

Bord Gáis Energy Microgen Export Plan

Terms and Conditions for SME Customers

These are our terms and conditions for SME customers signing up to Bord Gáis Energy's Microgen Export Plan. These terms and conditions are for both Metered Export and Deemed Export.

Bord Gáis Energy Limited is the Controller of your Personal Data. We now recommend that you read our Privacy Notice, to understand your data protection rights and how we collect and use your Personal Data. All of our Privacy Notices are located at www.bordgaisenergy.ie/dataprotection. The Privacy Notice which applies to our gas and electricity customers is located at www.bordgaisenergy.ie/docs/DataProtection/GasElecPrivacyNotice.pdf

The Privacy Notice does not form part of the contract between you and Bord Gáis Energy Limited.

1 Information about your eligibility for Microgen Export Plan payments

1.1 To receive Microgen Export Plan payments from us, you must meet the criteria set out under the Clean Export Guarantee (CEG). Your eligibility in this regard will be verified to us by ESB Networks. ESB Networks will provide us with your personal details. In order to receive your Microgen Export Plan payment from us you must confirm your personal details to us and any other information that we require in order to make payment to you. If ESB Networks tells us at any time that you are no longer eligible for the CEG then we will stop making payments to you.

1.2 You must be an electricity supply customer of Bord Gáis Energy in

order to receive Microgen Export Plan payments from us.

1.3 Eligibility criteria for metered export arrangements – you must be eligible for a smart meter installation as part of the ESB Networks' National Smart Meter Programme and you must meet the following criteria:-

- (i) you must meet the definition of a renewables self-consumer included in REDII;
- (ii) you must be exporting electricity to the network based on data transmitted to ESNB;
- (iii) you must have installed microgeneration and must have informed ESB Networks of your intention to install microgeneration via a declaration using the NC6 or equivalent form12; and
- (iv) you must have a smart meter installed to meter your exported electricity.

Under the export metered quantity arrangements, the exported quantity recorded and provisioned by ESB Networks is the final determination of the quantity of export for which customers are to be paid by suppliers.

1.4 Eligibility criteria for deemed export arrangements - to be eligible for remuneration based on deemed export quantities, you must meet the following criteria:

- (i) you must meet the definition of a renewables self-consumer included in REDII;
- (ii) you must have installed microgeneration and must have informed ESB Networks of your

intention to install microgeneration via a declaration using the NC6 or equivalent form16; and

- (iii) your meter type is not eligible for a smart meter installation as part of the ESBN led deployment approach under the NSMP at this time or they are eligible for a smart meter installation but unable to have a smart meter installed for other reasons outside of their control.

Under the deemed export quantity arrangements, the deemed quantity calculated and provisioned by ESB Networks is the final determination of the quantity of export for which customers are to be paid by suppliers.

If you have refused a smart meter installation as offered by ESB Networks then you will be ineligible for a Deemed Export Quantity arrangement from ESB Networks.

- 1.5** At the start of this contract for Microgen Export Plan payments, we will ask you to confirm and provide your personal details in order that payments can be made to you. Your personal data will be managed by us in accordance with our Privacy Notice. All of our Privacy Notices are located at www.bordgaisenergy.ie/dataprotection.

- 1.6** We will send you a letter which will confirm:-

- (a) the date from which you will receive Microgen Export Plan payments from us and how frequently (which may be a date before the start date of this contract);
- (b) the tariff which you will receive for your exports
- (c) the total period for which you can receive payments under the Microgen Export Plan; and
- (d) any other information that the Commission for Regulation of Utilities tell us we have to record for you in relation to microgeneration export payments.

- 1.7** You confirm that you qualify to receive Microgen Export Plan payments from us because:-

- (a) the information you have given ESB Networks about the generating equipment and the premises and your involvement in the CEG scheme is correct;
- (b) the generating equipment is accepted as eligible by ESB Networks via completion and acceptance of an NC6 Form (**micro-generation-notification-form-(nc6).pdf** (esbnetworks.ie)).
- (c) the generating equipment/ your electricity supply is not registered with any other electricity supplier for the purposes of receiving microgeneration export payments;

- 1.8** If you do not have the information you need to be able to keep to these terms and conditions, you must get it from the person who owns the generating equipment. If you do not own or use the premises, you must make arrangements with the owner or user to make sure that you can keep to these terms and conditions.

