

ELECTRICITY SUPPLY CONTRACT FOR DOMESTIC ROOF TOP SUPPLY AND COMMUNITY ENERGY SCHEME

Any capitalised terms in this Acceptance Form have the meaning given to them in the Terms and Conditions.

The documents forming the supply contract are: (a) this Acceptance Form; (b) the Supply Contract Terms and Conditions; and (c) our Privacy Policy ("**PV Supply Contract**").

If you opt to participate in the community energy scheme, the documents forming the community energy scheme arrangements are: (a) this Acceptance Form; and (b) the Community Energy Scheme Terms and Conditions ("**Community Energy Scheme Agreement**").

Customer Full Name	"You" (or where applicable "Your")
Customer Reference Number	
Customer Contact Details	
Existing Energy Supplier details and Customer Reference Number	
Property Address	
Confirmation of Landlord consent obtained	[Yes/No]
Key Facts	<p>You rent the Property where We will install the solar PV system.</p> <p>You understand that the amount of electricity produced by the solar PV system varies depending on the lighting conditions and so You must maintain another energy supply to the Property with an alternative supplier which can provide you with backup electricity.</p> <p>You understand that you will pay for the electricity generated from the solar PV system and used at the Property until this PV Supply Contract expires or is terminated.</p> <p>You have the right to cancel this PV Supply Contract in writing within 14 days of the date of signing it.</p> <p>We reserve the right to undertake any credit referencing before commencing supply.</p> <p>You understand that in signing this Acceptance Form 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 6 of Part 3 of the Supply Contract Terms and Conditions and the Privacy Policy.</p> <p>By ticking the boxes below you understand and explicitly agree: <input type="checkbox"/> that Community Energy Scheme Stoke Limited may provide me with information about promotional offers and marketing material; and <input type="checkbox"/> that other members of the Solarplicity Group may provide me 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>
Intended Installation Date	The Intended Installation Date will be within 14 days of you signing the Acceptance Form. We will contact you to arrange a mutually convenient time for installation to take place and the date of the installation will be the date referred to as the Installation Date in the PV Supply Terms and Conditions.
Supply Start Date	[] 2021
Scheme Start Date	[] 2021
Expiry Date	Earlier of the date You end your tenancy of the Property and 25 years from (and including) the Supply Start Date

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Price of electricity generated in pence per kilowatt hour under the PV Supply Contract	[0.1952+Vat] p/kWh until 31 st March 2022 The Fair Market Price (as confirmed to You annually in accordance with Condition 2 of the Terms and Conditions)
Payment terms	Monthly bills to be paid within 14 days

By signing this Acceptance Form You agree to the terms of this PV Supply Contract and have read the PV Supply Contract Terms and Conditions and Privacy Policy attached to this Acceptance Form.

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

By signing this Acceptance Form You agree to the terms of this Community Energy Scheme Agreement and have read the Community Energy Scheme Terms and Conditions attached to this Acceptance Form.

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

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TERMS AND CONDITIONS

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

Part 1 – Supply Contract Terms and Conditions

1. Supply Contract

1.1 The terms and conditions set out in this Part 1 – Supply Contract and Part 3 – General Terms and Conditions (together the “**Supply Contract Terms and Conditions**”) are only for the supply of electricity from a roof top solar PV system located at the Property address detailed on your Acceptance Form (“**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.

1.2 This PV Supply Contract includes: (a) the Acceptance Form; and (b) these Supply Contract Terms and Conditions (which We may vary from time to time). 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 PV Supply.

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 an electricity supply arrangement (“**General Supply**”) with a third party retail energy supplier (“**General Supply Contract**”) in addition to the PV Supply. You will use PV Supply in priority to Your General Supply and/or other supply of electricity to Your property, and the PV system will be configured to do this automatically.

1.4 We have no obligation to agree 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 General Supply of electricity in addition to the PV Supply at all times.

1.5 We have the right to export and sell any electricity generated by the solar PV system which is not used by You.

1.6 This contract is conditional upon satisfactory results of any appropriate credit or reference checks and this contract 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 these Supply Contract Terms and Conditions. In entering into this PV Supply Contract, You confirm that You accept these Supply Contract Terms and Conditions.

1.7 After this contract has started (as set out in clause 1.7 above), we will write to you to confirm the start date for your PV Supply, which will be the same as your Installation Date and your PV Supply will start from that date. In making the PV Supply, we are not acting as a utility or an electrical service provider and do not assume any obligations of a utility or an electrical service provider, including any obligation to provide electrical energy or other service or to be subject to rate review by the electricity regulator, Ofgem.

