relevant amount from you, whether the **FIT payment** has been made to you or your **nominated recipient**, or set off such amount against any subsequent **FIT payments**); and/or
  - (c) immediately end your **contract** in accordance with clause 10.3.

### 4. FIT payments

- 4.1 **FIT payments** will be made by reference to the information held in the **Central FIT Register** and otherwise in accordance with the **relevant requirements**, these terms and conditions and any instructions given by **Ofgem**. You must provide us with such advice, information, declarations and assistance as may be necessary to ensure that all information relating to the **facility** held on the **Central FIT Register** is complete and accurate.
- 4.2 If you want us to pay the **FIT payments** to a **nominated recipient**, you must tell us in writing, providing all supporting information and documentation which we may reasonably request. We will continue to make **FIT payments** to your **nominated recipient** until you tell us in writing that **FIT payments** should be made either to you or another **nominated recipient**. In each case, the instruction will only take effect once **Ofgem** has confirmed that the **Central FIT Register** has been updated with the new payee's details.

- 4.3 We will pay a **generation payment** to you or your **nominated recipient** in respect of the **metered generation** during each **FIT payment period**.
- 4.4 We will pay an **export payment** to you or your **nominated recipient** in respect of the **metered export**, or (where applicable) the **deemed export**, during any **export tariff period** occurring (in whole or in part) during a **FIT payment period**.
- 4.5 Within 45 days of the end of each **FIT payment period**, we will prepare and provide to you a written statement setting out:
- (a) the **generation** for that **FIT payment period**, and the **generation payment** payable by us in respect of the same;
  - (b) the **export** during any **export tariff period** occurring (in whole or in part) during that **FIT payment period**, and the **export payment** payable by us in respect of the same;
  - (c) any **fees** applicable to that **FIT payment period**, and the amount payable by you in respect of the same;
  - (d) any other amounts payable under your **contract**;
  - (e) the amount of **VAT** and other taxes payable on the above amounts; and
  - (f) the net amount payable by one party to the other after taking into account all the matters set out above.
- 4.6 We will prepare self-billed invoices for any amount payable to you or your **nominated recipient** in accordance with each statement prepared under clause 4.5. If, however, a statement shows that the amount payable by you exceeds the amount payable by us, we may replace the self-billed invoice with an invoice from us to you for the relevant amount.
- 4.7 We agree:
- (a) to issue self-billed invoices for all sums payable to you under your **contract**;
  - (b) to complete self-billed invoices showing your name, address and **VAT** registration number, together with all other details which constitute a full **VAT** invoice;
  - (c) to make a new self-billing agreement with you in the event that your **VAT** registration number changes; and
  - (d) to inform you if the issue of self-billed invoices will be outsourced to another person.
- 4.8 You agree:
- (a) to accept invoices raised by us on your behalf;
  - (b) not to raise sales invoices for the sums payable under your **contract**; and
  - (c) to notify us immediately if you change your **VAT** registration number, cease to be **VAT** registered or sell all or any part of your business.
- 4.9 Subject to the other provisions in this clause 4, all invoices issued under this clause 4 will be payable within 10 **business days** of the date of the invoice, by electronic transfer to a bank account nominated in writing by the relevant party for such purposes.
- 4.10 Amounts calculated by reference to payments or distributions to be made to us by a third party will only be paid after we receive such payments or distributions in cleared funds.
- 4.11 Overdue amounts will accrue interest on a daily basis from (and including) the due date to (but excluding) the date of payment (whether before or after judgment) at the rate of 2% above the base rate from time to time of Barclays Bank plc.
- 4.12 Unless otherwise indicated, all amounts specified in your **contract** are stated without **VAT** or other taxes, which will be payable in addition where they apply and at the prevailing rate.
- 4.13 Notwithstanding any other provision in this clause 4, you will be responsible for ensuring that you have all appropriate arrangements in place so as to comply with your taxation requirements. For example, if you appoint a **nominated recipient**, they will receive the entirety of your **FIT payments** (including any **VAT**).

