

Your Solar Terms and Conditions

EnergyAustralia Residential and Small to Medium Business Feed-in Agreement — Victoria

General

1. Your electricity plan will consist of two components, a *Contract* under which we sell you electricity and an *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. The terms and conditions applying to the *EnergyAustralia Feed-in Agreement* are contained in this document and your *Energy Plan Details*.
3. You are not eligible to enter into this *EnergyAustralia Feed-in Agreement* for the purchase of electricity from you if any of the following apply:
 - (a) you are not an *EnergyAustralia* Victorian customer; or
 - (b) the meter type or applicable network or retail tariff at your premises otherwise means you are not eligible. We may specify from time to time exclusions to the *EnergyAustralia Feed-in Agreement* based on meter type or availability of an applicable tariff, details of which can be requested from us.
4. If we determine that you are not eligible for the *EnergyAustralia Feed-in Agreement* we will contact you to let you know of any other options you may have.
5. If you are not an existing customer of ours, the *EnergyAustralia Feed-in Agreement* commences from the date on which your assigned meter identifier has been transferred to us.
6. If you are an existing customer of ours, 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.
7. Despite clauses 5 and 6, the *EnergyAustralia Feed-in Agreement* does not commence until we are satisfied that any relevant applicable regulatory requirements for entering into this agreement (such as obtaining your explicit informed consent) have been met.

Eligibility for standard feed-in tariffs

8. Subject to the terms of this *EnergyAustralia Feed-in Agreement*, to be eligible for the *Feed-in Tariff*, and, if applicable other amounts which form part of a *Total Feed-in Tariff*, you must be a *FiT Qualifying Customer* who supplies electricity back into the grid from a *Small Renewable Energy Generation Facility*.
9. If you are a residential or small to medium business customer (your annual consumption is less than 160 megawatt hours), under your *Contract* and a *FiT Qualifying Customer*, you are only entitled to receive credits for one *Small Renewable Energy Generation Facility*.
10. You are not eligible for any other feed-in tariff schemes for the electricity generated from the one *Small Renewable Energy Generation Facility*.

Credit for electricity supplied

11. If you qualify for the *Feed-in Tariff*, we agree to credit you for the electricity you supply back into the grid at a rate no less than the rate(s) per kilowatt hour of generation determined by the Essential Services Commission for the relevant period and applicable tariff type, or as is otherwise required by the relevant section of the *Electricity Industry Act 2000*, and in accordance with the requirements of that Act. This is the *Feed-in Tariff*.
12. The amount which we will credit you under this *EnergyAustralia Feed-in Agreement* includes the *Feed-in Tariff*, and any additional rate(s) per kilowatt hour which we may decide to pay to you from time to time if you are eligible. This is your *Total Feed-in Tariff*, which will be set out in your *Energy Plan Details*. We will publish our rates and any further eligibility criteria for our feed-in tariffs on our website and/or in your *Energy Plan Details*. These rates are subject to change from time to time, subject to clause 27.
13. 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 grid at the same frequency as we bill you for the electricity you purchase under the *Contract*. You will not be entitled to a pay-by-the-due-date discount under your *Contract* if the electricity you supply back into the grid is in excess of what you use from the grid.
14. In addition to the charges set out in the *EnergyAustralia Feed-in Agreement*, you will need to pay any distributor-imposed charges. Upon your request we will inform you of the amount of any distributor-imposed charges prior to entering the *EnergyAustralia Feed-in Agreement* and these will be itemised on your account.

Any adjustments for undercharging or overcharging in previous billing periods will be treated in accordance with of the *Energy Retail Code of Practice* and will also be shown on your account.

15. The rate at which we purchase your electricity does not include GST, subject to clause 34.

Connection

16. If you ask us to, we will make a request to the relevant distributor to connect your *Small Renewable Energy Generation Facility* to the distributor's distribution system as soon as practicable after you satisfy any relevant applicable requirements under your *Contract* or the *Electricity Distribution Code of Practice* relating to your application to us to be connected at your premises. The request will include details of the installation of any necessary metering and network tariff reassignment.
17. We will make the request no later than the next business day after receiving from you all documentation required under the *Electricity Safety Act 1998* and all documentation reasonably required by us or the relevant distributor.
18. You must let us know as soon as possible of any changes to your contact details.

