

1. Renewable Generation Contract

This Renewable Generation Contract (the “**Agreement**”) contains the standard Terms and Conditions which form the legally binding contract between “Us” Good Energy Limited whose registered office is 2 Temple Back East, Temple Quay, Bristol BS1 6EG (“**Good Energy**”) and “You”, the “**Renewable Generator**”, for the renewable heat You generate on-site and any of the associated benefits

2. Definitions

“**Act**” means the Electricity Act 1989 and the Gas Act 1986, as amended by the Utilities Act 2000 and all subsequent amendments to that Act;

“**Deemed**” means Good Energy’s calculation of your expected annual generation in kWh’s.

“**Gas Distribution Network**” is as defined in the Gas Act 1986;

“**kWh**” means kilowatt hour;

“**Onsite Generation**” is Heat generated by the Renewable Generation Station to be used by the generating station operator

“**Renewable Generation Station**” is a generating station which is capable of generating heat from Renewable Sources;

“**Renewable Heat**” is an application of renewable energy. It refers to the renewable generation of heat, rather than electrical power.

“**Supply Contract**” is a contract in place between the Renewable Generator and Good Energy for the purchase of electricity and gas where available;

3. Sale of Generation

The Renewable Generator agrees to sell any benefits that may arise through future legislative changes for Your Deemed Onsite Generation to Good Energy; this includes but is not limited to the Deemed output and any renewable certification that may be enforced by the authority.

4. Conditions Precedent

- a) The Renewable Generator has an Electricity Supply Contract in place with Good Energy;
- b) If the customer is connected to the Gas Distribution Network and uses Gas for cooking and/or heating the customer must also be a Good Energy Gas supply customer
- c) Good Energy holds a supply Licence for England, Wales and Scotland

RENEWABLE HEAT INCENTIVE

5. Obligations of the Renewable Generator

- 5.1. During this Agreement the Renewable Generator must continue to have a Supply Contract with Good Energy as defined in 4.a) and 4.b) where applicable
- 5.2. The Renewable Generation Station will successfully complete Good Energy’s accreditation process on request by Good Energy and failure to do so will confirm the Renewable Generating Station is ineligible for Good Energy’s Renewable Heat Incentive
- 5.3. The Renewable Generator must make reasonable endeavours to maintain the Renewable Generation Station to ensure that it continues to produce Renewable Heat efficiently.
- 5.4. If the Renewable Generation Station ceases to generate renewable Heat, the Renewable Generator must inform Good Energy within 10 working days.
- 5.5. If at any time the Renewable Generator believes that the Heat generator is not functioning properly the Renewable Generator must inform Good Energy of this immediately in writing. The Equipment is required to be examined in accordance with guidelines to be determined by your installer.

6. Obligations of Good Energy

- 6.1. Good Energy agrees to purchase the Deemed Onsite Generation for the duration of this Agreement at the price as published by Good Energy from time to time.
- 6.2. Good Energy warrants that it has the power to enter into, perform and comply with all its obligations under this Agreement.
- 6.3. Good Energy will ensure that it has complied with the relevant statutory instruments under the Act to fulfil its obligations hereunder.

7. Duration

- 7.1. This Agreement is effective from the date as determined by Good Energy and shall be in place until it is terminated in accordance with the Termination clauses.
- 7.2. The Supplier and the Renewable Generator shall together agree to make any changes to this Agreement required

to be made as a result of regulatory changes published from time to time by the Authority.

8. Termination

- 8.1. Good Energy may terminate this Agreement immediately if:
 - 8.1.1. The Renewable Generator no longer owns or occupies the Premises;
 - 8.1.2. The electricity supply has been disconnected;
 - 8.1.3. The gas supply, if available, has been disconnected
 - 8.1.4. Good Energy suspects that the Renewable Generator has illegally abstracted electricity or gas or has interfered with electricity or gas related equipment or has been provided with a falsified meter reading;
 - 8.1.5. The Renewable Generation Station has been removed or has ceased to function.
- 8.2. The Renewable Generator may terminate this Agreement by giving 28 days notice to Good Energy or immediately if Good Energy’s Licence is revoked.
- 8.3. Good Energy may terminate this Agreement by giving 28 days notice to the Renewable Generator or immediately if Good Energy’s Licence is revoked.
- 8.4. If the Renewable Generator is no longer a supply customer of Good Energy it will be deemed that by terminating the electricity Supply Contract or the Electricity and Gas Supply Contract, it will also terminate this Agreement.
- 8.5. The termination of this Agreement will not affect any rights which may have accrued to either party.

9. Liability

- 9.1. Neither Good Energy nor the Renewable Generator is liable to the other for any breach of this Agreement directly or indirectly caused by matters beyond our respective reasonable control.
- 9.2. Neither Good Energy nor the Renewable Generator will be liable for the other’s loss of use, profits or revenue or any indirect or consequential loss arising out of this Renewable Generation Contract. Save for personal injury or death, liability for negligence shall not exceed £100,000.
- 9.3. These limitations of liability override any other provision in this Renewable

Generation Contract unless otherwise expressly stated.

- 9.4. Nothing in this Renewable Generation Contract excludes or limits the liability of either of us for death or personal injury resulting from negligence.

10. Variations to the Renewable Generation Contract

- 10.1. Good Energy will give 20 days prior notice before we change any of the Terms and Conditions of this Renewable Generation Contract.
- 10.2. You cannot transfer this Renewable Generation Contract to anyone else without Good Energy's permission.
- 10.3. If Ofgem or the Government make changes to our Licence Good Energy may need to make changes to this Renewable Generation Contract. If this happens we will tell You as soon as we can.

11. General

- 11.1. Notices in relation to this Agreement will be sent to You at the billing address. Your notices must be sent to Good Energy, Monkton Reach, Monkton Hill, Chippenham, SN15 1EE or fax 01249 766091.
- 11.2. Any notice or consent must be in legible writing in the English language and sent by pre-paid letter, by hand or by fax. Any posted notice is deemed to have been served three (3) working days after posting and a notice delivered by hand is deemed to have been served at the time of delivery and a notice given by fax is deemed to have been served on receipt of a transmission report which indicates that the fax was sent in its entirety to the recipient.
- 11.3. If there is any inconsistency between these Terms and Conditions and any other documents comprising the Renewable Generation Contract, then these Terms and Conditions will prevail.
- 11.4. Where You comprise more than one person (for example, if You are partners in a firm), the obligations and liabilities

under this Renewable Generation Contract are joint and several.

- 11.5. Each of the clauses and sub-clauses of this Renewable Generation Contract operate separately from the others and survives independently of the others.
- 11.6. Neither of us has entered into this Renewable Generation Contract in reliance on any representation or warranty or other undertaking not fully reflected in these terms.
- 11.7. If You require anything from Us in addition to our obligations under this Agreement Good Energy will be entitled to charge a reasonable amount for any work or materials, including administration charges.
- 11.8. The laws of England apply to this Agreement. This Agreement is subject to the exclusive jurisdiction of the English Courts.
- 11.9. You agree that Good Energy may disclose information about You or your Renewable Generation Station to others for any purpose in connection to your Renewable Generation Station.