CEP

Civic
Energy
Partnership

At least £240 of *FREE* electricity every year

Get **FREE solar panels and a FREE battery** with Civic Energy Partnership

Start generating clean energy from your roof, store it for when you need it and save more on your electricity bills







Start saving with **solar and battery**

With Civic Energy Partnership, you'll get solar panels and battery storage installed at your home at no cost to you.

Your solar panels generate clean electricity during the day. The battery stores energy so you can use more of it in the evening, at night or whenever you need it.

Less waste. ***Bigger savings.***



Here's what the scheme means for you:

£240 of free electricity every year
You'll get £20 of free electricity every month. That's £240 a year, helping you reduce what you need to buy from the grid.

Even cheaper electricity after that
Any extra electricity you use from the solar and battery system costs a third less than normal grid prices. Right now that means you save 9p on every extra unit.

Less worry about energy prices going up
With solar panels and a battery at your home, more of the electricity you use can come from the system instead of the grid. That means you're less affected when energy prices rise. And our price is always guaranteed to be at least a third cheaper than the Ofgem price cap.

FREE to install. FREE to maintain.
Your solar panels and battery are fitted at your home at no cost to you. We'll also replace your light bulbs with free energy-saving LEDs. And if anything ever goes wrong with the equipment, we'll fix it for free.

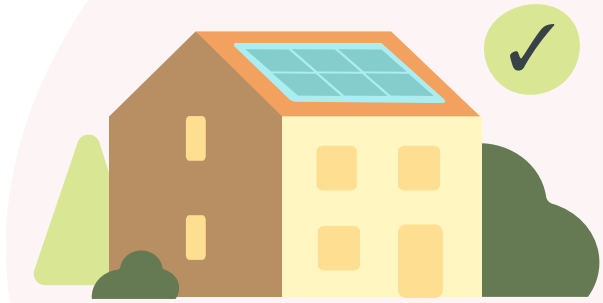
Better for the planet
Generate clean energy from your own roof and use more of it in your home. That means less reliance on grid electricity and a greener way to power your home.

How solar and battery **work together**

Your solar panels make electricity when the sun's out.

Without battery storage, electricity you don't use straight away may be sent back to the grid.

With the battery, energy can be stored and ready for when you need it – in the evening, overnight or on cloudy days. That means you can use more of the clean electricity generated at your home and buy less from the grid.







What you get when you join CEP

- FREE solar panels and battery storage
- £20 of free electricity every month (£240 a year)
- any extra electricity from the system at a third off normal grid prices
- free LED light bulbs for every fixed light in your home
- free installation and ongoing maintenance
- a price match promise – if your grid supplier offers cheaper than us, we'll match it

What does this actually mean for you?

It means more control over how much electricity you need to buy from the grid and more money left in your pocket each month.

And the £240 of free electricity you get every year? That goes up each April to keep pace with rising prices. So while everything else gets more expensive, your saving keeps growing too.

A saving you can count on, year after year

This isn't a short-term offer.

When you join Civic Energy Partnership, you'll benefit from free electricity and lower-cost energy from your solar and battery system throughout the 30 year life of your agreement.

Energy prices keep going up. This is one bill that goes in the other direction.



Say ***yes*** today and start saving straight away.

Call us on 0333 015 9276

Your solar & battery installation: **simple from start to finish**



Our team does all the work so you don't have to worry about a thing.

We'll arrange a convenient date to install the solar panels and battery system at your home.

Our installers will explain what's happening, complete the work as quickly and neatly as possible and make sure everything is working before they leave.

No upfront cost to you. We take care of the rest.



Making cleaner, lower-cost energy **available to more homes**

Civic Energy Partnership works with housing providers and communities to bring solar energy and battery storage to households, helping residents reduce their reliance on grid electricity and save on their energy bills.

What happens when we **install your battery**?

> *A simple way to bring cleaner, lower-cost energy **into your home**.*

Joining the scheme is simple. Here's what happens:

1. YOU SAY *YES*

Sign your agreement and we'll book an installation date that works for you.



2. WE FIT YOUR SOLAR & BATTERY

Our team will come to your home and install your solar panels and battery system. We'll also replace your fixed light bulbs with free energy-saving LEDs.



3. WE TEST EVERYTHING

Before we leave, we'll check the system is working correctly and explain anything you need to know. **We'll tidy up after ourselves too.**



4. YOU START SAVING

Once your system is up and running, your solar panels start generating electricity and your battery helps store energy for when you need it.



