

Smart Export Guarantee Scheme

Your personal information

At British Gas we care about privacy and we protect your personal data. We want to be transparent about how we use your personal data, so before you read our Smart Export Guarantee Terms and Conditions, we want to point out that British Gas is the data controller of your personal data.

Our Privacy Notice is separate to the contract between you and us. We recommend that you read our Privacy Notice, to understand how we collect and use your personal data and your data protection rights. You can find our Privacy Notice at britishgas.co.uk/business/privacy-policy

Terms and Conditions for the Smart Export Guarantee Scheme

Summary of the main points

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

1. Your contract

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

2. What the words mean

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

British Gas, us, we	British Gas is a trading name of British Gas Trading Limited whose registered office is at Millstream, Maidenhead Road, Windsor, Berkshire SL4 5GD (company number 03078711)
Customer, you	an individual, and you agree to these terms and conditions and a SEG Tariff with us wholly or mainly for your personal use
Electricity Network	the network that takes and distributes electricity to all parts of Great Britain

Eligible meter	a smart meter (which complies with the Smart Metering Equipment Technical Specifications) or an export meter that is capable of recording electricity export in half hourly intervals and the equipment for measuring the export to the electricity network
Generating Equipment	certified equipment under the SEG Scheme . For more information on eligible technology types go to Smart Export Guarantee Help & support British Gas business
Ofgem	the Office of Gas and Electricity Markets, who regulate the gas and electricity markets in Great Britain
Prices	the amount we will pay you for each kilowatt hour of exported electricity under your SEG Tariff
Premises	the property or site on or at which the generating equipment is installed
SEG Payments	payments made to you for exporting electricity to the electricity network where that electricity was generated by certified generating equipment
SEG Tariff(s)	means the tariff under which we agree to pay you for the electricity you export to the electricity network . Our SEG Tariffs are on our website and may change from time to time. Unless we tell you otherwise these terms and conditions will apply to your SEG Tariff
Smart Export Guarantee (SEG) Scheme	a scheme which ensures small-scale low-carbon generators of renewable energy receive a payment for electricity they export to the electricity network . The scheme is provided for anaerobic digestion, hydro, onshore wind and solar photovoltaic generators with a total electrical capacity of 50 megawatts or less, and micro-combined heat and power (micro-CHP) with a capacity of 50 kilowatts or less. The scheme is in the Standard Conditions of Electricity Supply Licence, which may be amended from time to time. VAT value added tax as described, and at the rate set out, in the Value Added Tax Act 1994

3. When this contract starts and how to switch

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

4. Our prices and your SEG Payments

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

5. Your eligibility for SEG Payments

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

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

- 6.1 You should give us an accurate reading from the **eligible meter** at the start of the contract. If you do not give us the initial opening meter reading you will not receive any **SEG Payments** until you have given us a valid reading.
- 6.2 You must tell us straight away if your information changes. For example, if you move home, your **eligible meter** is exchanged or removed, if you sell the **premises** or the **generating equipment** or if the **generating equipment** is altered in any way (including any extensions or additions). You must give us meter readings on the date of each change. If you do not provide the information and the meter readings, you may not receive the correct amount of **SEG Payments**.

6.3 You will not receive **SEG Payments** or you may have to repay them if:

- you do not meet, or your situation changes, and you no longer meet the conditions in clause 5.1
- you don't provide us with meter readings
- the information you provide us is untrue
- your **generating equipment** is not connected to the **electricity network**
- your **eligible meter** is not recording your electricity exports correctly as per clause 7.1
- you don't keep to these terms and conditions.

6.4 If you owe us any money, even if it's under a different contract from this one, we may use the **SEG Payments** due to you, to pay off what you owe under this contract or a different contract.