- 4.14 If you wish to dispute a **FIT payment**, you must tell us as soon as reasonably practicable. We will work with you to investigate your concerns and try to resolve them as soon as reasonably possible.
- 4.15 If **Ofgem** tells us that you, your **nominated recipient** and/or the **facility** has been suspended or removed from the **Central FIT Register**, we will stop making **FIT payments** until **Ofgem** tells us that we may start again (and those **FIT payments** may be reduced on the instructions of **Ofgem**).
- 4.16 We may reduce or withhold **FIT payments** (in whole or in part), or you or your **nominated recipient** may have to repay them to us, if you or we have made a mistake, if **Ofgem** has made a mistake or if **Ofgem** decides that you have abused the **FIT scheme**. If we have overpaid any **FIT payments**, then we may recover the relevant amount from you (whether the **FIT payment** has been made to you or your **nominated recipient**) or set off such amount against any subsequent **FIT payments**.
- 4.17 You must keep records of all **FIT payments** paid to you or your **nominated recipient** for at least 12 months following the date on which you or your **nominated recipient** received them. If you fail to do so, you could affect your eligibility for further **FIT payments**.
- 4.18 For the avoidance of doubt, **FIT payments** in respect of the last **FIT payment period** under your contract will not be payable until the end of that **FIT payment period**, which may occur after the end of your **contract**.
- 4.19 If the **facility** shares a **meter** with other electricity generating plants, we will calculate **FIT payments** in respect of the **facility** by pro-rating the **generation** and/or **export** (as the case may be) by reference to the maximum operating capacity of each electricity generating plant sharing the **meter**.
- 4.20 If no other **FIT licensee** has previously been recorded in the **Central FIT Register** in respect of the **facility**, the **FIT payments** in respect of the first **FIT payment period** will be calculated (subject to any restrictions under the **FIT scheme**) by reference to the period from the start of the **eligibility period**.
- 4.21 Without prejudice to any other right or remedy we may have, we reserve the right to set off any amount owing at any time to us by you or one of your **affiliates** (howsoever arising) against any amount payable by us to you or your **nominated recipient** under your **contract** (including **FIT payments**).

## 5. Metering

- 5.1 You acknowledge and understand that the **meters** must comply with all **relevant requirements** relating to metering equipment. Unless we agree otherwise with you in writing, no **meter** is our property and we are not responsible for any faults in them, nor for installing or maintaining them.
- 5.2 Unless clause 5.3 applies, you must give us accurate readings in respect of the **meters** at the start of your **contract** and then within 5 **business days** of the end of each **FIT payment period** occurring (in whole or in part) during the term of your **contract**. You must provide these meter readings by such means as we reasonably specify from time to time, and (if requested by us) each notification must be accompanied by a time-stamped photograph of the **meters** showing the **generation** and (where applicable) the **export** at that date.
- 5.3 Where a **meter** has functionality which allows us to remotely read the **meter**, you will only have to give us readings in accordance with clause 5.2 if requested by us, but you must notify us of any discrepancy between the **metered generation** and (where applicable) the **metered export** in a statement prepared in accordance with clause 4.5 and the actual readings.
- 5.4 If you do not give us readings in accordance with clauses 5.2 or 5.3, you will not receive any **FIT payments** in respect of that **FIT payment period** until the end of the following **FIT payment period**, provided you have given us valid **meter** readings for that **FIT payment period**. No interest shall be paid on any amount delayed in accordance with this clause 5.4.
- 5.5 You must keep records of all **meter** readings given to us by you for at least 12 months following the date on which the readings were taken. If you fail to do so, you could affect your eligibility for further **FIT payments**.
- 5.6 We are required by **Ofgem** to inspect the **meters** at least once every 2 years, but we may inspect them more often than this. You must make sure that we can access the **meters** to inspect them and you must make sure that it is safe for us to do so.
- 5.7 You must allow us (or our representatives) access to the **site** and the **facility** to inspect, test and take our own readings from the **meters** and to otherwise make sure the information you have given to us is correct. We will normally tell you in advance of any planned visit, but we may not do so if we have good reason not to (for example, if we suspect you have interfered with the **meters**).

