



EnergyAustralia

EnergyAustralia Pty Ltd
ABN 99 086 014 968

Terms and conditions

EnergyAustralia Feed-in Agreement - New South Wales

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 or credits 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 Gross Generator or Eligible Net Generator 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; and
 - (d) 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 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.
6. Only one Eligible Generator per Qualifying Customer will be eligible for credits.

Credit for electricity supplied

Eligible Gross Generator

7. If you have an Eligible Gross Generator and gross meter installed at your premises:

We agree to credit you the value of the Rebate (as stipulated in the Electricity Law) per kilowatt hour for the total amount of electricity you generate from your Eligible Generator and supply back into the distribution network.

We agree to credit you the Voluntary Rebate per kilowatt hour for the total amount of electricity you generate from your Eligible Generator and supply back into the distribution network.

The values of the Rebate and the Voluntary Rebate are stated in your Energy Plan Details and may be amended on written notice to you on the same terms specified in your Contract.

Eligible Net Generator

8. Until 1 July 2011, if you have an Eligible Net Generator and net meter that is installed at your premises before 1 July 2011:

We agree to credit you the value of the Rebate (as stipulated in the Electricity Law) for the net amount of electricity you generate from your Eligible Generator and supply back into the distribution network (ie electricity supplied in excess of that being used by you).

We agree to credit you the Voluntary Rebate per kilowatt hour for the net amount of electricity you generate from your Eligible Generator and supply back into the distribution network.

The values of the Rebate and the Voluntary Rebate are stated in your Energy Plan Details and may be amended on written notice to you on the same terms specified in your Contract.
9. Subject to scheme or legislative changes to the contrary, you are not entitled to payments for electricity generated from your Eligible Net Generator after 1 July 2011.
10. 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.

11. 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.
12. The rate at which we purchase your electricity does not include GST, subject to clause 25.

Meter readings

13. 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 14 or some other event outside our control.
14. 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 the purpose of reading the meter and for connection, disconnection, reconnection, maintenance and repair. You must not tamper or otherwise interfere with your meter.
15. 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 the Electricity Laws.
16. If you request us to, we will review any credits applied to your account (and deal with any adjustments required) in accordance with the account review process set out in your Contract.
17. You are responsible for the cost of installing and maintaining metering equipment at your premises.

Interruptions etc

18. You are not entitled to any credit, payment or other compensation from us for any period during which you are unable to supply electricity to the distribution network because the connection between your Eligible Generator and the distribution network is interrupted, limited or disconnected.
19. If an event occurs which is outside the reasonable control of us or you and you or we breach the EnergyAustralia Feed-in Agreement due to this event only, the breach will be dealt with in accordance with the force majeure procedures in your Contract.

Changes to the EnergyAustralia Feed-in Agreement

20. The EnergyAustralia Feed-in Agreement may be subject to change as a result of future amendments to the Electricity Law. Such amendments will be deemed to form part of the EnergyAustralia Feed-in Agreement.
21. We can amend the EnergyAustralia Feed-in Agreement by written notice to you, on the same terms specified in your Contract.

Termination

22. If the Contract is ended by either party in accordance with the terms of the Contract, the EnergyAustralia Feed-in Agreement automatically terminates at the same time.
23. In addition, your EnergyAustralia Feed-In Agreement will automatically end the earlier of:
 - (a) our electricity supplier licence being suspended or ceasing to apply and us not otherwise authorised to supply electricity;
 - (b) you ceasing to be the occupier of the premises where the Eligible Generator is installed;
 - (c) you notifying us in writing that you wish to terminate your EnergyAustralia Feed-in Agreement;
 - (d) the generator installed at your premises ceasing to be an Eligible Generator;
 - (e) you ceasing to meet the eligibility criteria under clause 3;
 - (f) the feed-in scheme in New South Wales ending;
 - (g) the Eligible Generator no longer being connected to the distribution network; or
 - (h) 31 December 2016.
24. We will stop providing you credits if your EnergyAustralia Feed-In Agreement is terminated in accordance with clauses 22 or 23. However, if there are any credits owing to you upon termination that you are validly entitled to, we will pay you the equivalent amount.
25. If you have an Eligible Generator and are a Qualifying Customer you must either:
 - (a) inform us that you are registered for GST by quoting your ABN to us in respect of any electricity you supply back into the grid from an Eligible Generator. On receipt of this information, we agree to credit to you an additional amount (being 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 Eligible Generator 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 an Eligible Generator. If we ask you to do so, you must complete a 'No ABN Withholding Declaration' (the form of which is available from us on request).

Miscellaneous

26. You bear all responsibility for your Eligible Generator (including its use, maintenance, connection to the distribution network and electricity generated from it) and we have no responsibility or liability.
27. We will process any request for historical data in relation to feed-in arrangements in accordance with the Electricity Law.
28. A notice in relation to the EnergyAustralia Feed-in Agreement will be given in the same a manner as notices given under your Contract.
29. You are not entitled to a pay by the due date discount under your Contract if your account is in credit due to the value of the electricity you generate from your Eligible Generator.
30. 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.
31. Any Renewable Energy Certificates that are created through the generation of electricity from your Eligible Generator will be retained by you.
32. 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 *Electricity Supply Act 1995* (NSW); *Electricity Supply (General) Regulation 2001* (NSW) and an other applicable acts, rules, regulations, orders, guidelines, licences, codes or conditions imposed relevant to the feed-in arrangement.

"Eligible Generator" means an Eligible Gross Generator and an Eligible Net Generator.

"Eligible Gross 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.

"Eligible Net 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 some or all of the electricity generated to be used by the Qualifying Customer (rather than being supplied to the distribution network); 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 Agreement" means these terms and conditions upon which you supply electricity back into the distribution network pursuant to the feed-in regime set out in the *Electricity Supply Act 1995* (NSW).

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

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

"Qualifying Customer" means a customer who enters into a Contract with us and:

- (a) is a "small retail customer" under the *Electricity Supply Act 1995* (NSW), being a person who consumes or is expected to consume electricity at premises at a rate that is less than 160 MWh per year.
- (b) has made an application to us to participate in the feed-in scheme in New South Wales;
- (c) is the occupier of premises in New South Wales at which an Eligible Generator is installed and connected to the distribution network.

"Rebate" means the payment per kilowatt hour as specified in the Electricity Laws.

"Renewable Energy Certificate" 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.

"Voluntary Rebate" means an additional payment per kilowatt hour (if any), above the Rebate.

"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'.