

POWER PURCHASE AGREEMENT (PPA) FOR SUPPLY & PURCHASE OF ELECTRICITY FROM DOMESTIC ROOFTOP SOLAR PV SYSTEM

PPA CONTRACT - ACCEPTANCE FORM

In this Acceptance Form, “we”, “us” or “our” means Community Energy Scheme Stoke Limited, “you” means the customer named below and other capitalised expressions have the meaning given to them in our “Terms and Conditions” as described below.

The documents forming this PPA (standing for “Power Purchase Agreement”) contract between you and us (referred to below as the “PPA”) are: (a) this Acceptance Form; and (b) our “Terms and Conditions” (as attached to this Acceptance Form or provided by us to you in some other way). Also relevant to the PPA is our “Privacy Policy”, as available on our website at <https://www.communityenergyscheme.com/> describing how we will use your personal data.

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| <p>Customer Full Name</p> <p><i>(referred to in this PPA as “you” or your”)</i></p> | |
| <p>Customer Reference Number</p> | |
| <p>Customer Contact Details</p> | |
| <p>Existing Grid Electricity Supplier details and Customer Reference Number</p> | |
| <p>Property Address</p> <p><i>(referred to in this PPA as the “Property”)</i></p> | |
| <p>Confirmation of Landlord consent obtained</p> | <p>[Yes/No]</p> |
| <p>Key Facts</p> | <p>You rent the Property where we will install the solar photovoltaic (PV) system.</p> <p>The amount of electricity produced by the solar PV system will vary depending on the lighting conditions and so you must maintain another grid electricity supply to the Property with an alternative supplier which can provide you with electricity from the mains grid.</p> <p>You will pay for the electricity generated from the solar PV system and used at the Property until this PPA comes to an end. If you continue to rent the Property, this will be for a term of 25 years (see ‘Expiry Date’ below).</p> <p>You have the right to change your mind and cancel this PPA within 14 days of the date of signing it. Please see clause 2.1 for more information.</p> <p>We reserve the right to undertake any credit referencing before commencing supply.</p> <p>Your personal information (including sensitive personal data or special categories of personal data (e.g. criminal records) will be collected, processed and may be shared in accordance with clause 10 of the Terms and Conditions and our Privacy Policy.</p> <p>By ticking the boxes below you will be confirming that you specifically agree to the following marketing activity:</p> <p><input type="checkbox"/> that Community Energy Scheme Stoke Limited may provide you with information about promotional offers and marketing material; and</p> <p><input type="checkbox"/> that other companies related to Community Energy Scheme Stoke Limited may provide you with information about promotional offers and marketing material.</p> <p>Please note you may withdraw your consent to this marketing activity at any time by contacting us by telephone on 01782 980 040 or by email to stoke@communityenergyscheme.com</p> |
| <p>Intended Installation Date</p> | <p>The intended date for installation of the solar PV system at the Property will be a minimum 14 days after you have signed the Acceptance Form. This is to give you time to exercise your cancellation rights within 14 days, should you wish to do so (see clause 2.1). We will contact you to arrange a mutually</p> |

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| | convenient time for installation to take place and the actual date of the installation will be what we then refer to as the <i>Installation Date</i> in the <i>Terms and Conditions</i> . |
| Expiry Date | The date that is 25 years after the <i>Installation Date</i> (but see clause 12 of the <i>Terms and Conditions</i> for more detail on the circumstances in which some or all parts of the PPA may end before this date, including where your tenancy of the Property ends before this date) |
| Price of electricity generated by the solar PV system and supplied to you under the PPA (stated in pence per unit – a unit meaning a kilowatt hour or, written in short form, kWh) | <p>The price you pay will be the "Fair Market Price", as described in clause 3 of the <i>Terms and Conditions</i> and confirmed to you ahead of each pricing period in accordance with that clause.</p> <p>For the first pricing period which ends on 31st March [] the price will be [] pence per kWh, plus VAT</p> <p>The overall cost to you of the electricity supplied under the PPA <u>may</u> be lower than the prices referred to above if you are entitled to a "Community Energy Rebate" (as described in clause 3 of the <i>Terms and Conditions</i>) and/or if our "Price Match Promise" (as also described in clause 3 of the <i>Terms and Conditions</i>) applies</p> |
| Payment terms | Monthly bills to be paid by you within 14 days of you receiving them |

