

Smart Export Guarantee (SEG) payments terms and conditions

While this is a legal agreement, we have tried to write it in a way that is clear and easy to understand. If there is anything you are not sure about in this agreement, please get in touch with our Member Support Team (information at help.bulb.co.uk). We would love to hear from you.

This document sets out the terms and conditions that are applicable to your participation in the Smart Export Guarantee (SEG) scheme via Bulb’s Export payments.

To start, here are some definitions of terms used throughout the document:

Agreement	All the bits and pieces that together form the basis of you taking part in Bulb’s SEG scheme : <ul style="list-style-type: none"> - these terms and conditions - our Confirmation - any other agreements you receive from us in regards to other installations receiving SEG payments;
Application Date	The date from which you submit a complete application form to us;
Application Form	Our SEG scheme sign up form, or any other application form or documents which we may have required you to provide by way of your application to receive export payments. If you provide us with additional or revised information as part of the application process, that information will be treated for the purposes of this Agreement as being part of the Application Form;
Bulb (may also be referred to as “we” or “us”)	Bulb is our trading name. We are an energy supplier and an Ofgem registered SEG Licensee. Our registered company and the energy licence holder is Bulb Energy Limited Company Number 8469555 registered in England. Our registered business address is 155 Bishopsgate, London, EC2M 3TQ;
Central FIT Register (CFR)	The register maintained by Ofgem for the purposes of the FIT Scheme (that holds information about all eligible installations, owners and nominated recipients);
Commissioning Date	The date that an MCS certified installer said your Installation was up and running and operating at its Declared Net Capacity (assuming that the relevant Eligible Installation was available to the installer without interruption or limitation);
Confirmation	The emails and documents that we may send you that will: <ul style="list-style-type: none"> - confirm your application to receive export payments from Bulb has been successful - contain details relating to the tariff you will receive - contain details relating to the process of submitting export meter readings
Confirmation Date	The date eligibility has been confirmed and valid export meter reading has been provided by you;
Declared Net Capacity	The maximum capacity at which the Eligible Installation could be operated for a sustained period without damaging it (assuming the source of power used by it to generate electricity was available to it without interruption) minus the amount of

	electricity that is consumed by the station.
District Network Operator (DNO)	Your distribution network operator (DNO) is the company that owns and operates the power lines and infrastructure that connects homes and commercial properties in your area to the electricity transmission network. They can help you with queries such as moving your meter, connecting your property, or with a power cut. We do not connect directly to homes, commercial properties or any other non-industrial properties. Find out more on this page: https://www.nationalgrid.com/who-is-my-distribution-network-operator
Eligible Installation (may also be referred to as "Installation")	The renewable electricity generating system described in the Application Form is an "Eligible Installation", including solar PV, wind, micro-Combined Heat and Power, hydro and Anaerobic Digestion within the meaning of the SEG Scheme Rules;
Export Meter	A meter which measures the amount of electricity generated by your Installation, which is then exported to the grid;
Export Meter Reading	The measure by an export meter of the amount of electricity generated by your Installation, which has been exported to the grid;
Export MPAN	Each point of entry and exit onto a Distribution Network Operator's Distribution System has an associated Metering Point, and each Metering Point has an associated Administration Number (MPAN) The Export MPAN is the MPAN for your export meter. If your export is recorded on a smart meter you will still need an Export MPAN.
Export Payment	A payment which is based on the amount of electricity generated by your Installation, which has been exported to the grid and measured by the applicable export meter;
Export Tariff	A £/kWh unit rate used to calculate export payments that is associated with a given tariff code as set by Bulb from time to time;
FIT Scheme	The Feed-in Tariff scheme administered by Ofgem (for more information see here: https://www.ofgem.gov.uk/);
FIT Licensee	Any energy supplier required to provide FIT payments.
Import Energy Supplier	The energy supplier you buy your energy from.
Import meter	The meter that records how much energy you use from the grid.
kW	Kilowatt;
kWh	Kilowatt-hour;
MCS	MCS is a standards organisation for microgeneration products and installations. They create and maintain standards that allow for the certification of products,