That's it. Simple. Straightforward.
No upfront cost to you.

What am I signing up for?

You'll be joining Civic Energy Partnership and having a solar PV and battery system installed at your home. Here are the key points. Clear and simple.

1. **Your solar panels and battery are fitted at no upfront cost to you.** You will never be asked to pay for the installation.
2. **You get £20 of free electricity every month.** That's £240 a year. This goes up with inflation each April.
3. **Any extra electricity from the system costs a third less than normal grid prices.** We call this the Battery Fair Market Price. It's always at least 33% cheaper than the Ofgem price cap.
4. **You'll need a Direct Debit to get the cheaper extra electricity.** If you only want to use your free £20/month, you don't need to set one up.
5. **You'll still need your normal energy supplier.** Your solar and battery system won't cover all of your electricity needs. You'll receive one bill from CEP for any additional electricity you buy from us, plus your normal supplier bill.
6. **The solar and battery equipment remains the property of CEP / the relevant CEP contracting company.** If anything goes wrong with it, contact us and we'll arrange for it to be fixed at no cost to you.
7. **The agreement lasts 30 years from when your solar panels were first installed.** But if you move out, the agreement ends. You don't have to stay in your home because of this.
8. **You can change your mind within 14 days.** After you sign your agreement, you have a 14-day cooling-off period. Just call us if you want to cancel.
9. **This doesn't affect your gas supply.** The scheme relates to electricity only. Your gas supply stays exactly as it is.
10. **This doesn't change your tenancy.** Any permissions or tenancy documentation required for the installation will be explained to you before you join.



Got questions?

Is there a catch?
No. The solar panels and battery are installed at no upfront cost to you, and the £20/month of free electricity is genuinely free.

What if I move?
The agreement ends when you leave. You just need to give us 30 days' notice.

What if something breaks?
We maintain the solar panels and battery at no cost to you. Just call us.

Will I get two electricity bills?
Yes. You'll still keep your normal electricity supplier because the solar and battery system won't provide all the electricity your home needs.
However, because you'll be using electricity generated through the CEP system, you should need to buy less electricity from the grid.

Do I need to change energy supplier?
No. You can keep your existing electricity supplier.

Free *LED light bulbs*

for every fixed light in your home

LED bulbs use up to five times less energy than old bulbs and last years longer.

We'll replace every fixed lighting point inside and outside your home at no cost to you, so the number you receive depends on how many fixed lights you have.

If one ever stops working, we'll replace it free of charge. Please note, we don't supply LEDs for table lamps or occasional lamps.



3 ways to get started

1. Visit our Website **cepuk.co.uk**
2. Call us on **0333 015 9276**
3. Get in touch by email **info@cepuk.co.uk**

What am I signing up for?

PPA-B terms and conditions

The following pages contain the full terms and conditions of your Battery Power Purchase Agreement (PPA-B).

If you have any questions about the terms, just call us on 0333 015 9276.

(Please read these terms and conditions and keep them safe for future reference.)

1. Supply of PV and battery generated electricity and LED light bulbs

1.1 These terms and conditions form part of the PPA-B which also includes the relevant "Acceptance Form" agreed by you. Together these documents form the entire agreement between Civic Energy Partnership, whose registered office is at 71–75 Shelton Street, London, WC2H 9JQ ("us" (and where applicable "we" or "our")) and you relating to the supply by us to you of electricity generated by a rooftop solar photovoltaic (PV) and battery storage system installed by us at the "Property" described in the Acceptance Form (the "PV/Battery Supply").

1.2 The solar PV and battery system referred to in this PPA-B (as installed by us at the Property) consists of some or all of the following: photovoltaic modules, inverters, combiners and load sharing, battery storage unit(s), communications infrastructure, metering and monitoring equipment, ancillary works, cabling infrastructure and other media together with the fixings and the conduits containing them.

1.3 Please note that a solar PV system will only generate electricity in the daytime and when there is sufficient light, and a battery storage system cannot guarantee a continuous supply of electricity, so it is important that you maintain a grid electricity supply arrangement (a "Grid Electricity Supply") under a contract with a third-party retail energy supplier (a "Grid Electricity Supply Contract") in addition to the PV/Battery Supply. You will use the PV/Battery Supply in priority to your Grid Electricity Supply, and the solar PV and battery system will be configured to make this happen automatically for as long as we are required under the PPA-B to provide you with the PV/Battery Supply – but please see clause 1.5 below as to the limits on the amount of electricity you may be provided with under this PPA-B.