By signing this Acceptance Form, you will be confirming that you agree to the terms of this PPA, including: (i) the price and other details set out in this Acceptance Form; and (ii) our *Terms and Conditions* (as attached to this Acceptance Form or provided by us to you in some other way).

| | |
|---------------------------|--|
| CUSTOMER SIGNATURE | COMMUNITY ENERGY SCHEME STOKE LIMITED SIGNATURE |
| Print name: | Print name: |
| Dated: | Dated: |

POWER PURCHASE AGREEMENT (PPA) FOR SUPPLY & PURCHASE OF ELECTRICITY FROM DOMESTIC ROOFTOP SOLAR PV SYSTEM

PPA - TERMS AND CONDITIONS

(Please read these Terms and Conditions and keep them safe for future reference.)

1. Supply of PV Generated Electricity & LED Light Bulbs

- 1.1 These Terms and Conditions form part of the PPA which also includes the relevant "Acceptance Form" agreed by you. Together these documents form the entire agreement between COMMUNITY ENERGY SCHEME STOKE Limited, whose registered office is at Unit 8 Peerglow Centre, Marsh Lane, Ware, Hertfordshire, SG12 9QL ("us" (and where applicable "we" or "our")) and you relating to the installation by us of a rooftop solar PV system at the Property and the supply of electricity (as generated by that solar PV system) by us to you.
- 1.2 The PPA relates to the supply by us of electricity generated by a roof top solar photovoltaic (PV) system located at the Property address detailed on your Acceptance Form (the "PV Supply"). The roof top solar PV system will consist of some or all of the following: photovoltaic modules, inverters, combiners and load sharing, electricity storage, communications infrastructure, metering and monitoring equipment, ancillary works, cabling infrastructure and other media together with the fixings and the conduits containing them.
- 1.3 Please note that a solar PV system will only generate electricity in the daytime and when there is sufficient light, so it is important that you maintain a grid electricity supply arrangement (a "Grid Electricity Supply") under a contract with a third-party retail energy supplier (a "Grid Electricity Supply Contract") in addition to the PV Supply. You will use the PV Supply in priority to your Grid Electricity Supply, and the solar PV system will be configured to make this happen automatically for as long as we are required under the PPA to provide you with the PV Supply.
- 1.4 We have no obligation to provide you with any minimum level of PV Supply and we cannot commit to doing this because the amount of electricity generated by the solar PV system will vary depending on the light available. You will need to have a Grid Electricity Supply in addition to the PV Supply at all times.
- 1.5 We have the right to export to the grid and sell to someone else any electricity generated by the solar PV system which is not used by you at the Property.
- 1.6 This PPA is conditional upon satisfactory results of any appropriate credit or reference checks and this PPA will start on the earliest of the date when either: (a) you agreed on the phone that we will supply you; (b) you signed an agreement with one of our representatives; (c) we receive a completed application form asking us to supply you; or (d) you confirm on our website that you accept the documents (including the terms and conditions) referred to in clause 1.1 above.
- 1.7 After this PPA has started (as set out in clause 1.6 above), we will write to you to confirm the start date for your PV Supply. This start date will be the same as your Installation Date and so your PV Supply will start from the Installation Date.
- 1.8 Please note that in making the PV Supply, we are not acting as a licensed electricity supplier and so will not be subject to the same rules as those which apply to a supplier who operates under an electricity supply licence granted by the energy regulator, Ofgem.
- 1.9 As well as the PV Supply, we will provide you, free of charge, with LED light bulbs for all the fixed light fittings at the Property. The particular conditions which apply to this arrangement are as follows:
 - 1.9.1 LED light bulbs will only be provided for fixed light fittings, so not (for example) any table lamps or free-standing lamps which are plugged in to a three pin socket;
 - 1.9.2 where an LED light bulb we have provided stops working due to it being faulty or it having worn out, we will provide a replacement free of charge. For clarity, we will not be required to provide a free replacement for any light bulb which gets broken or damaged through no fault on our part;
 - 1.9.3 we will stop having any obligation to provide you with free LED light bulbs if you end the PV Supply under clause 8 (because you do not want certain proposed changes to the PPA to apply to you) or we end it under clause 12.3 (because you have not complied with the PPA in some way). However, if we choose to end the PV Supply under clause 12.2 (which allows us to end the PV Supply without needing to give you any particular reason for this), we will continue to provide you with free light bulbs until the Expiry Date or, if earlier, the date your tenancy of the Property comes to an end.