	installers and their installations. Associated with these standards is the certification scheme, run for MCS by organisations that hold UKAS accreditation to ISO 17065.
MCS Certification	Microgeneration Certification Scheme, a nationally recognised quality assurance scheme, supported by the Department for Business, Energy & Industrial Strategy. MCS certifies microgeneration technologies used to produce electricity and heat from renewable sources. More details on the website: http://www.microgenerationcertification.org/
MCS Register	A register of all installations that are MCS Certified.
	<p>All regulations export meters must comply with as part of the SEG Scheme Rules, including (as at the date on which these terms and conditions were issued): Schedule 7 to the Electricity Act 1989;</p> <p>The Meters (Approval of Pattern or Construction and Manner of Installation) Regulations 1998, (S.I. 1998/1565);</p> <p>The Meters (Certification) Regulations 1998 (S.I. 1998/1566);</p> <p>The Electricity (Approval of Pattern or Construction and Installation and Certification) (Amendment) Regulations 2002 (S.I. 2002/3129);</p> <p>The Measuring Instruments (EC Requirements) (Electrical Energy Meters) Regulations 1995 (S.I. 1995/2607);</p> <p>The Measuring Instruments (EC Requirements)(Electrical Energy Meters) (Amendment) Regulations 2002 (S.I. 2002/3082);</p>
Metering Regulations	The Measuring Instruments (Active Electrical Energy Meters) Regulations 2006 (S.I. 2006/1679);
MW	Megawatt;
MWh	Megawatt-hour;
Ofgem	The Office of the Gas and Electricity Markets, the authority responsible for administering the SEG Scheme;
Reading Date	Means the date(s) by which you are required to provide us with an export meter reading;
Registration Date	Date from which an Export MPAN has been successfully raised and registered on the national database for the Installation's address by Bulb;
SEG Licensee	A licensed electricity supplier that is participating in the SEG Scheme;
SEG Scheme	The Smart Export Guarantee scheme administered by Ofgem (for more information

	see Ofgem’s website);
	Includes: - the Smart Export Guarantee Order 2019 - the standard licence conditions applicable to licensed electricity suppliers that govern the operation of the SEG Scheme - any other legislation, rules or guidance (including guidance published by Ofgem) which apply to the SEG Scheme from time to time.
SEG Scheme Rules	Correct as of the date of issue of these terms and conditions. Further information on these rules can be found on the Ofgem website at www.ofgem.gov.uk ;
Validation	Accuracy check performed on export meter readings against the information that we hold about your Installation to make sure the readings are (roughly) inline with what we'd expect.
You	“You” are the electricity generator, i.e. the owner of an Eligible Installation, that wishes to receive export payments and has selected Bulb to be your H: < ^XZchZZ or SEG Licensee;

1. When this Agreement begins

- 1.1. Our Agreement together begins, and your participation in the SEG Scheme with us will become fully effective, once all of the following has happened:
 - 1.1.1. we have received a completed sign-up form that is signed (electronic or paper) from you confirming your agreement to Bulb’s SEG terms and conditions);
 - 1.1.2. your Installation has been checked for MCS certification;
 - 1.1.3. we are recorded on the national database as the “Supplier” in respect of your Installation;
- 1.2. You agree that you have entered into this Agreement with Bulb in your personal capacity and you have not entered into this Agreement with Bulb via any other third party agent.

2. Confirmation of this Agreement

- 2.1. You will receive confirmation of this Agreement from Bulb which will detail the following:
 - 2.1.1. Your Registration Date, as recorded on national database, your relevant Export Tariff, and based on the information you have provided about your Installation;
 - 2.1.2. your Export Tariff rates applicable to your Installation on the Registration Date;
 - 2.1.3. the frequency we require export meter readings from you and the frequency you will receive Export Payments;

3. Eligibility Criteria

- 3.1. You confirm you are eligible for Export Payments under the SEG Scheme because:
 - 3.1.1. your renewable electricity generating system as described in your application form is an “Eligible Installation” within the meaning of the SEG Scheme Rules;

- 3.1.2. you are the owner of the Installation;
- 3.1.3. your Installation is located in Great Britain;
- 3.1.4. your Installation has a Total Installed Capacity (within the meaning of the SEG Scheme Rules) of no more than 5MW (or 50kW for micro CHP systems);
- 3.1.5. your Installation has been commissioned and is MCS certified or accredited by Ofgem;
- 3.1.6. you will not be receiving any Export Payments from any organisation apart from Bulb for the electricity exported by your Installation for the duration of this agreement;
- 3.1.7. you will not be receiving FIT export payments (see clause 8).

