

Your Solar Terms and Conditions

EnergyAustralia Feed-in Agreement – South Australia

General

1. You have separate Contracts with EnergyAustralia. These include:
 - a. your **Energy Contract**, under which we sell you electricity; and
 - b. this **EnergyAustralia Feed-in Agreement**, under which we purchase electricity from you.
These will be shown separately on your bill.
2. Your Energy Plan Details will contain information about this EnergyAustralia Feed-in Agreement, 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 a Qualifying 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 Qualifying Generator to the distribution network, which meets our or your distributor's reasonable requirements, and any requirements under the Electricity Laws; and
 - d. the total capacity of the Qualifying Generator installed at your premises must not exceed 30kVA (10kVA per phase); and
 - e. any other requirements of the applicable Electricity Law from time to time, including any retailer feed-in tariff requirements and/ or distributor feed-in requirements.
4. You must immediately inform us if there are any changes to your situation that affect your eligibility (including changes to your Qualifying 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.

Distributor Feed-in Tariff Eligibility

6. To be eligible for the Distributor Rebate, you must be one of the following:
 - a. a Category 1 Qualifying Customer; or
 - b. a Prescribed Qualifying Customer.

Credit for electricity supplied

7. To the extent required by the Electricity Law, we will credit you the Retailer Rebate per kilowatt hour for the net amount of electricity you generate from your Qualifying Generator and feed back into the distribution network (i.e. electricity supplied in excess of that being used by you).
8. The amount which we will credit you includes the Retailer Rebate, 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 Retailer Rebate, which will be set out in your Energy Plan Details. These rates, and any further eligibility criteria, are stated in your Energy Plan Details and/ or on our website. We may amend these rates, in accordance with the Energy Laws, by giving written notice to you on the same terms specified in your Energy Contract.
9. The Distributor Rebate (if applicable):
 - a. does not apply in respect of Excluded Electricity (unless you are a Prescribed Qualifying Customer in which case it will apply);
 - b. only applies in respect of electricity fed into the network by the Qualifying Generator in excess of the first 45kWh each day (unless you are a Prescribed Qualifying Customer in which case it will apply); and
 - c. will not be paid in respect of a second or subsequent Qualifying Generator (unless you are a Prescribed Qualifying Customer in which case it will apply).
10. We will determine the amount of electricity fed into the network by calculating an average over a billing period to determine an average daily feed-in amount. This will be taken to be the daily amount fed into the network over the billing period (except if you are a Prescribed Qualifying Customer).
11. The credits for the electricity you supply will appear on the bill that we send to you under your Energy 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 Energy Contract. The credit will be applied against the charges payable by you to us for the supply of electricity under the Energy Contract.

12. If the amount to be credited to you under clauses 7 and 8 in respect of electricity fed into the distribution network in a particular billing period has not been set-off against the charges payable by you to us for the supply of electricity by the expiration of 12 months after the end of that billing period, you may request that we pay out the outstanding balance to you.
13. 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 Energy Contract.
14. The rate at which we purchase your electricity does not include GST, subject to clause 29.

Meter readings

15. We will base any credits payable to you on a reading of your meter that records the supply of electricity from the Qualifying 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 16 or some other event outside our control.
16. 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 Qualifying 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.
17. 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.
18. 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 Energy Contract.
19. You are responsible for the cost of installing and maintaining metering equipment at your premises.

Interruptions etc

20. 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 Qualifying Generator and the distribution network is interrupted, limited or disconnected.
21. 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 Energy Contract.

Alterations or disconnection

22. If a Qualifying Generator of a Prescribed Qualifying Customer is, on or after 1 September 2010, altered to increase the capacity or disconnected and moved to another site, the Distributor Rebate will not be payable from the date of the alteration or disconnection.
23. If a Qualifying Generator of a Prescribed Qualifying Customer is, on or after 1 October 2011, altered to increase the capacity or disconnected and moved to another site, the Distributor Credit will not be payable from the date of the alteration or disconnection.

Changes to the EnergyAustralia Feed-in Agreement

24. 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.
25. We can amend the EnergyAustralia Feed-in Agreement by written notice to you, on the same terms specified in your Energy Contract.

