

# Terms and Conditions for the provision of the Community Power Clean Export Guarantee (CEG)

These are our terms and conditions for providing the Clean Export Guarantee (CEG) Tariff to customers who are eligible to receive it. They apply to you once you have agreed to receive the CEG Tariff from Community Power and are in force where any renewable self-consumer is in receipt of the Community Power CEG.

Extra terms and conditions apply to your Supply Contract with us including all or some of the following:

- \* Any specific terms and conditions that apply to the Supply tariff you have chosen. We will ensure to advise you of these at time of sign up and provide you with any detail in our welcome pack.
- \* Any terms and conditions that apply to the use of our website will be available online at [www.communitypower.ie](http://www.communitypower.ie).
- \* Any specific terms that relate to your smart meter or a smart tariff.

These terms and conditions apply to you in conjunction with your supply contract terms and conditions.

Our Privacy Policy sets out the ways in which we process any information you provide us with. We recommend that you read our Privacy Notice, to understand your data protection rights and how we collect and use your Personal Data. Our privacy notice can be found on our website at [www.communitypower.ie](http://www.communitypower.ie)

All terms and conditions are based on and compliant with the Commission for Regulation of Utilities (CRU) decisions and guidance along with the Department of Energy and Climate Change (DECC) Microgeneration Support Scheme (MSS).

We may update these terms and conditions from time to time. We will always ensure that the latest version is available to you in writing upon request.

## 1. Eligibility

The renewables-self consumer who wishes to export electricity generation back into the grid must have installed Micro-generation or Mini-generation and have submitted a completed NC6 or NC7 form to ESBN. The forms are available from the ESBN website [www.esbnetworks.ie](http://www.esbnetworks.ie)

- 1.1. Following the processing of the NC6 or NC7 form, ESBN will update the market systems with the appropriate MEC (Maximum Export Capacity). Until such time that the MEC is updated in the market systems and communicated to Community Power, the Renewable Self Consumer will not be eligible for CEG payment.
- 1.1. Micro-Generation includes capacity range of up to 6 kVA (single phase) and up to 11 kVA (three phase).
- 1.2. Mini-Generation includes capacity range >6kVA to 17 kVA (single phase) and >11 kVA to 50kVA (three phase).
- 1.3. Community Power must be provided with a MEC value from ESBN via market systems in order for the Renewable self-consumer to receive CEG credit.
- 1.4. For existing Community Power customers who install Micro-Generation or Mini-Generation, Community power will use the effective MEC date received from ESBN as the start date of the CEG contract.
- 1.5. A renewable self-consumer must be registered to Community Power for the supply of their electricity if they are to be eligible to receive a CEG. Both import and export must be managed by Community Power to be eligible to receive the CEG Credit.
- 1.6. A renewable self-consumer is eligible to receive the CEG credit from Community Power as of 15<sup>th</sup> February 2022 provided they received electricity supply prior to this date. New self-consumers to Community Power are eligible for CEG payments upon sign up and supply of electricity, along with sign up to these terms and conditions.
- 1.7. Any customer who cancelled their supply contract with Community Power after 15<sup>th</sup> February 2022 is due only the CEG payment from 15<sup>th</sup> February 2022 until the point they switched to another electricity supplier.
- 1.8. To qualify for Micro-Generation a site must contain a
  - smart meter
  - installed operational Micro-Generation and
  - a MEC exists in market systems

Where a site is **eligible** for Microgen CEG payment, actual export data will be sent to Community Power by ESBN which will be used to calculate the CEG credit due to the Renewable Self Consumer. In some cases, this data may be deemed based off ESBN calculations.

- 1.9. To qualify for Mini-Generation a site must contain a
  - installed operational Mini-Generation and
  - a MEC exists in market systems

Where a site is **eligible** for Minigen CEG payment deemed data will be sent to Community Power by ESNB which will be used to calculate the CEG credit due to the Renewable Self Consumer.

1.10. If a site contains

- installed operational microgeneration
- a MEC exists in market systems
- **No smart meter** BUT the current meter is within scope to receive a smart meter as part of the ESNB led deployment approach under the NSMP (National Smart Metering Programme),

The site is **not eligible** to receive a CEG payment until a Smart Meter has been installed. Self Consumers who are eligible for a smart meter but who have opted out of NSMP will not be eligible for CEG payments until they choose to opt back into the programme and have a Smart Meter installed.