- 5.8 If you do not allow us access to the **site** or the **facility**, we will be entitled to withhold or suspend **FIT payments** until you have given us such access and we may report the matter to **Ofgem**.
- 5.9 You are responsible for maintaining the **meters** in a good working order and for protecting the **meters** from interference or damage, and you must tell us if you become aware of any such issues.
- 5.10 If you or we think that a **meter** is not correctly recording the amount of **generation** or (where applicable) **export**, we will choose a **qualified person** to test it. If we ask for the test, we will pay for the test but you will have to reimburse us if the **meter** is shown not to be recording correctly. If you ask for the test, you must pay for it before it is carried out.
- 5.11 If a test shows that a **meter** is not recording information correctly:
- (a) you must arrange for the **meter** to be replaced as soon as reasonably practicable and without undue delay. You will be responsible for the cost of any replacement **meter** and the costs of installing it;
  - (b) if the **meter** is over-recording, you must promptly repay to us any **FIT payments** where we have paid you too much. If you owe us money, we may deduct it from your future **FIT payments** until the amount is repaid; and
  - (c) if the **meter** is under-recording, we will increase your next **FIT payment** by the amount that we have underpaid you.

## 6. Export

- 6.1 You must tell us if you wish to receive **export payments** for your **export**. You will only be eligible for **export payments** if the **facility** is connected to the **distribution system**.
- 6.2 You may request either an **export tariff opt-in date** or an **export tariff opt-out date** at any time, provided you have not made a request to us or any other electricity supplier in the 12 months preceding the requested date. A request must be submitted in the manner reasonably specified by us from time to time.
- 6.3 If your **facility** has an **export meter**, we will calculate your **export payments** using the readings from your **export meter**. If your **facility** does not have an **export meter**, you will only receive **export payments** if the **facility** has a total installed capacity of less than 30 kW, in which case we will calculate your **export payments** in accordance with the **relevant requirements**.
- 6.4 You must tell us as soon as practicably possible if you install an **export meter** after your **contract start date**, providing **export meter** readings taken on the date of such installation.
- 6.5 You agree to sell and deliver, and we agree to purchase and accept, the **export** during any **export tariff period** occurring (in whole or in part) during a **FIT payment period**, in accordance with your **contract**.
- 6.6 We will have the sole and exclusive right to purchase all of the **export** during any **export tariff period** occurring (in whole or in part) during a **FIT payment period**, and you must not sell any such **export** to another person.
- 6.7 The **export** is delivered when it is made available at the **export point**. All rights of title in, and all risk of loss to, the **export** will automatically pass from you to us at the **export point**. All **export** is delivered with full title guarantee, free and clear from any charges, liens and other encumbrances or similar adverse claims by any person.
- 6.8 Only we may be **registered** during any **export tariff period**, and we may object to any application by another person to become so **registered**.
- 6.9 If you agree to deliver **export**, you are also entering into a contract with your **electricity distributor**, known as the National Terms of Connection (“NTC”). We are required to include the following wording about the NTC in your contract (a reference to “your supplier” in this wording is a reference to us and a reference to “your network operator” is a reference to your **distributor**):

## National Terms of Connection

Your supplier is acting on behalf of your network operator to make an agreement with you. The agreement is that you and your network operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that you enter into this contract and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which your network operator delivers electricity to, or accepts electricity from, your home or business. **In the case of some non-domestic sites, as further described in the NTC, the NTC provide for the continuing application of site-specific connection terms agreed with a previous owner or occupier of the site. Your network operator will be able to tell you whether or not site-specific connection terms exist.** If you want to know the identity of your network operator, or want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 1<sup>st</sup> Floor, 4 More London Riverside, London, SE1 2AU: phone 0207 706 5137, or see the website at [www.connectionterms.co.uk](http://www.connectionterms.co.uk).

## 7. Benefits

- 7.1 We will have the sole and exclusive right to receive all of the **benefits** relating to the **generation** during the term of your **contract** and to the **export** during any **export tariff period**, and you must not sell any such **benefits** to another person.
- 7.2 You must take all necessary steps in order that your or we (as applicable) may obtain the **benefits** to which we are entitled (which may include maintaining accreditations, applying for **benefits**, providing information and complying with **relevant requirements**) and promptly transfer the same to us where necessary.

## 8. Our commitments to you

- 8.1 We will try to fulfil our obligations under the **FIT scheme** efficiently and expeditiously.
- 8.2 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 **FIT scheme**.
- 8.3 If you choose to take other products or services from us, the amount you pay for those products and services will not be affected by your decision to receive **FIT payments** from us or another **FIT licensee**.
- 8.4 The amount of any **FIT payments** will not be affected if you choose to switch your energy supply to us or away from us.