1.4 We have no obligation to provide you with any minimum level of PV/Battery Supply and we cannot commit to doing this because (as set out in clause 1.3 above) the amount of electricity generated by the solar PV system will vary depending on the light available and a battery storage system cannot guarantee a continuous supply of electricity. You will need to have a Grid Electricity Supply in addition to the PV/Battery Supply at all times.

1.5 Unless the circumstances described in the following clause 1.6 apply: 1.5.1 the maximum amount of electricity provided by way of the PV/Battery Supply will be the "Free Monthly Electricity Amount" described in the Acceptance Form; and
1.5.2 we will have the right to set the solar PV and battery system to operate in such a way that once you have had this maximum amount of electricity in any relevant month, we can stop you receiving any further amounts of PV/Battery Supply for the remainder of that month.

1.6 Circumstances in which we will agree to provide you with more than the Free Monthly Electricity Amount are as follows:
1.6.1 you ask us to let you have more than this amount of electricity, on the understanding that you will have to pay us for this in line with clauses 3 and 4 below; and 1.6.2 you set up and keep in place a Direct Debit arrangement (or alternative payment method agreed by us), in line with clause 4 below, as a way of paying us for the relevant additional electricity provided to you (this being "Additional Electricity" as described in the Acceptance Form). If you fail to comply with your obligations under clause 4 and we then exercise a right under clause 4 to stop providing you with Additional Electricity, we will not have any obligation to provide you with Additional Electricity in future periods, even if you ask us to do so.

1.7 We have the right to export to the grid and sell to someone else any electricity generated by the solar PV and battery system which is not used by you at the Property.

1.8 The supply of electricity under this PPA-B (meaning the PV/Battery Supply as described above) is conditional upon satisfactory results of any appropriate credit or reference checks that we may choose to carry out.

1.9 If this PPA-B comes into existence before you move into the Property, then the start date for the PV/Battery Supply will generally be the date you move into the Property. If this PPA-B only comes into existence after you have moved into the Property, then the start date for the PV/Battery Supply will generally be the date that this PPA-B comes into existence. However, a different start date may apply in certain circumstances where we choose to carry out certain checks first (see clause 1.8 above) and/or where we first need to set up the solar PV and battery system so it is capable of supplying electricity to the Property – in these circumstances, we will write to you to tell you what the start date will be.

1.10 Please note that in making the PV/Battery Supply, we are not acting as a licensed electricity supplier and so will not be subject to the same rules as those which apply to a supplier who operates under an electricity supply licence granted by the energy regulator, Ofgem.

1.11 As well as the PV/Battery Supply, we will provide you, free of charge, with LED light bulbs for all the fixed light fittings at the Property. The particular conditions which apply to this arrangement are as follows:
1.11.1 LED light bulbs will only be provided for fixed light fittings, so not (for example) any table lamps or free-standing lamps which are plugged in to a three pin socket;
1.11.2 where an LED light bulb we have provided stops working due to it being faulty or it having worn out, we will provide a replacement free of charge. For clarity, we will not be required to provide a free replacement for any light bulb which gets broken or damaged through no fault on our part;
1.11.3 we will stop having any obligation to provide you with free LED light bulbs if you end the PV/Battery Supply under clause 8 (because you do not want certain proposed changes to the PPA-B to apply to you) or we end it under clause 12.4 (because you have not complied with the PPA-B in some way). However, if we choose to end the PV/Battery Supply under clause 12.2 (which allows us to end the PV/Battery Supply without needing to give you any particular reason for this), we will continue to provide you with free light bulbs until the Expiry Date or, if earlier, the date your tenancy of the Property comes to an end.

2. Your cancellation rights

2.1 You may cancel this PPA-B by notifying us of your desire to cancel within 14 days of signing the Acceptance Form. Just email us at info@cepuk.co.uk (quoting your account number) or alternatively contact us by phone at 0333 015 9276 and we will guide you through the process. You do not need to give a reason for cancelling, it is sufficient that you have just changed your mind. If you cancel within 14 days the PPA-B will come to an end and you will not have to buy any solar generated electricity from us.