This is supported by CRU decision CRU/21131 which states “For clarity, customers with 24 hour tariffs (r MCC01) meters are currently eligible for a smart meter installation as part of the ESB Networks led deployment approach at the time of publication. Any MCC01 customers that have not yet had a smart meter installed, will not be eligible for remuneration on the basis of ‘deemed’ export quantities during the 4 month wait period for their smart meter installation.”

As of the 11<sup>th</sup> of September 2023, any MCC02 (Day/Night) self consumers will be required to have a smart meter installed to receive any CEG payments. MCC02 self consumers who were in receipt of Deemed payments prior to the 11<sup>th</sup> of September 2023 will continue to receive deemed export until such a time as a smart meter is installed, provided they are not NTNP (Smart Non-Participant). NTNP self consumers who are eligible for a smart meter will no longer receive deemed export as of 11<sup>th</sup> of September 2023.

1.11. If a site contains:

- installed operational microgeneration
- a MEC exists in market systems
- No smart meter AND the current meter is outside scope to receive a smart meter as part of the ESNB led deployment approach under the NSMP,

The site is **eligible** for a CEG payment. No Export actual data will be sent to Community Power by ESNB. The renewable self-consumer is eligible for remuneration based on a deemed export calculation of the CEG.

1.12. If Community Power receives data (deemed or actual) from ESNB, Community Power will process the data and issue the CEG credit on a quarterly basis once sign up to these terms and conditions have been confirmed.

1.13. If Community Power does not receive data (Deemed or actual) from ESNB for a site, no payment of CEG is possible. This includes all or any partial period where no data from ESNB is received.

1.14. The CRU and the DECC determine the National eligibility criteria for receipt of CEG. In the event of criterium change, the terms and conditions will be updated to reflect the change. The latest date stamped terms and conditions are available on request. Changes to National eligibility criteria may impact the payment of CEG to Community Power customers and this will be notified to consumers accordingly.

1.15. The CEG is provided to those with qualifying installed Micro-Generation where a maximum MEC of 6kW for single phase metering and up to 11kW for three phase metering. An export tariff rate of €0.20 per kWh will be applied to the excess exported electricity.

1.16. Customers are credited based on calculated export on a quarterly basis - (i.e. January through March export credits will appear on May invoices issued in June)

1.17. The Export Tariff offered by Community Power for CEG that fall within the classification of Mini-Generation will be calculated based on ‘the Average Day Ahead Market Price’(DAM) for the relevant 3-month billing period. *‘The Day Ahead Market price is calculated in half hour segments (48 segments per day). For the purposes of calculating the Export Tariff the average daily DAM price will be added together and divided by the number of days in the applicable 3-month billing period*

1.18. Any change to these CEG Terms and Conditions will be informed to you in writing and will be version controlled. Should we not hear from you within 28 days from issuing the new version Terms and Conditions, by continuing to receive the “supply” of electricity you will be deemed to have given your express consent to accepting this change in CEG Terms and Conditions and operating under the new version issued.

## 2. The CEG Tariff

- 2.1. The Community Power CEG is determined by Community Power and may be varied from time to time.
- 2.2. The Community Power CEG is published on our website [www.communitypower.ie](http://www.communitypower.ie)
- 2.3. We are entitled to change the Community Power CEG paid to you at our discretion while complying with due notification regulation per item 2.4
- 2.4. Any change of the CEG tariff will be informed to you by at least two of the following methods; in writing, by e-mail, on your bill, by SMS or by notice in the national media or on our website at least 30 days in advance of any change coming into effect. Any such notice or advertisement will state the date on which the price change is effective.
- 2.5. Should we not hear from you within this period in 2.4, by continuing to receive the “supply” of electricity you will be deemed to have given your express consent to accepting this change in CEG tariff and that you are happy for the Contract to continue on the same terms and conditions, subject to the price change.
- 2.6. If you do not accept the change to the CEG tariff, you will be required to cancel your supply contract with us which will also terminate any obligation for Community Power to pay you the CEG.
- 2.7. The calculation used to calculate deemed export is provided by the DECC, overseen by the CRU and passed to Community power as a data feed from ESNB.
- 2.8. CEG Credit value will be communicated to you as credit line item on your bill with deemed or actual microgeneration and value clearly indicated. Where relevant the export quantity for the billing period and the value of the CEG which will be offset against your Supply cost balance.
- 2.9. Where your CEG payment results in a credit balance on your bill, this will be passed as a credit balance to the following bill cycle.
- 2.10. Any credit balance accrued at time of contract closure will be managed in line with existing general terms and conditions of supply and our code of practice on billing. We will require forwarding contact details to be provided.

\*MEC - Maximum Export Capacity

\*kVA - Kilo Volt Amperes