## 9. Changes to your contract

We may make changes to your **contract** (including these terms and conditions) at any time by telling you at least 30 days in advance. If such change is required to reflect a change in any laws or **industry codes** (including **relevant requirements**), or the direction of any **competent authority**, we may not be able to give you 30 days' notice, but we will give you as much notice as we can of such change.

## 10. Ending your contract

- 10.1 You may end your **contract** for any reason by telling us not less than 30 days in advance. We may ask you to explain why you want to end your **contract** to make sure we have the correct information to process your request. For example, if you are ending your **contract**:
- (a) because you are selling the **site** and/or the **facility**, you must tell us the date on which the sale will take place and the name of the person to whom you are selling;
  - (b) because you want to receive **FIT payments** from another electricity supplier, you must tell us the identity of the other electricity supplier, so that we can help the switch go smoothly and assist the other electricity supplier; or
  - (c) for any other reason, you must tell us the date that you want to leave the **FIT scheme**.

- 10.2 If you want to end your contract, you must give us accurate **meter** readings on the last day of your **contract** and provide all supporting documentation which we may reasonably request. We will use these **meter** readings to calculate your final **FIT payments** from us and to close your account in relation to the **FIT scheme**.
- 10.3 We may end your **contract** by telling you in writing (immediately unless otherwise stated):
- (a) if **Ofgem** have decided that you have abused the **FIT scheme**, suspended you or the **facility** from the **Central FIT Register** and/or decided that your **contract** may or should be ended;
  - (b) if you or the **facility** are no longer eligible for the **FIT scheme** or if the **FIT scheme** no longer exists;
  - (c) if the **facility** is decommissioned;
  - (d) if you commit a material breach of any term of your **contract**, and you fail to remedy that breach to our satisfaction within 30 days of being asked to do so;
  - (e) if we no longer hold a **supply licence**;
  - (f) by telling you not less than 30 days in advance, provided you are not a person to whom we are obliged by our **supply licence** to offer terms under the **FIT scheme**; and/or
  - (g) by telling you not less than 6 weeks in advance if we no longer wish to be a **FIT licensee**.
- 10.4 If you or we choose to end your **contract**, it will come to an end on the date that the **Central FIT Register** has been updated.
- 10.5 If you have any money left on your account after we have told you your final balance, we will refund such amount to you (unless clause 4.21 applies). If we do not hold suitable payment details to refund that amount, we will need you to confirm your bank account details first. If we are unable to return the amount to you within 12 months of the end of your **contract**, having taken reasonable steps to do so, we may retain any such amount for our own benefit and/or return it (in whole or in part) to **Ofgem**. It is your responsibility to provide us with any new contact details to assist this process. We will make reasonable attempts to contact you in writing based on our records.
- 10.6 Some of the provisions in your **contract** are intended to continue after your **contract** has ended, or to come into effect only when your **contract** has ended, and those provisions will continue to apply in those cases.
- 10.7 The ending of your **contract** will not affect any rights, remedies, obligations or liabilities that arose before the end of your **contract**, including the right to claim damages in respect of any breach of your **contract** which existed at or before the end of your **contract**.

## 11. If you have a complaint

- 11.1 If you are not happy with our service or if something goes wrong, please contact our Renewables team on 0330 390 4510 or through our website at [www.valdaenergy.com/contact](http://www.valdaenergy.com/contact). You can find details of our complaints handling procedure on our website.
- 11.2 We will work with you to investigate your complaint and try to resolve it as soon as practicably possible. However, if we cannot resolve your complaint, we will follow the dispute resolution procedure for the **FIT scheme**. Details can be found at [www.gov.uk/government/publications/dispute-resolution-processes-for-feed-in-tariff-complaints](http://www.gov.uk/government/publications/dispute-resolution-processes-for-feed-in-tariff-complaints).
- 11.3 If you are still not satisfied after eight weeks, you may refer your complaint to the Energy Ombudsman Service. Further information is available on its website at [www.ombudsman-services.org/sectors/energy](http://www.ombudsman-services.org/sectors/energy).
- 11.4 If you believe that we are in breach of our obligations under the FIT scheme, you can make a complaint to **Ofgem's** Compliance Team at [RECompliance@ofgem.gov.uk](mailto:RECompliance@ofgem.gov.uk) or RE Compliance Team, Ofgem, Commonwealth House, 32 Albion Street, Glasgow, G1 1LH.

