



# Product Terms and Conditions

Supplementary terms and conditions for customers on our Better Together tariff.

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## 1 About these terms and conditions

We have worked hard to make these terms and conditions easy for all our customers to understand and navigate. These terms and conditions are in addition to and do not replace Social Energy's Supply Terms and Conditions, a copy of which should have been provided to You. This is a legal document, but we have tried to keep it simple and easy to understand. Anything You aren't clear about, please get in touch with us at [supply@social.energy](mailto:supply@social.energy)

Any Terms defined in the Supply Terms shall have the same meaning in these additional terms. If there is any conflict between these terms and the Standard Terms, these terms will prevail.

Your Agreement is between You and us, Social Energy Supply Ltd, a company registered in England and Wales (company number 10300609) at St Pegs Mill, Thornhill Beck Lane, Brighouse, England, HD6 4AH; VAT number 309 2407 21 ("Social Energy Supply", "we", "us" or "our"). However, our team who look after Your Energy, are based at Barnwood Point, Corinium Avenue, Barnwood, Gloucester, GL4 3HX.

## 2 Principle Terms

Here's a quick summary of the key terms in Your supply contract with us. We recommend You fully read the entire terms and conditions, but the principle terms are:

- Better Together is a Variable Tariff. This means that the import and export tariff will change in line with market conditions, but we'll always let You know if this is going to change.
- You're not tied into a contract, we'd like You to stay with us because You want to, but You are free to switch away at any time.
- Once You've chosen to switch to Social Energy Supply, You'll have 14 days to change Your mind, just let us know.
- You must agree to the Better Together Grid Services Agreement with Social Energy Limited
- You will pay for the energy You've used each month by variable direct debit, this means You'll need to be prepared to pay more in the winter when its dark and cold, and less in the summer when its brighter and warmer.
- You must have the following installed and operational to be eligible for this tariff:
  - a solar photovoltaic system,
  - a flexibility asset (approved by Social Energy Limited)
  - a Social Energy Smart Hub
- The rate that we will pay You for the energy You export is dependent on the equipment and metering installed at Your Premises. We have split these into rate levels, with level one being the lowest and level four being the highest. These rates are detailed in Your Welcome Pack and on our website.
- Export Payments will commence from the date which falls 90 days after the date on which we started to Supply electricity to You at the Property.
- All Export rates and payments are subject to You continuing to meet the eligibility criteria outlined in these terms and conditions.

## 3 Supplementary definitions

Approvals – means all relevant and necessary consents, licences, permits and /or approvals, including but not limited to, any deed of covenant or landlord approval and/or those from local authorities in

respect of network connection agreements, building regulations, planning permission, alterations to listed buildings and/or alterations carried out to a conservation area, and also including any notifications required by Your FIT Licensee.

Battery – any battery storage solution approved by Social Energy Limited and which may or may not be installed by the Installer.

End User Licence Minimum Terms – are the terms that SEL as Smart Hub Controller is obliged (by its software licence) to ensure that You comply with so that You can use the Smart Hub.

Export Level Cap – This is a cap on the number of exported kWh for which we will pay You at Export Rate Levels 2, 3 and 4.

Export Meter – means a meter capable of measuring and settling export at half-hourly intervals, that Social Energy can communicate with, which complies with meter legislation set out in schedule A, to Electricity Supplier License Condition 57.

Export MPAN – means a Meter Point Administration Number associated with Your export meter.

Export Payment – this is a monthly credit to Your Energy Bill subject to eligibility, based on the number of units recorded by Your export meter, accruing monthly from the date which falls 90 days from the date on which we started to Supply electricity to You at the Property and credited to You monthly after that.

Export Period – a 12 monthly period which starts 90 days after the date on which we become Your supplier, and where You remain on supply, recommencing every 12 months thereafter. An Export Period will automatically end on the day on which we cease to be Your electricity supplier.

Export Rate Level– This is the rate that is used to calculate the Export Payment to You for electricity exported from Your Premises and is dependent on the equipment and metering installed at Your Premises and Your continuing eligibility. These rates are subject to fair usage terms as outlined in section 4 of this document.

FIT- the feed in tariff scheme introduced by the UK Government under the Energy Act 2008 and managed by Ofgem.

FIT Export Payment – a payment from Your FIT Licensee to You under the FIT scheme.

FIT Generation Payment – a payment from Your FIT Licensee to You under the FIT scheme.

FIT Licensee -an Electricity Supplier, though not Social Energy Supply LTD, who can offer FIT to You.

FIT Register – the electronic web-based system used to manage the FIT scheme.

