

Feed-in Tariff Terms

Effective 2 November 2023

Terms and Conditions

1. Background

1.1 About this Agreement

This Agreement covers the sale of Export Electricity by you to us at your Supply Address.

1.2 Eligibility

This Agreement applies to you, and you are eligible to receive a credit or payment for Export Electricity, if:

- (a) you have an Eligible Generation Unit installed at your Supply Address, which is connected to the distribution system;
- (b) you have an Electricity Sale Agreement with us for the supply of electricity for the Supply Address at which your Eligible Generation Unit is installed;
- (c) you are exporting or are proposing to export Export Electricity into the distribution system;
- (d) you have an Eligible Meter installed at your Supply Address; and
- (e) you have provided us with all relevant documentation regarding the Eligible Generation Unit as we have requested.

1.3 Electricity Sale Agreement

This Agreement is part of, and is incorporated into, your Electricity Sale Agreement with us. The terms of the Electricity Sale Agreement will prevail over this Agreement to the extent of any inconsistency.

2. Commencement and term

2.1 Connection to Distribution System

- (a) If you request us to do so, we will ask your distributor to connect your Eligible Generation Unit to the distribution system. If we request at any time, you must provide us with:
 - (i) all documentation required under all Regulatory Requirements required by us or the relevant distributor; and
 - (ii) confirmation that you have entered into an agreement with your distributor for the connection of your Eligible Generation Unit to the distribution system.
- (b) We may need to pass on connection costs from your distributor in respect of the connection, and will advise at the time what these costs will be.

2.2 Commencement of this Agreement

- (a) This Agreement commences on the Acceptance Date.

- (b) You are eligible to receive a credit or payment for Export Electricity once all of the below are satisfied:

- (i) your Supply Address has transferred to us under your Electricity Sale Agreement;
- (ii) your Eligible Generation Unit, in accordance with Regulatory Requirements and the requirements of your distributor, is connected to the relevant distribution system; and
- (iii) the relevant cables, accessories and appliances for your Eligible Generation Unit are certified as complying with Regulatory Requirements and the requirements of your distributor.

2.3 Ending of this Agreement

- (a) This Agreement will end:
 - (i) if you transfer your electricity supply at your Supply Address to another retailer, on the day your Supply Address transfers to the other retailer;
 - (ii) if your Supply Address is disconnected and you don't have a right to be reconnected, 10 Business Days after disconnection;
 - (iii) if you're no longer eligible for a Feed-in Tariff under this Agreement, on the date you are no longer eligible;
 - (iv) if you cease to meet the Eligibility Requirements, immediately on notice from us to you;
 - (v) if you breach any obligations under this Agreement and fail to remedy the breach in accordance with the notice we give you, by the time reasonably specified in the notice; or
 - (vi) if you enter into a new feed-in tariff agreement with us for the Supply Address, on the later of when the new agreement starts or any cooling off period for that agreement expires.

- (b) We may also end this Agreement at any time by giving you 20 Business Days' notice.

- (c) Ending this Agreement does not:

- (i) affect your or our accrued rights or obligations under the Agreement; or
- (ii) end your Electricity Sale Agreement.

3. Your obligations

3.1 Information

- (a) You must inform us as soon as possible of any change to your Eligible Generation Unit, metering, or if you are

moving out of your Supply Address in accordance with the Electricity Sale Agreement.

- (b) You authorise us to request, and you agree that your distributor can provide us, details of your net export generation or other consumption data from periods prior to the commencement of this Agreement.

3.2 General obligations

You must, and our obligations under this Agreement are subject to the requirement that you:

- (a) keep your Eligible Generation Unit and associated installations in safe condition at all times;
- (b) comply with any applicable Regulatory Requirements regarding your Eligible Generation Unit and this Agreement; and
- (c) if your Supply Address is a rental property, procure that the property owner comply with any obligations that you are unable to comply without their assistance.

4. Disconnection & Reconnection

4.1 Disconnection

- (a) We may disconnect your supply of Export Electricity to the distribution system (or request that your distributor do so) if:
 - (i) it is a necessary incident of exercising our rights to disconnect the supply of electricity to your Supply Address under the terms of your Electricity Sale Agreement with us; or
 - (ii) it is required by Regulatory Requirements.
- (b) If we (or your distributor) disconnect your supply of Export Electricity in accordance with clause 4.1(a), we may charge you a disconnection fee reflecting our direct costs arising from the disconnection (to the extent that those costs are not already being recovered by us under your Electricity Sale Agreement).

4.2 Reconnection

If your Supply Address has been reconnected in accordance with the terms of your Electricity Sale Agreement, we will arrange for your supply of Export Electricity to be reconnected on payment of a reconnection fee reflecting our direct costs arising from the reconnection (to the extent that those costs are not already being recovered by us under your Electricity Sale Agreement).

5. Feed-in Tariff Credits

5.1 General

- (a) You will be entitled to Feed-in Credits for any Export Electricity from your Eligible Generation Unit provided that you meet the Eligibility Requirements at all times.
- (b) Title in all Export Electricity will pass to us at the point at which that Export Electricity enters the relevant distribution system.

