Prepay Power

Last Update: 26/09/22

PrepayPower Microgen Clean Export Guarantee

1. Who the contract is between

1.1. We are PrepayPower Limited (“PrepayPower” or “PPP”), a company registered in Ireland with company number 467144. Our address is Paramount Court, Corrig Road, Sandyford, Dublin 18, D18 R9C7. Full contact details for PrepayPower are set out in Clause 14 of these Microgen Clean Export Guarantee (CEG) Terms and Conditions.

1.2 These Microgen Clean Export Guarantee Terms and Conditions (the "**Microgen Contract**") form the contract between you and PrepayPower in respect of any Microgen activities in connection with which you may be eligible for remuneration in the form of the Clean Export Guarantee. The terms upon which you will be eligible for remuneration for any excess electricity generated and Exported by you into the national grid whilst you are on our Supply are set out in this Microgen Contract.

1.3. The terms in this Microgen Contract are supplemental to the PrepayPower Standard Terms and Conditions for the Supply of electricity and gas (the "**Supply T&Cs**"), a copy of which is available at https://www.prepaypower.ie/termsandconditions . Subject to the provisions of Clause 2.3, if there is an inconsistency between any of the provisions of this Microgen Contract and the provisions of the Supply T&Cs, the provisions of the Supply T&Cs shall prevail.

1.4. Nothing in this Microgen Contract will alter or affect your existing contract with us under the Supply T&Cs (although, as set out in clauses 3 and 11 of this Microgen Contract, if your existing Supply contract is terminated then this Microgen Contract will also terminate).

1.5. Our Privacy Notice sets out the ways in which we process any information you or ESB Networks provide us with. By agreeing to this Microgen Contract, you are equally agreeing to our Privacy Notice which is available on our website and in writing upon request.

2. About the Microgen Contract

2.1 If Microgen equipment at your Premises Generates renewable electricity there may be times where you Generate excess electricity which may then be Exported onto the national grid.

2.2 Where you are eligible for remuneration through the Clean Export Guarantee, PrepayPower will then in turn remunerate you for any excess electricity that is Exported back into the national grid in accordance with this Microgen Contract and as provided for by the Renewable Energy Regulations S.I 76 of 2022.

2.3 Some of the words and phrases used in this Microgen Contract have a special meaning. These are explained in in the Glossary in Clause 16. Words and phrases not defined in Clause 16 will have the meaning given to such terms in the Supply T&Cs. If there is a conflict or ambiguity between the defined terms in the Supply T&Cs and this Microgen Contract, the terms of this Microgen Contract will take precedence in respect of its subject matter.

3. Term

3.1 This Microgen Contract with us commences either: (a) on the date on which you sign this Microgen Contract; or (b) on the date from which you became eligible to be remunerated by us through the Clean Export Guarantee for any excess electricity generated by you through Microgen activity which has been Exported into the national grid, whichever is earlier ("the "**Commencement Date**").

3.3 This Microgen Contract is an Evergreen Contract and shall continue in force unless and until your electricity Supply is terminated by you or us in accordance with the Supply T&Cs.

4. Eligibility Criteria

4.1. In order to become eligible to be remunerated by us through the Clean Export Guarantee you must meet the following criteria:

(a) You must be an existing PrepayPower electricity Supply customer and have signed up to our Supply T&Cs;

(b) You must meet the definition of a Renewables Self-Consumer as set out in the Renewable Energy Regulations S.I 76 of 2022 and have signed up to this Microgen Contract;

(c) There must be a form of microgeneration installed at your property which has the ability to Export excess electricity into the national grid;

(d) You must have informed ESB Networks and through the ESB Networks NC6 micro-generation notification form for the Premises. We are unable to commence any remuneration to you through the Clean Export Guarantee until the NC6 notification form has been accepted by ESB Networks. NC6 notification forms can be found at https://www.esbnetworks.ie/new-connections/generator-connections-group/micro-generators-;

(e) You must not have refused a request by ESB Networks to install a smart meter at your Premises to meter your Exported electricity. Where you do not have a smart meter installed at your Premises, ESB Networks data must confirm that either: (i) you are not currently eligible for a smart meter installation as part of the ESB Networks deployment approach; or (ii) where you are eligible, that you are unable to have a smart meter installed for other reasons outside of your control;

(f) Your microgeneration activities must not constitute your primary commercial or professional activity; and

(g) You must be Generating or, where you do not have a smart meter installed, deemed to be Generating, electricity through Microgen at your Premises.

