

Solar Feed-In Tariff (FIT) Scheme Terms

Victoria

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Feed-In Tariff Scheme Terms

Preamble

These Terms set out the conditions on which we will purchase electricity from you, our Customer, if you are a Qualifying Customer for the Feed-In Tariff scheme, and will apply in addition to your Contract without limiting, varying or excluding the operation of your Contract in any way.

These Terms may only be varied with your express consent, except where changes occur to the Energy Laws, in which case these Terms should be taken to be automatically amended. If any amendment materially affects your rights or obligations, we will advise you as soon as possible after the Energy Laws change. In the case of any inconsistency between the Energy Laws and these Terms, these Terms will prevail to the extent allowed by the Energy Laws. Any inconsistency not allowed by the Energy Laws will be void.

Unless otherwise specified, capitalised words used in these Terms are defined in clause 9.

1 About your FIT Agreement

1.1 Are you a Qualifying Customer?

- (a) To be a Qualifying Customer for a Supply Address, you must be a Customer who:
 - (i) purchases electricity from us at a rate of 100MWh or less per annum;
 - (ii) engages in the generation of electricity at your Supply Address through a Small Renewable Energy Generation Facility;
 - (iii) has been exempted by Order under section 17 of the Electricity Act from the requirement to hold a license in respect of the generation of electricity for supply and sale; and
 - (iv) has a suitable meter type and tariff at your Supply Address.
- (b) If you have a facility that generates renewable electricity and it is not connected to the distribution system to which your Supply Address is connected, on your request and as soon as practicable after you enter into a Contract with us, we will request your distributor to connect your facility to the distribution system, to enable your facility to become a Small Renewable Energy Generation Facility. We will make this request no later than the next Business Day after receiving from you all documentation required under the *Electricity Safety Act 1998* (Vic) and all documentation reasonably required by us or the relevant distributor.
- (c) If we determine that you are not, or cease to be, a Qualifying Customer, we will contact you to advise you of any other options you may have.

1.2 When does your FIT Agreement start?

- (a) Subject to clause 1.2(b) and (c) and any applicable cooling-off period in your Contract, we may agree a start date with you for your FIT Agreement.
- (b) Your FIT Agreement will start on the later of:
 - (i) the date we start supplying electricity to your Supply Address;
 - (ii) if you are already our Customer, the date:
 - (A) you accept the offer set out in your Electricity Plan and satisfy any relevant pre-conditions; or
 - (B) we start to sell you electricity under our Standing Offer; and

- (iii) the date you become a Qualifying Customer.
- (c) If you have entered into a Market Agreement with us, you must give us your express consent to entering into your FIT Agreement.

2 About your Feed-In Tariff

2.1 What is your Feed-In Tariff rate?

- (a) Your Feed-In Tariff rate is not less than the minimum rate set for each year by the Essential Services Commission, excluding GST, or if no rate is set, any reasonable rate determined by us from time to time.
- (b) If your generation of electricity from a Small Renewable Energy Generation Facility relates to a business enterprise carried on by you and you are registered for GST, you must provide us with your ABN. On receipt of your ABN, we will provide you with a 10% credit for the GST component of the Charges, in addition to the Feed-In Tariff rate detailed in clause 2.1(a).
- (c) From time to time, we may choose to credit you an additional amount for the electricity you feed back into the grid. We may withdraw this additional credit at any time by notice to you, in accordance with clause 2.1(e).
- (d) Within 10 Business Days of a request from you, we will give you information (in writing if you require) about the feed-in tariffs we can offer you.
- (e) We will give you notice of any variation to the Feed-In Tariff rate or additional amount credited by us under clause 2.1(c). The notice may be a message on your bill. We will notify you as soon as practicable, but by no later than your next bill. A notice of a variation to our tariffs under your Contract is taken to be a notice under your FIT Agreement.
- (f) We may set your Feed-In Tariff rate as a single-rate tariff or as a time-varying tariff.

2.2 How do we determine your Feed-In Tariff payment?

- (a) Unless you expressly consent otherwise, your Feed-In Tariff payment will be based on the amount of electricity you export to the grid during a Billing Cycle.
- (b) To enable us to determine your Feed-In Tariff payment under clause 2.2(a), you must:
 - (i) have a national electricity market compliant meter that records your supply of electricity to the grid; and
 - (ii) comply with clause 2.2(c) so that your meter can be read.
- (c) You must allow the Responsible Person, or the Responsible Person's representative, safe, convenient and unhindered access to your Supply Address and meter, for the purpose of reading your meter (and for connection, disconnection, reconnection, maintenance and repair). The person who requires access will carry or wear official identification and on request will show that identification to you.
- (d) If a reading of your meter cannot be obtained during any Billing Cycle and the Responsible Person provides us with an estimate of the amount of electricity you export to the grid, your Feed-In Tariff payment will be based on that estimate.
- (e) If your Feed-In Tariff payment is estimated under clause 2.2(d) and we later receive an actual reading of your meter, we will adjust your next bill under clause 2.5 to make

up the difference between the credit you received and the credit you should have been provided. We will also use our best endeavours to ensure that the meter is read at least once in any 12 month period.

2.3 When do we pay you for the electricity you export?

- (a) Subject to clause 2.3(b), we will apply the Feed-In Tariff as a credit against the Charges payable by you in each Billing Cycle, to pay you for any excess electricity you export to the grid.
- (b) We will not pay you for any electricity you export if a reading of your meter cannot be obtained and the Responsible Person does not provide us with an estimate of the amount of electricity you export to the grid under clause 2.2, or if some other event occurs that is outside our control.

