



Victoria Government Gazette

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Electricity Industry Act 2000

ORIGIN ENERGY ELECTRICITY LTD ABN 33 071 052 287

Conditions for Purchase of Small Renewable Energy Generation Electricity

IMPORTANT NOTE

Section 40G of the **Electricity Industry Act 2000** requires Origin Energy Electricity Ltd (Origin), as a relevant licensee, to publish an offer comprising the prices at, and terms and conditions on, which Origin will purchase small renewable energy generation electricity from relevant generators.

Origin now publishes pursuant to section 40G of the **Electricity Industry Act 2000** an offer to purchase small renewable energy generation electricity from relevant generators in Victoria. The offer comprises the terms and conditions constituted by the Feed-In Agreement (including the Schedule to that Agreement). These terms and conditions will become effective in accordance with section 40H of the **Electricity Industry Act 2000**. The offer can be accepted by a relevant generator signing and returning the Feed-In-Agreement to Origin.

The price at which Origin offers to purchase small renewable energy generation electricity from relevant generators in Victoria (referred to in the Feed-In Agreement as the 'Export Energy Charge') pursuant to these terms and conditions is 20 cents per kWh (exclusive of GST). This price will become effective in accordance with section 40 H of the **Electricity Industry Act 2000**.

SPECIAL

FEED-IN AGREEMENT

This Agreement is only for customers in Victoria who purchase less than 160 MW/h per annum of Import Electricity and will only come into effect when Origin is satisfied that a Customer Inverter Grid Connection has been installed with the consent of the Distributor. Proof of such consent will include a Certificate of Electrical Safety or an executed Network Connection Agreement.

Recitals

- A. Origin sells electricity to the Customer in Victoria under the terms and conditions of an existing electricity sale agreement (the '**Sale Agreement**'). From the Start Date this sale of electricity will be governed by the terms and conditions of the Sale Agreement and this Agreement (and any agreement between the parties which from time to time replaces either the Sale Agreement or this Agreement).
- B. Origin wishes to purchase from the Customer and the Customer wishes to sell to Origin the Export Electricity.
- C. This Agreement constitutes the terms and conditions on which Origin purchases from the Customer, and the customer sells to Origin, the Export Electricity.

1. INTERPRETATION

1.1 Definitions

The following definitions apply in this document.

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

Agreement means this Feed-In Agreement (including the Schedule).

Applicable Regulations means all relevant legislation, regulations, codes, orders in council, licences, proclamations, directions or standards applicable to the transmission, distribution, generation or sale of electricity in Victoria or the National Electricity Market including, without limitation, the Energy Retail Code, the Act, the **Electricity Safety Act 1998** (Vic), the National Electricity Law and the **Privacy Act 1988** (Cth).

Billing Period has the same meaning as given in the Sale Agreement.

Business Day means any day other than a Saturday or Sunday or public holiday when banks in Victoria are open for business.

CES or **Certificate of Electrical Safety** means a certificate issued by a registered electrical contractor certifying that the Unit is safely and properly connected to the Distributor's distribution system.

Customer means the person so described in the Schedule.

Customer Inverter Grid Connection means an inverter which changes the Export Electricity from d.c. power to a.c. power.

Distributor is the distributor specified in the Schedule.

End Date means the date specified under the Schedule.

Export Electricity means the electricity generated by the Unit and injected into the distribution system as recorded by the Metering Equipment.

Export Energy Charge means the price from time to time published by Origin under section 40G of the Act (which will not be less than the charge for Import Electricity under the Sale Agreement).

Generator Supply Voltage is the voltage specified by the Distributor in the Network Connection Agreement.

Import Electricity means electricity supplied to the Customer under the Sale Agreement.

Network Connection Agreement means an agreement between the Distributor and the Customer detailing, amongst other things, the terms and conditions of dispatch, connection and disconnection of Export Electricity.

Metering Equipment means metering equipment for the Unit required under clause 7.1.

Metering Data means data produced by the Metering Equipment.

Ombudsman means the Energy and Water Ombudsman (Victoria).

Origin means Origin Energy Electricity Ltd ABN 33 071 052 287.

Quality Requirements are the quality requirements specified by the Distributor in the Network Connection Agreement.

Renewable Energy Certificates or **RECs** have the meaning given under the **Renewable Energy (Electricity) Act 2000** (Cth) and the Renewable Energy (Electricity) Regulations 2001 (Cth).