Termination

26. If the Energy Contract is ended by either party in accordance with the terms of the Energy Contract, the EnergyAustralia Feed-in Agreement automatically terminates at the same time.
27. 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 Qualifying 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 Qualifying Generator;
 - e. you ceasing to meet the eligibility criteria under clause 3;
 - f. the feed-in scheme in South Australia ending;
 - g. the Qualifying Generator no longer being connected to the distribution network;
 - h. 30 June 2028
28. We will stop providing you credits if your EnergyAustralia Feed-In Agreement is terminated in accordance with clauses 26 or 27. However, if there are any credits owing to you upon termination that you are validly entitled to, we will pay you the equivalent amount.
29. If you have an Qualifying 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 Qualifying 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 Qualifying 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 Qualifying 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

30. You bear all responsibility for your Qualifying Generator (including its use, maintenance, connection to the distribution network and electricity generated from it) and we have no responsibility or liability to read a meter in any relevant period as a result of you breaching clause 14 or some other event outside our control.
31. We will process any request for historical data in relation to feed-in arrangements in accordance with the Electricity Law.
32. A notice in relation to the EnergyAustralia Feed-in Agreement will be given in the same manner as notices given under your Energy Contract.
33. You are not entitled to a pay by the due date discount under your Energy Contract if your account is in credit due to the value of the electricity you generate from your Qualifying Generator.
34. 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.
35. Any Renewable Energy Certificates that are created through the generation of electricity from your Qualifying Generator will be retained by you.
36. We will handle any complaint by you in accordance with your Energy Contract.

Definitions and interpretation

"Category 1 Qualifying Customer" is a Qualifying Customer in relation to a Qualifying Generator where:

- a. the generator is a Qualifying Generator before 1 October 2011; or
- b. before 1 October 2011, you received permission to connect the generator to a distribution network from the holder of a licence authorising the operation of the network and by 29 January 2012, made arrangements with the holder of the licence for a new meter to be installed on account of that connection.

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

"Electricity Law" means the *Electricity Act 1996 (SA)*, the *Electricity (Feed-in Scheme - Solar Systems) Amendment Act 2008 (SA)*, the *Electricity (Miscellaneous) Amendment Act 2011 (SA)* and any other applicable acts, rules, regulations, orders, guidelines, licences, codes or conditions imposed relevant to the feed-in arrangement.

"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 Act 1996 (SA)*.

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

"Energy Laws" means the rules that apply to our sale of energy to you, including, without limitation, the National Energy Retail Rules.

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

"Excluded Electricity" means electricity generated by an Excluded Generator.

"Excluded Generator" means a small photovoltaic generator that, in the opinion of the operator of a distribution network from which permission to connect the generator is sought.

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

"Prescribed Qualifying Customer" means a Qualifying Customer in relation to a generator where permission to connect to a distribution network for a Qualifying Generator was obtained before 1 September 2010 and the Qualifying Generator fed electricity into the network by 29 January 2012.

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

- a. is a "small customer" under section 4 of the *Electricity Act 1996 (SA)*, being a customer with an annual electricity consumption level less than 160 MWh;
- b. has made an application to us to participate in the feed-in scheme in South Australia; and 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.
- c. is the occupier of premises in South Australia at which an Qualifying Generator is installed and connected to the distribution network.

"Qualifying Generator" means a Small Photovoltaic Generator that:

- a. is operated by a Qualifying Customer;
- b. complies with Australian Standard – AS 4777 (as in force from time to time or as substituted from time to time);
- c. is connected to a distribution network, which supplies electricity to 10,000 or more domestic customers, in a manner that allows electricity generated by the Small Photovoltaic Generator to be fed into the distribution network;
- d. is used in conjunction with a meter that complies with a code relating to meters published in relation to the Electricity Law; and
- e. is not an Excluded Generator. "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.

"Retailer Rebate" means the standard rate per kilowatt hour we pay to a Qualifying Customer for electricity supplied back into the grid. This may be a different amount from the Total Retailer Rebate which we pay to you (as described in clause 8).

"Small Photovoltaic Generator" means a photovoltaic system with capacity up to 10kVA for a single-phase connection and up to 30kVA for a three phase connection.

"Total Retailer Rebate" means the Retailer Rebate plus any additional feed-in tariff amount(s) (if any) per kilowatt hour, which we may decide to pay to an eligible Qualifying Customer from time to time. The Total Retailer Rebate 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'.