3. Prices (for Additional Electricity, beyond the Free Monthly Electricity Amount)

3.1 You do not have to pay us anything for the Free Monthly Electricity Amount (as described in the Acceptance Form).

3.2 You will have to pay us for any Additional Electricity (as described in the Acceptance Form) on the basis of the prices described in the following clauses 3.3 to 3.9.

3.3 For each pricing period under the PPA-B (see clause 3.5 below for what we mean by a pricing period), the basic price (per kWh unit) for the Additional Electricity (before taking into account, where applicable, the "Price Match Promise" as described further on in this clause 3) will be the price that we tell you is the "Battery Fair Market Price" (or "BFMP"), as calculated in accordance with clauses 3.5 to 3.9 below, for that pricing period.

3.4 For the first pricing period under the PPA-B, as described in the Acceptance Form, the relevant basic price (per kWh unit) for the Additional Electricity will be the price set out in the Acceptance Form as applying for this initial period.
Battery Fair Market Price (BFMP)

3.5 Except for the first pricing period, each pricing period for which we calculate the Battery Fair Market Price (BFMP) will be a 3 month long period which starts on one of the following dates: 1st April; 1st July; 1st October and 1st January. The first pricing period will be the period which lasts from the date the PPA-B starts (see clauses 1.8

and 1.9 above) until (but not including) whichever of the following dates is relevant – the next following 1st April (if the PPA-B starts on or after 1st January and before 1st April); the next following 1st July (if the PPA-B starts on or after 1st April and before 1st July); the next following 1st October (if the PPA-B starts on or after 1st July and before 1st October); or the next following 1st January (if the PPA-B starts on or after 1st October and before 1st January). For clarity, this means that (as set out in the Acceptance Form) the first pricing period will be less than 3 months long where the PPA-B starts on any date other than 1st April, 1st July, 1st October or 1st January.

3.6 The Battery Fair Market Price (BFMP) for any pricing period will be 33.33% (one third) less than what we estimate, acting reasonably, will be the average unit price (the price per kWh) charged for a supply of grid electricity to domestic customers in the Midlands region by the six largest electricity suppliers at the time. For these purposes, for as long as the energy regulator, Ofgem, continues to publish a "price cap" (or "Default Tariff Cap" using Ofgem's official wording) for the supply of grid electricity to domestic customers in the Midlands region (the "Ofgem Price Cap"), we will base our estimate of relevant average prices on what we estimate the relevant Ofgem Price Cap will be. This means that the Battery Fair Market Price (BFMP) for a particular pricing period will be 33.33% lower than what we estimate, acting reasonably, the relevant Ofgem Price Cap will be during that period.

3.7 We will contact you prior to the start of each pricing period to tell you what the Battery Fair Market Price (BFMP) during that pricing period will be.

3.8 During each pricing period, and for as long as there continues to be an Ofgem Price Cap, we will monitor the actual Ofgem Price Cap and make sure that the Battery Fair Market Price (BFMP) we charge you for the Additional Electricity each month is 33.33% lower than the applicable Ofgem Price Cap for that month.

3.9 We will let you know both the Battery Fair Market Price (BFMP) and the applicable Ofgem Price Cap so that you can see how our pricing compares.

Price Match Promise

3.10 Subject to certain conditions, as set out in clause 3.11 below, if for a particular pricing period the price you will be charged for your Grid Electricity Supply during that same period will be lower than the Battery Fair Market Price (BFMP), we will reduce the price that we charge you for Additional Electricity so that it matches the lower price you will be charged for your Grid Electricity Supply. This price matching arrangement is our "Price Match Promise".

3.11 The conditions which apply to our Price Match Promise are as follows:
3.11.1 the relevant electricity supplier who is providing you with your Grid Electricity Supply must be a licensed electricity supplier and must have accepted you as its customer;
3.11.2 the relevant price for your Grid Electricity Supply must be a fixed price which applies for a period of at least 12 months;
3.11.3 you must 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 its pricing offer to you;
3.11.4 when calculating the price of your Grid Electricity Supply for comparison purposes, we will take into account discounts or cashback offers on the price of electricity, but not any discounts or cashback offers on other products or services;
3.11.5 when calculating the price of your Grid Electricity Supply for comparison purposes, we will exclude prices which apply to any of the following amounts of electricity: (i) electricity used to charge electric/hybrid vehicles; (ii) 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 (iii) electricity used otherwise than in the normal and reasonable operation of your Property for residential use.