Responsible Person has the same meaning as in the National Electricity Rules.

Sale Agreement has the meaning in recital A.

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

Start Date means the later of the date specified in the Schedule and the satisfaction of the preconditions set out in clause 2.1.

Supply Address is the address in Victoria of that description set out in the Schedule.

Unit means any generating unit with a kW rating of no more than 100 kW that is a Small Renewable Energy Generation Facility owned by the Customer and installed at the Supply Address (and which is further described in the Schedule), and includes any ancillary electrical equipment.

1.2 Rules for interpreting this document

A reference to:

- (a) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (b) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
- (c) a singular word includes the plural, and vice versa;
- (d) a year is a year commencing on the Start Date and every anniversary thereof and finishing one year later;
- (e) a day is the period of time commencing at midnight and ending 24 hours later; and
- (f) a month is a calendar month.

1.3 Multiple parties

If a party to this document is made up of more than one person, or a term is used in this document to refer to more than one party:

- (a) an obligation of those persons is joint and several;
- (b) a right of those persons is held by each of them severally; and
- (c) any other reference to that party or that term is a reference to each of those persons separately, so that (for example) a representation, warranty or undertaking is given by each of them separately.

1.4 Sale Agreement

The parties acknowledge that they must each comply with the Sale Agreement and that nothing in this Agreement varies the Sale Agreement. Except where expressly stated otherwise, to the extent of any inconsistency between this Agreement and the Sale Agreement with respect to provisions dealing with Export Electricity (including relating to metering, costs and charges) this Agreement prevails.

2. PRECONDITIONS

2.1 This Agreement does not commence until:

- (a) the Customer has demonstrated to Origin's satisfaction that the Customer Inverter Grid Connection has been installed with the consent of the Distributor. Proof of such consent includes a CES or an executed Network Connection Agreement; and
- (b) the Unit is connected to the Distributor's distribution system.

2.2 If the Customer makes an application to Origin to be connected at the Supply Address, Origin will make a request to the Distributor to connect the Unit as soon as practicable to the Distributor's distribution system. Origin will make the request to the Distributor by no later than the next Business Day after Origin receives from the Customer all documentation required under the **Electricity Safety Act 1998** (Vic) and all documentation reasonably required by Origin or the Distributor, including:

- (a) acceptable identification;
- (b) contact details; and
- (c) if the request relates to a rental property, contact details for the property owner or owner's agent.

The Customer is responsible for and must reimburse Origin for all reasonable costs incurred by Origin in connection with making a request to the Distributor on behalf of the Customer under this clause 2.2. Origin may issue an invoice to the Customer in respect of such amount in accordance with clause 9.11.

2.3 The Customer acknowledges that by executing this Agreement it is giving its explicit informed consent to the commencement of the Agreement.

3. ADDITIONAL COSTS

3.1 The Customer acknowledges that the Customer may be required to pay the following costs under this Agreement:

- (a) the cost of installing and maintaining any additional metering equipment or upgrades to existing metering equipment required by Origin or the Distributor under clause 7.1, including the costs of a site assessment by either a Distributor's or Origin's representative;
- (b) any applicable costs referred to in clause 2.2 and charges in clause 9; and
- (c) the cost of any additional works required by Origin or the Distributor in relation to the Unit.

3.2 The Customer acknowledges that Origin has informed the Customer of the amount of the costs referred to in clause 3.1 prior to the date of this Agreement.

3.3 The Customer acknowledges that:

- (a) it may be required to pay amounts in addition to those referred to in clause 3.1 in relation to this Agreement in respect of costs associated with the supply of Export Electricity which have not been identified as at the date of this Agreement. Those amounts will be charged to the Customer at cost; and
- (b) if the Customer requests Origin to carry out any work in respect of the Unit, Origin will advise the Customer of the cost of carrying out that work prior to commencing and, if the Customer agrees to that cost, Origin will carry out the work and can recover that cost from the Customer.

4. SUPPLY OF ELECTRICITY BY THE CUSTOMER

The Customer agrees to supply to Origin, or to another party at Origin's direction, all Export Electricity on the terms of this Agreement.

5. SUPPLY OBLIGATIONS

5.1 The Customer will supply Origin with Export Electricity at the Generator Supply Voltage and in accordance with the Quality Requirements. The Customer must ensure that variations in voltage and frequency do not exceed the levels required by any Applicable Regulations.