Flexibility Assets – are the electrical equipment at Your Property that can be operated by the Smart Hub to provide Grid Services, including Your Battery and/or any solar photovoltaic inverter, electric vehicle charger, heat pump, hot water tank.

Grid Services Agreement – this is the contract between Social Energy Limited and You (as detailed in section 8 of these terms) under which Social Energy Limited will undertake services to increase or reduce energy demand for the electricity system operator, National Grid Electricity System Operator Limited (“NGESO”) and others in the electricity industry in order to support stable, cost effective operations and the uptake of low carbon technologies (i.e. the “Grid Services”).

Load Following Device – any device installed in the home that responds to energy consumption or production in the home to alter the volume of energy imported from or exported to the grid.

Property –means either of (i) the property that You own and rent out for domestic use and in respect of which You have provided the Required Broadband Connection; or (ii) the domestic property where You live and in which You own a freehold or leasehold interest in land, or (iii) the domestic property

where You live and in which You do not own a freehold or leasehold interest in land; and in each case You have obtained all required Approvals in relation to such property.

Required Broadband Connection – means a domestic broadband connection with spare Ethernet port connection and electrical socket to interact with the Smart Hub which is active and stable for use by SEL at a minimum 90% of the time.

Reasonable and Prudent Operator – means that degree of skill, diligence, prudence and foresight which would reasonably be expected from a skilled and experienced person engaged in the same type of undertaking and under the same circumstances which shall include compliance with manufacturer’s manuals etc.

SEL Affiliate - means SEL’s parent undertaking or any subsidiary undertaking of SEL or of its parent undertaking and the expressions ‘parent undertaking’ and ‘subsidiary undertaking’ shall have the same meaning as they have in the Companies Act 2006.

Smart Export Guarantee - The smart export guarantee (SEG) is an obligation set by the government for certain licensed electricity suppliers to offer a tariff and make payment to small-scale low-carbon generators for electricity exported to the National Grid, providing certain criteria are met.

Smart Hub – means the piece of smart technology equipment that enables SEL as the Smart Hub Controller to operate Flexibility Assets at Your Property and undertake Grid Services, in return for which You will receive Export Payments (subject to You complying with the Supply Terms and Conditions).

Smart Hub Usage Obligations – this is when, at the time that You (i) purchase a Battery that is compatible with the Smart Hub from a third party or the Approved Installer and (ii) purchase the Smart Hub from the Approved Installer, You:- agreed to a privacy notice so that the Approved Installer can share Your details with Social Energy Limited, agreed to the Acceptable Use Policy which allows You to use the App, agreed to the Social Energy Supply Privacy Policy and agreed to these Terms and grid services agreement..

Social Energy Limited is a company registered in England and Wales with company number 10625256 and whose registered office is at St Pegs Mill, Thornhill Beck Lane, Brighouse, HD6 4AH (“SEL”);

Supply Year – means 12 calendar months from the day which Social Energy Supply Limited started to supply You with electricity.

#### **4 Eligibility**

- 4.1 We are not a mandated or voluntary Smart Export Guarantee (SEG) supplier. Our export tariff is offered separately to these regulatory schemes.
- 4.2 To be eligible to receive Export Payments You must:
  - 4.2.1 Have a generation unit with a capacity not exceeding 5MW
  - 4.2.2 Be the owner of the generation unit e.g., solar panels.
  - 4.2.3 Have an operational Flexibility Asset
  - 4.2.4 Not be receiving SEG payments from another licensee
  - 4.2.5 Have an active Direct Debit set up for payment of Your invoices
  - 4.2.6 Have been on supply with Social Energy for 90 days

- 4.3 The rate that is used to calculate Your Export Payment is dependent on the equipment and metering installed at Your Premises, whether You receive any other payments and the amount of kWh that You export in an Export Period.

We have split these into rate levels, with level one being the lowest and level four being the highest.