Calculation of our charges

3.12 Our charges for Additional Electricity will be based on: (a) the number of units (kWhs) of Additional Electricity, as generated by our solar PV and battery system, which are consumed at the Property in any relevant billing period, (this may be estimated by us if an actual read cannot be obtained), multiplied by the basic price (per kWh unit) for Additional Electricity, plus (b) all taxes or levies associated or imposed on the supply of Additional Electricity at the prevailing rates. These taxes and levies include VAT which will be added to the basic price for Additional Electricity, so any increase (or decrease) in the rate of VAT will also change the amount you pay to us.

4. Payment (including for Additional Electricity, beyond the Free Monthly Electricity Amount)

4.1 You must pay us the charges for the PV/Battery Supply which are described in clause 3 of this PPA-B, together with any other reasonable charges which you may separately agree to pay us in relation to arrangements connected with this PPA-B.

4.2 We will send you regular bills or statements. Your bill or statement will show your energy use, the relevant price per unit of electricity, your estimated annual consumption and your estimated annual total bill.

4.3 You must pay us via Direct Debit unless we have specifically agreed an alternative payment method with you and so, amongst other things, you must ensure that once you have set up a Direct Debit arrangement (or other agreed alternative payment method, where applicable) you do not then cancel it without then setting up another one and that you have enough money in the relevant bank account to enable payments to be taken at the times required by this clause. Payments are due 17 days after we have sent you your bill and if payment remains outstanding after this 17 day period your account will be in arrears.

4.4 If for any reason we are unable to collect a Direct Debit payment (or, where applicable, payment via an alternative payment method agreed with you) on the date it is due to be collected, we will try to contact you by email and/or by phone and then by letter.

4.5 Should any amounts remain unpaid after the date of the first reminder to you, we will have the right to do either or both of the following things:
4.5.1 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;
4.5.2 stop providing you with any Additional Electricity.

4.6 In addition to our rights under clause 4.5, if we become aware that you no longer have an active Direct Debit arrangement (or other agreed alternative payment method, where applicable) in place for paying our charges under this PPA-B, and you fail to rectify this after we have contacted you to say that you need to rectify this, we will have the right to stop providing you with any Additional Electricity.

4.7 For clarity, even if we do exercise our rights under clauses 4.5 or 4.6 to stop providing you with Additional Electricity, this will not affect your entitlement to continue receiving the Free Monthly Electricity Amounts in future periods for as long as this PPA-B continues to apply.

4.8 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.

5. Meters, inspection, testing and operation

5.1 The PV/Battery 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 and battery system and the electricity units forming the PV/Battery Supply.

5.2 We reserve the right to test the relevant meter(s) periodically at our expense.

6. Ownership and operation of the solar PV and battery system
Please note: this clause will continue to apply in certain circumstances even if the PV/Battery Supply comes to an end – see clause 12.8 for more detail.

6.1 We will not charge you for any costs relating to the installation and ongoing operation and maintenance of the solar PV and battery system (including, but not limited to, the cost of any internal/external wiring and/or any electrical equipment that we install at the Property). You will not have any right, ownership or claim upon the solar PV and battery system which will belong always to us or our successors. As we will be paying all costs relating to the installation and maintenance of the solar PV and battery system, we will be intending to earn money from operating it – as well as charges for any Additional Electricity sold to you (where applicable), this could include money earned from selling electricity and providing services to others, such as the electricity grid operator, or receiving other benefits (see clause 6.7 below).

6.2 Subject always to clauses 6.3 to 6.6 below and clause 9, responsibility and risk of loss for any property damage or injury to persons caused by the PV/Battery Supply will be our responsibility up to and including any meter installed in accordance with clause 5 above.

6.3 You must inform us, as soon as possible after becoming aware of the situation, in the event of any malfunction or emergency of or related to the solar PV and battery system or electrical systems at the Property that creates an imminent risk of damage or injury to person or property. In these circumstances, 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.

6.4 You must tell us as soon as possible after becoming aware of any damage to or related to the solar PV and battery 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 0333 015 9276 or email info@cepuk.co.uk, quoting your account number. You must also tell us as soon as possible if you receive any notice or other communication from someone else (such as the local grid company or the supplier providing your Grid Electricity Supply or one of your neighbours) which might be relevant to the operation of our solar/battery system.

