

# Your Solar Terms and Conditions

## EnergyAustralia Feed-in Agreement – Australian Capital Territory

### General

1. Your electricity plan will consist of two components:
  - (a) a Contract under which we sell you electricity; and
  - (b) this EnergyAustralia Feed-in Agreement, which is the “feed in” component of your plan, under which we purchase electricity from you.

These components will be shown separately on your bill.

2. Your EnergyAustralia Feed-in Agreement is also governed by the terms set out in your Contract and Energy Plan Details, but these terms will prevail to the extent of any inconsistency.
3. To be eligible to enter into this EnergyAustralia Feed-in Agreement and receive payments from us for the electricity you generate, the following requirements must be satisfied at all times:
  - (a) you must be a Qualifying Customer;
  - (b) we must receive confirmation from your distributor that an Eligible Generator(s) has been connected to the distributor’s network at your premises;
  - (c) you must have metering equipment at your premises that records the electricity generated from your Eligible Generator to the distribution network, which meets our or your distributor’s reasonable requirements, and any requirements under the Electricity Laws;
  - (d) the total capacity of the Eligible Generator(s) installed at your premises must not exceed 30kW; and
  - (e) any other requirements of the applicable Electricity Law from time to time.
4. You must immediately inform us if there are any changes to your situation that affect your eligibility (including changes to your Eligible Generator(s) that impact your eligibility). We reserve the right to clawback any credits provided to you that you were not entitled to if you no longer meet the eligibility criteria.
5. The EnergyAustralia Feed-in Agreement commences on the date specified in the Energy Plan Details or, if the date is not set out, the date agreed between You and Us.

### Credit for electricity supplied for Eligible Generator(s)

6. We agree to credit you the value of the Rebate per kilowatt hour for the total amount of electricity you generate and supply back into the distribution network from your Eligible Generator(s).
7. The value of the Rebate is stated in your Energy Plan Details and may be amended on written notice to you on the same terms specified in your Contract.
8. Payment of credits will be made in accordance with the frequency of your billing arrangements for the total amount of electricity generated by the Eligible Generator(s). The credits for the electricity you supply will appear on the bill that we send to you under your Contract. We will credit you for the electricity you supply back into the distribution network at the same frequency as we bill you for the electricity you purchase under the Contract.
9. In addition to the charges set out in the EnergyAustralia Feed-in Agreement, we may charge you any additional retail charges and any distributor imposed charges (on a pass through basis) and these will be itemised on your account. Any adjustments for undercharging or overcharging in previous billing periods will be treated in accordance with the terms of your Contract.
10. The rate at which we purchase your electricity does not include GST, subject to clause 23.

### Meter reading

11. We will base any credits payable to you on a reading of your meter that records the supply of electricity from the Eligible Generator at your premises to the distribution network. We will use our best endeavours to ensure that the meter is read at least once in any 12 month period. We do not breach this clause if we are unable to read a meter in any relevant period as a result of you breaching clause 13 or some other event outside our control.
12. You must allow us, the Responsible Person, or our Responsible Person’s representative, safe, convenient and unhindered access to the address and to the meter that records the supply of electricity from your Eligible Generator to the distribution network, for





29. Any Renewable Energy Certificates that are created through the generation of electricity from your Eligible Generator will be retained by you.
30. We will handle any complaint by you in accordance with your Contract.

### Definitions and interpretation

**“Contract”** means the agreement between you and us for supply of electricity under a Market Retail Contract or Standard Retail Contract.

**“Electricity Law”** means the *Utilities Act 2000* (ACT), the *Electricity Feed-in (Renewable Energy Premium) Act 2008* (ACT), the Consumer Protection Code and any other applicable acts, rules, regulations, orders, guidelines, licences, codes or conditions imposed relevant to the feed-in arrangement.

**“Eligible Generator”** means an energy generator that:

- (a) Is a solar photovoltaic generator that has a generating capacity of no more than 10 kilowatts;
- (b) is installed and connected to the distribution network in a manner that provides for all the electricity generated to be supplied to the distribution network and allows the relevant distribution network service provider to measure at any instant the amount of electricity supplied; and
- (c) complies with, and is installed and connected in a manner that complies with, any safety, technical or metering requirements that may be prescribed by the Electricity Law.

**“EnergyAustralia Feed-in Contract”** means these terms and conditions upon which you supply electricity back into the distribution network.

**“GST”** has the meaning given in the *A New Tax System (Goods & Services Tax) Act 1999* (Cth).

**“Energy Plan Details”** means the schedule accompanying the terms and conditions of your Contract.

**“Qualifying Customer”** means a customer who enters into a Contract with us and:

- (a) purchases electricity from us;
- (b) engages in the generation of electricity; and
- (c) is the occupier of premises in the Australian Capital Territory at which an Eligible Generator(s) is installed and connected to the distribution network.

**“Rebate”** means the payment per kilowatt hour as specified in the Energy Plan Details.

**“Renewable Energy Certificates”** has the meaning given in the *Renewable Energy (Electricity) Act 2000* (Cth).

**“Responsible Person”** means the person who has responsibility for meter reading for a particular

connection point, being either the retailer or the relevant distributor.

**“we”** and **“our”** and **“us”** means EnergyAustralia Pty Ltd.

**“you”** and **“your”** means the customer specified on your confirmation letter or on the document titled ‘Energy Plan Details’.

EnergyAustralia Pty Ltd  
ABN 99 086 014 968

