

## **NIE Energy Generation Contract – for renewable generators up to 1MW**

### **Terms and Conditions**

#### **1. Renewable Generation Contract**

This Renewable Generation Contract (the Renewable Generation Contract or "Contract") contains the standard conditions which form the legally binding contract between "Us" – NIE Energy Limited ("NIE Energy") whose registered address is 120 Malone Road Belfast BT9 5HT and "You", the "Renewable Generator", for the supply by You to Us of renewable electricity and all of the associated benefits.

#### **2. Definitions**

"Accreditation" is the process by which the Renewable Generation Plant is Accredited by the Authority as being a Renewable Generation Plant capable of generating from an Eligible Renewable Source;

"Accredited" is where the Authority has confirmed in writing to the Renewable Generator the Accreditation and has not since withdrawn it;

"Agent" means the person nominated by the Renewable Generator for the management of the Renewable Generation Plant's Accreditation and the management of any benefits issued by the Authority associated with any power generated by the Renewable Generation Plant;

"the Authority" means the Northern Ireland Authority for Utility Regulation established under Article 3 of the Energy (NI) Order 2003;

"Authority Timetable" is the timetable set by the Authority for yearly Metered Output declarations;

"Connection Agreement" means the Agreement entered into with NIE for the connection of the Renewable Generation Plant to the NIE distribution system;

"Eligible Renewable Sources" is as defined in Article 5 of the Renewables Obligation (NI) Order 2007;

"Export Electricity" means the electricity passed into the NIE distribution system from the Renewable Generation Plant as measured by the relevant Metering Equipment;

"Input Electricity" is as defined by Article 9(7) of the Renewables Obligation (NI) Order 2007";

"kWh" means kilowatt hour;

"Levy Exemption Certificate" or "LEC" is the certificate issued under Part II and Schedules 6 and 7 of the Finance Act 2000;

"Licence" means a licence granted under Article 10 of the Order;

"Meter Reading" means a reading taken from the relevant Metering Equipment;

"Metered Output" means the aggregate amount of electricity generated by the Renewable Generation Plant as measured by the relevant Metering Equipment after making appropriate adjustments for any Input Electricity;

"Metering Equipment" means metering equipment installed on site sufficient to measure (a) the Metered Output on a cumulative basis in kWh, as accredited by the Authority and approved by NIE and (b) the Export Electricity, as approved by NIE Energy;

"NIE" means Northern Ireland Electricity plc;

"NIROC" means a renewable obligation certificate issued by the Authority in respect of the Accredited Generator pursuant to the Renewables Obligation (NI) Order 2007;

"Order" means the Electricity (Northern Ireland) Order 1992 as amended;

"Spill Price" means the price for the Export Electricity based on the Renewable Generation Tariff to be notified to the Renewable Generator on an annual basis or as otherwise agreed;

"Reading Dates" as defined for the purposes of this Agreement as the 1<sup>st</sup> April in the relevant year or such other dates as NIE Energy may request;

"Renewable Generator" is as given in Section 2 of the Renewable Generation Contract under Renewable Generator Details;

"Renewable Generation Plant" is as described in section 3 of the Renewable Generation Contract.

### **3. Sale of Export**

The Renewable Generator grants to NIE Energy the sole and exclusive right to the Export Electricity subject to the terms and conditions of this Contract. The Parties agree that the purchase of any electricity generated from Eligible Renewable Sources by the Renewable Generation Plant under the terms of this Contract will include all the benefits associated with the output from the Renewable Generation Plant including any NIROC or Levy Exemption Certificate for the Metered Output.

### **4. Conditions Precedent**

The provisions of this Contract are subject to the fulfilment of the following conditions precedent:

- a) The Renewable Generator has a Renewable Generation Plant installed less than or equal to 1MW capacity.
- b) The Renewable Generation Plant has the appropriate Metering Equipment installed which for a Renewable Generator over 100kW shall be a half hourly on-line meter.
- c) The Renewable Generator has entered into a Connection Agreement with NIE
- d) An initial Meter Reading from the relevant Metering Equipment has been submitted to NIE Energy in the Renewable Generation Contract
- e) The Renewable Generator confirms to NIE Energy that the Renewable Generator is free to sell the electricity generated from Eligible Renewable Sources by the Renewable Generation Plant.
- f) NIE Energy holds a Licence.