6.5 You must not do any of the following things, and must ensure that members of your household do not do any of the following things (in each case, either directly or by asking or allowing someone else to do so):
6.5.1 damage, interfere or tamper with, alter or move the solar PV and battery system (in whole or in part, and including (as some examples, but not an exhaustive list, of things which amount to interference) doing anything which causes the solar PV and battery system to be switched off or disconnected from the mains electricity grid or which obstructs the flow of light to the solar part of it) as this could decrease the output or efficiency and/or performance of the solar PV and battery system; or
6.5.2 do anything else which would reduce the amount of electricity which the solar PV and battery system is capable of generating and/or negatively affect our ability to earn money from operating the solar PV and battery system, including our ability to receive any of the benefits/revenues referred to in clause 6.7 below.
The only exception to this requirement is for something which you (or one of the members of your household) do with our specific permission (which we will give you where it would be reasonable for us to do so).

6.6 If from time to time there is anything, within your reasonable control, that we need you to do to keep the solar PV and battery system fully operational with the expected level of performance and/or enable us to earn the expected amounts of money from it (including through receiving any of the expected benefits/revenues referred to in clause 6.7 below), then you must do that thing, in line with any reasonable instructions we may give you at the time, if we reasonably ask you to do so.

6.7 You agree that:
6.7.1 we are entitled to receive any renewable electricity benefits or other kinds of benefits or revenue associated with the generation of electricity from the solar PV and battery system installed at the Property and the exporting to the grid of any electricity not supplied to you, including benefits or revenue associated with any relevant government schemes and benefits or revenue arising by way of receiving money from someone else for electricity that we export to the grid and/or services that we provide using the solar PV and battery system; and
6.7.2 we may transfer these benefits/revenue streams to any third party without your consent.

6.8 If as a result of you failing to comply with this PPA-B (including any of your obligations under the preceding parts of this clause 6) any damage is caused to the solar PV and battery system and/or we suffer any loss of reasonably expected revenue associated with the solar PV and battery system, then (without affecting any other right we may have) you will be responsible for compensating us for the relevant damage and/or loss of revenue.

7. Access to the Property
Please note: this clause will continue to apply in certain circumstances even if the PV/Battery Supply comes to an end – see clause 12.8 for more detail.

7.1 You must allow 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 solar PV and battery system and, in the circumstances described in clause 12.7, to do any necessary reconfiguration of the solar PV and battery system. We will always endeavour to contact you in advance (where possible) to let you know if we require access to your Property and seek to agree a mutually convenient time to visit the Property, but please note that this may not be possible in the event of an emergency.

7.2 You agree that physical access to the solar PV and battery system in your Property will not be obstructed.

7.3 Our rights of access will 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.

7.4 In all cases, other than an emergency and our requirement to inspect and take meter readings, our rights to gain access to the Property will be subject to any applicable statutory and/or regulatory restrictions.

7.5 Any person visiting or seeking access to the Property on our behalf will comply with all relevant health and safety standards and will carry appropriate identification.

8. Changes to the PPA-B
Please note: this clause will continue to apply in certain circumstances even if the PV/Battery Supply comes to an end – see clause 12.8 for more detail.

8.1 If changes in law or regulation occur which adversely affect the UK electricity market, the solar PV and/or battery market and/or electricity suppliers in the UK and which have a significant impact on how we operate the solar PV and battery system and/or provide the PV/Battery Supply, we may make what we consider, acting reasonably, to be appropriate changes to the PPA-B, including to the Battery Fair Market Price (BFMP) and its calculation. If we do so, we will inform you of any changes at least 45 days prior to the relevant change taking effect or (if this is not possible) as soon as it is reasonably practicable to do so. If the changes have a significant adverse effect on your rights or obligations in relation to the PV/Battery Supply, you may bring the PV/Battery Supply to an end, as long as you tell us in writing of your decision within 30 days of receipt of the letter from us notifying you of the changes – see clause 12.8 for more detail on which parts of this PPA-B will then continue to apply.

8.2 Except in the circumstances described in clause 8.1 above, no changes can be made to the PPA-B unless agreed in writing by both you and us.

8.3 Your rights and obligations under the PPA-B are personal to you and you may not transfer any of them to any third party without our permission in writing. We may transfer our rights and obligations under the PPA-B to a company who is legally entitled to take on the relevant rights and obligations and we may also transfer some or all of our rights under the PPA-B by way of security to any third party providing funding to us.