2. Your cancellation rights

- 2.1 You may cancel this PPA by notifying us of your desire to cancel **within 14 days** of signing the Acceptance Form. Just email us at stoke@communityenergyscheme.com (quoting your account number) or alternatively contact us by phone at 01782 980 040 and we will guide you through the process. You do not need to give a reason for cancelling, it is sufficient that you have just changed your mind. If you cancel within 14 days the PPA will come to an end and we will not install PV System at the Property.

3. Prices

- 3.1 For each pricing period under the PPA (see clause 3.3 for what we mean by a pricing period), the basic price (per kWh unit) for the PV Supply (before taking into account, where applicable, any "Community Energy Rebate" or the "Price Match Promise" as described further on in this clause 3) will be the price that we tell you is the "Fair Market Price", as calculated in accordance with clauses 3.3 to 3.7 below, for that pricing period
- 3.2 For the first pricing period under the PPA, as described in the Acceptance Form, the relevant basic price (per kWh unit) for the PV Supply (before taking into account, where applicable, any "Community Energy Rebate" as described further on in this clause 3) will be the price set out in the Acceptance Form as applying for this initial period.

Fair Market Price

- 3.3 Except for the first pricing period, each pricing period for which we calculate the Fair Market Price will be a 12 month long period which starts on 1st April and ends on 31st March. The first pricing period will be the period which lasts from the date the PPA starts (see clauses 1.6 and 1.7 above) until the next following 31st March – meaning that (as set out in the Acceptance Form) the first pricing period will be less than 12 months long where the PPA starts on any date other than 1st April.
- 3.4 The Fair Market Price for any pricing period will not exceed (but may be lower than) what we estimate, acting reasonably, will be the average unit price (the price per kWh) charged for a supply of grid electricity to domestic customers in your region by the six largest electricity suppliers at the time. For these purposes, for as long as the energy regulator, Ofgem, continues to publish a "price cap" (or "Default Tariff Cap" using Ofgem's official wording) for the supply of grid electricity to domestic customers in your region (the "Ofgem Price Cap"), we will base our estimate of relevant average prices on what we estimate the relevant Ofgem Price Cap will be. This means that the Fair Market Price for a particular pricing period will never be higher than (but may be lower than) what we estimate, acting reasonably, the relevant Ofgem Price Cap will be during that period.
- 3.5 We will contact you prior to the start of each pricing period to tell you what the Fair Market Price during that pricing period will be.
- 3.6 During each pricing period, and for as long as there continues to be an Ofgem Price Cap, we will monitor the actual Ofgem Price Cap and make sure that the Fair Market Price we charge you for the PV Supply each month is no higher than the applicable Ofgem Price Cap for that month.
- 3.7 We will let you know both the Fair Market Price and the applicable Ofgem Price Cap so that you can see how our pricing compares.