5. What you agree to do

5.1 By signing this Microgen Contract you acknowledge, agree, and confirm that you comply with all the eligibility requirements set out in Clause 4 above;

5.2 You agree to keep us up to date with your contact details including your postal address, email address and mobile phone number;

5.3. You agree to keep us informed if your microgeneration system is damaged or is no longer able to Export excess generation into the national grid;

5.4 You agree that on request from us you shall provide us with accurate readings in respect of the PrepayPower meter(s) and ESBN meter(s) of record at the Premises;

5.5 You hereby represent and warrant that you have obtained all necessary and appropriate consents, permissions, and authorisations (including, but not limited to, your landlord's consent, where relevant) in order for you to participate in the Clean Export Guarantee scheme and for us to remunerate you for excess electricity Exported to the national grid;

5.6 You acknowledge and agree that any remuneration for energy Generated at the Premises will be made to the registered PrepayPower account holder. We will not

be liable for any failure by you or a previous occupant of the Premises to keep up to date the relevant account holder information for the purpose of any remuneration;

5.7 You acknowledge and agree that any amounts owing to you for any excess electricity Exported into the national grid will be set off against any amounts owing by you to us in relation to energy Supplied to the Premises under the Supply T&Cs;

5.8 You acknowledge and agree to repay any amounts erroneously transferred to you and which you are not entitled to receive as payment under this Microgen Contract;

5.9 You agree to notify us within seven days if you move out or otherwise cease to occupy the Premises;

5.9.1 On the day that you vacate the Premises you must contact us to provide an electricity meter reading and a forwarding address

5.10 You agree to notify us within seven days of you moving into the Premises.

6. What we agree to do

6.1 We agree to remunerate you for any excess electricity that you have Generated and Exported back into the national grid from the Commencement Date until the date that you terminate your Supply contract with us in accordance with the Supply T
&Cs.

6.2 We are not responsible for any faults or other problems with any equipment besides our PrepayPower Meter. In particular, we are not responsible for: (i) any fault associated with the Supply Point on the Premises which is managed by ESB Networks and governed by your Connection Agreement; or (ii) any equipment on the Premises used in connection with Microgen.

6.3. We are not responsible for any pipes, fittings, plant, wires and cables, equipment, and/or apparatus used in connection with the Generation of electricity on your side of the Meter of Record or PrepayPower Meter. It is your responsibility to ensure that they are maintained in good working order and safe condition at all times until this Microgen Contract terminates or expires.

6.4 Ownership of the electricity Generated by you will transfer to us at the point at which it is Exported back into the national grid.

6.5 We agree to handle all your personal data provided to us in accordance with all relevant Data Protection Legislation and our Privacy Policy.

7. Pricing and Payment

7.1 PrepayPower will remunerate you for every kWh of excess electricity you Generate or are deemed to have Generated and have Exported back into the national grid whilst you are on our Supply. Details of our Microgen Clean Export Guarantee tariff can be found on our website at
https://www.prepaypower.ie/support/microgeneration

7.2 All remuneration made to you will be in the form of a Top Up to your PrepayPower Meter. In order to ensure that you receive the Top Up codes and generation statement it is important that you keep your contact details with us up to date.

7.3 Payments to you will be made on a biannual basis and will coincide with your generation statements as follows:

(a) In May, each year you will be remunerated for any excess generation fed into the national grid between 1 October and 31 March;

(b) In November, each year you will be remunerated for any excess generation fed into the national grid between 1 April and 30 September;

(c) If you vacate the Premises and have fulfilled the requirements under 3.3 and 5.9, we will calculate the funds due up to the date you leave the Premises and issue you a cheque for this period accompanied by a generation statement for

the period. In such a case, the following conditions will apply:

(i) we shall charge an administrative fee of €30; and

(ii) we may seek confirmation of the period of your occupancy by requesting a lease or letter from the landlord of the Premises

7.4 PrepayPower reserves the right to vary our Microgen Clean Export Guarantee tariff at any time by providing you with no less than thirty (30) days prior notice thereof. Details of any variations will be published on our website and will state the date on which the new remuneration rate becomes effective.

7.5 PrepayPower will send you a biannual generation statement reflecting the amount of energy you have Exported into the national grid and the value of your remuneration. This statement will be sent by either e-mail, post, SMS, the web or via our mobile app.

7.6 VAT will only be paid upon receipt of a valid VAT invoice. If you have any queries in relation to your VAT compliance obligations in relation to Exported electricity you should contact the Revenue Commissioners.

8. Payment by way of Deemed or Metered Export Quantities

8.1 You will be remunerated by either a Deemed or Metered Export Quantity, this will be dependent on what type of Export data we receive from ESB Networks, namely: -

8.1.1 You will be remunerated based upon your actual Metered Export Quantities if you have a ESB Networks Smart Meter installed at the Premises and this meter has sufficient network communications available to remotely send your Export data to us via ESB Networks.

8.1.2 You will be remunerated based upon a Deemed Export Quantity if you do not have an ESB Networks Smart Meter installed at the Premises or if your ESB Networks smart meter does not have sufficient network communications available to remotely send your Export data to us via ESB Networks.