9. Liability

9.1 We are responsible for loss or damage you suffer that is a foreseeable result of our breaking the terms of the PPA-B or our failing to use reasonable care and skill when carrying out activities relating to this PPA-B, other than business losses of the kind described in clause 9.5 below.

9.2 We will not be treated as having broken the terms of this PPA-B where we are hindered, delayed or prevented from carrying out any of our obligations under the PPA-B by circumstances which are beyond our reasonable control.

9.3 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products and for defective products under the Consumer Protection Act 1987.

9.4 If we are carrying out activities in the Property, we will make good any damage to the Property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to the Property that we discover while installing the solar PV and battery system or carrying out maintenance activities.

9.5 The PV/Battery Supply is for domestic and private use only. If you use the PV/Battery Supply for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity, even if we, or anyone acting on our behalf, did break the terms of the PPA-B or fail to use reasonable care and skill when carrying out activities relating to this PPA-B.

9.6 Nothing in these terms and conditions will alter your liability which you may have under any tenancy with your landlord.

10. Data protection

10.1 For the purposes of this clause 10, the following words will have the following meaning: "Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK, including the Data Protection Act 2018, "UK GDPR", the Privacy and Electronic Communications Regulations 2003 and the guidance and codes of practice issued by the Information Commissioner or any other relevant regulatory authority.

10.2 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:
10.2.1 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;
10.2.2 verify your identity when you make enquiries by phone, email or letter; and
10.2.3 demonstrate and test computer systems.

10.3 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.

10.4 We may use your information in order to comply with our legal obligations. This includes using your information in order to:
10.4.1 detect debt, fraud, or loss or make credit or similar enquiries into your financial standing (for example by giving this information to a credit-reference agency); and
10.4.2 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).

10.5 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.

10.6 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 0333 015 9276 or by email to info@cepuk.co.uk and giving us your account details.

10.7 If we suspect someone has committed fraud or stolen energy by tampering with the meter or diverting the PV/Battery 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/Battery 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 the 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.

10.8 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 0333 015 9276 or by email to info@cepuk.co.uk to exercise such rights or if you have any questions on how we use your personal information.
10.9 We will always handle your personal data in accordance with our Privacy Policy and our responsibilities and obligations under the Data Protection Legislation.

11. Complaints

11.1 If you are dissatisfied with the level of service that you receive or you disagree with your bill or our measurement of the PV/Battery Supply to the Property, you can lodge a complaint by contacting us on 0333 015 9276 or by email to info@cepuk.co.uk, quoting your account number.

11.2 If you are still dissatisfied, or 8 weeks have passed since you first registered your complaint with us, you can contact Citizens Advice at www.citizensadvice.org.uk, who can investigate your complaint on a free and independent basis.

12. Ending the PV/Battery Supply

12.1 The PV/Battery Supply will end either on the "Expiry Date" set out in the Acceptance Form or any earlier date on which the PV/Battery Supply is brought to an end in one of the following ways:
12.1.1 you end the PV/Battery Supply under clause 8.1 (because you do not want certain proposed changes to the PPA-B to apply to you);
12.1.2 we end the PV/Battery Supply under clause 12.2 (which allows us to end the PV/Battery Supply without needing to give you any particular reason for this) or clause 12.14 (because you have not complied with the PPA-B in some way); or
12.1.3 you end the PV/Battery Supply under clause 12.3 (which allows you to end the PV/Battery Supply early by completing an "End of Supply Form" and paying us an "End of Supply Charge"); or 12.14 you leave the Property (see clauses 12.5 and 12.6 below).

12.2 We will have the right to end the PV/Battery Supply early at any time, without needing to give you any reason for this, as long as we give you at least three months' written notice.

12.3 You will have the right to end the PV/Battery Supply early at any time as long as you complete and send to us the "End of Supply Form" provided to you as part of this PPA-B and pay us the "End of Supply Charge" which is described in this End of Supply Form. For clarity, the PV/Battery Supply will not end until the relevant End of Supply Form has been completed and sent to us and the relevant End of Supply Charge has been paid to us in full. A copy of the End of Supply Form can be found on our website.