## 12. Responsibility for loss or damage

- 12.1 You must reimburse us in full for any losses or costs we incur in taking any action because you have broken your **contract**.
- 12.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence and for fraud or fraudulent misrepresentation.

- 12.3 All implied conditions, warranties, representations or other terms that may apply to your **contract** are excluded to the fullest extent permitted by law.
- 12.4 We will not be liable to you for any: loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of use or corruption of software, data or information; loss of or damage to goodwill; or indirect or consequential loss. This clause 12.4 applies whether or not such losses are foreseeable and whether they arise in contract, tort (including negligence), breach of statutory duty, or otherwise.
- 12.5 We will have no liability to you for delay in performing, or failure to perform any of our obligations under your **contract** if such delay or failure results from events, circumstances or causes beyond our reasonable control. In such circumstances, we will be entitled to a reasonable extension of time for performing such obligations.
- 12.6 We will not be liable for any loss or damage that you could have avoided by following our advice, or for any loss or damage that was caused by you failing to correctly follow instructions or to have in place any required measures advised by us or our representatives.
- 12.7 If we are liable for any damage to your property, we will (subject to clause 12.9) make good any damage to such property caused by us. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property. Nor will we be responsible to you in respect of any damage to equipment installed or stored at a **site** by a third party.
- 12.8 We will not be liable to you or any third party for any costs incurred by you as a result of you entering into a contract with a third party.
- 12.9 Our **total liability** to you in respect of:
- (a) any physical damage to your property, will not exceed £10,000 in aggregate;
  - (b) for non-payment of invoices, the amount unpaid and interest due on such amount pursuant to clause 4.11; and
  - (c) all other breaches of duty occurring within any **FIT payment period**, will not exceed an amount equal to **FIT payments** in respect of that **FIT payment period**.

### 13. Your personal information

- 13.1 For further information about how we use any personal information we may collect, or otherwise process, about you or your employees and other representatives, please see our privacy notice at [www.valdaenergy.com/privacy](http://www.valdaenergy.com/privacy).
- 13.2 You agree to bring our privacy notice to the attention of any of your employees or representatives whose personal information may be provided to us by you or on your behalf.

### 14. Our communications

- 14.1 All notices to be given under your contract must be given in writing (which includes email).
- 14.2 We may send all notices to you at the email address in your **FIT plan** (or otherwise notified to us), or (if applicable) upload such notices to our customer portal and tell you by email that we have done so. We may also use any other contact details that we have for you, including the **site** address.
- 14.3 You must send notices to us through our website at [www.valdaenergy.com/contact](http://www.valdaenergy.com/contact) or by pre-paid, first class post to Renewables, Valda Energy, Unit 11, Talisman Business Centre, Talisman Road, Bicester, OX26 6HR. We may update these details at any time by notice to you.
- 14.4 Any notice given under this clause 14 will be treated as if it was received:
- (a) if sent by pre-paid, first class post or other next working day delivery service, at 9.00 am on the second **business day** after posting; and
  - (b) if sent by email or through our website, at the time of transmission, or, if this time falls outside of **business hours** in the place of receipt, when **business hours** resume.