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### **5. Obligations of the Renewable Generator**

- 5.1 During the term of this Contract the Renewable Generation Plant must continue to have in place a Connection Agreement and all necessary planning permissions, consents and licences required for it to operate.
- 5.2 The Renewable Generator has a duty to inform NIE Energy of its VAT status. If appropriate, the Renewable Generator must provide NIE Energy with its VAT registration number.
- 5.3 The Renewable Generator must make reasonable endeavours to maintain the Renewable Generation Plant and ensure that it continues to produce electricity from Eligible Renewable Sources.
- 5.4 If the Renewable Generation Plant ceases to output, the Renewable Generator must inform NIE Energy within 10 working days.
- 5.5 The Renewable Generator must at all time ensure that there is appropriately located accurate metering to record the Metered Output generated and that all Metering Equipment has an appropriate meter serial number.
- 5.6 The Renewable Generator shall provide and install Metering Equipment to measure the Metered Output (provided such Metering Equipment is of a type which has been accredited by the Authority and approved by NIE) and shall maintain such Metering Equipment.
- 5.7 The Renewable Generator shall provide NIE Energy with a Meter Reading and returns all forms required to be signed by it within 10 days of receipt of such a request.
- 5.8 The Renewable Generator shall ensure that it provides NIE Energy with timely and accurate Meter Readings for the Metered Output as per the Reading Dates.

- 5.9 The Renewable Generator must make reasonable endeavours to maintain the Metering Equipment ensuring accuracy of the readings.
- 5.10 If at any time the Renewable Generator believes that the relevant Metering Equipment is not functioning properly the Renewable Generator must inform NIE Energy of this immediately in writing. If NIE Energy does not agree with the Generator as to whether the said Metering Equipment is functioning properly NIE Energy will issue a dispute notice in writing and as soon as practicable the relevant Metering Equipment is required to be examined in accordance with the Order. If on such examination:
- 5.10.1 It shall be found that the inaccuracy of the registration of the relevant Metering Equipment at normal load exceeds 2.5% plus or 1.5% minus or the inaccuracy of the registration of any demand indicator at normal loads exceeds 5%, the said Metering Equipment shall be recalibrated or replaced and the cost of such a test and recalibration shall be paid by NIE Energy.
- 5.10.2 The relevant Metering Equipment is found to be accurate within the said limits the said Metering Equipment shall be deemed to be accurate and the cost of moving, testing and replacing the said Metering Equipment or any part thereof shall be paid by the Renewable Generator.
- 5.11 Provided that NIE Energy provides the Renewable Generator with reasonable notice, the Renewable Generator will allow NIE Energy or anyone else authorised by Us safe access to the property at reasonable times for the purpose of ensuring that any Metering Equipment and the connection is operating correctly in accordance with this Contract and also so that NIE Energy or anyone else authorised by Us may obtain check readings from any Metering Equipment.
- 5.12 The Renewable Generator must allow our authorised representatives safe access at any time to inspect and cut off the electricity generation if it is reasonably suspected that it is dangerous, and You will be responsible for any associated costs.
- 5.13 The Renewable Generation Plant shall either be Accredited or will go through the Accreditation process on request from NIE Energy.
- 5.14 The Renewable Generator agrees to nominate NIE Energy as an Agent where applicable.
- 5.15 The Renewable Generator will ensure that it has complied with the relevant statutory instruments including the Renewable Obligations (NI) Order 2007 to attain any of the benefits associated with Renewable Generation Plant including NIROCs and Levy Exemption Certificates upon request from NIE Energy.  
The Renewable Generator shall provide NIE Energy with the NIROCs and Levy Exemption Certificates, if any, plus any benefits associated with the Renewable Generation Plant issued to the Renewable Generator each year, or more frequently if requested.
- 5.16 The Renewable Generator shall ensure that it provides NIE Energy with any information on Input Electricity with its Meter Readings on request from NIE Energy.
- 5.17 Where a ROC which is subject to this Contract is revoked by the Authority after the NIROC transfer has taken place, the Renewable Generator will notify NIE Energy within 3 working days and provide a copy of the Revocation Notice. In circumstances where alternative NIROCs are issued, these should be transferred to NIE Energy within 30 working days. In circumstances where alternative NIROCs are not issued, the Renewable Generator shall reimburse NIE Energy for the amount paid for the revoked ROCs or replace the NIROCs with NIROCs from an alternative generator not subject to either this Contract or any other agreement with NIE Energy within 30 working days.

## **6. Obligations of NIE Energy**

- 6.1 NIE Energy agrees that subject to the terms and conditions of this Contract it will purchase the Export Electricity for the duration of this Contract and will pay to the Renewable Generator the Spill Price in respect of the Export Electricity.

- 6.2 NIE Energy warrants that it has the power to enter into, perform and comply with all its obligations under this Contract.
  - 6.3 When acting as Agent, NIE Energy shall ensure that it provides the Authority with Renewable Generation Plant data on Metered Output as per the Authority Timetable including data on any Input Electricity upon Accreditation of the Renewable Generator.
  - 6.4 Upon Accreditation of the Renewable Generation Plant, NIE Energy will act as an Agent if appropriate.
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## **7. Duration**

- 7.1 This Contract is effective from the date of the initial Meter Reading and shall continue until it is terminated in accordance with the provisions of clause 8 (Termination).
- 7.2 NIE Energy and the Renewable Generator shall together agree to make any changes to this Contract required to be made as a result of regulatory changes published from time to time by the Authority.

