

Flexibility Services and Smart Meter Consent

These terms cover Powerverse Flexibility Services and your permission for us to use your smart meter data. They sit alongside our App Terms (EULA) and Privacy Policy.

About us

Powerverse UK Limited (company no. 14860271), County Hall, 5th Floor, The Riverside Building, London SE1 7PB ("Powerverse", "we", "us") is responsible for these services and your data. We run our own energy trading in-house and do not use an outside aggregator. Our app and platform are run for us by Powerverse Development Limited (our service provider). Your smart meter data comes from the national smart metering system through n3rgy, which is a separate controller in its own right.

Definitions

Baseline your normal level of electricity import or export, worked out from your Smart Meter or Device data under the relevant Programme Operator's rules. We use it to measure an Event.

DCC Smart DCC Ltd, which runs the national smart meter data network in Great Britain and is regulated by Ofgem.

DNO a Distribution Network Operator, which manages a local electricity network and may run its own flexibility programmes.

Event a period when we adjust or control your Flexible Devices as part of a Flexibility Service. This covers turn-down events (using less power) and turn-up events (using more power).

Flexibility Service a grid-balancing, demand-flexibility or energy-storage programme run by a Programme Operator in Great Britain that we sign your devices and supply point up to. This includes NESO's Demand Flexibility Service, network operator programmes and wholesale balancing.

Flexible Device anything on your Powerverse account that can take part, such as an EV charger, home battery, solar inverter, heat pump or compatible smart appliance.

MPAN your Meter Point Administration Number, the unique reference for your electricity supply point.

NESO the National Energy System Operator for Great Britain.

Programme Operator a grid or market body that runs a flexibility or balancing programme we take part in on your behalf, such as NESO, the Distribution Network Operators (DNOs) and Elexon. We participate in these programmes; we do not run them.

Programme Operator Terms the rules set by the relevant Programme Operator, which can change over time.

Raya Rewards the rewards programme Powerverse operates within its Flexibility Services, under which you may earn Rewards for taking part. Raya is a service provided by Powerverse UK Limited.

Rewards any cash, app feature or other benefit you earn by taking part, where offered.

Smart Meter a SMETS1 or SMETS2 electricity meter that is actively sending data to the DCC.

Processor a company we appoint to handle data only on our instructions, such as Powerverse Development Limited (which runs our platform) and our hosting providers.

1. What we do

We sign up your eligible devices to Flexibility Services, manage your participation and pay any Rewards. We take part in these grid and market programmes on your behalf using our own in-house trading desk, rather than through an outside aggregator. During an Event we may briefly adjust your device, for example pausing, slowing or shifting your EV charging, always taking account of the preferences you set in the app.

You can override any adjustment during an Event (except during a required test), though doing so may reduce that Event's Reward. We can't guarantee how often Events happen or what you'll earn, as programme rules change.

This service isn't a financial product and isn't FCA-regulated.

2. Your devices

By switching on Flexibility Services, you let us control your devices during Events and the run-up to them. You confirm you own the devices (or have the owner's permission) to enrol them and allow remote control. Taking part may need firmware updates, which we may install remotely, and we'll tell you about significant ones where we can. We may decline a device if its settings aren't compatible.

3. One provider at a time

Your devices can only be in one flexibility programme at a time. If you're already signed up elsewhere for the same device or supply point and you join us, you'll no longer be eligible with the other provider, and we're not responsible for telling you, or for any costs that follow. If you later sign up with another provider, we may remove you from ours.

This also covers tariffs that give your energy supplier or a third party control of your EV charger or battery for grid balancing: if you are on one of those tariffs, you cannot enrol the same device with us.

4. Smart meter consent

When you join Raya Rewards, you give your explicit consent for Powerverse to access and use the energy data from your smart meter, as set out in this section. This is the consent required under the Smart Energy Code, and it is separate from your acceptance of these terms. You can withdraw it at any time (see [Withdrawing](#) below).

What we collect: with your consent, we collect your half-hourly electricity consumption (import) data, your half-hourly export data, and information identifying your meter (such as meter number, type and location). We collect this on a daily, or more frequent, basis for as long as your consent is active.

Why we collect it, and our lawful basis: we use this data to operate Raya Rewards: to understand your usage, optimise your EV charging, take part in flexibility markets on your behalf, and calculate any rewards. Your explicit consent is the basis on which we access and read your data from the DCC, as required by the Smart Energy Code. The further processing needed to run the service, such as optimisation, taking part in flexibility markets, and calculating rewards, is carried out under our contract with you and our legitimate interests, as set out in our Privacy Policy. We will not use your smart meter data for unrelated purposes.

