



EnergyAustralia

EnergyAustralia Pty Ltd
ABN 99 086 014 968

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 a *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 you give your explicit informed consent.

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 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 100 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 per kilowatt hour of generation determined by the Essential Services Commission 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 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.
13. 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 clauses 6.2 and 6.3 of the *Energy Retail Code* and will also be shown on your account.
14. The rate at which we purchase your electricity does not include GST, subject to clause 34.

Connection

15. 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 clause 1 of the *Energy Retail Code* (relating to *your* application to *us* to be connected at *your premises*) with respect to the *EnergyAustralia Feed-in Agreement*. The request will include details of the installation of any necessary metering and network tariff reassignment.
16. 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.
17. *You* must let *us* know as soon as possible of any changes to *your* contact details.

Meter readings

18. Unless *you* give explicit informed consent 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.
19. 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 20 or some other event outside *our* control.
20. *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*.
21. 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.
22. If *you* request *us* to, we will review any credits applied to *your* account as required by the *Energy Retail Code*.
23. 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*.

Force Majeure

24. If an event occurs which is outside the reasonable control of *us* or *you* (i.e. force majeure), and *you* or we breach the *EnergyAustralia Feed-in Agreement* due to this event only, the breach will be dealt with in accordance with clause 18 of the *Energy Retail Code*.

Changes to the EnergyAustralia Feed-in Agreement

25. The *EnergyAustralia Feed-in Agreement* may be subject to change as a result of future legislative amendments to the *Electricity Industry Act 2000*. Otherwise, this agreement may only be varied with *your* explicit informed consent.
26. We will give *you* notice of any variation to *our* tariffs that will affect the *EnergyAustralia Feed-in Agreement*, including any changes to the value of rebate paid by *us* to customers receiving the Feed-In Tariff. We will give the notice as soon as practicable and no later than the next billing and payment cycle. A notice of a variation to *our* tariffs under *your Contract* is taken to be a notice under the *EnergyAustralia Feed-in Agreement*.
27. If *you* are receiving the 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

28. 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.
29. If there are any credits owing to *you* when the *EnergyAustralia Feed-in Agreement* ends, *EnergyAustralia* will pay *you* the equivalent amount.
30. *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 clause 24.1(d) of the *Energy Retail Code*.
31. 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* to be reconnected; whichever occurs first.

32. If the *EnergyAustralia Feed-in Agreement* or the *Contract* is a fixed-term *Contract*:
- 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
 - 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*.
39. 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). We will proceed in the manner specified in clause 28.2 of the *Energy Retail Code*.
40. A notice, consent, document or other communication given by *us* under a feed-in *Contract* will be given in a manner specified by clause 32 of the *Energy Retail Code*.
41. 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.

GST and ABN

33. If *you* have a *Small Renewable Energy Generation Facility* and are both a small retail customer (i.e. consuming less than 160 MWh per annum) and a *FiT Qualifying Customer* (i.e. receiving the Feed-In Tariff) *you* must either:
- 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
 - 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

34. 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.
35. We will retain crediting data for at least two years regardless of whether *you* remain *our* customer.
36. We will process any request for historical data in relation to feed-in arrangements in accordance with clause 27.2 of the *Energy Retail Code*.
37. The terms and conditions in this document do not limit, vary or exclude the operation of any terms and conditions of the *Contract*.
38. 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*.

Definitions and interpretation

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

"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*.

"Feed-In Tariff" means the tariff paid under a *FiT Qualifying Customer*.

"FiT Qualifying Customer" means a person who:

- Purchases electricity from *us*; and
- Engages in the generation of electricity;
- has been exempted by Order under section 17 of the *Electricity Industry Act 2000* from the requirement to hold a license 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*.

"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* and the *Electricity Industry Act 2000* have the same meaning in this document.