5.2 The Customer must supply the Export Electricity at the point where the Distributor's distribution system connects to the Supply Address.

5.3 If the Customer wishes to modify the specifications of the Unit, the Customer must obtain Origin's and the Distributor's prior written approval to those modifications.

6. RENEWABLE ENERGY CERTIFICATES

6.1 Origin does not purchase Renewable Energy Certificates from the Customer under this Agreement.

7. METERING

7.1 The Customer must arrange metering equipment for the Unit that meets Origin's and the Distributor's reasonable requirements (including that the metering equipment comply with Applicable Regulations) to be installed and maintained at the Supply Address at the Customer's cost.

7.2 The Customer agrees that, subject to all Applicable Regulations, the Metering Data will be available to Origin and any other person to whom Origin is required to provide it by Applicable Regulations.

7.3 The parties acknowledge that the person responsible for the Metering Data will ensure that the Metering Data complies with the Applicable Regulations.

7.4 The Customer must at all times provide representatives of Origin, the Distributor and the Responsible Person with safe, convenient and unhindered access (including for the representatives' equipment) to the Unit and the Metering Equipment at the Supply Address for the purpose of reading the metering equipment and for connection, disconnection, reconnection, maintenance and repair. The representatives must carry official identification and produce that official identification on request by the Customer.

7.5 Origin will use its best endeavours to ensure that the Metering Equipment is read at least once in any 12 month period. For the avoidance of doubt, Origin will not breach this clause 7.5 if Origin is unable to read the Metering Equipment in any relevant period as a result of the Customer breaching clause 7.4 or as a result of some other event outside Origin's control.

8. THE CUSTOMER'S OBLIGATIONS

8.1 The Customer must comply with all obligations imposed on the Customer by the Applicable Regulations. The Customer must make itself aware of these obligations.

8.2 The Customer must, if it has not done so under the Sale Agreement, enter into a Network Connection Agreement with the Distributor.

8.3 The Customer must install, maintain and operate the Unit so as not to cause or be likely to cause any damage or loss to Origin or any third party, and only allow appropriately qualified people to perform work on the Unit.

8.4 The Customer must inform Origin as soon as possible of any relevant change to its contact details.

- 8.5 The Customer warrants that the Unit is a Small Renewable Energy Generation Facility and that the Customer is exempt from the requirement to hold a licence in respect of the generation for supply or sale of the Export Electricity. The Customer acknowledges that if the Unit ceases to be a Small Renewable Energy Generation Facility or the Customer ceases to be exempt from the requirement to hold a licence in respect of the generation for supply or sale of the Export Electricity that the Customer will be in breach of this Agreement.
- 8.6 The Customer warrants that its generation of electricity by the Unit is private and domestic by nature and not related to any business enterprise carried on by the Customer, and for this reason the Customer has not provided an ABN to Origin in respect of any Export Energy Charge paid to the Customer in respect of the Export Electricity.
- 8.7 The Customer must notify Origin immediately if it is unable to provide the warranty in clause 8.6. The Customer indemnifies Origin against any loss suffered by Origin as a result of failure by the Customer to provide such notification.

9. CHARGES

- 9.1 The Customer will pay Origin for all Import Electricity supplied to the Customer in accordance with the Sale Agreement.
- 9.2 Origin will pay the Customer the Export Energy Charge for all Export Electricity supplied to Origin in accordance with this Agreement between the Start Date and the date of termination of the Agreement.
- 9.3 The Customer will pay Origin all amounts described under this Agreement as being payable by the Customer to Origin.
- 9.4 Subject to clause 9.10, the amount of Export Electricity supplied during a Billing Period will be as measured by the Metering Equipment, except that where the Export Electricity is supplied at a low voltage, the amount of Export Electricity supplied will be adjusted for LV/MV transformer losses.
- 9.5 Subject to clause 23, the Customer is solely liable for payment of all taxes (including but not limited to corporate taxes, personal income tax, fringe benefits tax, payroll tax, stamp duty, withholding tax, PAYG, turnover tax and excise and import duties, and any subcontractor's taxes) which may be imposed in relation to the Unit or any payments or credits made to the Customer under this Agreement.
- 9.6 If Origin forms the view that it is required to withhold any amount in respect of tax from any payment or credit to be made to the Customer under this Agreement, it is entitled to do so and such withholding and payment to the relevant taxing authority will be a good discharge of its obligation to pay the relevant amount to the Customer. In the event that Origin pays an amount to the Customer without withholding an amount in respect of tax, the Customer must indemnify Origin for any loss suffered by Origin as a result of failing to withhold. Such loss will be calculated at the withholding tax rate applied by statute or regulation from time to time.
- 9.7 The Customer is responsible for paying any charges imposed under the National Electricity Rules in respect of the generation and dispatch of the Export Electricity.
- 9.8 Origin will give the Customer notice of any variation to Origin's tariffs that affects this Agreement as soon as practicable and in any event no later than the next bill.
- 9.9 On request, Origin will provide the Customer with reasonable information on any feed-in tariffs Origin may offer to the Customer. The information must be given within 10 Business Days of the Customer's request and, if the Customer so requests, in writing.