## 15. Other important information

- 15.1 Your **contract** is subject to online account management. This means that you will not receive a paper copy of any invoice or other statement of account, which will be sent to you electronically. You must maintain a valid email address with us for the receipt of invoices and other notices.
- 15.2 We may share information you provide to us, or which we otherwise obtain in connection with your **contract**, with third parties where we reasonably believe it is required to perform your **contract** or to comply with any applicable laws or **industry codes** (including the **relevant requirements**).
- 15.3 If you appoint an **intermediary** to help manage your **contract** and/or your participation in the **FIT scheme**, we will ask you or your **intermediary** to provide us with confirmation of their authority. If you have not told us how long the **intermediary** is authorised to act on your behalf, we will assume that the appointment is intended to last for the duration of your **contract**.
- 15.4 You will remain responsible for complying with your **contract** even if you appoint an **intermediary** to perform any of your duties under your **contract**. You will also be responsible for anything your **intermediary** has done in relation to your **contract**, as if those things were done by you. You must reimburse us in full for any losses or costs we incur as a result of anything your **intermediary** has done or not done (but should have).
- 15.5 We may at any time decide not to deal with your **intermediary** in relation to your **contract**, but we will tell you if this is the case. We may also contact you about your **contract** at any time, even if you have appointed an **intermediary**.
- 15.6 If we have agreed, or subsequently agree, a power purchase agreement with you in respect of the **export** (including any **benefits**), that power purchase agreement will take priority over your **contract** to the extent that there is any conflict or inconsistency between their provisions.
- 15.7 Your **contract** constitutes the entire agreement between you and us, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between you and us, whether written or oral, relating to its subject matter.
- 15.8 You will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in our **contract**.
- 15.9 Except as set out in your **contract**, any variation of your **contract** will only have effect if it is in writing and signed by you and us.
- 15.10 If we do not insist immediately that you do anything you are required to do under your **contract**, or if we delay in taking steps against you in respect of your breaking your **contract**, that will not mean that you do not have to do those things and it will not prevent us from taking steps against you at a later date.
- 15.11 Each of the provisions in your **contract** operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining provisions will continue to apply, unless the result would fundamentally change the nature of your **contract**.
- 15.12 You may not transfer your rights or your obligations under your **contract** to another person other than in accordance with clause 4.2, unless we agree to this in writing.
- 15.13 We may transfer our rights and obligations under your **contract** to any other person so long as they are a **FIT licensee**. From the date you are notified of any such transfer, you must accept such person in substitution for us. We may also sub-contract any of our obligations under your **contract**.
- 15.14 Your **contract** is between you and us. No other person will have any rights to enforce any of its terms. Neither you nor we will need to get the agreement of any other person in order to end your **contract** or make changes to its terms.
- 15.15 If more than one person is named in your **FIT plan** as the generator, those individuals are jointly and severally liable for the performance of your **contract**. This means that each individual is fully responsible for complying with your **contract**. If we have to enforce your **contract**, it may be against all of the individuals together or any of them separately.
- 15.16 Your **contract** and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) are governed by the law of England and Wales. All disputes or claims must be dealt with by the courts of England and Wales.

## 16. Glossary

16.1 When any of the following expressions are used in these terms and conditions in bold text, they have the specific meaning set opposite them in this glossary.

<b>accredited FIT installation</b>	an <b>eligible installation</b> which has been <b>MSC-certified</b> or <b>ROO-FIT accredited</b> (as applicable) and which has been entered onto the <b>Central FIT Register</b> .
<b>Act</b>	the Electricity Act 1989.
<b>affiliates</b>	in relation to a company, each and any subsidiary or holding company from time to time of that company and each and any subsidiary from time to time of a holding company of that company, for which “holding company” and “subsidiary” have the meanings given to them in section 1159 of the Companies Act 2006.
<b>benefits</b>	all benefits in relation to the <b>generation</b> and (where applicable) the <b>export</b> other than those derived from the <b>FIT scheme</b> , whether or not in existence at the <b>contract start date</b> , received (or capable of being received) by either you or us (including all renewable, environmental and embedded benefits).
<b>business day</b>	a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
<b>business hours</b>	the period from 9.00 am to 5.00 pm on any <b>business day</b> .
<b>Central FIT Register</b>	the register kept and maintained by <b>Ofgem</b> for the purposes of recording details relating to the <b>FIT scheme</b> .
<b>competent authority</b>	any national, federal, regional, local or other authority, minister, ministry, inspectorate, department, court, arbitral tribunal, administrative agency or commission, or any other governmental, administrative or regulatory body (in each case, to the extent having jurisdiction over either you or us, your <b>contract</b> and/or the subject matter of your <b>contract</b> ).
<b>confirmation date</b>	in relation to the <b>facility</b> , the date on which you are entered onto the <b>Central FIT Register</b> , such that the <b>facility</b> becomes an <b>accredited FIT installation</b> .
<b>contract</b>	the contract between you and us for <b>FIT payments</b> , comprising your <b>FIT plan</b> and these terms and conditions, as amended from time to time. Your <b>contract</b> is also known as a “Statement of FIT Terms”.
<b>contract start date</b>	the date on which we agreed your <b>contract</b> with you, being the date on which we notify you that your offer to enter into your <b>contract</b> has been accepted.
<b>deemed export</b>	for any period, the <b>export</b> for that period, where it is deemed to have been delivered to the <b>export point</b> in accordance with clause 6.3.
<b>distribution licence</b>	an electricity distribution licence granted under section 6(1)(c) of the Act.
<b>distribution system</b>	the electrical distribution system operated by a <b>distributor</b> for the delivery of electricity beyond the <b>export point</b> and whose “distribution services area” includes the geographic area within which the <b>facility</b> is located.
<b>distributor</b>	a person who is authorised by a <b>distribution licence</b> to distribute electricity and who is the owner or operator of the <b>distribution system</b> .
<b>eligible installation</b>	an electricity generating plant eligible to receive <b>FIT payments</b> under the <b>FIT scheme</b> .

