



Victoria Government Gazette

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Electricity Industry Act 2000

CONDITIONS FOR THE PURCHASE OF ELECTRICITY FROM SMALL RENEWABLE ENERGY GENERATION FACILITIES (FEED-IN OFFER) BY RED ENERGY PTY LTD

The **Electricity Industry Act 2000** has been amended to require licensed electricity retailers, including Red Energy Pty Ltd, to publish an offer comprising the prices at, and terms and conditions on, which they will purchase electricity from small renewable energy generation facilities. The offer is generally referred to as a feed-in offer.

Red Energy Pty Ltd is therefore publishing, pursuant to the **Electricity Industry Act 2000**, its respective prices and terms and conditions for its feed-in offers. These take the form of Additional Feed-in Terms and Conditions which will supplement those in Red Energy's current Customer Charter and Additional Terms and Conditions for all electricity customers who use less than 160MWh/year, which can be found at www.redenergy.com.au. These Additional Feed-in Terms and Conditions will become effective in accordance with the amended **Electricity Industry Act 2000**.

ADDITIONAL FEED-IN TERMS AND CONDITIONS

Definitions

'Distribution System' means a network of pipes or wires, meters and controls used to supply and sell electricity or which a Distributor uses to transport electricity for supply to customers.

'Feed-in Tariff' means the price paid to you by us for renewable energy generated at and fed back into the Distribution System from your Premises. This tariff will not at any time be less than the tariff that we charge you for electricity supplied by us to your Premises.

'Feed In Contract' means an Agreement between you and us for your electricity supply and feed-in arrangements for a Small Renewable Energy Generation Facility and includes these Additional Feed-in Terms and Conditions.

'Renewable Energy Certificate' has the same meaning as is contained in the **Renewable Energy (Electricity) Act 2000** (Cth).

'Small Renewable Energy Generation Facility' ('SREGF') has the same meaning as is set out in the **Electricity Industry Act 2000**.

Other definitions are the same as those in Red Energy's current Customer Charter.

Feed-in Terms and Conditions

1. Sale and Purchase Obligations

1.1 You agree to sell and we agree to purchase electricity generated by your SREGF and exported from your Premises to the Distribution System at the Feed-in Tariff specified in your Product and Pricing Schedule.

1.2 You acknowledge that:

(a) As an electricity retailer, we do not operate or physically control the Distribution System and, accordingly we cannot and do not guarantee or make any representations to you concerning:

- (i) the quality or the frequency of electricity produced by or supplied to you;
- (ii) interruptions to the flow of electricity;
- (iii) the occurrence of any power surges or power dips; or
- (iv) the ability of the Distributor to accept exported electricity;

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- (b) we are not responsible for the acts or omissions of any third party (including where applicable your Distributor);
 - (c) we do not give any express or implied warranty to you about the adequacy, safety or other characteristics of your own SREGF, electrical installation or equipment; and
 - (d) you are solely responsible for any electricity produced by the SREGF which is not exported to the Distribution System or which was exported to the Distribution System by you in breach of your connection agreement with the Distributor or not in compliance with all legal and regulatory requirements.
- 1.3 Our obligations under your Feed-in Contract will not commence until appropriate metering equipment has been installed, you are registered as our customer for the Premises (in accordance with legal and regulatory requirements) and you have satisfied any other pre-conditions notified to you by us or your Distributor.
- 2. Connection and Services
 - 2.1 You must arrange or have arranged for connection of the SREGF to the Distribution System in compliance with all legal and regulatory requirements.
 - 2.2 Where, in our view (acting reasonably), equipment which is appropriate to measure, record and display the amount of electricity exported from the Premises to the Distribution System ('Metering Equipment') has not been installed at the date of your Feed-In Contract, we will arrange for the installation at the Premises of such equipment for a charge payable by you which we will agree with you in advance of entering into a Feed-in Contract. The recording on the Metering Equipment will be prima facie evidence of the amount of electricity that is exported from the Premises to the Distributor. The Metering Equipment remains the property of the Distributor or the relevant metering provider.
 - 2.3 Upon receipt of your request to connect your SREGF to the Distributor's Distribution System, we will as soon as possible (and no later than the next business day) request such a connection by the Distributor and/or relevant metering provider as applicable, provided:
 - 2.3.1 you have satisfied clause 1 of the Energy Retail Code with respect to the Feed-In Contract; and
 - 2.3.2 you have provided all documents required under the **Electricity Safety Act 1998** and any other documentation reasonably required by us and by the Distributor and/or relevant metering provider.
- 3. Additional obligations
 - 3.1 At all times, you must ensure that you comply with your connection agreement with the Distributor and meet all applicable legal and regulatory requirements, guidelines and Australian standards as may be in force from time to time.
 - 3.2 You must provide us and our agents with safe access to the SREGF for inspection purposes at all reasonable times and on reasonable notice, and agree to notify us as to any safety hazard which could pose a risk to the health or safety of our representatives.
- 4. Payment of the Feed-In Tariff
 - 4.1 We will pay you the Feed-In Tariff (as set out in the Product and Pricing Schedule and as amended from time to time by Red Energy in its absolute discretion by notification to you) with the same billing frequency that we bill you for electricity.
 - 4.2 We will pay you an amount calculated by multiplying the Feed-in Tariff by the amount of actual electricity exported from your Premises to the Distribution System during the relevant period. If meter data is not available or we are unable to reliably base your bill on a reading of your meter, we can estimate the amount of electricity exported from your Premises.

5. Assignment of Renewable Energy Certificates
 - 5.1. Unless otherwise agreed with us in writing, your Feed-in Contract does not assign to us any rights and interests in Renewable Energy Certificates generated by the SREGF.
6. Termination
 - 6.1 If you are disconnected by us in accordance with provisions of the Retail Code and our Customer Charter, we may also direct the Distributor to disconnect the SREGF from the Distribution System.
7. General
 - 7.1 We do not require you to buy gas from us in order to enter into a Feed-In Contract with us.
 - 7.2 We will process a request from you for meter data relating to your Feed-In Contract in the same manner as a request for historical data relating to a supply of electricity to a customer under the Retail Code.
 - 7.3 These Additional Feed-In Terms and Conditions may only be varied by notice in writing from us to you. Your Feed-In Tariff can be varied by us by providing you with notice of that change as soon as possible, and in any event, no later than your next bill.

Feed-in Tariffs

A customer's Feed-In Tariff will depend upon their location and in particular to which Distribution Network their property is connected. Red Energy Feed-In Tariffs are as follows:

Network Area	Service to Property	Peak	Controlled*
	c/day	c/kWh	c/kWh
SP Ausnet	95.00	14.46	8.90
Alinta (United)	90.00	15.42	8.81
Citipower	93.00	14.17	7.27
Powercor	97.00	15.96	7.13
Alinta AE	90.00	15.61	8.05

*Controlled tariffs above apply to off peak consumption for customers with an existing, separately metered, dedicated circuit e.g. hot water supplies.

The customer's applicable Feed-In Tariff from the table above will be confirmed in their Product and Pricing Schedule which will be provided when a Feed-In Contract is requested.

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