Who accesses your data: we access your smart meter data from the national smart metering system through n3rgy. n3rgy acts as a separate, independent controller (a Smart Energy Code party and DCC "Other User"), not as our processor, and is the regulated route

through which your data is released to us once you have consented. The service uses the Smart Energy Code credentials and Party ID of N3RGY DATA LIMITED (company number 11712674, registered office Prennau House, Copse Walk, Pontprennau, Cardiff CF23 8XH). Our app and platform are run for us by Powerverse Development Limited, which acts as our processor. We may also share your data with flexibility-market parties, such as NESO, the Distribution Network Operators and Elexon, which are separate controllers in their own right.

How long we keep it: we keep your smart meter data while your consent is active. If you withdraw it, or it expires, we stop collecting it and delete it within 1 month, except where we must keep it for settlement, audit or legal reasons (see section 7). We keep a record of your consent, as evidence that it was validly given, for 4 years.

How long your consent lasts: we will ask you to refresh your consent every 24 months, and to renew it if our terms change. If you do not renew, we will stop accessing your smart meter data via the DCC.

Withdrawing: you can withdraw your consent at any time in the app, or by emailing us at rayarewards@raya.energy. We will stop collecting your smart meter data within 2 working days of receiving your request, after which you will no longer be able to take part in services that need smart meter data. Withdrawing does not affect anything we did lawfully beforehand, or data we must keep for legal, audit or settlement reasons.

5. Who can join

You must be 18 or over, live in the United Kingdom, follow these terms and the App Terms, keep your devices online, and not be in another flexibility or grid programme for the same device. You must be the bill payer (or have their permission) and own the devices (or have the owner's permission).

For services that use meter data, your smart meter must have been sending data to the DCC for at least 30 days and have a registered import MPAN for your address. Some services can instead measure at the device itself, and we'll tell you which applies. We check your meter before enrolling you, and may suspend you if it later stops sending data to the DCC.

6. Rewards

Raya Rewards is our rewards programme within the Flexibility Services. You may earn Rewards based on how your device performs in Events. Rewards aren't guaranteed, can change, and we only pay from what we actually receive from Programme Operators. We add Rewards to your account at least monthly; the minimum to withdraw is £10, paid via bank transfer into your named bank account. Unclaimed Rewards return to us after 12 months, and we'll contact you first.

7. Data sharing and how long we keep it

To run the service, we share what's needed with Programme Operators and their authorised partners: your email and address, MPAN, half-hourly consumption and export data, device measurements, baseline and Event figures, install/commissioning records. We only share your smart meter data after you've given consent (section 4). Operators may ask for detailed half-hourly data around Events to check performance and payments, sometimes at your individual supply point.

We and our processors keep settlement and participation records for up to six years (longer if rules or law require). After that, data kept only for this service is deleted or anonymised. Full details are in our Privacy Policy.

8. Our responsibility

The service is provided “as is” and we make no guarantees about it. We’re not liable for losses from: the service being unavailable or suspended; programme rules changing; your device being incompatible or removed; your internet, meter or device failing; being signed up with another provider at the same time; extra energy costs from adjustments; or any override you make. Nothing here limits our liability for death or personal injury caused by our negligence, for fraud, or anything else we can’t exclude by law.

We’ll give you at least 30 days’ notice of significant changes to the service or Rewards, unless a change is urgent for safety, security or legal reasons, in which case we’ll tell you as soon as we can.

9. Suspending or ending

We may suspend or remove you if: your device goes offline or moves address; your meter goes offline, enters traditional mode or drops out of the DCC; you move without telling us; you no longer qualify; we spot a technical, security or operational risk; we reasonably believe you’ve broken these terms; or your information turns out to be wrong.

You can opt out any time in the app or by contacting us. Rejoining later is at our discretion if you still qualify. When the service ends, we stop accessing your meter data and won’t enrol your devices for future Events. Anything that already happened isn’t affected, and the sections on withdrawal effects, data retention, responsibility and ending continue to apply.

10. Changes, your rights, and other terms

We may update these terms when law, regulation, programme rules or our services change, giving at least 30 days’ notice of significant changes (sooner if urgent). Carrying on using the service means you accept the update.

Powerverse UK Limited is the controller of your personal data here. You can ask to access, correct or delete your data, object to or restrict some processing, or ask for portability, and you can complain to the ICO (ico.org.uk). These terms are separate from, and in addition to, the App Terms and Privacy Policy; if there’s a conflict about Flexibility Services or smart meter consent, these terms apply. You can contact our Data Protection Officer at gdp@powerverse.com, and our full Privacy Statement is at <https://www.powerverse.com/privacy-policy/>.

11. Law and contact

These terms are governed by the law of England and Wales, and its courts have exclusive jurisdiction. For questions, to withdraw consent or to use your data rights, contact support@powerverse.com or write to us at the address above.