Meter readings

19. Unless we and you agree otherwise, we will base any credits payable to you on a reading of your national electricity market-compliant meter that records the supply of electricity from your *Small Renewable Energy Generation Facility* to the distribution system, and in any event, we will use our best endeavours to ensure that the meter is read at least once in any 12-month period.
20. We do not breach clause 19 if we are unable to read a meter in any relevant period as a result of you breaching clause 21 or some other event outside our control.
21. 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 you to the distribution system, for the purpose of reading the meter and for connection, disconnection, reconnection, maintenance and repair. The person who requires access must carry or wear official identification and on request will show that identification to you. We do not breach clause 21 if the *Responsible Person* is the relevant distributor and fails to carry, wear, or show their official identification.
22. If we are not able to credit your account based on the reading of the meter, we will not make a credit unless the relevant distributor estimates the generation in accordance with applicable regulatory instruments.
23. If you request us to, we will review any credits applied to your account as required by the *Energy Retail Code of Practice*.
24. If we over-credit or under-credit you for the electricity supplied by you back into the grid, we will rectify this error as required by the *Energy Retail Code of Practice*.

Force Majeure

25. If either party to this contract cannot meet an obligation under this contract because of an event outside the control of that party (a **force majeure event**):
 - (a) the obligation, other than an obligation to pay money, is suspended to the extent it is affected by the force majeure event for as long as the force majeure event continues; and
 - (b) the affected party must use its best endeavours to give the other party prompt notice of that fact including full particulars of the event, an estimate of its likely duration, the extent to which the affected party's obligations are affected and the steps being taken to remove, overcome or minimise those effects.

Changes to the EnergyAustralia Feed-in Agreement

26. We may amend the *EnergyAustralia Feed-in Agreement* as a result of future amendments to applicable energy laws or to make variations that are reasonably necessary to achieve optimal business efficiency or to protect our legitimate business interests. If we amend the *EnergyAustralia Feed-in Agreement*, we will give you notice of the changes in accordance with any applicable energy law requirements, following which the amended terms set out in the notice will form part of this *EnergyAustralia Feed-in Agreement*. You consent to us amending this *EnergyAustralia Feed-in Agreement* by notice and you agree to comply with this *EnergyAustralia Feed-in Agreement* as amended by that notice.
27. If a *Feed-in Tariff Change* is to take effect, we will provide you with a feed-in tariff alert at least 5 business days in advance or within such other period specified under the *Energy Retail Code of Practice*.
28. If you are receiving the *Feed-in Tariff*, and, if applicable, other

amounts which form part of a *Total Feed-in Tariff*, you must notify us 14 business days in advance of any change to your *Small Renewable Energy Generation Facility* that increases the capacity.

Termination

29. If the Contract is ended by either party, the *EnergyAustralia Feed-in Agreement* automatically terminates at the same time. Otherwise, we may not terminate the *EnergyAustralia Feed-in Agreement* unless you and we enter into a new *Feed-in Agreement*, if you have transferred to another retailer in respect of your premises or we are no longer required to provide the *Feed-in Tariff*, or any other amounts which form part of a *Total Feed-in Tariff*.
30. If there are any credits owing to you when the *EnergyAustralia Feed-in Agreement* ends, *EnergyAustralia* will pay you the equivalent amount.
31. You may terminate the *EnergyAustralia Feed-in Agreement* without notice. If it is a fixed-term Contract or an evergreen Contract, we may impose the early termination charge specified in your *Energy Plan Details* if we are permitted to do so under the *Energy Retail Code of Practice*.
32. The termination does not become effective until:
 - (a) if you and we enter into a new *Feed-in Agreement*, the date the new agreement commences (which will be after the expiration of the 10 business day cooling-off period);
 - (b) if the *EnergyAustralia Feed-in Agreement* is terminated because you want to enter a *Feed-in Agreement* or electricity supply agreement with another retailer, the date when the other retailer becomes responsible under that agreement/for your premises; or
 - (c) if your premises is disconnected, the date when you no longer have a right under the *Energy Retail Code of Practice* to be reconnected; whichever occurs first.
33. If the *EnergyAustralia Feed-in Agreement* or the Contract is a fixed-term contract:
 - (a) between one and two months before the expiry date, we will notify you of the date that the *EnergyAustralia Feed-in Agreement* is due to expire, the options available to you and the tariff and terms and conditions that will apply after that date if you do not exercise any other option; and
 - (b) the *EnergyAustralia Feed-in Agreement* will continue after the expiry date on the tariff and terms and conditions notified, without further need for written agreement, provided the tariff and terms and conditions have taken effect in accordance with section 40H of the *Electricity Industry Act 2000*.