Community Energy Rebate

- 3.8 Subject to the conditions set out in clause 3.12, you will be entitled to a "Community Energy Rebate" on the amount you paid to us for the electricity we supplied to you under the PPA in a particular "Rebate Period" – meaning a 12 month period ending on 31st August each year.
- 3.9 Unless we have installed a battery storage system at your Property as well as the solar PV system, the Community Energy Rebate will be a sum equal to 25% of the amount you paid to us for the electricity we supplied to you under the PPA during the relevant Rebate Period.
- 3.10 If we have installed a battery storage system at your Property as well as the solar PV system, the Community Energy Rebate will be a sum equal to 18% of the amount you paid to us for the electricity we supplied to you under the PPA in the relevant Rebate Period.
- 3.11 Subject to the conditions set out in clause 3.12, the Community Energy Rebate for any particular Rebate Period will be paid to you by way of a credit to the monthly bill we send you in the December that follows the end of that Rebate Period. To illustrate how this works (but just using made-up example numbers for these purposes):
 - 3.11.1 you pay us a total of £500 for electricity we supplied to you during a 12 month "Rebate Period" that runs from 1st September 2023 until 31st August 2024
 - 3.11.2 your Community Energy Rebate (assuming you only have a solar PV system installed by us, not a battery storage system as well) will be 25% of £500 = £125
 - 3.11.3 subject to the conditions set out in clause 3.12, your Community Energy Rebate of £125 will be paid to you as a credit on the bill we send you for December 2024

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3.12 You will lose your entitlement to receive a Community Energy Rebate for a particular Rebate Period if, as at the end of that Rebate Period (meaning the 31st August which is the last day of the relevant Rebate Period), you are in arrears with any payment owing to us under the PPA at the time (see clause 4.3 below) or have yet to do any other thing which we have, acting reasonably, asked you to do to rectify a previous failure by you to comply with any of the terms of the PPA.

Price Match Promise

3.13 Subject to certain conditions, as set out in clause 3.14 below, if for a particular pricing period the price you will be charged for your Grid Electricity Supply during that same period will be lower than the Fair Market Price, as adjusted to reflect the discount provided by the Community Energy Rebate, we will reduce the price that we charge you for the PV Supply so that it matches the lower price you will be charged for your Grid Electricity Supply. This price matching arrangement is our "Price Match Promise".

3.14 The conditions which apply to our Price Match Promise are as follows:

- 3.14.1 the relevant electricity supplier who is providing you with your Grid Electricity Supply must be a licenced electricity supplier and must have accepted you as its customer;
- 3.14.2 the relevant price for your Grid Electricity Supply must be a fixed price which applies for a period of at least 12 months;
- 3.14.3 you must provide us with a copy of the contract you have entered into with the relevant electricity supplier so that we can verify the terms of its pricing offer to you;
- 3.14.4 when calculating the price of the PV Supply for comparison purposes, we will assume that you are entitled to the Community Energy Rebate (although your actual entitlement will depend on the conditions set out clause 3.12) and so apply a corresponding discount to the Fair Market Price;
- 3.14.5 when calculating the price of your Grid Electricity Supply for comparison purposes, we will take into account discounts or cashback offers on the price of electricity, but not any discounts or cashback offers on other products or services.
- 3.14.6 when calculating the price of your Grid Electricity Supply for comparison purposes, we will exclude prices which apply to any of the following amounts of electricity: (i) electricity used to charge electric/hybrid vehicles; (ii) electricity supplied under the night-time rate of an economy seven tariff or differential tariff (or other similar night time consumption based discounted rate); and (iii) electricity used otherwise than in the normal and reasonable operation of your Property for residential use.

Calculation of our charges

3.15 Our charges for the PV Supply will be based on: (a) the number of units (kWhs) of electricity, as generated by our solar PV system, which are consumed at the Property in any relevant billing period, (this may be estimated by us if an actual read cannot be obtained), multiplied by the basic price (per kWh unit) for the PV Supply, plus (b) all taxes or levies associated or imposed on the PV Supply at the prevailing rates. These taxes and levies include VAT which will be added to the basic price for the PV Supply, so any increase (or decrease) in the rate of VAT will also change the amount you pay to us.

