

**POWER PURCHASE AGREEMENT- BATTERY (PPA-B) FOR SUPPLY & PURCHASE OF ELECTRICITY FROM DOMESTIC
ROOFTOP SOLAR PV & BATTERY SYSTEM**

**PPA-B ACCEPTANCE
FORM**

In this Acceptance Form, “we”, “us” or “our” means Community Energy Scheme Stoke Limited, “you” means the customer named below and other capitalised expressions have the meaning given to them in our “Terms and Conditions” as described below.

The documents forming this PPA-B (standing for “Power Purchase Agreement-Battery”) contract between you and us (referred to below as the “PPA-B”) are: (a) this Acceptance Form; (b) our “Terms and Conditions” (as attached to this Acceptance Form) and (c) an “End of Supply Form” (as attached to this Acceptance Form) which we refer to at clause 12 of our Terms and Conditions. Also relevant to the PPA-B is our “Privacy Policy”, as available on our website at www.communityenergyscheme.com, describing how we will use your personal data.

Customer Full Name (referred to in this PPA-B as “you” or your”)	
Customer Reference Number	
Customer Contact Details (including email address)	
Existing Grid Electricity Supplier details and Customer Reference Number	
Property Address (referred to in this PPA-B as the “Property”)	
Key Facts	You rent (or wish to rent) the Property where we have installed (or intend to install) a rooftop solar photovoltaic (PV) system and a battery storage system. We will supply you under this PPA-B with a certain amount of electricity - see box below headed “Amount of electricity we will supply”. This may or may not be more than the “Free Monthly Electricity Amount” described in this box. If we agree to supply you with more than the Free Monthly Electricity Amount, you will have to pay us for this additional electricity – see box below headed “Paying for Additional Electricity (beyond the Free Monthly Electricity Amount)”. Even if we agree to supply you with more than the Free Monthly Electricity Amount, we will not be able to supply you with all the electricity you need at the Property. You will therefore need to maintain a grid electricity supply to the Property with an alternative supplier who can provide you with electricity from the mains grid. This PPA-B will continue until the “Expiry Date” - meaning (as set out below) the date that is 25 years after the date on which we signed the lease with your landlord for the solar PV system at the Property. However, as further described in clause 12 of the Terms and Conditions, some or all parts of this PPA-B may end before the Expiry Date, including where your tenancy of the Property ends before this date. You have the right to change your mind and cancel this PPA-B within 14 days of the date of signing it. Please see clause 2.1 of the Terms and Conditions for more information. We reserve the right to undertake any credit referencing before commencing supply. Your personal information (including sensitive personal data or special categories of personal data (e.g. criminal records) will be collected, processed and may be shared in accordance with clause 10 of the Terms and Conditions and our Privacy Policy. By ticking the boxes below you will be confirming that you specifically agree to the following marketing activity: that Community Energy Scheme Stoke Limited may provide you with information about promotional offers and marketing material; and that that other companies related to Community Energy Scheme Stoke Limited may provide you with information about promotional offers and marketing material. Please note you may withdraw your consent to this marketing activity at any time by contacting us by telephone on 01782 438 427 or by email to stoke@communityenergyscheme.com

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Expiry Date	This means the date that is 25 years after the date on which we signed the lease with your landlord for the installed the solar PV system at the Property – see next two sections in this table below. The date on which we entered the lease for the installed the solar PV system at the Property may or may not be the same as the date on which we installed a battery storage system at the Property. See also clause 12 of the Terms and Conditions for more detail on the circumstances in which some or all parts of the PPA-B may end before this date, including where your tenancy of the Property ends before this date..
Date we entered the lease for the installed solar PV system	
Number of years left before Expiry Date	
Amount of electricity we will supply	Each month, we will supply you, for free, with up to a certain value of electricity. We describe this free amount of electricity as being the “Free Monthly Electricity Amount”. For the first pricing period under this PPA-B, ending [30th September 2026], the Free Monthly Electricity Amount will be £20 (twenty pounds) and we will use the Ofgem Price Cap (see clause 3.6 of the Terms and Conditions) to calculate the number of units of electricity which this monthly value corresponds to. To illustrate how this works ,and taking the starting value of £20 for the first pricing period up to [30th September 2026]: - the Ofgem Price Cap is currently 25.33 pence per unit (kWh) of electricity £20 = 2,000 pence 2,000 divided by 25.33 equals, when rounded to the nearest whole number, 78.96 - the Free Monthly Electricity Amount will therefore correspond to 78.96 kWh of electricity From [1st April 2027] and then from 1st April in each subsequent year, we will adjust the Free Monthly Electricity Amount to reflect inflation over the previous 12 month period, as measured according to the government’s “CPIH” index of inflation. We will continue to use the then current Ofgem Price Cap to calculate the number of units of electricity the adjusted Free Monthly Electricity Amount corresponds to, unless the Ofgem Price Cap stops being published (in which case the price we will use for these purposes will be what we estimate, acting reasonably, is the average unit price (the price per kWh) charged for a supply of grid electricity to domestic customers in theMidland region by the six largest electricity suppliers at the time). The way our solar PV and battery system works means that, once you have used the Free Monthly Electricity Amount in a particular month, we are able to stop supplying you with any more electricity. If we did then stop supplying you with any more electricity, this would mean that any electricity you use at the Property during the rest of that month would be electricity supplied to you from the mains grid via your grid supplier. Where you would like us to supply you with more than the Free Monthly Electricity Amount each month, you must agree to pay us for this via a direct debit arrangement or other agreed method, in line with the price and payment terms described in the next box below. We describe additional electricity of this kind as being “Additional Electricity”.
Paying for Additional Electricity (beyond the Free Monthly Electricity Amount)	For any Additional Electricity we supply to you (beyond the Free Monthly Electricity Amount), the price you pay will be the “Battery Fair Market Price” (BFMP), as described in clause 3 of the Terms and Conditions and confirmed to you ahead of each pricing period in accordance with that clause. For the first pricing period which ends on [30th September 2026], the price (the BFMP) will be 17.13 (seventeen point thirteen) pence per kWh, plus VAT. The overall cost to you of Additional Electricity supplied under the PPA-B may be lower than the Battery Fair Market Price (BFMP) referred to above if our “Price Match Promise” (as described in clause 3 of the Terms and Conditions) applies. You must set-up and keep in place a monthly direct debt arrangement, or agreed alternative payment method, with us so that we can take monthly payments from you, based on the price described above, for any Additional Electricity which you use (beyond the Free Monthly Electricity Amount).

