

Business Smart Tariffs - Terms and Conditions

Octopus Energy Limited and Octopus Energy Operations Limited - Business Smart Tariffs terms and conditions.

Section 1 last updated on 20th June 2025

1. Terms and conditions in this section 1 apply to all our business smart import tariffs

- 1.1. The smart import tariffs offered by Octopus are uniquely innovative, and are offered to customers through our beta programme. This means these tariffs are using the latest proprietary technology and smart meter infrastructure, and as a result they are still very much in the testing and development stages. They are often heavily reliant on third party processes that might not always be reliable, and you should expect things to not work the first time, or break unexpectedly. On some occasions, issues with smart meters may take significant time to fix, or prevent one of our smart import tariffs working at all. We will always do our best to give you a great service and fix things promptly, but by agreeing to be on one of these tariffs, you understand and accept that despite all our efforts, things may not always work or be fixable.
- 1.2. Our General Terms & Conditions for business energy supply that you signed up to when you joined us (see latest version [here](#)) and our Privacy Policy (see [here](#)) still apply, as well as the relevant additional tariff terms set out below, which together form part of our Contract with you. The definitions in the Business Terms & Conditions apply here unless we say otherwise.
- 1.3. You can switch from a standard import tariff to a smart import tariff at any time, provided you meet the eligibility criteria for that particular tariff and you meet the exit criteria for your current tariff. If you switch away from a smart import tariff, you cannot switch back to a smart import tariff within 30 days.
- 1.4. For the purposes of these terms, "Smart Meter" means a Half Hourly Meter for non-half hourly settled business customers eg. a SMETS1 and SMETS2 smart meter. You will need to have a compatible Smart Meter to switch to one of our smart import tariffs. If you don't already have a Smart Meter installed, we can install one free of charge. We will arrange this as fast as possible, but you accept and agree that the installation is dependent on engineer and stock availability and so the process may take some time. We can only install Smart Meters in areas with sufficient connectivity to the smart meter data communication network.
- 1.5. If you switch to one of our smart import tariffs, you agree that we can take half hourly meter readings from your Smart Meter. If we are unable to obtain the full set of half hourly meter readings for a billing period, we may estimate your consumption by using your readings at midnight to estimate missing half hourly readings. Consumption will be spread evenly (linearly) across any missing half hourly periods. We will estimate no more than 4 days in a calendar month. If we are unable to estimate the missing readings, we will instead charge you for your consumption using rates from our Flexible Octopus Business Tariff, based on estimated readings accessed from the Smart Meter, provided by the Agent or generated by Octopus.

- 1.6. If we are using third party software or applications (including but not limited to APIs) to connect to specific devices as part of your smart import tariff, our ability to manage these devices and perform the associated services is dependent on the availability of these third parties. We are not responsible for and cannot control these third party products and services, and we will not be liable for any issues or losses arising in relation to the failure or non-availability of such third party software or applications.
- 1.7. The definitions in the General Terms & Conditions apply here unless we say otherwise. These additional definitions also apply for some of our smart tariffs:

"Balancing Mechanism" means the service procured by the National Electricity System Operator to manage supply and demand on the transmission network. For more detail, see Elexon's definition here: <https://www.elexon.co.uk/glossary/balancing-mechanism/>

"Capacity Market" means the service procured by Government through yearly auctions to maintain sufficient generation capacity to meet peak national demand.

"Demand Flexibility Service" means the service procured by the Electricity System Operator to manage supply and demand on the transmission system.

"Demand Response Services" refers to procured flexibility services, including:

- Balancing Mechanism
- Capacity Market
- Demand Flexibility Service
- Transmission Constraint Management Services
- Distribution Constraint Management Services

"Distribution Constraint Management Services" means services procured by Distribution System Operators to manage constraints on the distribution network.

"Distribution System Operators" means a licensed distribution system operator. For more detail, see Elexon's definitions here:

<https://www.elexon.co.uk/glossary/distribution-system-operator/>

"National Electricity System Operator" or "National Energy System Operator" means the corporation responsible for operating Britain's electricity system.

"Low Carbon Technology" means, as applicable to you, your battery system, your heat pump, solar PV or electric vehicle or any other device (e.g. thermostats) that we control under one of our smart tariffs.

"Transmission Constraint Management Services" means services procured by the National Electricity System Operator to manage constraints on the transmission network.