2. Charges

2.1 The Price for the PV Supply from today's date to 31st March this year is stated in the Acceptance Form which You have signed and is fixed for that period. We will contact you prior to 31st March each year to notify you of the Price for the next 12 months (starting on 1st April). This Price will be the “**Fair Market Price**” as defined in clause 2.2 below

2.2 The Fair Market Price is a fixed price for the 12 months from 1 April each year (a “**Pricing Year**”) and is specific to Your region.

2.3 The Fair Market Price will be no greater than the prevailing level of the standard level of the Ofgem Default Tariff Cap in the applicable region for the period 1 October 2020 – 31 March 2021.

2.4 We are keen to ensure the process of setting your Price is a fair and transparent one. For this reason, we have benchmarked our pricing against the Ofgem Default Tariff Cap. The Ofgem Default Tariff Cap price is a single price per kilowatt hour (kWh) (“**Electricity Unit**”). The level of the Ofgem Default Tariff Cap is updated from time to time, and we will monitor that and reflect the price changes in our calculation of the Fair Market Price.

2.5 We will let you know both the Fair Market Price and the applicable Ofgem Default Tariff Cap price so that you can see how our pricing compares.

2.6 The charges will be calculated based on (a) the number of Electricity Units consumed by You in any relevant billing period, (this may be estimated if an actual read cannot be obtained), multiplied by the Price, plus (b) all taxes or levies associated or imposed on the PV Supply at the prevailing rates. VAT is added to Our charges, any increase (or decrease) in the rate of VAT will also change the amount You pay to Us.

2.7 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 any internal/external wiring and/or any electrical equipment located at Your property). You will not have any right, ownership or claim upon the solar PV system which will belong always to Us or Our successors.

2.8 You agree that: (a) We are entitled to receive all the renewable electricity benefits associated with the generation and export of electricity from the solar PV system installed at Your property; (b) We may transfer the same to any third party without Your consent; and (c) You will not do anything which may affect Our ability to receive the same.

3. Payment

3.1 We will send you regular bills or statements. You will pay Us the charges calculated in clause 2.1 above in accordance with our agreed payment method. Your bill or statement will show your energy use, the Price, your estimated annual consumption and your estimated annual total bill.

3.2 You will 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 will pay the agreed direct debit amount monthly. Payments are due 14 days after receipt of your bill and if payment remains outstanding after 14 days or you have not paid your monthly direct debit your account will be in arrears.

3.3 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.

3.4 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.

3.5 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.

4. Risk or Injury

4.1 Subject always to clause 4.2 below, responsibility and risk of loss for any property damage or injury to persons caused by the PV Supply will be our responsibility up and including any meter installed in accordance with clause 5 below.

4.2 We will not be responsible to You for any loss howsoever caused as a result of any action, failure to act or interference by You which results in property damage or injury to You or to another third party's person caused by the PV Supply and/or the solar PV system.

4.3 You agree that it is Your obligation to inform Us in the event of any malfunction or emergency of or related to the solar PV system or electrical systems at your property that creates an imminent risk of damage or injury to person or property, You will immediately contact us and 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.

4.4 You will tell us as soon as you are 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.

4.5 You will not interfere or tamper with or alter the solar PV system (in whole or in part, whether physically or by obstructing the solar PV system) at Your property as this could decrease the output or efficiency and / or performance of the solar PV system. You will be liable for all damage caused as a result of Your interference with the solar PV system.

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. Termination of Supply Contract

6.1 You must continue to pay Us for all electricity provided by us under the PV Supply until the expiry of this PV Supply Contract (“**Expiry Date**”) (or such earlier date as agreed between you and us).

6.2 We reserve the right to terminate this PV Supply Contract with you at any time upon 14 days written notice.

6.3 Should You: (a) fail to pay Us for the PV Supply; or (b) have committed a breach of this PV Supply Contract or the law generally, We may end this Supply Contract with You without further notice. You shall remain responsible and liable for payment of all the electricity supplied under the PV Supply up to and including the date of termination. Such sums will become immediately due and payable by You to Us.