4. Payment

- 4.1 You must pay us the charges for the PV Supply which are described in clause 3 of this PPA, together with any other reasonable charges which you may separately agree to pay us in relation to arrangements connected with this PPA.
- 4.2 We will send you regular bills or statements. You must pay us the charges referred to in clause 4.1 above in accordance with our agreed payment method. Your bill or statement will show your energy use, the relevant price per unit of electricity, your estimated annual consumption and your estimated annual total bill.
- 4.3 You must pay us via direct debit unless you have agreed in writing an alternative method of payment and/or a payment plan. Where you pay by direct debit, you must pay the agreed direct debit amount monthly. Payments are due 17 days after we have sent you your bill and if payment remains outstanding after this 17 day period or you have not paid your monthly direct debit your account will be in arrears.
- 4.4 If for any reason we are unable to collect your direct debit or you fail to pay us by your chosen payment arrangement, we will try to contact you by email and/or by phone and then by letter.

4.5 Should any amounts remain unpaid after the date of the first reminder to you, we shall be entitled to charge interest on any unpaid amounts at the rate of three per cent (3%) per annum above Barclays Bank plc base rate. Such interest will be calculated on a daily basis from the date of the first reminder we have sent to you until the date of actual payment of the overdue amount.

4.6 If you consistently fail to pay we will refer your account to a debt collection agency to work on our behalf. Should it become necessary to instruct any external agent in recovery of arrears, or, any proceedings are instigated resulting in costs incurred with relation to your account, then any such costs may be applied as your liability. Please note that we do reserve the right to review the level of this charge from time to time, and shall notify you of any changes to it.

5. Meters, inspection, testing and operation

5.1 The PV Supply will be measured using one or more meters which we reserve the right to have installed and will be owned by us or our agent. The meter(s) will be installed at appropriate locations at your property in order to measure and record the net electrical energy generated by the solar PV system and the electricity units forming the PV Supply.

5.2 We reserve the right to test the relevant meter(s) periodically at our expense.

6. Ownership & Operation of the Solar PV System

Please note: this clause will continue to apply in certain circumstances even if the PV Supply comes to an end – see clause 12.7 for more detail

6.1 We will not charge you for any costs relating to the installation and on-going operation and maintenance of the solar PV system (including, but not limited to, the cost of any internal/external wiring and/or any electrical equipment that we install at the Property). You will not have any right, ownership or claim upon the solar PV system which will belong always to us or our successors.

6.2 Subject always to clauses 6.3 to 6.6 below and clause 9, responsibility and risk of loss for any property damage or injury to persons caused by the PV Supply will be our responsibility up to and including any meter installed in accordance with clause 5 above.

6.3 You must inform us, as soon as possible after becoming aware of the situation, in the event of any malfunction or emergency of or related to the solar PV system or electrical systems at the Property that creates an imminent risk of damage or injury to person or property. In these circumstances, you may (but will not be obligated to) take such action as you deem appropriate in order to prevent such damage or injury, at your own cost.

6.4 You must tell us as soon possible after becoming aware of any damage to or related to the solar PV system or the electrical systems at the Property (however the damage is caused). If you are unsure whether there is any damage, please call our customer service department on 01782 980 040 or by email to stoke@communityenergyscheme.com, [quoting your account number](#).

6.5 You must not interfere or tamper with or alter the solar PV system (in whole or in part, whether by causing it to be switched-off, obstructing the flow of light to it or doing something else which amounts to interference or tampering) as this could decrease the output or efficiency and / or performance of the solar PV system. You will be responsible for any damage or injury caused as a result of your interference with the solar PV system.

6.6 You agree that:

- 6.6.1 we are entitled to receive all the renewable electricity benefits associated with the generation of electricity from the solar PV system installed at the Property and the exporting to the grid of any electricity not supplied to you, including benefits associated with any relevant government subsidy schemes and benefits arising by way of receiving money from someone else for electricity that we export to the grid;
- 6.6.2 we may transfer these benefits to any third party without your consent; and
- 6.6.3 you must not do anything or, for something which is within your reasonable control and we reasonably ask you to do, fail to do something which may affect our ability to receive these benefits – this could include (as just one example) something which if done or (as applicable) not done reduces the amount of electricity which the solar PV system is capable of generating.

