

Octopus Energy Limited - Terms and Conditions for Business Export Tariffs

Octopus Energy Limited

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Registered [Company Number: 09263424](#)

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Definitions:

Agile Export Tariff	means an Export Tariff under which you sell your electricity at a rate that varies each half-hour.
CfD	means a contract for difference as defined in the Energy Act 2013 (as amended) and any regulations made under it.
Export Tariff	means a contract for the payment to you for Energy you export to the grid and may include both a Fixed Export Tariff and an Agile Export Tariff.
Export T&Cs	means these terms and conditions for the Export Tariff.
FIT scheme	a Government scheme as set out in the Feed-in Tariffs Order 2012 under which a generation or export payment may be made.
Fixed Export Tariff	means a flat Export Tariff under which you sell your electricity at a single flat unit price.
Import Tariff	means the tariff under which you purchase Energy from us and includes our Fixed Rate Tariffs and Variable Rate Tariffs (if applicable to you).
Import T&Cs	means our General Terms and Conditions for Business Customers for your Import Tariff with Octopus Energy (if applicable to you).

NFFO	as defined in the Renewables Obligations Order 2009 and the Renewables Obligation (Scotland) Order 2009 (including any amendments to them).
ROC	as defined in the Renewables Obligations Order 2009 and the Renewables Obligation (Scotland) Order 2009 (including any amendments to them).
Smart Export Guarantee	means the Smart Export Guarantee scheme as set out in the Smart Export Guarantee Order 2019, our electricity supply licences and other applicable laws.

1. Introduction

- 1.1. These Export T&Cs only apply if you are on our Export Tariff, your Import Tariff is not affected.
- 1.2. These Export T&Cs and the Export Tariff shall form the contract between you and Octopus Energy for you exporting Energy to the grid.
- 1.3. Our Import T&Cs will still apply to govern our supply of Energy to you under your Import Tariff if applicable.
- 1.4. Defined terms in these Export T&Cs will have the same meaning as in our Import T&Cs unless stated otherwise.
- 1.5. Please read these Export T&Cs carefully so that you fully understand your commitments and our responsibilities

2. Contract Start Date

- 2.1. Your Export Tariff contract starts with us when you accept these Export T&Cs as part of our application process for you to sign up to the Export Tariff.
- 2.2. You are responsible for providing the required information to the DNO to allow them to grant you an export MPAN, prior to submitting your application to us to join an Export Tariff. We are not responsible for the DNO rejecting your request for an export MPAN for any reason.

- 2.3. We aim to connect your export supply as soon as possible after the date you accept these Export T&Cs.
- 2.4. We will not be able to begin your export supply until your export MPAN has been created by the DNO, transferred to us, and we have started to receive data from the export meter.

3. Our Prices and Charges

- 3.1. Our price for paying you under the Export Tariff will be sent to you via email when signing up and depend upon the type of Export Tariff you have signed up for:
 - 3.1.1. All of our Fixed Export Tariff rates are available in the FAQs section on our website <https://octopus.energy/panel-power/>.
 - 3.1.2. Our Agile Export Tariff rates are determined by a formula that calculates the rate for a given half-hour period. The applicable formula is the one available on our website <https://shape-shifters-agile.octopusenergy.net/>.
- 3.2. We reserve the right to amend the Export Tariff rate at any time. However, we will provide you with 30 calendar days' notice of any reduction in the Fixed Export Tariff rate or change in the Agile Export Tariff formula (which has the effect of reducing your rate?).
- 3.3. The Export Tariff has no contract period and can be ended at any time by either party.
- 3.4. Our payments are based on the Energy you export from your Premises to the grid, as recorded by the Metering Equipment and calculated, based on a meter reading supplied automatically from your Smart Meter, retrieved from the data collector if you have an AMR meter or in certain limited situations, provided manually with photo evidence. If there is an issue in us receiving automatic half-hourly meter readings from your Smart Meter that we can't fix and we are unable to retrieve relevant data for a period of more than 90 days, we may credit your export by using manual export meter readings.
- 3.5. If we are unable to obtain half-hourly meter readings from your Smart Meter, we will credit you for your export using rates from our Fixed Export Tariff - irrespective of which type of Export Tariff you are signed up to.
- 3.6. If you do not have an Import Tariff with us, you will need to manually send us your export meter readings every month.