- 9.10 If Origin is not able to reasonably or reliably determine the amount of Export Electricity the Customer supplies to it in a Billing Period on a reading of the Metering Equipment, Origin is not required to make any payment in respect of that Export Electricity unless and until the Distributor estimates the Export Electricity in accordance with Applicable Regulations. To the maximum extent permitted by law, the Customer acknowledges that no dispute should be raised under any dispute resolution scheme against Origin in respect of a payment for Export Electricity where that payment has not been made because the Distributor has not yet estimated the Export Electricity in accordance with Applicable Regulations.
- 9.11 Origin will issue a bill to the Customer at the Supply Address or at another address nominated by the Customer. The bill will set out:
- (a) the amount owed by Origin to the Customer in respect of the Export Electricity supplied during the relevant Billing Period, being the amount of Export Electricity referred to in clause 9.4 multiplied by the Export Energy Charge; and
 - (b) any other amounts owed by the Customer to Origin under this Agreement in respect of the relevant Billing Period,
- and will otherwise comply with the billing requirements under the Sale Agreement.
- 9.12 Origin must pay any amount owing by it under a bill by crediting that amount against the bill rendered by Origin under the Sale Agreement in respect of the same Billing Period. The Customer acknowledges that the amount must be credited against the GST-inclusive amount payable under bills rendered by Origin under the Sale Agreement.
- 9.13 The Customer must pay any amount owing by it under a bill by the due date specified in the relevant bill. Payment may be made by cheque, direct debit or such other method as may be specified from time to time on the bill and in each case to the accounts or addresses and in the manner specified on the bill.

10. REVIEW OF BILLS

- 10.1 Origin will review a bill at the Customer's request. During the review, the Customer must pay that portion of the bill not in dispute or an amount equal to the average amount of the Customer's bills in the previous 12 months (whichever is the lower).
- 10.2 If the bill under review is:
- (a) correct, the Customer must either pay the unpaid amount or request Origin to arrange a test of the Metering Equipment in accordance with Applicable Regulations. If the Customer's Metering Equipment is found to comply with Applicable Regulations, the Customer must pay the cost of the test and pay the unpaid amount; or
 - (b) incorrect, Origin must adjust the bill in accordance with clause 10.3.
- 10.3 In recovering any undercharging, Origin will
- (a) limit the amount to be recovered as follows:
 - (i) if the error results from a failure of Origin's billing systems, to no more than the amount of the net error in the 9 months prior to the date on which Origin notified the Customer that undercharging has occurred;
 - (ii) otherwise, to no more than the net amount of the undercharging in the prior 12 months.

To the extent necessary, the amount undercharged is to be calculated in proportion to relevant periods between dates on which the customer's meter has been read;
 - (b) list the amount to be recovered as a separate item in a special bill or in the Customer's next bill together with an explanation of the amount;

- (c) not charge the Customer interest on the undercharged amount; and
 - (d) offer the Customer time to pay the undercharged amount in a payment arrangement covering a period at least equal to the period over which the recoverable undercharging occurred.
- 10.4 Origin will retain the Customer's historical payment or crediting data ('data') for at least two years after the end of the Billing Period to which it relates, regardless of whether this Agreement has terminated.
- 10.5 The Customer may request copies of the Customer's data.
- 10.6 Origin will impose a fee on the Customer if the Customer's request under clause 10.5 is not the first request made by the Customer within the preceding year or the data requested relates to a period prior to the preceding two years unless data is required for the purposes of handling a genuine complaint made by the Customer.