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- 7. Access to the Property**
- Please note: this clause will continue to apply in certain circumstances even if the PV Supply comes to an end – see clause 12.7 for more detail*
- 7.1 You must allow us, our agents or contractors safe access to your Property at all times (in the case of an emergency) and at all reasonable times (when it is not an emergency) for installation, maintenance, replacement, inspection and operation of the PV system and, in the circumstances described in clause 12.6, to do any necessary reconfiguration of the solar PV system. We will always endeavour to contact you in advance (where possible) to let you know if we require access to your Property and seek to agree a mutually convenient time to visit the Property, but please note that this may not be possible in the event of an emergency.
- 7.2 You agree that physical access to the solar PV system in your Property will not be obstructed.
- 7.3 Our rights of access will override and take precedence over any agreed rights of access under the terms of any tenancy agreement which you have signed. If there is any inconsistency between these Terms and Conditions and any tenancy agreement, these Terms and Conditions will prevail.
- 7.4 In all cases, other than an emergency and our requirement to inspect and take meter readings, our rights to gain access to the Property will be subject to any applicable statutory and/or regulatory restrictions.
- 7.5 Any person visiting or seeking access to the Property on our behalf will comply with all relevant health and safety standards and will carry appropriate identification.
- 8. Changes to the PPA**
- Please note: this clause will continue to apply in certain circumstances even if the PV Supply comes to an end – see clause 12.7 for more detail*
- 8.1 If changes in law or regulation occur which adversely affect the UK electricity market, the solar PV market and/or electricity suppliers in the UK and which have a significant impact on how we operate the solar PV system and/or provide the PV Supply, we may make what we consider, acting reasonably, to be appropriate changes to the PPA, including to the Fair Market Price and its calculation. If we do so, we will inform you of any changes at least 45 days prior to the relevant change taking effect or (if this is not possible) as soon as it is reasonably practicable to do so. If the changes have a significant adverse effect on your rights or obligations in relation to the PV Supply, you may bring the PV Supply to an end, as long as you tell us in writing of your decision within 30 days of receipt of the letter from us notifying you of the changes – see clause 12.7 for more detail on which parts of this PPA will then continue to apply.
- 8.2 Except in the circumstances described in clause 8.1 above, no changes can be made to the PPA unless agreed in writing by both you and us.
- 8.3 Your rights and obligations under the PPA are personal to you and you may not transfer any of them to any third party without our permission in writing. We may transfer our rights and obligations under the PPA to a company who is legally entitled to take on the relevant rights and obligations and we may also transfer some or all of our rights under the PPA by way of security to any third party providing funding to us.
- 9. Liability**
- 9.1 We are responsible for loss or damage you suffer that is a foreseeable result of our breaking the terms of the PPA or our failing to use reasonable care and skill when carrying out activities relating to this PPA, other than business losses of the kind described in clause 9.6 below.
- 9.2 We will not be responsible in any circumstances for any loss or damage that is not foreseeable, even if we, or anyone acting on our behalf, did break the terms of the PPA or fail to use reasonable care and skill when carrying out activities relating to this PPA. Any loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the PPA was made, both we and you knew it might happen, for example, if you discussed it with us during the sign-up process.
- 9.3 We will not be treated as having broken the terms of this PPA where we are hindered, delayed or prevented from carrying out any of our obligations under the PPA by circumstances which are beyond our reasonable control.