- 1.9** We will upload the information given to us by ESB Networks. You must make sure that this information is correct. If you believe that the information held by ESB Networks is or may not be correct, you must tell ESB Networks or us straight away.

2 Changes to your information and eligibility

- 2.1** If your circumstances or any of the information you have given us about yourself, the premises or the generating equipment change, this might affect whether you qualify for Microgen Export Plan payments. You must tell ESB Networks straight away if your information or circumstances change.

- 2.2** You will not receive Microgen Export Plan payments if:-

- (a) you do not meet the conditions in clause 1 at the start of this contract.
- (b) your situation changes and you no longer meet the conditions in clause 1;
- (c) you do not provide the confirmation we need under clause 1; or

- (d) the generating equipment has been suspended from the register held by ESB Networks.

3 Metered Export and Microgen Metered Export Tariff

- 3.1** Where you have a smart meter installed and are eligible for a microgeneration export payment (as notified to us by ESB Networks), the quantity you have exported onto the electricity network will be measured by your smart meter.
- 3.2** Our Microgen Metered Export tariff is a flat rate tariff where you will be paid the same rate over a 24 hour period. Please check our website at <https://www.bordgaisenergy.ie/home/microgeneration#pricing> for our current microgeneration tariffs. Our microgeneration tariff/s may change from time to time. If this happens, we will tell you about any changes in your next payment statement or you can check our website at www.bordgaisenergy.ie for any updates.
- 3.3** The current tariffs or charges for each time band can be viewed on our website at <https://www.bordgaisenergy.ie/home/microgeneration#pricing>.
- 3.4** For the Microgen Metered Export Tariff, your electricity export data will be collected daily in half hourly intervals (half hourly export data) and sent to us by ESB Networks. Where metered export data is unavailable for any reason, deemed export will be calculated by ESB Networks in accordance with the deemed export quantity formula set out in clause 4 and sent to us by ESB Networks.
- 3.5** Your meter configuration will remain the same.

4 Deemed Export and Deemed Export Tariff

- 4.1** Where you do not have a smart meter installed and are eligible for a microgeneration export payment (as

notified to us by ESB Networks), the quantity ("Deemed Export Quantity") you have exported onto the electricity network will be deemed by us in accordance with a formula set by the Commission for Regulation of Utilities ("CRU") and provided to us by ESB Networks.

- 4.2** Your Deemed Export Quantity will be calculated as follows:-
Deemed Export Quantity = MEC* Export Factor * Capacity Factor * Export interval
- Where:
- MEC = Microgen Maximum Export Capacity as confirmed by ESB Networks
 - Export Factor (a constant set at 35%)
 - Capacity Factor (a constant set at 9.7%)
 - Export interval (The duration of the interval during which electricity is exported measured in hours)
- 4.3** We will pay you for the amount of your Deemed Export Quantity, as calculated by ESB Networks based on the formula in clause 4.2.
- 4.4** We will pay you our "Deemed Export Tariff". This is a flat rate tariff. This means your payment will be calculated using the same unit rate, regardless of when you are exporting electricity. This Tariff may change. If this happens, we will tell you about any changes in your next payment statement.
- 4.5** Our current Deemed Export Tariff can be viewed on our website at <https://www.bordgaisenergy.ie/home/microgeneration#pricing>.
- 4.6** Your meter configuration will remain the same.
- 4.7** If you have refused a smart meter installation as offered by ESB Networks then you will be ineligible for a Deemed Export Quantity arrangement from ESB Networks and hence will not be eligible for a Microgen Export Plan payment on our Deemed Export Tariff.