- 3.7. We will email you to let you know what date your Export Tariff payments will begin.
- 3.8. We may round calculations to 4 significant figures to present payments clearly. For example, unit prices may be round to the nearest 0.01p and monthly amounts may be rounded to the nearest penny.
- 3.9. Our payments to you are based on:
 - 3.9.1. a single unit rate payment which is a payment for each unit you export under your agreed tariff for your location;
 - 3.9.2. if you are on a Fixed Export Tariff, the rate(s) will be the one(s) that applied at the time the Energy was exported, and can be found at our website <https://octopus.energy/panel-power/>
 - 3.9.3. if you are on an Agile Export Tariff, the rate(s) will be the one(s) that applied at the time the Energy was exported. We take the half-hourly wholesale electricity prices from www.epexspot.com/en/market-data.
- 3.10. VAT does not apply to the Export Tariff.

4. Payment Method

- 4.1. You will receive either separate invoices for Import consumption under your Import Tariff and for Export data under your Export Tariff, or a combined invoice for Import consumption and Export data
- 4.2. You will pay the net difference if the cost of Energy you consume under your Import Tariff exceeds the payment that we owe you for the Energy you are exporting under your Export Tariff for the same period.
- 4.3. If the total payment due to you for the Energy you are exporting under your Export Tariff is greater than the cost of Energy you are consuming under your Import Tariff, this will show as credit on your online account.
- 4.4. Provided your meter readings are up to date, you can request a cash refund if your account goes into credit. This option will appear on your online account.
- 4.5. If you have an Import Tariff with us and do not maintain your direct debit payment on your Import Tariff or do not pay your Import Tariff bill on time, in addition to the consequences outlined in our Import T&Cs (in "Non-Payment of Charges"), we may stop making payments under your Export Tariff until all outstanding payments on your Import Tariff have been made.

- 4.6. In some cases, we may also impose any additional applicable charges for other reasonable costs which will be added to your statement at the end of each month. These additional costs can include:
- 4.6.1. costs related to removing, inspecting, installing, re-installing, testing, moving or repairing a meter;
 - 4.6.2. costs in recovering money you owe us including, but not limited to, reasonable administration costs, as well as the costs of trying to contact you and getting a warrant to enter your property;
 - 4.6.3. any Energy exported that has attracted a payment through a FIT scheme or another Export Tariff supplied by another energy company;
 - 4.6.4. if you fail to keep an agreed appointment with us or our agents without giving us at least 48 (forty-eight) hours' notice;
 - 4.6.5. if you change from being a non-domestic to a domestic classification and any associated costs; and
 - 4.6.6. any other reasonable costs we incur - for example administration costs associated with validating a non-MCS certified generation asset. We will always make these costs clear to you during the sign-up process.

5. Eligibility

- 5.1. In order to be eligible for the Export Tariff, you must:
- 5.1.1. be a business Customer;
 - 5.1.1.1. for our Fixed Export Tariff you must have a Smart Meter and have consented to us taking half hourly readings, an AMR meter whereby your readings are retrieved from the data collector, or provided manually with photo evidence, or a half-hourly meter type.
 - 5.1.1.2. for our Agile Export Tariff you must have a Smart Meter or a half-hourly meter type and have consented to us taking half-hourly readings.
 - 5.1.2. own an asset that is capable of exporting Energy to the grid. The asset must:
 - 5.1.2.1. be located in Great Britain;
 - 5.1.2.2. have a total installed capacity of no larger than 150kW;