- 9.4 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 or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products and for defective products under the Consumer Protection Act 1987
- 9.5 If we are carrying out activities in the Property, we will make good any damage to the Property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to the Property that we discover while installing the solar PV system or carrying out maintenance activities.
- 9.6 The PV Supply is for domestic and private use only. If you use the PV Supply for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity, even if we, or anyone acting on our behalf, did break the terms of the PPA or fail to use reasonable care and skill when carrying out activities relating to this PPA.
- 9.7 Nothing in these terms and conditions will alter your liability which you may have under any tenancy with your landlord.
- 10. Data Protection**
- 10.1 For the purposes of this clause 10, the following words will have the following meaning:
- "Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK, including the Data Protection Act 2018, "UK GDPR", the Privacy and Electronic Communications Regulations 2003 and the guidance and codes of practice issued by the Information Commissioner or any other relevant regulatory authority
- 10.2 We, our agents and relevant industry bodies may use and share your information (and any information your previous supplier has about you) in accordance with our Privacy Policy and obligations under the Data Protection Legislation in order to fulfil our contractual obligations and provide you with services that you have asked for. This includes using your information in order to:
- 10.2.1 record and monitor any communications we have with you, including phone conversations and emails, in order to ensure we are providing a good service, and that we are meeting our regulatory and legal responsibilities;
- 10.2.2 verify your identity when you make enquires by phone, email or letter; and
- 10.2.3 demonstrate and test computer systems.
- 10.3 We may use your information for our own legitimate interests in order to carry out our own market and statistical analysis. To the extent possible we will anonymise your information where we intend to use it in this way.
- 10.4 We may use your information in order to comply with our legal obligations. This includes using your information in order to:
- 10.4.1 detect debt, fraud, or loss or make credit or similar enquires into your financial standing (for example by giving this information to a credit-reference agency); and
- 10.4.2 provide information for legal or regulatory purposes (for example when we have been asked to by Ofgem, a relevant government department or a lawyer); as well as part of government data-sharing initiatives (for example, those designed to help stop fuel poverty, where people cannot afford to pay for heating and electricity).
- 10.5 We may share information in accordance with our Privacy Policy about your energy usage with your landlord/housing association including but not limited to energy consumption and where we suspect fraud, stolen energy by tampering with any meter(s) or diverting the energy supply.
- 10.6 We may from time to time contact you with details of up to date products and/or special offers to the extent they relate to the same or similar products or services supplied under these terms, including by letter, email, phone, SMS or other forms of electronic communication. You can ask us not to send you any information on our offers at any time by contacting us by telephone on 01782 980 040 or by email to stoke@communityenergyscheme.com and giving us your account details.
- 10.7 If we suspect someone has committed fraud or stolen energy by tampering with the meter or diverting the PV Supply, we will record these details on your account and may share this information with Ofgem, other energy suppliers, landlords and housing associations. We may use this information to make decisions about you, your character, how likely we think you are able to pay for the PV Supply and other relevant services. This may include recording sensitive personal information such as criminal offences you have been accused of. Also, if the electricity supply to the Property has previously been tampered with, or if electricity has been stolen, or we suspect it has been stolen, we may take this into account when we decide what products or services we can offer you and the terms and conditions we give you.