4. Changes to your Installation and your eligibility

- 4.1. You agree to tell us as soon as possible by writing if any of the information you've provided us stops being accurate. This includes by email. If you tell us by phone we'll also need you to send it in writing. You will also provide us with the correct, updated information, including any appropriate supporting documentation that may be needed to verify the change (examples include, but are not limited to: extensions or reductions that modify the capacity of your Installation such as equipment breakdown or planned maintenance which could affect export output, ownership changes, changes in your export meter);
- 4.2. If you fail to inform us about a change, and we discover this change we are required to inform Ofgem. Ofgem will decide what action is to be taken. This may involve us recovering, reducing or suspending your Export Payments.

5. Your payments

Payment amounts and tariff rates

- 5.1. The amount of any Export Payments paid to you will be calculated by reference to the SEG Scheme Rules. If tariff rates or any other changes occur to the SEG Scheme Rules which affect how Export Payments are made, these changes will be reflected in the Export Payments that you are entitled to receive under this Agreement;
- 5.2. Export Payments will be calculated by multiplying the applicable Export Tariff rate by the amount of kWh exported. This amount is calculated based on the export meter readings that you provide and we have validated.

Timing

- 5.3. Subject to the terms of this Agreement and the SEG Scheme Rules, you will be entitled to receive Export Payments from Bulb during the period from your Confirmation Date to when this Agreement is terminated;
- 5.4. We will seek to send your Export payments to you within 60 calendar days of receiving your meter reading.
- 5.5. As long as you provide us with the required quarterly export meter readings, which we are able to validate, we will send you an Export Payment each quarter until this Agreement is terminated;

Payment method

- 5.6. We will make payments to you via bank transfer or other payment method that we have agreed with you in the sign-up form (for example, transferring payments to your Bulb supply account).

VAT and Taxes

- 5.7. You will be solely responsible for the payment of any and all taxes due in respect to Export Payments made to you;
- 5.8. You will be responsible for determining whether you are required to charge VAT on amounts of electricity exported to the grid from your Installation – please refer to HMRC for further guidance on this point. If you are required to charge VAT on exported electricity, we will only be required to pay the relevant Export Payment and associated VAT where, after providing us with the relevant Export export meter reading, you also provide us with an appropriate VAT invoice.

Payment dispute

- 5.9. If you want to dispute a payment please contact us immediately at help@bulb.co.uk or 0300 303 0635 and we will work with you to resolve the issue.

Withholding, reducing or suspending payments

- 5.10. If you do not provide export meter readings within the required timescale, or if any export meter readings fail validation, your Export Payments may be suspended until we have received from you a fully updated, valid export meter reading.
- 5.11. We will have the right to reduce or withhold Export Payments from you or recoup Export Payments that have already been made in the following circumstances:
- 5.11.1. if it has been identified that there has been an error by Ofgem, you, or us, which has led to us making Export Payments in excess of your entitlement under the SEG Scheme;
 - 5.11.2. if an abuse of the SEG Scheme is identified by us or Ofgem; and/or
 - 5.11.3. if we are required by the SEG Scheme Rules and/or any direction given to us by Ofgem to reduce, withhold or recoup SEG Payments from you. Examples include but are not limited to situations where you have failed to provide particular information which is required under the SEG Scheme Rules or where information you have provided is discovered to be inaccurate.
- 5.12. If we are notified by MCS that your Installation has been suspended or removed from the MCS Register or that you have been suspended from participating in the SEG Scheme, we will have the right to suspend payment to you unless and until we are told by Ofgem that we can re-commence making payments to you (either on the same basis as before, or on a reduced basis, if this is what Ofgem requires).
- 5.13. If we make changes to this Agreement that results in your export rates decreasing, we will give you 30 days' notice to let you know about the changes using the email address you give us in the sign-up form. If you do not agree with the changes, you can change to another SEG Licensee without any penalty.

6. Your metering arrangement

Location

- 6.1. Your export meter must be located, where reasonable, in an accessible location. This means your meter must be in a position where it can easily be read without the use of

any equipment (e.g., a ladder or tools). If your Installation is in a rural location, it also means that the building in which the export meter is installed is accessible on foot from a public road;

- 6.2. If we consider, following a visit by one of our metering agents/contractors, that your export meter is not in an accessible location, we will have the right to require you to pay a reasonable charge. This charge will be based on the additional costs payable to our agent for gaining access.