12.4 We will also have the right to end the PV/Battery Supply immediately, on telling you that this will be happening, for the following reasons:
12.4.1 you fail to pay us any charges which you are required to pay us under the PPA-B and you have still not paid the full amount owing to us 14 days after we have given you a written reminder about the need to pay us the overdue amount; or
12.4.2 you fail to comply with any other terms of this PPA-B in a serious way and do not then take, within a reasonable period of time specified by us, any steps which, acting reasonably, we ask you to take to rectify that failure.

Leaving the Property

12.5 If you intend to leave the Property at any time prior to the Expiry Date, you must give us a minimum of 30 days written notice and provide us with your new address.

12.6 Where you have given us the required 30 days of notice in advance of the date that you actually leave the Property, then you will stop being responsible for paying for the PV/Battery Supply (and this PPA-B as a whole will come to an end) on the date that you leave the Property. Alternatively, if you have not given us the required 30 days of advance notice, you will remain responsible for paying us for any electricity generated by the solar PV and battery system which is used in the Property after the date you leave the Property up to the earlier of: (a) the date that is 30 days after the date on which we received notice of you leaving; or (b) the date when a new occupier of the Property agrees with us to start paying for the PV/Battery Supply. In any case, even after you have left the Property, you will remain responsible for paying us, in line with clauses 3 and 4 above, for any Additional Electricity which was used at the Property before you left it (but only where you had previously asked us to provide you with Additional Electricity).

Not leaving the Property – but PV/Battery Supply still ending

12.7 If the PV/Battery Supply comes to an end in circumstances where you are not leaving the Property on the relevant end date, we will do what we reasonably can to reconfigure the solar PV and battery system so that, from this end date or otherwise (if not possible from the end date itself) as soon as possible after this end date, all electricity generated by the solar PV and battery system is exported to the grid. Until this happens, you will remain responsible for paying us, in line with clauses 3 and 4 above, for any Additional Electricity which is used at the Property (but only where you had previously asked us to provide you with Additional Electricity).

12.8 In circumstances where you are not leaving the Property, but the PV/Battery Supply has come to an end due to you ending it under clause 8.1 (because you do not want certain proposed changes to the PPA-B to apply to you), you ending it under clause 12.3 (at your choice, where you are willing to pay us the relevant End of Supply Charge) or us ending it under clause 12.4 (because you have not complied with the PPA-B in some way), then certain parts of this PPA-B will continue to apply until you actually leave the Property. Specifically, clause 6 (Ownership and Operation of the Solar PV System), clause 7 (Access to the Property) and clause 8 (Changes to the PPA-B) will continue to apply until you actually leave the Property.

12.9 In circumstances where you are not leaving the Property, but you have chosen to cancel the PPA-B under clause 2 within 14 days of signing the Acceptance Form, then the whole of the PPA-B will end on the relevant cancellation date or PV/Battery Supply end date whichever is sooner. The whole of the PPA-B, apart from clause 1.11 (provision of free LED light bulbs), will also end if we choose to end the PV/Battery Supply under clause 12.2 (which allows us to end the PV/Battery Supply without needing to give you any particular reason for this).

Continuation of certain PPA-B terms

12.10 Certain clauses in this PPA-B are, by their nature, intended to continue applying even after the PPA-B has come to an end as a whole. These clauses, which include clause 9 (Liability), will not require you to take any particular actions but would apply if (for example) any claims were to be made by you or us after the relevant end date.

13. General

13.1 Our notices to you will be sent to your billing address. You must send notices to us at 71–75 Shelton Street, London, WC2H 9JQ 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.

13.2 The laws of England and Wales (and the exclusive jurisdiction of the courts of England and Wales) will apply to the PPA-B.

13.3 No third party will be entitled to enforce the PPA-B under the Contracts (Rights of Third Parties) Act 1999.

CEP

Civic
Energy
Partnership

Ready to start saving?

0333 015 9276

info@cepuk.co.uk

Monday to Friday, 9am to 5.30pm.
Our team will answer your questions, explain how the scheme works and talk you through the next steps.

What happens when you call?

You'll speak to a real person. They'll explain the solar and battery scheme, answer any questions and, if you want to go ahead, help you through the next steps.

Here when you need us

If you ever have a question about your solar panels, battery, electricity or account, our team is here to help.

Billing queries or complaints

If you have a question about your account or bill, call us on 0333 015 9276.
Not happy with something? Email info@cepuk.co.uk and we'll do our best to sort it out.





