

**Bord Gáis Energy Limited**  
**Small-Scale Renewable Electricity Support Scheme (SRESS) Plan**  
**Terms and Conditions for SME Customers**

*These are our terms and conditions for SME customers signing up to the Bord Gáis Energy Small Scale Renewable Electricity Support Scheme Plan (SRESS Plan).*

*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](http://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](http://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 SRESS Plan payments**

1.1 To receive SRESS Plan payments from us, you must:

- i) 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.
- ii) confirm your personal details to us and any other information that we require in order to make payment to you. If ESB Networks informs us at any time that you are no longer eligible for the CEG we will stop making payments to you.

1.2 You must contact us as your electricity supplier in order to participate in the SRESS. You must complete a WP14 Form and successfully submit it to ESB Networks in order to receive the SRESS Plan payments from us.

1.3 *Eligibility criteria for metered export arrangements* – you must meet the following criteria: -

- iii) meet the definition of a renewables self-consumer included in REDII;
- iv) be exporting electricity to the network based on data transmitted to ESN;
- v) have installed SRESS and must have informed ESB Networks of your intention to install microgeneration via a declaration using the WP14 Form.; and
- vi) have a QH 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.

1.5 At the start of this contract for SRESS 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. The relevant Privacy Notice for SRESS is located at [www.bordgaisenergy.ie/dataprotection](http://www.bordgaisenergy.ie/dataprotection).

1.6 We will send you a letter to confirm: -

- a) the date from which you will receive SRESS Plan payments from us and the frequency of such payments.
- b) the tariff which you will receive for your exports
- c) the total period for which you can receive payments under the SRESS 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 SRESS 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 WP14 Form [Work Practice ID \(rmdservice.com\)](http://rmdservice.com)
- 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 comply with these terms and conditions, you must procure 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 comply in full of 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 SRESS Plan payments. You must tell ESB Networks straight away if your information or circumstances change.

2.2 You will not receive SRESS Plan payments if: -

- a) you do not meet the conditions in section 1 of these terms and conditions.
- b) your circumstances changes which result in you no longer meeting the conditions set down in section 1 of these terms and conditions;
- c) you do not provide the confirmation required under section 1 of these Terms and Conditions; 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 QH meter installed and are eligible for a SRESS export payment (as notified to us by ESB Networks), the quantity you have exported to the electricity network will be measured by your QH meter.

3.2 Our SRESS Plan 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 SRESS 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](http://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 SRESS Plan 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.

3.5 Your meter configuration will remain the same.

## **5. Payment**

5.1 We will only make SRESS Plan payments to you once you have agreed to these “terms and conditions and you continue to be SRESS Scheme and networks related aspects of the Clean Export Guarantee by ESB Networks.

5.2 We will make SRESS Plan payments monthly based on the meter readings from your QH meter or your Deemed Export calculation.

5.3 We will send you a statement with your export amount, 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.

5.6 If ESB Networks tells us that you have been suspended or removed from its eligibility register or the generating equipment has been suspended or removed from such register, we will stop making SRESS Plan payments until ESB Networks informs us to start again.

5.7 If you think there is a problem with any SRESS 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. [Is this true for SRESS?]

## **6. Limitation of Liability**

6.1 We will not be liable to you under 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 by us 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 these terms and conditions by contacting our Customer Experience team in accordance with section 11 below.

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 these terms and conditions at any time and we will make the changes available online at [www.bordgaisenergy.ie](http://www.bordgaisenergy.ie). We will tell you before a change begins 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 about 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 SRESS Plan payment from us. We will provide you with a SRESS Plan payment until the date you change supplier. Otherwise, you must contact your new electricity Supplier about receiving an 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 SRESS 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) if we no longer have the relevant licence from the CRU to supply electricity. If we end this contract for any of the reasons outlined in (a), (b) or (c) above, 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 a credit balance remaining on your account after we have told you the final balance, BGE is not obliged to reimburse this balance in the event that:

- a) we have already made a reasonable effort to pay you the balance before the contract ended and a period of 12 months has elapsed since you were notified of the final balance; or
- b) we are not in a position to transfer the remaining balance owed to you because you have not given us a forwarding address and 12 months has elapsed 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 registered office as outlined in section 11 below.

## **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](http://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 terms and conditions may also be obtained on our website at [www.bordgaisenergy.ie](http://www.bordgaisenergy.ie)

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

## **12. General**

12.1 The headings in these terms and conditions are for convenience only and will not affect their interpretation.

12.2 If we elect to waive any breach of these terms and conditions 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 terms and conditions is invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected by that determination.

12.4 The terms and conditions and your contract with us 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 SRESS Plan shall apply.

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

**“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 QH 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 QH meter. The meter readings will be provided to us by ESB Networks.

**“Small Scale Renewable Electricity Support Scheme Plan”** means Bord Gáis Energy’s plan for customers who are participating in the Small-Scale Renewable Electricity Support Scheme.

**“Small Scale Renewable Electricity Support Scheme or SRESS”** 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.

**“you”** means you the customer who has entered into a 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 the contract with us.