2.4 What if your Feed-In Tariff credit exceeds our Charges?

If your Feed-In Tariff credit exceeds our Charges in any billing period, we will add the additional credit to your next electricity bill and carry over further credits to future electricity bills until the excess credit is extinguished. If there is any excess credit remaining when your Contract ends, we will pay you the equivalent amount.

2.5 What is your Feed-In credit is more or less than it should be?

If we over-credit or under-credit you for the electricity supplied by you back into the grid, we will rectify this error in accordance with the Energy Laws.

3 Billing and Payments

3.1 What do you have to pay?

In addition to the Charges set out in your Contract, you will need to pay any distributor and metering coordinator imposed charges. Upon your request we will inform you of the amount of any distributor and metering coordinator imposed charges before you enter into your FIT Agreement.

3.2 Bill reviews

If you ask us to, we will review any credits applied to your account as required by the Energy Laws.

3.3 Your historical billing information

- (a) We will retain your Feed-In Tariff payment information for at least two years regardless of whether you remain our Customer.
- (b) If you request any historical Feed-In Tariff payment information, we will process your request in accordance with the Energy Laws.

4 Ending your FIT Agreement

- (a) If your Contract is ended by either you or us, your FIT Agreement will automatically end at the same time.
- (b) We may not end your FIT Agreement unless you enter into a new electricity contract with either us or another retailer for the supply and sale of electricity to your Supply Address, in which case clause 4(d) will apply.
- (c) Subject to clause 4(d), you may end your FIT Agreement without notice.
- (d) Termination of your FIT Agreement will not become effective until the earlier of:

- (i) if you enter into a new Market Agreement and FIT Agreement with us, the date the new agreements commence;
 - (ii) if you enter into a new electricity contract with another retailer for the supply and sale of electricity to your Supply Address, the date the other retailer becomes responsible for offering to purchase the electricity you generate; or
 - (iii) if your Supply Address is disconnected, the date when you no longer have a right under the Energy Laws to be reconnected.
- (e) If your Electricity Plan contains a Benefit Period:
- (i) between 20 and 40 Business Days before the Benefit End Date, we will notify you of the date that the Benefit Period 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
 - (ii) the FIT Agreement will continue after the Benefit End 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 Act.

5 Force majeure

If an event occurs which is outside the reasonable control of us or you, and either you or we breach your FIT Agreement due to this event only, we will deal with the breach in accordance with the Energy Laws.

6 Complaints

We will handle any complaint by you in accordance with your Contract, or if no complaints handling process is specified, we will proceed in the manner specified in the Energy Laws.

7 Notices

- (a) Notices and bills under your FIT Agreement must be sent in writing, unless your FIT Agreement or the Energy Laws say otherwise. We may send notices to your contact address or your Supply Address.
- (b) Notices and bills are taken to have been received by you or by us (as the case may be):
 - (i) on the date it is handed to the party, it is left at the party's contact address or Supply Address (in your case) or one of our offices (in our case);
 - (ii) on the date three Business Days after we post it to your Supply Address or contact address or you post it to us; or
 - (iii) in the case of an email, on the date of transmission unless the sender receives notice that delivery did not occur or has been delayed.
- (c) You must advise us as soon as possible of any relevant change to your contact details.

8 Assignment

You may only assign or create an interest in your rights under your FIT Agreement with our prior written consent and we may do likewise though without the need for your consent.

9 Definitions

Benefit means any benefit set out in our Electricity Plan.

Benefit End Date means the last day of a Benefit Period.

Benefit Period means the timeframe during which we may provide you with a Benefit, as specified in our Electricity Plan.

Billing Cycle means the regular recurrent period for which you receive a bill from us.

Business Day means a day other than a Saturday, a Sunday or a public holiday in Victoria.

Charges mean the tariffs and fees you are required to pay us for our supply of electricity to you.

Contract means your contract with us for the sale of electricity to you, under either a:

- (a) Market Agreement; or
- (b) Standing Offer.

Customer means the person named in our Electricity Plan or Schedule.

Electricity Act means the *Electricity Industry Act 2000* (Vic).

Electricity Plan means the document setting out the terms of our offer to sell you electricity, including the Benefit, Feed-In Tariff, and other tariffs and charges.

Energy Laws means the Electricity Act, the Energy Retail Code, and all other relevant regulations, codes, procedures, statutory instruments, licences, proclamations and laws applicable to the sale and supply of electricity in Victoria;

GST has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Market Agreement means your contract with us for the sale of electricity to you, consisting of our Market Agreement Terms and Electricity Plan.

Qualifying Customer has the meaning described in clause 1.1(a).

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

Feed-In Tariff has the meaning described in clause 2.1(a).

FIT Agreement means the Feed-In Tariff Scheme Agreement that is formed between you and us when we purchase electricity from you under these Terms.

Schedule means the schedule to these Terms.

Small Renewable Energy Generation Facility has the meaning given in the Electricity Act.

Standing Offer means our offer to sell you electricity on terms and conditions that have been specified by law and prices as published on our website.

Supply Address means the premises to which we supply electricity, detailed in our Electricity Plan or Schedule.

Terms means these Feed-In Tariff Scheme Terms.