2. Terms and conditions in this section 2 apply to your relevant smart import tariff

- 2.1. The Business Battery Plan is a fixed tariff. You will have an agreed fixed monthly cost for your electricity. This fixed monthly cost will include all of your imported and exported electricity, and cover the wholesale cost of energy, the standing charge and other non-commodity costs.
 - 2.1.1. Rates for the Business Battery Plan will be backdated to apply from the date you register your battery on the Octopus app, described in section 2.1.5 below.
 - 2.1.2. The Business Battery Plan is for customers with a battery of a type and size approved by us and that is located at the business premises that we supply.
 - 2.1.2.1. Your installed energy storage capacity must be equal to or greater than your peak hourly demand (kWh)
 - 2.1.2.2. You will receive a 'Fair Use Allowance' - based on a baseline level of electricity consumption over each 12 month period (measured from the start date of the tariff). This Fair Use Allowance is specific to your Premises and is based on historical electricity consumption measured by your consumption meter and calculated. We will communicate your individual Fair Use Allowance to you directly.
 - 2.1.2.3. Any electricity you import above your annual 'Fair Use Allowance' will be charged at the Flexible Octopus tariff rate.
 - 2.1.2.4. We reserve the right to remove you from the Business Battery Plan if you exceed your Premise's Fair Use Allowance.
 - 2.1.3. The Business Battery Plan tariff is a combined import and export tariff, and you therefore cannot be on any other electricity tariffs whilst on the Business Battery Plan.
 - 2.1.4. By agreeing to be on the Business Battery Plan, you also accept Octopus Energy's Export Tariff Terms and Conditions.
 - 2.1.5. To be eligible for this tariff, you must meet the eligibility criteria described in section 2.1.7 below, and agree to download the Octopus Energy app and register your battery on the app. We will need to have control access to your battery throughout this contract for you to remain eligible for this tariff. If at any time you do not have an active authorisation for integration with a supported battery and you have not had such active authorisation for a period of more than 30 days, you will no longer be eligible for this tariff. In this case, we will switch you to our standard 12 month fixed import tariff and you will be billed according to your usage under that tariff.
 - 2.1.6. To be eligible for this tariff you must:
 - 2.1.6.1. be a non-domestic customer
 - 2.1.6.2. Have a Smart Meter for import installed.
 - 2.1.6.3. Either have a Smart Meter for export installed, or have started your application for an export MPAN. If your export MPAN application is rejected then you will no longer be eligible for the Business Battery Plan. In this case, we will switch you to our standard 12 month fixed import tariff and you will be billed according to your usage under that tariff.

- 2.1.6.4. Have a battery that is approved by us installed and operational at the property which we supply;
 - 2.1.6.4.1. Approved inverter types are: AlphaESS, Enphase, GivEnergy, HanchiESS, Huawei, SolarEdge and Tesla
- 2.1.6.5. Be up to date with monthly payments by Direct Debit; and
f) If we request it, provide us with your G98 / G99 certification from your distributor.
- 2.1.7. By signing up to the Business Battery Plan tariff, you agree to:
 - 2.1.7.1. Give us permission to integrate and connect with your battery using your wifi, in-built sim card, or other method as agreed between us.
 - 2.1.7.2. Give us permission to influence the times of operation of your battery.
 - 2.1.7.3. Us collecting data about your battery, including but not limited to model, power consumption, operating preferences, any actions you take to operate these assets and how these assets perform. We will use this information to optimise your asset operations, send operating instructions to your battery to generate bills and our general research into the operation of similar devices.
 - 2.1.7.4. Give us exclusive rights to enter contracts for the provision of Demand Response Services with your Low Carbon Technology while you remain on this tariff. By agreeing to these T&Cs terms you authorise Octopus to enter Demand Response Services contracts with your Low Carbon Technology and share relevant data with the relevant Market Operator, including but not limited to your half-hourly consumption data, address and Meter Point Administration Number (MPAN) where necessary.
 - 2.1.7.5. Give us the exclusive right to control your Low Carbon Technology to deliver on Demand Response Services when required by such service contracts.
 - 2.1.7.6. Not enter your Premises into any third party schemes that enter you into a Demand Response Service while you remain on this tariff. If we become aware that you have joined a third party scheme, we have the right to remove you from the Business Battery Plan.
- 2.1.8. You're not locked with the Business Battery Plan tariff, and you can swap to any of our other business tariffs or products, at any time, without charge, by notifying us at business@octopus.energy.
- 2.1.9. If you choose to terminate your Business Battery Plan tariff and switch to another supplier, you need to give us 30 days' notice to do this by notifying us at business@octopus.energy. You may also be charged an exit fee worth 25% of your remaining contract value.
- 2.1.10. We do not guarantee that this tariff will be compatible with your battery or that it will operate in accordance with your preferences. We accept no liability for wear of your battery, scheduling failure or other electric faults. Our liability to you is as set out in our General Terms and Conditions.

- 2.1.11. If you sign up to our Business Battery Plan tariff but do not meet these eligibility criteria, or at any time during the term of the tariff one or more of the eligibility criteria cease to apply, you agree that you will be removed from the Business Battery Plan tariff and we can place you on an alternative tariff that we consider is more appropriate for your circumstances. We will let you know if we do this and advise you of the rates and terms that apply to the alternative tariff.