<b>eligibility period</b>	the maximum period during which you can receive <b>FIT payments</b> for the <b>facility</b> under the <b>FIT scheme</b> .
<b>export</b>	in respect of any period, the amount of electricity generated by the <b>facility</b> during that period and delivered to the <b>export point</b> .
<b>export meter</b>	a meter which measures and records the amount of <b>export</b> and which otherwise complies with the <b>relevant requirements</b> .
<b>export payments</b>	in respect of any period, the <b>metered export</b> or the <b>deemed export</b> (as applicable) in that period multiplied by the <b>export tariff</b> .
<b>export point</b>	the point at which electricity may flow between the electrical infrastructure operated by you at the <b>facility</b> and the electrical infrastructure operated by the <b>distributor</b> at the <b>distribution system</b> .
<b>export tariff</b>	in respect of <b>export</b> in any period, the payment rate for such <b>export</b> and such period, determined in accordance with our <b>supply licence</b> .
<b>export tariff opt-in date</b>	in respect of each request made by you for us to pay the <b>export tariff</b> , the effective date specified in such request, provided that no such date will be valid if it is earlier than the date on which we receive the request.
<b>export tariff opt-out date</b>	in respect of each request made by you for us to not pay the <b>export tariff</b> , the effective date specified in such request, provided that no such date will be valid if it is earlier than the date on which we receive the request.
<b>export tariff period</b>	each period commencing on an <b>export tariff opt-in date</b> and ending on the next <b>export tariff opt-out date</b> to occur after that date, except that where the <b>FIT plan</b> specifies that an <b>export tariff</b> is to apply the first such period will commence on the <b>FIT start date</b> .
<b>facility</b>	the electricity generating plant specified in your <b>FIT plan</b> and related infrastructure, excluding any assets of the <b>distributor</b> situated (or to be situated) at the <b>site</b> .
<b>fees</b>	the fees payable by you to us, as specified in your <b>FIT plan</b> and amended from time to time.
<b>FIT licensee</b>	a mandatory FIT licensee and/or a voluntary FIT licensee (as each term is defined in our <b>supply licence</b> ).
<b>FIT Order</b>	the Feed-in Tariffs Order 2012.
<b>FIT payments</b>	the <b>generation payments</b> and/or <b>export payments</b> (as applicable).
<b>FIT payment period</b>	a period of 3 months ending at 24:00 hours on 31 March, 30 June, 30 September and 31 December, except that: <ul style="list-style-type: none"> <li>(a) the first <b>FIT payment period</b> will commence on the <b>FIT start date</b> and end on the first such date to follow it; and</li> <li>(b) the last <b>FIT payment period</b> will end on the first such date to occur on or after your <b>contract</b> has ended.</li> </ul>
<b>FIT plan</b>	the document of that name which we have provided to you and to which these terms and conditions are attached (or in which reference is made to them), together with any schedule to that document.
<b>FIT scheme</b>	the scheme for feed-in tariffs introduced under sections 41 to 43 of the Energy Act 2008 and as further described in the <b>FIT Order</b> and our <b>supply licence</b> .