- 5.1.2.3. not still be registered on the FIT export scheme; and
 - 5.1.2.4. not be registered to claim ROCs, be in a NFFO Arrangement or a CfD;
 - 5.2. for solar, wind and micro-CHP generation assets, you should be able to demonstrate that the generation asset is suitably certified via:
 - 5.2.1. the Microgeneration Certification Scheme (MCS) certification; or
 - 5.2.2. an equivalent certification scheme recognised by Octopus Energy for Business (an equivalent scheme is a scheme accredited in accordance with EN 45011 or EN ISO/IEC 17065:2012).
 - 5.3. For all other types of generation assets, you will need to demonstrate that the asset is suitably certified at the sole discretion of Octopus.
 - 5.4. We have a number of Export Tariffs available, and some of these will only be available to you if you are also on one of our Import Tariffs (for example, our Panel Power and Shape Shifters: Export products are only available for Customers who also have an Import Tariff).
 - 5.5. If you are unable to provide the certification described in clause 5.2 above, you will need to provide us with any information about your installation that we may request. We reserve the right to refuse you access to the Export Tariff in circumstances where we have not been provided with sufficient information about the installation of the generation asset or where we are not satisfied as to the safety, integrity or otherwise of the installation.
 - 5.6. In submitting the Export application, the customer agrees to give Octopus permission to exchange an ineligible meter for a qualifying metering system as detailed in 5.1.2
 - 5.7. If your Import supply is not with Octopus Energy, it is your responsibility to provide valid Export readings manually in order for credits to be added

6. Ending or changing the contract

- 6.1. If you switch away from using Octopus Energy to supply your Energy under an Import Tariff, you have the option to continue with your Export Tariff but this will only be available under our "export only" tariff plan, which may be different to the tariff you were previously on.
- 6.2. If you switch away from using Octopus Energy to supply your Energy under an Export Tariff, or if you move premises your Export Tariff will end on the same

day that your switch to another energy supplier is completed or that you move out of your Premises.

- 6.3. It is your responsibility to work with your new supplier to agree a new export tariff.
- 6.4. You must let us know if you make any changes to a generation asset, such as installing additional capacity.
- 6.5. You may end your Export Tariff at any time by email or on our website. Cancellation will take place within 7 calendar days from the date you told us you want to cancel, and we will provide confirmation of the date of cancellation in an email. Any payments that have accrued to you under your Export Tariff will appear on your next monthly bill.
- 6.6. We may change these Export T&Cs if it is necessary to comply with any laws, or other rules that we are obliged to follow. These Export T&Cs may also change depending on the outcome of the Smart Export Guarantee consultation and other developments in this evolving market. We will always contact you if we are updating these Export T&Cs and if we propose to make changes that are not to your advantage, we will give you 30 calendar days' notice of the changes.
- 6.7. We may end your Export Tariff if:
 - 6.7.1. you are in material breach of this contract;
 - 6.7.2. you did not pay us what you owe us when it was due;
 - 6.7.3. we no longer have the relevant licences to supply your Energy; or
 - 6.7.4. we have reasonable grounds to believe you are abusing this contract, for example if you are using the scheme on a domestic basis rather than for non-domestic use.
- 6.8. This contract will terminate immediately if Ofgem gives a "Last Resort Supply Direction" to another supplier in respect of the Energy in relation to the Premises.

7. Miscellaneous

- 7.1. You agree to give us or our agents access to the Premises, the Metering Equipment and the generation asset(s) at reasonable times and with reasonable notice for the following purposes:

- 7.1.1. to inspect and test any Metering Equipment and to verify any meter readings; and
 - 7.1.2. to inspect any generation asset(s) and verify the accuracy of any information you have provided to us in relation to this contract.
- 7.2. If you submit a complaint, we will follow the complaints policy on our website: www.octopus.energy/unhappy.
- 7.3. In the event of a broken meter or any disputed readings, it is up to us as the energy supplier to decide how to handle this, including whether or not to accept estimates provided by you.
- 7.4. We may transfer, subcontract, assign or novate any or all our rights and obligations under this Export Tariff contract without your consent. This will not affect your rights under the contract.
- 7.5. You may not transfer this Export Tariff contract or any of your rights under it without first obtaining our written consent.
- 7.6. If any part of this Export Tariff contract is declared invalid or is void or unenforceable, the validity of the rest of the contract will not be affected.
- 7.7. If we do nothing, or delay acting when you breach the Export Tariff contract, we will still be entitled to take prompt action to enforce a similar or subsequent breach of the contract by you.
- 7.8. We agree that we will use any personal data that you provide to us in accordance with our Privacy Policy, which is available on our website: www.octopus.energy/policies/privacy-policy.
- 7.9. The laws of England and Wales or Scotland apply to this contract if the Premises are in England and Wales or Scotland respectively. Any disputes arising shall be dealt with by the English or Scottish courts as applicable.