5 Payment

- 5.1** We will make Microgen Export Plan payments to you once you have agreed to our “Terms and Conditions of the Microgen Export Plan” and you continue to be deemed eligible for the Microgeneration Support Scheme and networks related aspects of the Clean Export Guarantee by ESB Networks.
- 5.2** We will make Microgen Export Plan payments at least four times per year based on readings from your smart meter or Deemed Export calculation.
- 5.3** We will send you a statement with your export amount (whether metered or deemed), the tariff details and final payment amount. This will be shown on your electricity supply bill and your export payment will be offset against your existing electricity supply account balance.
- 5.4** In some circumstances where there is no metered data available due to technical or other issues, we may need to deem the amount of electricity exported due to issues with your smart meter. We will do this based on the Deemed Export Quantity as set out in Clause 4 and as provided to us by ESB Networks.
- 5.5** You have two (2) years to apply for a Microgen Export Plan payment after the microgeneration export has taken place. We will not be able to make a payment for the microgeneration export 2 years after the microgeneration export date due to data retention requirements.
- 5.6** If ESB Networks tells us that you have been suspended or removed from their eligibility register or the generating equipment has been suspended or removed from the eligibility register, we will stop making Microgen Export Plan payments until ESB Networks tells us that we may start again.
- 5.7** If you think there is a problem with any Microgen Export Plan payment, you must tell us as soon as possible and we will work with you to resolve the issue.
- 5.8** We will include your VAT registration number (where applicable) on your payment statement for Revenue

purposes, however, we will account for any VAT on your payment. A VAT rate of 0% will apply to your credit.

6 Limitation of Liability

- 6.1** We will not be liable to you under this agreement in contract, tort (including negligence) or otherwise for any indirect or consequential loss or economic loss suffered by you as a result of the sale or supply of electricity or in connection with this Contract.
- 6.2** We will not have any liability howsoever arising in respect of, or in connection with, any failure of the services provided by ESB Networks, your Electricity Connection or any Distribution Services.
- 6.3** You accept liability for the care and maintenance of the Appliances and associated wiring at the Premises.
- 6.4** We accept no liability arising in relation to your Appliances, the associated wiring or the maintenance of the Appliances or associated wiring.
- 6.5** Nothing in this Contract will exclude or restrict our liability for damages arising out of liability for death or personal injury arising from our negligence.

7 Complaints

- 7.1** You may make a complaint in relation to any issue arising under this Contract by contacting our Customer Experience team in accordance with clause 11.
- 7.2** Any complaints made by you will be dealt with by us in accordance with our Code of Practice for dealing with customer complaints. You may obtain a copy of this code by contacting us in accordance with clause 11.

8 Changing or ending this contract

- 8.1** We can change the terms of this contract at any time and we will make the changes available online at www.bordgaisenergy.ie. We will tell you before a change will begin to apply.

8.2 You may end this contract for any reason. If you want to end this contract, you must tell us. We may ask you to explain why you want to end the contract so that we make sure we have the correct information. For example, if you are ending the contract:-

- (a) because you are selling the premises or the generating equipment, you must tell us the date on which the sale will take place and the name of the person to whom you are selling;
- (b) because you are changing your electricity supplier. If you change electricity supplier under the terms of your electricity supply contract with us then you are no longer eligible for a Microgen Export Plan payment from us. We will provide you with a Microgen Export Plan payment until the date you change supplier. Otherwise, you must contact your new electricity Supplier about receiving a microgeneration export payment from them; and
- (c) for any other reason, you must tell ESB Networks or us the date that you want to leave the scheme.

8.3 We may end this contract immediately if:-

- (a) ESB Networks has decided that you have been involved in abusing the Microgeneration Scheme and have noted this fact in ESB Networks' register;
- (b) ESB Networks has suspended you (or the generating equipment) from the ESB Networks register; or
- (c) We may also end this contract immediately if we no longer have the relevant licence from the CRU to supply electricity. If we end this contract for any of these reasons, we will tell you.
- (d) you have changed electricity Supplier to another Supplier.

8.4 If this contract ends for any reason, neither of us will lose any rights we already have (for example to claim any money that is owed at the end of the contract). If you have money (credit) left on your account after we have told you the final balance, we do not have to pay you this money if:

- (a) we have already made a reasonable effort to pay you the money before the contract ended and 12 months have gone by since we told you of the final amount we owed you; or
- (b) we cannot send the money we owe to you because you have not given us a forwarding address and 12 months have gone by since this contract ended.

9 Assignment

We may assign or transfer to any other person the benefit of this Contract or any or all of our rights and obligations hereunder without your prior written approval. You may not assign this Contract without our consent.

10 Notices

10.1 We will have given you proper notice:-

- (i) if we send the notice by post to your last known address on the second day after the date it was posted; or
- (ii) if we address the notice to some or all customers in an advertisement. Notices may be included in any other communication we send you.