4.4 Export Level Cap

Better Together Export Tariff Rate Level	Eligibility criteria					
	> 90 days since supply start date	Active Direct Debit	Smart meter	Export MPAN registered with Social Energy	Working Smart Hub	< 1000kWh in Export Period
Level 4	✓	✓	✓	✓	✓	✓
Level 3	✓	✓	✓		✓	✓
Level 2	✓	✓			✓	✓
Level 1	✓	✓	✓	✓		
Not eligible						

- 4.4.1 Export Rate Levels 2, 3 and 4 are subject to an Export Level cap. A maximum of 1000 units (kWh) that You export within any single Export Period will be paid at these levels.
- 4.4.2 Any exported electricity for which You receive a level 2, 3 or 4 payment within an Export Period will count towards the 1000 kWh Export Level Cap
- 4.4.3 You will be paid for electricity exported in excess of the Export Level Cap in an Export Period if You meet the eligibility requirements for Level 1 but not otherwise.
- 4.4.4 If you do not meet the eligibility requirements for Level 1 you will receive no further Export Payment within that Export Period.
- 4.4.5 The Export Level Cap will only reset at the end of Your Export Period or if we alter the export level prices we pay, or the number of kWh of the cap.
- 4.4.6 The Cap will not reset in any other circumstances such as moving between Export Rate Levels.

- 4.5 Where the rate level is conditional on You having a working Smart Hub, You must allow Social Energy to operate Your battery through the Smart Hub, to provide Grid Services.
- 4.6 The amount that we pay for each Export Rate Level [and the amount of the Export Level Cap are] [is] subject to change, but we will always let You know of any changes that are disadvantageous to You.

- 4.7 If You are a Feed in Tariff customer
- 4.7.1 You will be obliged to waive Your FIT Export Payment, where an export meter MPAN has been registered at Your Property because the electricity exported by Your Battery could affect the measurement of the amount of electricity You export.
  - 4.7.2 The maximum Export Rate Level that You can achieve without opting out of Your FIT export tariff is Level 3.
  - 4.7.3 If You opt into receiving the Social Energy Export tariff and do not opt out of the FIT Export Payments You may be subject to an investigation by Ofgem who will deem that Your FIT agreement with Your FIT Licensee is null and void. If Your FIT agreement is voided, You will lose any future FIT Generation Payments and may have previous payments reclaimed by Your FIT Licensee.
  - 4.7.4 You will still be eligible to receive Your FIT Generation Payment regardless of whether You opt in to receive the Social Energy Export Tariff or not. The FIT Generation Payment is separate to what You are paid for Your Exported consumption. You may wish to discuss this with Your FIT Licensee.
  - 4.7.5 You may be able to opt back in to receive FIT Export Payments from Your FIT Licensee however You may wish to confirm Your eligibility to opt back in. with Your FIT Licensee before opting out.
  - 4.7.6 If You are no longer eligible for an FIT Export Payment SEL will not compensate You for loss of any FIT Export Payments.
- 4.8 If we believe that You are no longer eligible for Your current Export Rate Level, we will contact You as soon as we can with details of the issue.
- 4.9 For the first instance of any fault, we will allow a grace period of 30 calendar days for You to rectify any issues and notify us before removing You from that Export Rate Level.
- 4.10 If, following your removal from an Export Rate Level due to circumstances as outlined in 4.9, you notify us that you have rectified the issue, we will monitor your system performance for 14 days, before moving you back to a higher Export Rate Level where you are eligible.

## **5 Ending Your Supply Agreement**

- 5.1 Terms and conditions regarding cancellation of Your agreement are contained within Social Energy Supply Terms and Conditions
- 5.2 You have the right to cancel this Agreement and Your relationship with us up to 14 days from the date we sent You confirmation of Your application and emailed You a welcome pack. We call this the cooling-off period. To do this, simply email us on [supply@social.energy](mailto:supply@social.energy) or contact us through the App. Your switch will be cancelled, and You will continue to be supplied by Your existing energy supplier.
- 5.3 If You cancel this Agreement and/or switch to another electricity supplier, You will no longer be eligible to receive Export Payments.

## 6 Export Payments

- 6.1 As soon as the Battery and Smart Hub are installed at Your Property You can, via the App, switch Your Energy Supply from Your existing energy supplier to us. Once You have switched, we will send You, via email, confirmation of Your application and a welcome pack. The welcome pack will include all You need to know about Your Agreement, rates, relevant policies and what happens next. It can take up to 21 days for Your Energy Supply to be switched from Your existing energy supplier to us. You must switch Your electricity supply to us in order to obtain any Export Payments.
- 6.2 Provided You comply with these terms:
- 6.2.1 You will earn Export Payments from the date which falls 90 days after the date on which we started to Supply electricity to You at the Property; providing all other eligibility criteria are met. and
- 6.2.2 Such payments will be made to You monthly, occurring after the date referred to in paragraph above. If we do not have an up-to-date meter reading for the Energy Bill prior to the month when Your payment is due, You will lose Your payment until the period after You provide an actual meter reading.
- 6.3 We will make Export Payments on a monthly basis once We've received a Valid Meter Reading(s).
- 6.4 If We are unable to obtain a Valid Meter Reading(s) from Your meter remotely, We may contact You to obtain one. It is Your responsibility to take Valid Meter Reading(s) and provide this to Us within 7 calendar days of Us contacting You. If We do not receive a Valid Meter Reading(s) within 7 days of Us contacting You, this may delay or stop any Export Payments associated with Your Generation Unit(s).
- 6.5 We reserve the right to reduce, withhold or recover Export Payments if an error in relation to the Tariff and/or Export Payments has been made or if We believe You may be abusing the Tariff, or have provided Us with incorrect information.
- 6.6 If You decide to switch Your Energy Supplier such that Social Energy Supply Ltd is not Your Electricity Supplier, we will have no obligation to operate Your Battery and/or undertake the Grid Services and/or pay Export Payments to You.
- 6.7 You further acknowledge and agree that Social Energy Supply Limited makes no guarantee or assurance to You that You will achieve any particular level regarding energy savings, and/or credits to Your Energy Bill and/or reduction in carbon emissions.