9. Deemed Contracts

9.1 Where we are the registered Supplier at a Supply Point on the Premises and you are the current occupier of the Premises but you have yet to enter into a Supply contract or Microgen Contract, you will be deemed to have accepted this Microgen Contract for the purpose of remunerating you for any excess electricity Exported to the national grid while you are an occupier of the Premises.

9.2. We will write to the Premises giving notice that a deemed contract is in place. The Commencement Date for the deemed contract will be the date set out in the notice.

9.3. Where a deemed contract applies, the terms in this Microgen Contract will apply to the remuneration of any excess electricity Generated at the Premises and Exported into the national grid.

9.4 Any method or process used to calculate and remunerate the volume of electricity Exported into the national grid for contracted customers will be applied to customers considered to be under a deemed contract. For the avoidance of doubt this will include PrepayPower remotely accessing, collecting, storing, analysing, and processing your half hourly Export readings in accordance with our Privacy Policy.

9.5. A deemed contract will end when you or someone else enters into another contract for the Supply of energy to the Premises (either with us or another Supplier) and there is no restriction on you entering into a contract with any other Supplier.

9.7. When you are being remunerated for excess electricity Exported into the national

grid under a deemed contract, you will be remunerated according to our standard Microgen Clean Export Guarantee rate as published on our website at https://www.prepaypower.ie/support/microgeneration

10. Changing the Microgen Contract

10.1. From time to time, we may vary the terms of this Microgen Contract by providing you with no less than thirty (30) days' prior notice. We will notify you of these changes via our website at https://www.prepaypower.ie/termsandconditions. We may choose to notify via email, SMS or in addition to our website and newspaper.

10.2. If there is a material change to the terms of this Microgen Contract, we will provide you with a copy of the amended Contract at least 28 days before the change comes into effect. The updated Microgen Contract will be published on our website with an "effective from" date.

10.3. If there is a material change to the terms of this Microgen Contract, you may terminate it on providing written notice to us (a Termination Notice). If the Microgen Contract is terminated pursuant to this Clause 10.3 no early termination fees will be charged, provided that the Termination Notice is given within one month after the change to the Microgen Contract.

10.4. This Clause 10 does not prevent us making changes to this Microgen Contract to reflect changes in laws or changes in the industry rules.

10.5. Price changes will be notified as per Clause 7 and do not involve a reissue of the Microgen Contract.

11. Ending the Microgen Contract

11.1 This Contract will terminate immediately should you no longer occupy the Premises or should you switch your electricity Supply away from PrepayPower.

11.2 Should this Microgen Contract terminate for the reasons set out in clause 11.1 above you acknowledge that you are liable to repay us for any amounts received after this Contract has been terminated.

11.3 You acknowledge and agree that upon termination of this Microgen Contract that any amounts owing to you for Generation Exported into the national grid will be set off against any amounts owing by you to PrepayPower in relation to energy consumed at the Premises.

11.4 To terminate this Microgen Contract, you must first terminate the Supply T&Cs. Where you terminate your Supply contract in accordance with the Supply T&Cs this Microgen Contract will automatically terminate.

11.5 You have the right to cancel this Microgen Contract within 14 days of the Commencement Date. Where you wish to cancel this Microgen Contract, you must contact us within this 14-day period at the details provided in Clause 14.2. Should you exercise your right to cancel this Microgen Contract please note that once Exported to the national grid, electricity by its nature, is inseparably mixed with other electricity. Therefore, although you may still exercise your right to cancel this Microgen Contract and future participation in the Clean Export Guarantee with us under this Clause 11.5, once the electricity is Exported by you into the national grid, you do not have the statutory right to have this electricity returned to you. As stated in Clause 7.3 (c), we will compensate you for any excess electricity Exported to the national grid while we remain your Supplier.

12. Enforcement of Rights

12.1 We can enforce any rights and obligations under this Microgen Contract even if there is a delay in doing so.

12.2. If we delay in taking action when you breach this Microgen Contract, we will still be entitled to take action to enforce a similar (or any subsequent) breach of this Microgen Contract.

12.3. If any part of this Microgen Contract is declared invalid by a court or regulatory authority, the validity of the rest of this Microgen Contract will not be affected.

13. Limitation of Liability

13.1 We will always perform our obligations under this Microgen Contract to you in accordance with our legal obligations. Nothing in this Clause 13 excludes our obligation to perform our services with due skill, care, and diligence; using materials which are sound and reasonably fit for purpose. Nothing in this Clause 13 purports to exclude any liability which cannot be legally limited. Your statutory rights are not affected by any provision of this Clause 13.

13.2 Our liability to you is limited in accordance with these terms and conditions. All conditions, warranties, guarantees and any other terms implied by law or otherwise, are excluded to the greatest extent permitted.