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	<i>If the relevant direct debit arrangement or agreed alternative payment method stops being effective (for example, because you cancel it) then we will have the right to stop supplying you with any Additional Electricity (beyond the Free Monthly Electricity Amount).</i> <i>Please see clause 4 of the Terms and Conditions for more detail on the payment terms that will apply to Additional Electricity.</i>
Confirmation of whether or not you would like to be supplied with Additional Electricity (understanding you would have to pay for this on the basis outlined in the box above)	<i>By ticking the appropriate box below, you will be confirming whether or not you would like to be supplied with Additional Electricity (beyond the Free Monthly Electricity Amount):</i> <i>Yes, I would like to be supplied with Additional Electricity on the basis outlined in the box above</i> <i>No, I do not want to be supplied with Additional Electricity (beyond the Free Monthly Electricity Amount)</i>

By signing this Acceptance Form, you will be confirming that you agree to the terms of this PPA-B, including: (i) the price and other details set out in this Acceptance Form; and (ii) our Terms and Conditions (as attached to this Acceptance Form).

As soon as you sign this Acceptance Form, a PPA-B contract between you and us (based on this Acceptance Form and our Terms and Conditions) will then come into existence and be binding on you and us. However, if at the time of signing this Acceptance Form, you have not yet moved into the Property, then:

- all of the obligations on you and us under this PPA-B will be conditional on you moving into the Property in the next 90 days (or any longer period we might agree with you for these purposes);
- if you do move into the Property in the next 90 days (or any longer period we might agree with you for these purposes) this PPA-B will start to apply from the date you move in – although see clause 1.9 of the Terms and Conditions for more detail on when the supply of electricity by us under the PPA-B will start;
- if you do not end-up moving into the Property in the next 90 days (or any longer period we might agree with you for these purposes), the obligations on you and us under this PPA-B will never become applicable and this PPA-B will just come to an end without you or us ever having to do anything under it.

CUSTOMER SIGNATURE	COMMUNITY ENERGY SCHEME STOKE LIMITED SIGNATURE
(Put your signature in the space above)	
Print name:	Print name:
Dated:	Dated:

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PPA-B TERMS AND CONDITIONS

(Please read these Terms and Conditions and keep them safe for future reference.)

1. Supply of PV & Battery Generated Electricity & 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 COMMUNITY ENERGY SCHEME STOKE Limited, whose registered office is at Suite 6 Broadmeads Pumping Station, Hertford Road, Ware, Hertfordshire, SG12 9HL ("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:

151 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

152 we will have 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:

161 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

162 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:

1111 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;

1112 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;

1113 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 stoke@communityenergyscheme.com (quoting your account number) or alternatively contact us by phone at 01782 438 427 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

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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:

3111 the relevant electricity supplier who is providing you with your Grid Electricity Supply must be a licenced electricity supplier and must have accepted you as its customer;

3112 the relevant price for your Grid Electricity Supply must be a fixed price which applies for a period of at least 12 months;

3113 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;

3114 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.

3115 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:

451 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;

452 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 & Operation of the Solar PV & 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 on-going 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 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 01782 438 427 or by email to stoke@communityenergyscheme.com, 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):

651 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

652 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.

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6.7 You agree that:

671 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

672 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 9.6 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:

1021 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;

1022 verify your identity when you make enquires by phone, email or letter; and

1023 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:

1041 detect debt, fraud, or loss or make credit or similar enquires into your financial standing (for example by giving this information to a credit-reference agency); and

1042 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 01782 438 427 or by email to stoke@communityenergyscheme.com 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

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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 01782 438 427 or by email to stoke@communityenergyscheme.com 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 our customer service department on 01782 438 427 or by email to stoke@communityenergyscheme.com, 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 Staffordshire North & Stoke on Trent, Cheapside, Hanley, Stoke on Trent ST1 1HL, Phone: 01782 408625 or email moneyadvice@CASNS.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:
- 1211 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);
 - 1212 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 12.4 (because you have not complied with the PPA-B in some way); or
 - 1213 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
 - 1214 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 right to end the PV/Battery Supply immediately, on telling you that this will be happening, for the following reasons:
- 1241 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 given you a written reminder about the need to pay us the overdue amount; or
 - 1242 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 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 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 1.9 (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 and 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 Suite 6 Broadmeads Pumping Station, Hertford Road, Ware, Hertfordshire, SG12 9HL 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.