Metering regulations

- 6.3. You must ensure that the export meter complies with the Metering Regulations;
- 6.4. You will be responsible for ensuring that the export meter is operating properly;
- 6.5. You should speak to us if your export meter (or any meter relevant to SEG payments being made) is found to be broken or recording in error. For more information see the SEG Generator Guidance
https://www.ofgem.gov.uk/system/files/docs/2019/12/seg_guidance_for_generators_0.pdf

Your export meter readings

- 6.6. 'You agree to provide us with accurate export meter readings on the Registration Date, the Agreement end date, and at our reasonable request at any time between the registration date and the Agreement end date;
- 6.7. We will send you notifications requiring you to provide an export meter reading. Each notification will explain how to provide the reading as well as the reading date;
- 6.8. All export meter readings must be provided in accordance with the procedures described in the Confirmation or such revised procedures as we may reasonably introduce and notify you of. If you do not provide us with a particular export meter reading, in accordance with the relevant procedure, by the applicable reading date, we will have the right to suspend payment for the period in question and not pay you until we have received from you a fully updated, valid export meter reading.

Access to your meters

- 6.9. You must allow access to your export meter, to Bulb (or one of our metering agents/contractors) for the purpose of taking export meter readings and inspecting, testing and maintaining the meters and if appropriate, replacing them;
- 6.10. We will have the right to carry out verification checks on a frequent basis;
- 6.11. If our metering agents/contractors are unable to gain access to your site for the purposes described above, we have the right to suspend any payment until we have been able to gain access and verify the accuracy of your export meter readings;
- 6.12. We have the right to perform, or ask our metering agent/contractor to perform, an accuracy check to validate any export meter reading you submit. If this check finds that your readings are inaccurate or abnormal, then we will contact you to request proof of the accuracy of the export meter reading. If this occurs, you have the responsibility to provide evidence in order for us to accept the export meter reading. Evidence could include a dated photo, or providing physical access to Bulb and/or our metering agent/contact to verify your meter in person. If we are not satisfied as to the accuracy of the export meter reading, we will have the right to suspend the relevant payment for the period in question and not pay you until we have received from you fully updated, valid export meter readings.

Meter running backwards

- 6.13. If the import meter at the site of your Installation is running backwards, you must contact us and your import electricity supplier immediately. If you are not the occupier of the site, you must ensure that the occupier contacts their import electricity supplier immediately.

7. Grid Connection Arrangements

- 7.1. You must ensure that the Distribution Network Operator has been notified and that you comply with any requirements relating to ongoing use of the grid connection;
- 7.2. If a connection agreement with the network operator, governing the export arrangements, is not already in place, then by exporting electricity to us under this Agreement, we are required under electricity industry rules to ensure that you enter into a standard connection agreement with the network operator. In this case, we will act on behalf of your network operator to make an agreement with you. We will speak to your network operator and get an MPAN on your behalf. 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 is a legal agreement. It sets out rights and duties in relation to the connection where 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 contact the Energy Networks Association (www.connectionterms.co.uk).

8. FIT Export payments

- 8.1. If your Installation is receiving FIT Payments, 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 on the CFR. You will be unable to change your first choice until at least the first anniversary of your participation in the Ofgem 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. If we are your FIT licensee, we will record your opt-in or opt-out decision on the CFR.
- 8.2. If an Installation is participating in the SEG scheme, it must not also be receiving FIT Export payments. By entering into this Agreement, you agree to accurately inform Bulb:
 - 8.2.1. if your Installation is participating in the FIT scheme,
 - 8.2.2. that your Installation has been opted out of FIT Export Payments.

9. Moving Premises

- 9.1. If you move home or business premises and, as part of the move, you cease to be the owner of the Installation, this Agreement will terminate automatically. You must inform us if you move home or business. If the new owner of the Installation wishes to register with Bulb for Export payments, you should direct them to us and we will enter into a new agreement with the new owner directly;
- 9.2. If you move home or business premises and, as part of the move, you agree with the new owner/occupant of your home or business premises that you will continue to be the owner of the Installation (for example, by agreeing that you will lease that part of the property in which the Installation is located), then you may keep this Agreement in place.

In these circumstances, where you continue to be the owner of the Installation following the move):

- 9.2.1. you must notify us of any new address we should use for correspondence either by phone (0300 303 0635) or email (help@bulb.co.uk);
- 9.2.2. you must provide us with evidence (for example, a copy of a relevant lease agreement) showing that you continue to be the owner of the Installation even though you have moved; and
- 9.2.3. it will be your responsibility to ensure you are able to continue complying with your obligations under this Agreement (including providing export meter readings where applicable and allowing us and/or our agents/contractors to gain access to the relevant property).