6.4 Should You intend to leave the property at any time prior to the Expiry Date, You should give Us a minimum of [30] days written notice (and provide Us with Your new address). Failure to give Us this notice may result in You having to continue to pay Us for the PV Supply. You will not be responsible for paying for the PV Supply from the earlier of: (a) the date that you leave the property; or (b) the day which the new occupier signs a PV Supply

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arrangement with Us. However, you will remain liable for any electricity you used whilst you were in the property which remains unpaid after the date on which you left the property

6.5 Save for clause 8 below, You may only terminate this Supply Contract if You decide to leave Your property.

7. Customer's right of cancellation

7.1 You may cancel this Supply Contract by giving Us written notice within 14 days of its commencement.

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Part 2 – Community Energy Scheme Terms and Conditions

This community energy scheme is designed to provide You with a long term discount on Your electricity bills. Your electricity is supplied under two different contracts – the PV Supply with us and the additional supply with your chosen supplier. The terms and conditions contained in this document should be read in conjunction with Your PV Supply Contract and Your General Supply Contract with your other chosen electricity supplier.

1. Participation in the Scheme

- 1.1 Terms defined in the Supply Contract Terms and Conditions have the same meaning in these terms and conditions.
- 1.2 If you have opted to participate in the community energy scheme (the "Scheme"), the terms and conditions relating to this arrangement are set out in this Part 2 – Community Energy Scheme and Part 3 - General Terms and Conditions below (together the "CES Terms and Conditions").
- 1.3 The Scheme is run by, or on behalf of, COMMUNITY ENERGY SCHEME STOKE Limited.
- 1.4 Subject to clause 2 below, You will be eligible to participate in the Scheme either (1) where You have entered into a PV Supply Contract with Us and You have entered into General Supply Contract with Our energy partner (the "Energy Partner"); or (2) if we otherwise agree that you may participate in the Scheme.

2. How does the Scheme work?

- 2.1 Subject to this clauses 2 and clause 5 below, membership of the Scheme entitles You to the Green Energy Rebate.
- 2.2 (a) The Green Energy Rebate is a sum equal to 25% of the monies paid by Us to You for the electricity generated by the PV panels which is supplied to You by Us in each Pricing Year (or if you have been a Member of the Scheme for less than a Pricing Year, the period of your participation in the Scheme). Or 2.2(b) The Green Energy Rebate is a sum equal to 18% of the monies paid by Us to You for the electricity generated by the PV panels and Storage system which is supplied to You by Us in each Pricing Year (or if you have been a Member of the Scheme for less than a Pricing Year, the period of your participation in the Scheme).
- 2.3 The Green Energy Rebate will be paid to you by way of a credit to Your December bill in each year. You will lose Your entitlement to receive Your Green Energy Rebate if You are in breach of Your PV Supply Contract, or If You are in arrears under Your PV Supply Contract as at 31 August in any year.

3. Who supplies the energy?

- 3.1 We supply You with the electricity generated by solar PV under the PV Supply Contract.
- 3.2 In addition to the supply you receive from the solar PV, you will need to appoint a third party electricity supplier to also provide you with electricity. It is your responsibility to do this.

4. Can I leave the Scheme?

- 4.1 You can withdraw from the Scheme at any time by giving Us 2 weeks' notice in writing. If You are not a participant of the Scheme on 31 August, You will not receive a Green Energy Rebate for that Pricing Year ending 31 August.
- 4.2 If You do leave the Scheme at any point, you are free to re-join by applying to Us in writing to do so and you will be eligible for the Green Energy Rebate for rest of that Pricing Year. Leaving or re-joining the Scheme will not affect Your rights or obligations under the PV Supply Contract, which shall remain in place and you shall remain responsible for the cost of the solar PV under that PV Supply Contract.

5. Price Match Promise

- 5.1 Where you have found a fixed rate contract for 1 year or longer for the "top-up" electricity supply from a supplier which starts on or around the date of the renewal of your General Supply Contract that is generally available to all customers in your region and is cheaper (on a price per Electricity Unit basis) than that offered for participants in the Scheme for the relevant period (a "Better Offer") we will change the Green Energy Rebate to match this price for electricity generated by the PV panels which is supplied under your PV Supply Contract (the "Price Match Promise") on the terms set out below:
 - 5.1.1 the relevant electricity supplier is a licenced retail energy supplier and has accepted You as a customer;
 - 5.1.2 You 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 the offer;

5.1.3 the Price Match Promise will only apply for the same period as Your Better Offer and after that the Green Energy Rebate will revert to the discount set out in clause 2.2 above;

5.1.4 when calculating the price of electricity for participants in the Scheme We include the projected Green Energy Rebate and take into account the General Supply at the Fair Market Price;

5.1.5 when calculating the price of electricity of a third party, We take into account discounts or cashback offers on the price of electricity, but not any discounts or cashback offers on other products or services.