11. ELECTRICAL EQUIPMENT

- 11.1 The Customer must give Origin and the Distributor an opportunity to satisfy themselves that the electrical equipment at the Supply Address complies with the Applicable Regulations.
- 11.2 Origin carries out this work for its own purposes. The Customer must not rely on Origin's conclusions, and Origin will not be liable for any damage or loss caused by any fault or inadequacy in the equipment.

12. DURATION

- 12.1 This Agreement begins on the Start Date and ends on the End Date, unless earlier terminated in accordance with this Agreement. If after the End Date, Origin continues to take a supply of electricity from the Customer and the Customer has not signed a new agreement with Origin or another retailer, then the terms of this Agreement will continue to regulate the parties' relationship until a new agreement is signed or the supply ceases (whichever comes first).
- 12.2 Origin must notify the Customer of the following information between one and two months prior to the End Date:
- (a) the date of the End Date;
 - (b) the options available to the Customer in relation to the Export Electricity.

13. COMPLAINTS

A complaint by the Customer in relation to this Agreement will be handled by Origin 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) and clause 28.2 of the Energy Retail Code.

14. FORCE MAJEURE

If an event occurs which is outside the reasonable control of Origin or the Customer and Origin or the Customer breaches this Agreement due to this event only ('force majeure event'), the obligations of the parties under this Agreement are suspended to the extent to which they are affected by the event as long as the event continues; and Origin or the Customer must give the other prompt notice of that fact including full particulars of the event, an estimate of its likely duration, the obligations affected by it and the extent of its effect on those obligations and the steps taken to remove, overcome or minimise its effects. However:

- (a) the party claiming a force majeure event must use its best endeavours to remove, overcome or minimise the effects of the event as quickly as possible. However, this does not require a party to settle any industrial dispute in any way which is not acceptable to that Party; and

- (b) nothing in this clause 14 nor in any term of this Agreement or the Sale Agreement which is not inconsistent with this clause 14 varies or excludes the operation of section 117 of the Act or section 120 of the National Electricity Law.

15. ENDING THE AGREEMENT

- 15.1 Origin may terminate this Agreement:
 - (a) if the Sale Agreement ends, with effect from the Sale Agreement ending on notice to the Customer;
 - (b) if the Customer becomes insolvent or in Origin's opinion shows signs of becoming insolvent, immediately on written notice to the Customer;
 - (c) if the Customer breaches this Agreement and fails to remedy the breach, on 10 Business Days written notice to the Customer; or
 - (d) on 30 days written notice for convenience.
- 15.2 The ending of this Agreement does not affect a party's accrued rights under the Agreement.
- 15.3 The Customer may terminate this Agreement at any time by written notice and Origin may impose an early termination fee (detailed in the Schedule) and termination will not become effective until the later of:
 - (a) if the Customer and Origin enter a new feed-in agreement, the expiry of any cooling-off period in respect of the new agreement;
 - (b) if the Customer wants to enter a feed-in agreement with another retailer, the date when the other retailer becomes responsible for the feed-in agreement; or
 - (c) the Sales Agreement is terminated and the Supply Address has been disconnected, the date when the Customer no longer has a right under the Energy Retail Code to be reconnected.

16. LIABILITY & INDEMNITY

- 16.1 To the maximum extent permitted by law, the Customer indemnifies Origin and will hold Origin harmless against all direct and indirect liabilities incurred by Origin (including claims by third parties) in respect of loss or damage or death or injury suffered as a result of:
 - (a) the Customer's failure to comply with any obligation under this Agreement or to procure that its representatives, officers, employees or agents comply with any obligation under this Agreement; and
 - (b) the negligent or reckless acts or omissions of the Customer or its representatives, officers, employees or agents in performing obligations under this Agreement.

To the maximum extent permitted by law, Origin is not liable to the Customer or any person claiming through the Customer for any costs, expenses, death, injury, loss or damage (whether direct or indirect and howsoever arising) from the supply of electricity or any matter not arising in connection with this Agreement.

17. ASSIGNMENT

- 17.1 The Customer must not novate this Agreement or assign, transfer or deal with its rights under this Agreement, or agree to do so, without Origin's written consent.
- 17.2 Origin may only assign this Agreement with the Customer's consent, unless the assignment forms part of the transfer to the same third party of all or substantially all of Origin's retail business.