## 7 Grid Services Agreement

- 7.1 In order to accrue Smart Hub Benefits You must agree to Social Energy Limited's Better Together - Grid Services Agreement.
- 7.2 Social Energy Limited will undertake services to increase or reduce energy demand for the electricity system operator, National Grid Electricity System Operator Limited ("NGESO") and others in the electricity industry in order to support stable, cost effective operations and the uptake of low carbon technologies (i.e., the "Grid Services".)
- 7.3 Social Energy Limited is the Smart Hub Controller. This means it will be able to, via the Smart Hub, (i) monitor energy generation and consumption at Your Property in real time, and (ii) charge and discharge Your Battery at its discretion; to undertake Grid Services, in return for which You will receive an enhanced export rate provided that You comply with the provisions of the Supply Terms and Conditions.

- 7.4 In order for the Smart Hub Benefits to accrue to You, You must:
- 7.4.1 comply with the Smart Hub Usage Obligations, and
  - 7.4.2 download the Social Energy App, and
  - 7.4.3 choose, via the Social Energy App, Social Energy Supply LTD to be Your Electricity Supplier.

## **8 Miscellaneous**

### **Transfer of Rights or Subcontracting**

- 8.1 In the event of a company restructure, change of ownership or another event required as part of our general course of business, we may transfer any of our rights or obligations under this Agreement and it may not be possible to notify You or seek Your permission beforehand.
- 8.2 In the event of a change of ownership, change of tenancy or any other change that may affect this Agreement or the Supply of Your Energy, You are not able to transfer any of Your rights and/or obligations under this Agreement without agreeing this with us
- 8.3 We may also subcontract anything we have agreed to do under this Agreement, however, we will still be responsible for our subcontractors. None of this affects Your rights under this Agreement,
- 8.4 If You are unhappy with any transfer or subcontracting of rights under this Agreement, then You can end this Agreement.

### **National Terms of Connection**

- 8.5 We are 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 Agreement and it affects Your legal rights. The NTC sets out rights and duties for the connection at which Your Network Operator delivers electricity to or accepts electricity from Your home or business. If You want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF, call 0207 706 5137 or go to [www.connectionterms.co.uk](http://www.connectionterms.co.uk)

### **No Waivers**

- 8.6 If we do nothing, or delay acting when You breach this Agreement, we will still be entitled to act to enforce that breach or any similar or subsequent breach by You.

### **Notices**

- 8.7 Notices to You under this Agreement will be sent by email, SMS or the App to the last known address or number that You have provided. We will treat such notices as having been received two days after we have sent it to You, unless we receive evidence to the contrary.
- 8.8 Notices to us under this Agreement must be sent via the App or by email to [supply@social.energy](mailto:supply@social.energy)

### **Invalidity**

- 8.9 If any part of this Agreement is void or unenforceable, the rest of this Agreement will be unaffected.

### **Governing Law & Jurisdiction**

- 8.10 This Agreement is governed by the laws of England if Your property is in England and Wales, in Scotland if Your property is in Scotland, and in Northern Ireland if Your property is in Northern Ireland. If there is any dispute between us, it will be dealt with by the courts of England if Your property is in England and by the courts of Scotland if Your property is in Scotland.

### **Entire Agreement**

- 8.11 This Agreement, any other agreements You receive from us, and any documents explicitly referred to in this Agreement, are the entire agreement between You and us.

### **Legal Rights**

- 8.12 Nothing in this Agreement affects our legal rights or powers. Nothing in this Agreement affects any of Your statutory rights that can't be excluded by law.