



EnergyAustralia

EnergyAustralia Pty Ltd
ABN 99 086 014 968

Terms and conditions

EnergyAustralia Premium Feed-in Agreement – Victoria

General

1. Your electricity plan will consist of two components, a *Contract* under which we sell you electricity and a *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 premium feed-in tariffs
8. Subject to the terms of this *EnergyAustralia Feed-in Agreement*, to be eligible for the *Premium Feed-in Tariff* you must be a *Qualifying Customer* who supplies electricity back into the grid from a *Qualifying Solar Energy Generating Facility*.
 9. If you are a residential customer under your *Contract* and a *Qualifying Customer*, the *Qualifying Solar Energy Generating Facility* for which the credit is received must be located at your principal place of residence. You are only entitled to credit for one *Qualifying Solar Energy Generating Facility* at your residence. If the premises is not a principal place of residence (for example, it is a business premises or community centre), your annual consumption rate of electricity at the premises must be 100 megawatt hours or less and you are only entitled to credit for one *Qualifying Solar Energy Generating Facility* per premises.
 10. *EnergyAustralia* also offers a *Standard Feed-in Tariff*. You are not eligible for both the *Standard Feed-in Tariff* and the *Premium Feed-in Tariff* for the electricity generated from the one *Qualifying Solar Energy Generating Facility*.
- ### Credit for electricity supplied
11. If you qualify for the *Premium Feed-in Tariff*, we agree to credit you for the electricity you supply back into the grid at a rate no less than of \$0.60 per kilowatt-hour of generation 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 *Premium 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 credits for 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 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 *Qualifying Solar Energy Generating 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 *Qualifying Solar Energy Generating 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 19 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 *EnergyAustralia Feed-in 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 the additional rebate paid by us to customers receiving the *Premium 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 *Premium Feed-in Tariff*, you must notify us 14 business days in advance of any change to your *Qualifying Solar Energy Generating Facility* that increases the capacity. Should this occur after the scheme end date, you will no longer be eligible for credits under the scheme.

Termination

28. If the *Contract* is ended by either party, the *EnergyAustralia Feed-in Agreement* automatically terminates at the same time. If you are a *Qualifying Customer* we may terminate the *EnergyAustralia Feed-in Agreement* on the fifteenth anniversary of the scheme start day, as defined in the *Electricity Industry Act 2000*. Otherwise, we may not terminate the *EnergyAustralia Feed-in Agreement* unless you and we enter into a new feed-in agreement or if you have transferred to another retailer in respect of your premises.
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*.
33. If *you* are supplying electricity back into the grid from a *Qualifying Solar Energy Generating Facility* from a property that is not a place of residence (for example, it is a business premises or community centre), we may terminate the *EnergyAustralia Feed-in Agreement* if *your* annual consumption of electricity at that property exceeds 100 MWh.

GST and ABN

34. If *you* have a *Qualifying Solar Energy Generating Facility* and are both a small retail customer (i.e. consuming less than 160 MWh per annum) and a *Qualifying Customer* (i.e. receiving the premium solar 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 *Qualifying Solar Energy Generating 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 *Qualifying Solar Energy Generating 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 *Qualifying Solar Energy Generating 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.
37. 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*.
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 Qualifying Solar Energy Generating 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). We will proceed in the manner specified in clause 28.2 of the *Energy Retail Code*.
41. 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*.
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 Market Retail *Contract* or Standard Retail *Contract*.

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

"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.

"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.

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

"Qualifying Solar Energy Generating Facility" means a photovoltaic generating facility that:

- has an installed or name-plate generating capacity of 5 kilowatts or less; and
- is connected to a distribution system.

“Qualifying Customer” means a person who:

- a. Purchases electricity from us; and
- b. Engages in the generation of electricity:
 - (i) at a property that the person occupies as their principal place of residence by means of one *Qualifying Solar Energy Generating Facility* the property; or
 - (ii) at one or more properties:
 - (A) that the person occupies, otherwise than as a place of residence, by means of one *Qualifying Solar Energy Generating Facility* at each of those properties; and
 - (B) at which the person’s annual consumption rate of electricity is 100 megawatt hours or less; and
- c. 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.

“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.

“Small Renewable Energy Generation Facility” means a generation facility of the following kind, connected to a distribution system that generates electricity and has an installed or name-plate generating capacity of less than 100 kilowatts:

- a. a wind energy generation facility;
- b. a solar energy generation facility;
- c. a hydro generation facility;
- d. a biomass energy generation facility;
- e. a facility or class of facility specified by the Governor in Council, by Order published in the Government Gazette, to be a small renewable energy generation facility.

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

“Standard Feed-in Tariff” means the tariff paid under a *EnergyAustralia Feed-in Agreement* standard terms and conditions for a *Standard Feed-in Tariff*. To be eligible for the *Standard Feed-in Tariff* you must supply electricity back into the grid from a *Small Renewable Energy Generating Facility*.