13.3 We will not be liable to you for any event or circumstance beyond our reasonable control, including anything any other Supplier and / or ESB Networks does or fails to do. In this respect you acknowledge that we are reliant on the data supplied to us by ESB Networks in order to: (i) ensure that you are eligible for remuneration under the Clean Export Guarantee; and (ii) to ensure remuneration provided by us under this Microgen Contract reflects accurately the electricity Exported by you into the national grid. We will not be liable for any error in the data supplied to us by ESB Networks.

13.4 We will not be liable to you for any financial loss or damage, including loss of profit, revenue, goodwill.

13.5 Our total aggregate liability to you for any loss or damage incurred under or in connection with this Microgen Contract (whether in contract or negligence or otherwise) shall be limited to an amount equal to the remuneration paid by us to you under this Microgen Contract for any Exported generation to the national grid in the 12 months prior to the event giving rise to the liability for all claims in aggregate arising in any calendar year.

13.6 The limitations on our liability set out in this clause 13 shall continue to apply after this Microgen Contract has ended.

13.7 Each sub-section in section 13 applies separately. If a court or other authority tells us we cannot rely on a certain sub-section, the other sub-sections will still apply.

14. Notices and Communications

14.1. How we may contact you

(a) We can contact you at the address of the Premises or any other address you give us for this purpose.

(b) Notices required under this Microgen Contract, or other forms of communication that we need to send to you, will be in writing and may be delivered by hand, sent by post, sent by e-mail, text message, published on our website and/or by a notice in a daily national newspaper.

(c) Any notices that we send to you by hand or by post will be sent to the most recent billing address (or alternative address if relevant) provided by you to us. We will assume that you have received hand delivered notices within 24 hours of delivery and posted notices within 5 Business Days after posting unless we receive evidence to the contrary.

(d) Any notices that we send to you by email will be sent to the most recent email address provided by you to us. We shall assume that you have received emails on the same Business Day unless we receive evidence to the contrary.

14.2. How you may contact us

(a) Via the postal address PrepayPower Limited, Paramount Court, Corrig Road, Sandyford, Dublin 18, or any replacement addresses that we notify to

you; or

(b) At the following telephone number; 1800 989 894 or

(c) By sending an email to the following email address MicrogenTC@prepaypower.ie

(d) Any communications you send us will only be valid if you include your customer reference number (or, if you do not have a customer reference number, the reference number by which your Meter is identified and the Premises address). We will treat all of your communications with us in accordance with the relevant Data protection legislation and our Privacy Policy as published on our website .

(e) Chat with us by visiting www.prepaypower.ie/support

15. After Sales and Complaints

15.1 Our Code of Practice for Complaints Handling details the procedure that you should follow if you have any complaint about the Microgen Clean Export Guarantee service that we provide or offer to you. Our contact details are available below to request a copy of this Code of Practice. You can also log a complaint online at https://www.prepaypower.ie/support/complaints-process

16. Glossary

Clean Export Guarantee: the mechanism which provides for the remuneration of renewables self-consumers for the excess electricity which they Export to the national grid.
Commencement Date – has the meaning given to that term in Clause 3.1 or (where applicable), Clause 9.2.
Deemed Export Quantity – if you do not have an ESB Networks Smart Meter installed at the Premises or if your ESB Networks smart meter does not have sufficient network communications available to remotely send your Export data to us via ESB Networks you will be remunerated according to the following CRU approved deemed Export calculation; **Deemed Export Quantity = MEC x Capacity Factor x Export Factor x Provision Interval.**
Export – Means the transfer of renewable energy out of the property into the national grid.
Evergreen Contract – Means that this Contract will remain in place until terminated by you our us.
Generate - or similar expressions refers to the production of renewable energy at the Premises, which is then exported to the national grid, irrespective of whether the Export volume is measured by way of a deemed or metered quantity.
Metered Export Quantity – refers to your actual Metered Export Quantities recorded if you have a ESB Networks Smart Meter installed at the Premises and this meter has sufficient network communications available to remotely send your Export data to us via ESB Networks.
Microgen – Means the generation of electricity from renewable technologies such as solar photovoltaic (PV), wind, hydropower and combined heat and power (CHP).
Premises - means the building, home, or other property (including any part of any land or building or structure (i) in respect of which we have become the registered Supplier, and (ii) on which you Generate Microgen electricity which is then Exported to the national grid.
Supply – or similar expressions refers to the sale of energy by us to you, via the energy network.
Supply Point – or similar expressions refers to the point shown in a Connection Agreement, or in any application to supply at a specific point at the Premises, where energy may flow between the local distribution system and your installation.

Top-Up – the means by which we will remunerate you for any electricity Exported by you to the national grid. Where you have a PPP smart meter installed at the Premises, the top-up will be automatically credited to your smart meter. Where you do not have a PPP smart meter installed, we will send you a code via SMS which can be used to manually top-up your meter.