10. Termination and Switching Termination

- 10.1. You have the right to terminate this Agreement at any time by informing us and explaining whether you wish to switch to another SEG licensee or withdraw from the SEG Scheme. The list of SEG Licensees will be published on the Ofgem website.

Switching SEG Suppliers

- 10.2. If you wish to switch to another SEG Licensee, you will need to apply with your new SEG Licensee so that it can initiate the switching process by making the necessary changes in industry systems. We will then participate in the switching process as necessary in order to facilitate the switch;
- 10.3. As part of the switching process, you will need to provide your new SEG Licensee with an export meter reading for the switch date. The new SEG Licensee will then finalise the switch and provide us with the relevant export meter reading for the switch date. We will only make a final payment to you under this Agreement when we have received the final export meter reading;
- 10.4. Termination will only take effect once the new SEG Licensee has been registered as your SEG Licensee in industry systems.
- 10.5. Switching SEG licensee does not happen automatically when you switch energy suppliers. You can have different SEG and energy suppliers.

All other terminations

- 10.6. This Agreement will terminate automatically in any of the following circumstances:
 - 10.6.1. if you cease to be the owner of the Installation;
 - 10.6.2. if at any time we cease to be a SEG Licensee.
- 10.7. We will also have the right to terminate this Agreement immediately, by informing you that we wish to do so, in the following circumstances:
 - 10.7.1. if you fail to comply in a significant way with the terms and conditions of this Agreement; and/or
 - 10.7.2. if at any time it is necessary for us to terminate this Agreement in order to comply with any direction given by Ofgem.
- 10.8. Any termination will not impact any rights which either you or we may have acquired before the date of termination (for example, you claiming Export Payments for electricity generated prior to the termination date or, us collecting any overpayments made to you after the termination date).

11. Bulb's obligations

- 11.1. As long as you comply with your obligations under this Agreement, we will make payments to you at the times and at the rates described in the payments section of this Agreement;
- 11.2. 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 SEG Scheme;
- 11.3. We will fulfil our obligations under the SEG Scheme as efficiently as possible, so long as we are not prevented from doing so by any act or omission by you;
- 11.4. We will take all reasonable steps to ensure that all the information we provide is complete and accurate, is easily understandable, is not misleading, and is otherwise fair, transparent, appropriate and delivered in a professional manner both in terms of content and in terms of how it is presented (with more important information being given appropriate prominence).

12. Liability

- 12.1. We will not be liable to you for any failure to comply with this Agreement which is directly or indirectly caused by any circumstances beyond our reasonable control;
- 12.2. We will not be liable for any fault or failure of your generating systems;
- 12.3. You will not be liable to us for any failure to comply with this Agreement which is directly or indirectly caused by any circumstances beyond your reasonable control.
- 12.4. Our liability (including for negligence and breach of statutory duty) is limited to £10,000 for each unconnected event that we are directly responsible for, or £10,000 in total for any connected series of events that we're directly responsible for, and which has caused you loss or damage. We are responsible for any liability which is not capable of being excluded by law.
- 12.5. Except in relation to any liability which is not capable of being excluded by law, we are not liable for any loss or damage (including negligence and breach of statutory duty) that we couldn't reasonably have expected would result from breach of this Agreement at the time you entered into it.

13. Privacy Policy, data protection & use of information

- 13.1. We both agree that we can use your personal data in accordance with our Privacy Policy, which you can find at bulb.co.uk/privacy;
- 13.2. Information about you can be shared between us and third parties, including Ofgem, other SEG Licensees and appointed export meter reading contractors, where we consider this is necessary in order to fulfil our obligations under this Agreement and/or the SEG Scheme;
- 13.3. Information you provide or that we hold about you may be used by us, our employees and/or our agents, to help: (1) identify you when you call; (2) detect and prevent crime, fraud or loss; and (3) administer accounts, services, and products;
- 13.4. We may monitor or record telephone calls, to help improve our customer service, for security purposes, for administering your account and debt recovery purposes;
- 13.5. You must ensure that where you provide us with information relating to any other person (for example, a joint owner of the Installation or one of your employees) you have