18. WAIVER

Any failure by Origin to exercise any of its rights or powers under this Agreement is not a waiver of those rights or powers.

19. VARIATION

- 19.1 Subject to clauses 19.2 and 22, the Parties may vary this Agreement by agreement in writing between the Customer and Origin.
- 19.2 The Export Energy Charge is varied each time Origin publishes a new price under section 40G of the Act. Origin will notify the Customer as soon as practicable of any variation to the Export Energy Charge.

20. NOTICES

A notice, consent, document or other communication given must be in writing and given by hand, by fax, by mail or by email unless the relevant clause of this Agreement provides otherwise.

21. WHOLE AGREEMENT

This Agreement sets out all the terms agreed between the Customer and Origin for the supply of electricity to Origin by the Customer, and the Customer acknowledges that it has not relied on any representation, inducement, warranty or promise which is not contained in it. The parties acknowledge that the Sale Agreement deals with the supply of electricity to the Customer by Origin and that it is a separate contract to this Agreement.

22. CHANGES TO LAW

The parties acknowledge that there may be changes to the Applicable Regulations to which the parties are subject. The parties agree that if in Origin's reasonable view changes to the Applicable Regulations materially alter the parties' rights or obligations under this Agreement, Origin may amend this Agreement to take into account those changes by written notice to the Customer.

23. GST

- 23.1 Notwithstanding any other provision in this Agreement, if the Supplier is or becomes liable to pay GST in connection with any Supply:
- (a) the Recipient must pay to the Supplier, in addition to the Agreement Price, an additional amount equal to the amount of that GST;
 - (b) the Recipient must pay the Agreement Price plus the additional amount on account of GST within 14 days of receiving a tax invoice from the Supplier for that Supply or as otherwise provided in this Agreement;
 - (c) If the GST payable in relation to a Supply made under or in connection with this Agreement varies from the additional amount paid or payable by the Recipient under paragraph (a) such that a further amount of GST is payable in relation to the Supply or a refund or credit of GST is obtained in relation to the Supply, then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any payment, credit or refund under this paragraph is deemed to be a payment, credit or refund of the additional amount payable under paragraph (a). If an adjustment event occurs in relation to a Supply, the Supplier must issue an adjustment note to the Recipient in relation to that Supply within 14 days after becoming aware of the adjustment;
 - (d) where a party reimburses the other party for an expense or other amount incurred in connection with any wholly or partly creditable acquisition or any wholly or partly creditable importation made by that other party, the amount reimbursed shall be net of any input tax credit claimable in respect of that acquisition or importation (as the case may be);
 - (e) the parties agree to make any changes, which in the reasonably held opinion of Origin Energy are required to this clause to reflect any changes in the GST law.

In this clause, all italicised and emboldened terms, have the same meaning as in the **A New Tax System (Goods and Services Tax) Act 1999** (Cth) and in the GST law.

In addition:

‘Agreement Price’ means the consideration to be provided under this Agreement for the Supply (other than under this clause);

‘Recipient’ means the party that receives the Supply from the Supplier;

‘Supplier’ means the party that provides the Supply to the Recipient and includes the representative member of the GST Group if the Supplier is a member of a GST Group; and

‘Supply’ means any supply to the Recipient by the Supplier pursuant to this Agreement. However, if the GST law treats part of a supply as a separate supply for the purpose of determining whether GST is payable on that part of the supply or for the purpose of determining the tax period to which that part of the supply will be attributable, such part of the supply will be treated as a separate supply for the purposes of this clause.

24. GOVERNING LAW

This Agreement is governed by the laws in force in Victoria and the parties agree to submit to the non-exclusive jurisdiction of the Victorian Courts.

Schedule

- 1. **Customer Name:**
- 2. **Supply Address:** [Which must be in Victoria]
- 3. **Address for Notices:** [If different from the Supply Address]
- 4. **Start Date:** [Start Date is the later of the date specified here and the date of installation of the Unit.]
- 5. **End Date:** [5 years after Start Date]
- 6. **Unit (Size in kW):** [maximum 100 kW]
- 7. **Distributor:**
- 8. **Early Termination Fee:** [insert fee]

By signing below, the Customer agrees to be bound by this Agreement.

Signature _____

Name (Please print) _____

Date _____

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