5.2 Calculation of Feed-in Credit

- (a) We will credit you for Export Electricity during each Billing Period in accordance with the following formula:

$$\text{Feed-in Credit} = \text{AMD} \times \text{FiT}$$

Where:

Feed-in Credit is the amount which we will credit to your bill during the relevant Billing Period under your Electricity Sale Agreement in respect of Export Electricity during that Billing Period

AMD is the volume of Export Electricity (in kWh) during that Billing Period

FiT is your Feed-in Tariff current at that time (in cents per kWh), where the initial rate is specified in your Product Terms.

- (b) We may deduct from the Feed-in Credit any amounts which we are entitled to charge you under this Agreement.

5.3 Change in feed-in tariff category

- (a) The continued application of a feed-in tariff category (including any Premium Feed-in Tariff) to you, or to your Supply Address, will depend on whether you or your Eligible Generation Unit continue to satisfy the conditions applying to that category.
- (b) If a change occurs such that the eligibility requirements of your feed-in tariff category are no longer met, then we may require you to transfer to another feed-in tariff category, regardless of whether you have informed us of that change.

5.4 Payment of Feed-in Credits

- (a) If your Feed-in Credits for a Billing Period exceed the amount of any charges under your Electricity Sale Agreement in that Billing Period, we will apply any surplus balance of Feed-in Credits to later bills issued under your Electricity Sale Agreement.
- (b) If you have a positive balance of Feed-in Credits at the time:
 - (i) that another retailer becomes the responsible retailer for your Supply Address; or
 - (ii) this Agreement is terminated,
 after all outstanding amounts have been paid under your Electricity Sale Agreement, we will make a payment to you equivalent to the balance of Feed-in Credits, at which point that balance is extinguished.
- (c) We may elect, from time to time during the term of this Agreement, to make a payment to you for your balance of Feed-in Credits, at which point that balance is extinguished, and you must give us your consent to make that payment to you in any manner as we see fit.

5.5 Additional costs you must pay

You must pay us the following additional costs:

- (a) any charges imposed under the Regulatory Requirements in respect of the generation and export of the Export Electricity; and
- (b) any taxes (including GST), duties, imposts, levies, regulated charges, costs, fees and charges that we have to pay (directly or indirectly) if we sell and supply goods and services to you under this Agreement.

6. Variations

6.1 Changes to these terms and conditions

We may vary the terms and conditions set out in this Agreement from time to time, including but not limited to circumstances where any applicable Regulatory Requirements are varied. We will give you notice of such variation within any timeframes required by any Regulatory Requirements.

6.2 Variations to Feed-in Tariff

We may vary the amount or structure of your Feed-in Tariff from time to time, including but not limited to circumstances where any Regulatory Requirements are varied. We will give you notice of such variation within any timeframes required by any Regulatory Requirements.

7. Liability

7.1 Warranties and rights

- (a) As a retailer, we cannot control, nor do we operate the distribution system. As a result, we cannot control your ability to export Export Electricity to the distribution system. Unless set out in this Agreement and to the extent permitted by law, we give no condition, warranty or undertaking and make no representation about the condition or suitability of the distribution system to accept your Export Electricity.
- (b) If any part of this Agreement is unlawful, unenforceable or invalid, that part will not apply, but the rest of the Agreement will continue unchanged.

7.2 Liability and indemnity

- (a) You indemnify us or any third party for any reasonably costs incurred in connection with or arising out of your breach of this Agreement, the Regulatory Requirements or negligence. Nothing in this clause 7.2(a) makes you liable for any loss, damage or liability arising from our fraud, negligence or wilful misconduct, or that of our agents, officers or contractors.
- (b) We're not liable to you under this Agreement for any claims, damages or losses you suffer as a result of your distributor's distribution system failing to accept the Export Electricity or your Eligible Generation Unit failing to generate any Export Electricity.

7.3 Set off

You agree that we may set off any amount owed by us under this Agreement against any amount owed to us under this

Agreement or the Electricity Sale Agreement, and that our liability to make payment will be reduced by the extent of any such set off.

7.4 Survival

This clause 7 survives the termination or expiry of this Agreement.

8. Taxes

- (a) If you have an ABN, you must provide it to us at the time you enter this Agreement.
- (b) If either:
 - (i) you have not provided us with a valid ABN; or
 - (ii) the ABN you have previously provided to us is not valid for any reason,you must provide a valid ABN to us no later than 10 days after the day on which we request that you do so.
- (c) If we are required, in our opinion, to withhold any amount in respect of tax from a payment to be made to you under this Agreement, we may do so and such withholding and payment to the relevant tax authority will be a good discharge of our obligation to pay the relevant amount to you.
- (d) In the event that we pay an amount to you without withholding an amount in respect of tax, you indemnify us for any loss we suffer as a result of failing to withhold including but not limited to penalties and interest, and any tax payable by us on a payment we receive under this clause 8(d) without regard to any tax loss, credit or offset otherwise available to us.