10.2 You will have given us proper notice if you send the notice by post addressed to us at our principal office in accordance with Clause 11.

11 Contact Details

11.1 Our Customer Experience team may be contacted:

- (i) in writing:
Bord Gáis Energy, PO Box 10943, Dublin 2
- (ii) by telephone: **01 611 0133**
- (iii) by telephone: (outside Ireland)
00353 1 602 1550
- (v) Contact us at:
bordgais.ie/company/contact-us
- (vi) For customers who are deaf or hard of hearing we offer live webchat on our website. Just look for the icon.

Alternatively, you can contact us through our Have a question? form on our website. You can also find us on **Twitter @bordgaisenergy** and **Facebook Monday - Friday 8am - 5pm**. Certain information as provided in the Conditions may also be obtained on our website at www.bordgaisenergy.ie

- 11.2** This contact information may be amended or varied from time to time. The up-to-date information in this regard will be displayed on our website and on your statement/ bill.

12 General

- 12.1** The headings in these Conditions are for convenience only and will not affect their interpretation.
- 12.2** If we waive a breach of the Contract by you, that waiver shall not be considered to be or include a waiver of any subsequent breach by you of the same or any other provision.
- 12.3** If a competent authority determines that any provision of these Conditions is invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected by that determination.
- 12.4** The Contract shall be governed and construed in accordance with the laws of Ireland and the courts of Ireland shall have jurisdiction to decide any disputes arising between us and you.

Definitions:-

“Bord Gáis Energy” or **“we”** or **“us”** means Bord Gáis Energy Limited, a limited company incorporated in Ireland with company number 463078 and having its registered address at 1, Warrington Place, Dublin 2;

“The Clean Export Guarantee” or **“CEG”** is a mechanism which provides for the remuneration of renewables self-consumers for the surplus electricity which they export to the electricity network, at a rate for each unit exported (referred to as a CEG tariff) which is reflective of the market value. For

the purposes of these terms, this shall mean that a competitive market tariff, designed by Bord Gáis Energy, known as the Microgen Export Plan shall apply.

“Commission” means the Commission for Regulation of Utilities or CRU;

“Deemed Export” means an export to the grid where the amount exported cannot be measured by an electricity smart meter and must be deemed by ESB Networks.

“Deemed Export Tariff” means the tariff payable to a renewable self-consumer for an export to the grid where the amount exported cannot be measured by an electricity smart meter and must be deemed in accordance with the formula set out in clause 4.2. This can be viewed on our website at <https://www.bordgaisenergy.ie/home/microgeneration#pricing>.

“Deemed Export Quantity” means the amount deemed to have been exported to the grid by a renewables self-consumer and as notified to us by ESB Networks.

“ESB Networks” means Electricity Supply Board, acting as operator of the Electricity Network;

“Metered Export tariff” means the tariff payable to a renewable self-consumer for an export to the grid where the amount exported has been measured by an electricity smart meter. This can be viewed on our website at <https://www.bordgaisenergy.ie/home/microgeneration#pricing>.

“Metered Export” means an amount exported to the grid by a renewable self-consumer where the amount exported has been measured by an electricity smart meter. The meter readings will be provided to us by ESB Networks.

“Microgen Export Plan” means Bord Gáis Energy’s plan for customers who are participating in the Microgeneration Scheme.

“Microgeneration Scheme” means the scheme established under SI 76 of 2002 whereby renewable self-consumers can export to the grid and can receive a payment from an electricity Supplier for this export.

“REDII” means the Renewables Energy Directive (EU) 2018/2001 on the promotion of the use of energy from renewable sources.

“renewables self-consumer” as defined in REDII: means a final customer operating within its premises located within confined boundaries or, where permitted by a Member State, within other premises, who generates renewable electricity for its own consumption, and who may store or sell self-generated renewable electricity, provided that, for a non-household renewables self-consumer, those activities do not constitute its primary commercial or professional activity.

“Time of Use Tariff” means a smart meter tariff that charges you different rates depending on when you use electricity. All of our Time of Use Tariffs are on our Website;

“you” means you the customer who has entered into the Contract for the supply of Natural Gas and electricity to the Premises for a Dual Fuel Product. Where you are more than one person or entity, each person or entity is jointly and severally liable for your obligations under this Contract.