5.2 The following will be excluded from the calculation of the units of electricity supplied to You by Us for the purposes of determining the price per Electricity Unit for the Price Match Promise:

5.2.1 electricity used to charge electric/hybrid vehicles;

5.2.2 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

5.2.3 electricity used otherwise than in the normal and reasonable operation of your property for residential use.

6. Other Important Information

6.1 The Scheme is a stand-alone scheme. Where We run other schemes for other housing associations and their tenants, those schemes will not underwrite this Scheme and this Scheme will not underwrite them.

6.2 We may appoint another company to administer the Scheme on our behalf but will inform you if we do so.

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Part 3 – General Terms and Conditions

The terms and conditions contained in this Part 3 – General Terms and Conditions apply to both the PV Supply Contract and, where You have opted to participate, the Scheme.

1. Billing

- 1.1 Unless We notify You otherwise, You will receive one bill for the electricity we supply to you under the PV Supply Contract .
- 1.2 We will supply and fit an energy meter that enables Us to view and calculate Your energy usage without visiting Your property to read the meter (a "Smart Meter") as part of the installation of the PV system. By entering into this contract you consent to Us doing so and to Us recording the half hourly data from that meter in order to prepare Your bill.

2 Access and Connection

- 2.1 You permit 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. We also have the right to gain entry and cut off Your PV Supply should You fail to maintain Your payments due under this PV Supply Contract.
- 2.2 You acknowledge that Our rights of access shall 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.
- 2.3 In all cases, other than an emergency and Our requirement to inspect and take meter readings, such powers of entry will be subject to any applicable statutory and/or regulatory restriction.
- 2.4 Any person visiting or seeking access to Your property on Our behalf will comply with all relevant health and safety standards and will carry appropriate identification.

3 Changes to Your PV Supply

- 3.1 If changes in law or regulation occur which adversely affect the UK electricity market, the solar PV market or electricity suppliers in the UK and which have a significant impact on how We charge or provide the PV Supply, We may make changes to these terms and conditions including to the Fair Market Price and its calculation. If we do, We will inform You of any changes at least six weeks prior to the relevant change taking effect or (if this is not possible) as soon as it is reasonably practicable to do so.
- 3.2 Both the PV Supply Contract and participation in the Scheme are personal to You and You may not transfer either of them to any third party without Our permission in writing. We may transfer the Supply Contract or your participation in the Scheme to a company who is legally entitled to supply You and we may transfer Our rights under the PV Supply Contract and/or the Community Energy Scheme Agreement by way of security to any third party providing funding to Us.

4 Liability

- 4.1 No party will be liable for any breach of these terms and conditions which is beyond their reasonable control and We will have no liability to You for any failure to supply You with PV Supply.
- 4.2 Neither You nor We will be liable to the other for any loss of use, profit or revenue, indirect or consequential loss, damage, cost or expense for any breach arising under these terms and conditions.
- 4.3 Save for personal injury or death (where liability is never limited), Our liability to You for tort or negligence shall not exceed **£250,000**.
- 4.4 Nothing in these terms and conditions will alter Your liability which You may have under any tenancy with your landlord.

5 General

- 5.1 Our notices to You will be sent to Your billing address. You will 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.
- 5.2 The laws of England and Wales (and the exclusive jurisdiction of the courts of England and Wales) shall apply to these terms and conditions.
- 5.3 No third party shall be entitled to enforce these terms and conditions under the Contracts (Rights of Third Parties) Act 1999.

- 5.4 Subject to clause 3 above, no changes can be agreed to these terms and conditions unless agreed in writing by both You and Us.

6 Data Protection

- 6.1 For the purposes of this clause 6, the following words shall have the following meaning:

"Data Protection Legislation" means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which a party is subject, including the Data Protection Act 1998 (up to and including 24 May 2018) and the GDPR (on and from 25 May 2018); and (b) any code of practice or guidance published by the UK Information Commissioner's Office or other applicable Regulator (or any successor or replacement body from time to time) or the European Data Protection Board from time to time;

"GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016; and

"Regulator" means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering the Data Protection Legislation

- 6.2 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:

6.2.1 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;

6.2.2 verify Your identity when You make enquires by phone, email or letter; and

6.2.3 demonstrate and test computer systems.

- 6.3 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.

- 6.4 We may use Your information in order to comply with Our legal obligations. This includes using Your information in order to:

6.4.1 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

6.4.2 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).

- 6.5 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.

- 6.6 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.

- 6.7 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 Your 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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6.8 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.

6.9 We will always handle Your personal data in accordance with Our Privacy Policy and Our responsibilities and obligations under the Data Protection Legislation.

7 Complaints

7.2 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 Your 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.

7.3 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.