<b>FIT start date</b>	either: (a) where no <b>FIT licensee</b> has previously been recorded on the <b>Central FIT Register</b> in respect of the <b>facility</b> , the day after the <b>confirmation date</b> for the <b>facility</b> ; or (b) otherwise, the <b>switch date</b> .
<b>generation</b>	in respect of any period, the amount of electricity generated by the <b>facility</b> during that period (as measured and recorded by the <b>generation meter</b> ).
<b>generation meter</b>	a meter which measures and records the amount of <b>generation</b> and which otherwise complies with the <b>relevant requirements</b> .
<b>generation payments</b>	in respect of any period, the <b>metered generation</b> in that period multiplied by the <b>generation tariff</b> .
<b>generation tariff</b>	in respect of <b>generation</b> in any period, the payment rate for such <b>generation</b> and such period, determined in accordance with our <b>supply licence</b> .
<b>industry codes</b>	our <b>supply licence</b> and all agreements, codes and procedures with which we are required to comply by our <b>supply licence</b> (as each may be amended from time to time).
<b>intermediary</b>	a person (other than an employee of your organisation) appointed by you to manage your <b>contract</b> and/or your participation in the <b>FIT scheme</b> .
<b>meters</b>	the <b>generation meter</b> and (where applicable) the <b>export meter</b> .
<b>metered export</b>	for any period, the <b>export</b> for that period, as measured by the <b>export meter</b> .
<b>metered generation</b>	for any period, the <b>generation</b> for that period, as measured by the <b>generation meter</b> .
<b>MSC-certified</b>	has the meaning given to it in our <b>supply licence</b> .
<b>NFFO arrangement</b>	has the meaning given to it in the Renewables Obligation Order 2009.
<b>nominated recipient</b>	a person appointed by you in accordance with clause 4.2 to receive <b>FIT payments</b> in respect of the <b>facility</b> and recorded as such on the <b>Central FIT Register</b> .
<b>Ofgem</b>	the Office of Gas and Electricity Markets, or any successor from time to time having responsibility for the <b>FIT scheme</b> .
<b>Ofgem guidance</b>	any guidance issued by <b>Ofgem</b> in relation to the <b>FIT scheme</b> .
<b>qualified person</b>	a person having the necessary qualifications and authorisations under <b>industry codes</b> to carry out the activity in question.
<b>registered</b>	to be registered under <b>industry codes</b> as the supplier responsible for the <b>export point</b> and having the benefit of the <b>metered export</b> .
<b>relevant requirements</b>	to the extent applying from time to time to the person or activity in the circumstances in question, the Electricity Act 2008, the <b>FIT Order</b> , the <b>industry codes</b> , the <b>Ofgem guidance</b> and any other requirement relating to the <b>FIT scheme</b> .
<b>ROCs</b>	renewable obligation certificates issued under the <b>ROO scheme</b> .
<b>ROO-FIT accredited</b>	has the meaning given to it in our <b>supply licence</b> .

<b>ROO scheme</b>	the renewables obligation order scheme, established under section 32B of the Electricity Act 1989 and the Renewables Obligation Order 2009 or the Renewables Obligation Order 2015.
<b>site</b>	the site on which the facility is located, as specified in your <b>FIT plan</b> .
<b>storage device</b>	any plant, equipment or system capable of storing <b>generation</b> .
<b>supply licence</b>	an electricity supply licence granted under section 6(1)(d) of the Act.
<b>switch date</b>	in relation to the <b>facility</b> , the date on which we are entered onto the <b>Central FIT Register</b> by <b>Ofgem</b> in substitution for another <b>FIT licensee</b> , such that we become the <b>FIT licensee</b> for the <b>facility</b> .
<b>total liability</b>	our total liability to you, including any liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with your <b>contract</b> .
<b>VAT</b>	value added tax, chargeable under the Value Added Tax Act 1994.

16.2 In your **contract**, a reference to:

- (a) us, includes a reference to people who may be acting on our behalf (for example, our employees, agents and contractors);
- (b) legislation, is a reference to it as modified, amended, extended or re-enacted from time to time;
- (c) a clause, is a reference to a clause in these terms and conditions;
- (d) words in the singular includes the plural and the plural includes the singular;
- (e) “including”, “include”, “for example” or any similar expression is only illustrative and will not limit the sense of the description preceding those terms; and
- (f) a “person”, includes a natural person, corporate or unincorporated body (whether or not having separate legal personality and wherever and however incorporated or established).



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Business hours 8am-6pm, Monday to Friday

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