GST and ABN

34. If you have a *Small Renewable Energy Generation Facility* and are either a small or medium retail customer (i.e. consuming less than 160 MWh per annum) and a *FIT Qualifying Customer* (i.e. receiving the *Feed-in Tariff*, and, if applicable, any other amounts which form part of a *Total Feed-in Tariff*) you must either:
 - (a) inform *EnergyAustralia* that you are registered for GST by quoting your ABN to *EnergyAustralia* in respect of any electricity you supply back into the grid from a *Small Renewable Energy Generation Facility*. On receipt of this information, *EnergyAustralia* agrees to credit to you an amount for the GST component of 10% in addition to the rate at which we credit you for the electricity you supply back into the grid; or
 - (b) warrant that your generation of electricity from the *Small Renewable Energy Generation Facility* is for private and domestic purposes and not related to any business enterprise carried on by you and for this reason you have not provided an ABN to us in respect of the electricity you supply back into the grid from a *Small Renewable Energy Generation Facility*. If we ask you to do so, you must complete a 'No ABN Withholding Declaration' (the form for which is available from us on request).

Miscellaneous

35. If you would like information about our tariffs for the purchase of electricity, please call 133 466. If requested, we will provide you with written information within 10 business days of your request.
36. We will retain crediting data for at least two years regardless of whether you remain our customer.
37. We will process any request for historical data in relation to feed-in arrangements in accordance with the *Energy Retail Code of Practice*.
38. The terms and conditions in this document do not limit, vary or exclude the operation of any terms and conditions of the Contract.
39. Any *Renewable Energy Certificates* or *Small-scale Technology Certificates* that are created through the generation of electricity from your *Small Renewable Energy Generation Facility* will be retained by you.
40. We will handle any complaint by you in accordance with the

relevant Australian Standard on complaints handling or the 'Benchmark for Industry Based Customer Dispute Resolution Schemes' published by the Department of Industry, Tourism and Resources (Cth). If you make a complaint we must:

- (a) handle your complaint in accordance with our standard complaints and dispute resolution procedures, which can be found on our website. We'll provide a copy of our standard complaints and dispute resolution procedures to you on request; and
 - (b) respond to your complaint within the required time frames set out in our standard complaints and dispute resolution procedures and inform you:
 - (i) of the outcome of your complaint and the reasons for our decision; and
 - (ii) that if you're not satisfied with our response, you have a right to refer the complaint to the Energy Ombudsman.
41. A notice, consent, document or other communication given by us under a feed-in Contract will be given in a manner specified by the *Energy Retail Code of Practice*.
 42. We may only assign the *EnergyAustralia Feed-in Agreement* with your consent, unless the assignment forms part of the transfer to the same third party of all or substantially all of our retail business.

Definitions and interpretation

"Contract" means the agreement between you and *EnergyAustralia* for supply of electricity under a Customer Retail Contract.

"Electricity Distribution Code of Practice" means the code of practice of that name made under Part 6 of the *Essential Services Commission Act 2001* (Vic).

"EnergyAustralia Feed-in Agreement" means these terms and conditions and any other terms and conditions in your *Energy Plan Details* relevant to the electricity you supply back into the grid.

"Energy Plan Details" means the schedule accompanying the terms and conditions of your Contract.

"Energy Retail Code of Practice" means the code of practice of that name made under Part 6 of the *Essential Services Commission Act 2001* (Vic).

"Feed-in Tariff" means the standard rate(s) per kilowatt hour we pay to a *FIT Qualifying Customer* for electricity supplied back into the grid. This may be a different amount from the *Total Feed-in Tariff* which we pay to you (as described in clause 12).

"Feed-in Tariff Change" means a change to the rate we pay you for electricity from a *Small Renewable Energy Generation Facility*, including a rate determined by the Essential Services Commission under section 40FBB(1) of the *Electricity Industry Act 2000*.

"FIT Qualifying Customer" means a person who:

- (a) purchases electricity from us;
- (b) engages in the generation of electricity; and
- (c) is either:
 - (i) a generation company; or
 - (ii) has been exempted by Order under section 17 of the *Electricity Industry Act 2000* from the requirement to hold a licence in respect of the generation of electricity for supply and sale.

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

"Renewable Energy Certificates" has the meaning given in the *Renewable Energy (Electricity) Act 2000*.

"Responsible Person" means the person who has responsibility for meter reading for a particular connection point, being either the retailer or the relevant distributor.

"Small Renewable Energy Generation Facility" has the meaning given in the *Electricity Industry Act 2000*.

"Small-scale Technology Certificates" has the meaning given in the *Renewable Energy (Electricity) Act 2000*.

"Total Feed-in Tariff" means the *Feed-in Tariff* plus any additional feed-in tariff amount(s) (if any) per kilowatt hour, which we may decide to pay to an eligible *FIT Qualifying Customer* from time to time. The *Total Feed-in Tariff* applicable to you is set out in your *Energy Plan Details*.

"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*'. Terms defined in the *Energy Retail Code of Practice* and the *Electricity Industry Act 2000* have the same meaning in this document.