9. Regulatory Requirements

If the Regulatory Requirements require any matter to be included in this Agreement, then that matter is deemed to be included in this Agreement. In addition, if there is an inconsistency between the Regulatory Requirements and this Agreement, then the Regulatory Requirements will prevail to the extent of that inconsistency.

10. Assignment or novation

- (a) You may not assign, transfer or novate this Agreement without our consent.
- (b) Subject to the Regulatory Requirements, you agree we may:
 - (i) assign, transfer or novate this Agreement; and/or
 - (ii) transfer you as a customer, to any third party, any of our related bodies corporate or as part of the transfer of a substantial number of our customers to a third party.

You will be notified of any assignment, transfer or novation.

11. Governing Law

The laws of the State or Territory your Supply Address is in govern this Agreement. You and we submit to the non-exclusive jurisdiction of the courts in that State or Territory.

12. Interpretation and definitions

12.1 Interpretation

The provision governing interpretation in your Electricity Sale Agreement also apply to this Agreement.

12.2 Definitions

Terms in this document have the same meanings as given in your Electricity Sale Agreement, and:

Agreement means these terms and conditions.

Billing Period means the length of the period covered by each bill issued by us in accordance with the terms of your Electricity Sale Agreement for the Supply Address.

Electricity Sale Agreement means an agreement between you and us for us to sell you electricity at your Supply Address.

Eligible Generation Unit means a photovoltaic generator that:

- (a) if your Supply Address is in the ACT:
 - (i) is installed at the Supply Address;
 - (ii) when connected to the distribution system, complies with the service and installation rules made under the *Utilities (Technical Regulation) Act 2014* (ACT);
 - (iii) has a capacity less than 10 kW; and
 - (iv) in respect of Premium Feed-In Tariff, otherwise complies with the Regulatory Requirements.
- (b) if your Supply Address is in NSW:
 - (i) is installed at the Supply Address;
 - (ii) is connected to the distribution system in a way that allows Export Electricity to be exported to the distribution system; and
 - (iii) has a capacity less than 10 kW.
- (c) if your Supply Address is in Qld:
 - (i) is installed at the Supply Address in a way that allows electricity generated by the generator to be first used at the Supply Address and, if not used, exported to the distribution system;
 - (ii) complies with any safety or technical requirements as required by the Regulatory Requirements;
 - (iii) has a capacity less than 10 kW; and
 - (iv) in respect of Premium Feed-In Tariff, a single photovoltaic generator that otherwise complies with the Regulatory Requirements.
- (d) if your Supply Address is in SA:
 - (i) is operated by you;

- (ii) complies with Australian Standard – AS 4777 (as in force from time to time or as substituted from time to time);
 - (iii) is connected to the distribution system in a way that allows electricity generated by the generator to be exported to the distribution system;
 - (iv) has a capacity less than 10 kVA for a single-phase and less than 30 kVA for three-phase; and
 - (v) in respect of Premium Feed-In Tariff, otherwise complies with any other Regulatory Requirements.
- (e) if your Supply Address is in Vic:
- (i) is installed at the Supply Address;
 - (ii) is connected to the distribution system;
 - (iii) has a capacity less than 100 kW; and
 - (iv) in respect of Premium Feed-In Tariff, otherwise complies with any other Regulatory Requirements.

Eligible Meter means a meter that allows for the export of Export Electricity to the distribution system, and which complies with the Regulatory Requirements and your distributor's requirements.

Eligibility Requirements means the requirements in clause 1.2.

Export Electricity means electricity generated by your Eligible Generation Unit and exported into the relevant distribution system by you at your Supply Address, net of any electricity consumption at your Supply Address.

Feed-in Credit has the meaning given in clause 5.2(a).

Feed-in Tariff means the amount per kWh we'll credit or pay you for Export Electricity, comprising of either a Premium Feed-in Tariff, a Feed-in-Tariff we provide you or both (depending on your eligibility).

Premium Feed-In Tariff means the feed-in tariff which is required to be provided to you, if you are eligible:

- (a) if the Supply Address is in the ACT, under section 8 of the *Electricity Feed-In (Renewable Energy Premium) Act 2008* (ACT);
- (b) if the Supply Address is in Qld, under section 44A of the *Electricity Act 1994* (Qld);
- (c) if the Supply Address is in SA, under section 36AE of the *Electricity Act 1996* (SA); or
- (d) if the Supply Address is in Vic, under section 40FF of the *Electricity Industry Act 2000* (Vic).

Regulatory Requirements means any relevant Commonwealth, State or local government regulation, including all laws, regulations, subordinate legislation, proclamations, Orders in Council, licence conditions, codes, determinations made by a relevant regulator, guidelines or standards applicable from time to time in the State in which the Supply Address is located.

Supply Address means the address at which you purchase electricity from us under your Electricity Sale Agreement, and is generally specified as the supply address in the Product Terms section of the Electricity Sale Agreement.