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

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

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

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

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

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

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

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

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

9. What we agree to do

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

- 9.2 We'll let you know if we need any information from you. For example, as part of your application for a **SEG Tariff** or evidence that your **generating equipment** is certified. We may need to share some of the information you provide us with **Ofgem**, but that information will be aggregated and anonymised and you will not be identifiable, to comply with our obligations under the **SEG Scheme**. See our Privacy Notice at britishgas.co.uk/business/privacy-policy for more details.
- 9.3 Nothing in these terms and conditions limits our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation or for any matter where it would be unlawful to limit our liability.
- 9.4 Without prejudice to clause 9.5 below, we won't, under any circumstances, be responsible or liable whether in contract, tort (including negligence and breach of statutory duty), statute, or otherwise for any loss of actual or expected profit, savings, income, business, production, information, reputation, goodwill, financial loss, and/or the loss of use or corruption of software, data or information, and/or indirect or consequential loss or damage or for any liability to you or to any other person.
- 9.5 We shall not be liable to you for any loss or damage arising in connection with these terms and conditions (whether in contract, tort (including negligence and breach of statutory duty), statute or otherwise) except for loss or damage to premises arising from a breach by us of these terms and conditions which was reasonably foreseeable at the time of entering into these terms and conditions and provided that our liability shall not exceed £1 million in total
- 9.6 We shall not be responsible, or liable to you, for any losses, costs, expenses, or additional charges caused by the acts or omission of a third party, including but not limited to metering agents
- 9.7 If the transporter or network operator is responsible for anything that is lost or damaged, we will only be legally responsible to you for the amount we are entitled to recover from them on your behalf.
- 9.8 Each clause in clause 9 applies separately. If a court or authority tells us we cannot enforce a certain clause, the other clauses will still apply.

10. Complaints

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

11. How we can change or end your contract

- 11.1 We can change the terms and conditions of this contract at any time and we'll make the changes available at [Smart Export Guarantee | Help & support | British Gas business](#). We may have to make changes to comply with any laws or rules we are obliged to follow. If the change we are proposing to make is to your disadvantage, we will tell you at least 30 days before a change will begin to apply.
- 11.2 This contract will end for any of the following reasons:
- you switch to another provider or tell us you want to cancel your contract
 - we reasonably believe you have fraudulently claimed **SEG Payments**
 - you break your contract's terms and conditions and we reasonably think it's a serious break

- we no longer have permission from **Ofgem** to take part in the **SEG Scheme** (we are required to tell you within 6 weeks if this happens)
- we give you at least 30 days' notice to end the contract.

11.3 If we end this contract, we will tell you and confirm the date the contract ends.

12. General terms

12.1 We won't tolerate physical aggression or violence, or verbal or written abuse towards our staff or agents. If it happens, we will stop making **SEG Payments**, take legal action or report it to the police.

12.2 The laws of England and Wales or Scotland apply to your contract, depending on where your **generating equipment** is. If a court or other authority (for example **Ofgem**) tells us a part or clause of your contract is not valid, the rest of this contract will not be affected and will still apply.

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

13. Tariff specific terms and conditions

Export and Earn Plus tariff:

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

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

Export and Earn Flex tariff:

13.2 To qualify for our SEG **Export and Earn Flex** tariff:

- If British Gas isn't your electricity supplier at the **Premises** specified in your SEG contract, you will qualify for our **Export and Earn Flex** tariff at the **Premises**.
- When you apply to join the **SEG Scheme**, if you don't have a contract with British Gas to supply electricity to the **Premises**, you will automatically qualify for our **Export and Earn Flex** tariff at the **Premises**.
- If you are on our **Export and Earn Plus** tariff and British Gas ceases to be your electricity supplier at the **Premises**, we will automatically move you to our **Export and Earn Flex** tariff at the **Premises**. You will need to provide a meter reading so we can update your account and pay you on the new tariff rate. We will contact you to let you know we are changing your tariff and to collect a meter reading. If you do not provide a meter reading within 7 days of us contacting you, we will take an estimated reading from the date that your electricity supply agreement with British Gas ended. You

will be paid at the new tariff rate from the date that your electricity supply agreement with British Gas ended, using an estimated reading if applicable.

- If you enter a contract with British Gas for us to supply electricity at the **Premises** at any point while on the **Export and Earn Flex** tariff, we will automatically move you to our **Export and Earn Plus** tariff at the **Premises**.