## **8. Termination**

- 8.1 NIE Energy may by notice to the Renewable Generator forthwith terminate this Contract when:
  - 8.1.1 The Renewable Generator no longer owns or occupies the premises specified in section 2 of the Renewable Generation Contract;
  - 8.1.2 The electricity supply to the premises specified in Section 2 of the Renewable Generation Contract has been disconnected;
  - 8.1.3 NIE Energy suspects that the Renewable Generator has illegally abstracted electricity or has interfered with electricity related equipment or it has been provided with a falsified meter reading;
  - 8.1.4 The Renewable Generation Plant on site has been removed;
  - 8.1.5 The Renewable Generator has not received Accreditation within 8 weeks of the date of this Contract or such longer period as NIE Energy may agree.;
  - 8.1.6 The Renewable Generator defaults in the performance of any of its obligations under this Contract;
  - 8.1.7 The Renewable Generator makes a general arrangement for the benefit of its creditors, institutes or has instituted against it proceedings seeking a judgement of insolvency or bankruptcy or has a resolution passed for its winding up or insolvency;
  - 8.1.8 The Renewable Generator has executed an Accession Deed requiring it to observe, perform and be bound by the Trading and Settlement Code and has received a notice from the Market Operator confirming that it may commence participation in the Single Electricity Market.
- 8.2 NIE Energy or the Renewable Generator may terminate this Contract by giving 28 days notice to either party or immediately if the NIE Energy Licence is revoked.
- 8.3 At the end of this Renewable Generation Contract, a Meter Reading is required and NIE Energy will issue the Renewable Generator with a termination account for the income due.
- 8.4 The termination of this Contract will not affect any rights which may have accrued to either party and NIE Energy shall have the right to remain as Agent for the remaining period during which NIROCs and any other benefits are issued relating to generation by the Renewable Generator for the period when the Renewable Generation Contract was in force.

## **9. Liability**

- 9.1 Neither NIE Energy nor the Renewable Generator is liable to the other for any breach of this Contract directly or indirectly caused by matters beyond our respective reasonable control.
- 9.2 Neither NIE Energy nor the Renewable Generator will be liable for the others loss of use, profits or revenue or any indirect or consequential loss arising out of this Renewable Generation Contract. Save for personal injury or death, liability for negligence shall not exceed £100,000.
- 9.3 These limitations of liability override any other provision in this Renewable Generation Contract unless otherwise expressly stated.
- 9.4 Nothing in this Renewable Generation Contract excludes or limits the liability of either of us for death or personal injury resulting from negligence.

## **10. Variations to the Renewable Generation Contract**

- 10.1 We may propose variations to the Contract at any time by giving 2 days prior written notice and the Renewable Generator should not unreasonably withhold its consent to such variations.
- 10.2 You cannot transfer this Renewable Generation Contract to anyone else without our permission. We may transfer this Renewable Generation Contract to any company, which can legally supply You.
- 10.3 If the Authority or the Government make changes to our Licence we may need to make changes to this Renewable Generation Contract. If this happens we will tell You as soon as we can.

## **11. General**

- 11.1 Notices in relation to this Contract will be sent to You at the billing address. Your notices must be sent to Renewable Generation Contract, NIE Energy, Woodchester House, 50 Newforge Lane, Belfast BT9 5NW.
- 11.2 Any notice or consent must be in legible writing and sent by first class pre-paid letter, by hand or by fax. Any posted notice is deemed to have been given 2 days after it was sent and a notice delivered by hand or fax is deemed to have been given when delivered or transmitted.
- 11.3 If there is any inconsistency between these terms and conditions and any other documents comprising the Renewable Generation Contract, then these terms and conditions prevail.
- 11.4 Where You comprise more than one person (for example, if You are partners in a firm), the obligations and liabilities under this Renewable Generation Contract are joint and several.
- 11.5 Each of the clauses and sub-clauses of this Renewable Generation Contract operate separately from the others and survives independently of the others.
- 11.6 Neither of us has entered into this Renewable Generation Contract in reliance on any representation or warranty or other undertaking not fully reflected in these terms.
- 11.7 If You require anything from Us in addition to our obligations under this Contract we will be entitled to charge a reasonable amount for any work or materials, including administration charges.
- 11.8 The law of Northern Ireland applies to this Renewable Generation Contract. This Renewable Generation Contract is subject to the non-exclusive jurisdiction of the Northern Ireland Courts.
- 11.9 You agree that we may disclose information about You or your Renewable Generation Plant to others for any purpose in connection with your Renewable Generation Plant.