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10.8 You may be able to opt out of your information being used in some circumstances and have the rights of objection, erasure, rectification, access and data portability as set out in our Privacy Policy. Please contact us by telephone on 01782 980 040 or by email to stoke@communityenergyscheme.com to exercise such rights or if you have any questions on how we use your personal information.

10.9 We will always handle your personal data in accordance with our Privacy Policy and our responsibilities and obligations under the Data Protection Legislation.

11. Complaints

11.1 If you are dissatisfied with the level of service that you receive or you disagree with your bill or our measurement of the PV Supply to the Property, you can lodge a complaint by contacting our customer service department on 01782 980 040 or by email to stoke@communityenergyscheme.com, quoting your account number.

11.2 If you are still dissatisfied, or 8 weeks have passed since you first registered your complaint with us, you can contact the Ombudsman Services: Energy, who can investigate your complaint on a free and independent basis.

12. Ending the PV Supply

12.1 The PV Supply will end either on the "Expiry Date" set out in the Acceptance Form or any earlier date on which the PV Supply is brought to an end in one of the following ways:

12.1.1 you end the PV Supply under clause 8.1 (because you do not want certain proposed changes to the PPA to apply to you);

12.1.2 we end the PV Supply under clause 12.2 (which allows us to end the PV Supply without needing to give you any particular reason for this) or clause 12.3 (because you have not complied with the PPA in some way); or

12.1.3 you leave the Property (see clauses 12.4 and 12.5 below)

12.2 We will have the right to end the PV Supply early at any time, without needing to give you any reason for this, as long as we give you at least three months' written notice.

12.3 We will also have right to end the PV Supply immediately, on telling you that this will be happening, for the following reasons:

12.3.1 you fail to pay us any charges which you are required to pay us under the PPA and you have still not paid the full amount owing to us 14 days after we have given you given you a written reminder about the need to pay us the overdue amount; or

12.3.2 you fail to comply with any other terms of this PPA in a serious way and do not then take, within a reasonable period of time specified by us, any steps which, acting reasonably, we ask you to take to rectify that failure.

Leaving the Property

12.4 If you intend to leave the Property at any time prior to the Expiry Date, you must give us a minimum of 30 days written notice and provide us with your new address.

12.5 Where you have given us the required 30 days of notice in advance of the date that you actually leave the Property, then you will stop being responsible for paying for the PV Supply (and this PPA as a whole will come to an end) on the date that you leave the Property. Alternatively, if you have not given us the required 30 days of advance notice, you will remain responsible for paying us for any electricity generated by the PV system which is used in the Property after the date you leave the Property up to the earlier of: (a) the date that is 30 days after the date on which we received notice of you leaving; or (b) the date when a new occupier of the Property agrees with us to start paying for the PV Supply. In any case, you will remain responsible for paying us, even after you have left the Property, for any electricity generated by our PV system which was used at the Property before you left it.

Not leaving the Property – but PV Supply still ending

12.6 If the PV Supply comes to end in circumstances where you are not leaving the Property on the relevant end date, we will do what we reasonably can to reconfigure the solar PV system so that, from this end date or otherwise (if not possible from the end date itself) as soon as possible after this end date, all electricity generated by the solar PV system is exported to the grid. Until this happens, you will remain responsible for paying us, on the terms set out in clauses 3 and 4 above, for any electricity generated by the PV System which continues to be used at the Property, rather than exported to the grid

12.7 In circumstances where you are not leaving the Property, but the PV Supply has come to end due to you ending it under clause 8.1 (because you do not want certain proposed changes to the PPA to apply to you) or due to us ending it under clause 12.3 (because you have not complied with the PPA in some way), then certain parts of this PPA will continue to apply until you actually leave the Property. Specifically, clause 6 (Ownership and Operation of the Solar PV System) clause 7 (Access to the Property) and clause 8 (Changes to the PPA) will continue to apply until you actually leave the Property.

12.8 In circumstances where you are not leaving the Property, but you have chosen to cancel the PPA under clause 2 within 14 days of signing the Acceptance Form, then the whole of the PPA will end on the relevant cancellation date or PV Supply end date. The whole of the PPA, apart from clause 1.9 (provision of free LED light bulbs), will also end if we choose to end the PV Supply under clause 12.2 (which allows us to end the PV Supply without needing to give you any particular reason for this),

Continuation of certain PPA terms

12.9 Certain clauses in this PPA are, by their nature, intended to continue applying even after the PPA has come to and as a whole. These clauses, which include clause 9 (Liability), will not require you to take any particular actions but would apply if (for example) any claims were to be made by you or us after the relevant end date.

13. General

13.1 Our notices to you will be sent to your billing address. You must send notices to us at Unit 8 Peerglow Centre, Marsh Lane, Ware, Hertfordshire, SG12 9QL or such other address as we notify to you in writing from time to time. Please remember to quote your customer reference number on all correspondence.

13.2 The laws of England and Wales (and the exclusive jurisdiction of the courts of England and Wales) will apply to the PPA.

13.3 No third party will be entitled to enforce the PPA under the Contracts (Rights of Third Parties) Act 1999.