



# 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 replace those published in Victoria Government Gazette No. S41, Tuesday 19 February 2008, and will become effective in accordance with section 40H of the **Electricity Industry Act 2000**. The offer can be accepted by a relevant generator contacting Origin to arrange completion and signing of the Schedule attached to the Feed-In Agreement.

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 at prices (each an 'Export Tariff') which reflect either the size of the relevant generator or the purpose for which the small renewable energy generation electricity is generated. The Feed-In Agreement explains which Export Tariff applies to a particular relevant generator. The Export Tariffs offered in connection with the Feed-in Agreement are:

- (a) **Export Tariff One:** 11.5 cents per kWh (inclusive of GST);
- (b) **Export Tariff Two:** 6 cents per kWh (inclusive of GST);
- (c) **Export Tariff Three:** this Export Tariff varies depending on the network area in which a relevant generator is located and the time of day during which the small renewable energy generation electricity is generated:

Network Area	(cents/kWh inclusive of GST)	
	Peak (7am – 11pm Mon–Fri)	Off peak (all other times)
Citipower	19.723	8.910
Powercor	22.143	7.810
United Energy	20.570	10.890
Alinta	20.625	9.900
SP AusNet	21.230	11.550

- (d) **Export Tariff Four:** this Export Tariff varies depending on the network area in which a relevant generator is located and the time of day during which the small renewable energy generation electricity is generated:

**SPECIAL**

Relevant Network Area	(cents/kWh inclusive of GST)	
	Peak (7am – 11pm Mon–Fri)	Off peak (all other times)
Citipower	19.723	8.910
Powercor	23.078	8.800
United Energy	23.232	8.646
Alinta	23.650	8.855
SP AusNet	18.656	11.682

(e) **Export Tariff Five:** 21 cents per kWh (inclusive of GST).

Please note that each Export Tariff applies to, and is only capable of acceptance in relation to, a particular category of small renewable energy generation electricity as described in the Feed-In Agreement. These prices replace the price published in the Victoria Government Gazette No. S41, Tuesday 19 February 2008, and will become effective in accordance with section 40H of the **Electricity Industry Act 2000**.

## FEED-IN AGREEMENT FOR SMALL RENEWABLE ENERGY GENERATION FACILITIES

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. The Customer has a Unit which is a Small Renewable Energy Generation Facility which is used for:
- (a) Large Non-Commercial Business Generation;
  - (b) Large Non-Commercial Domestic Generation;
  - (c) Small Generation; or
  - (d) Commercial Generation,
- as determined by Origin in accordance with clauses 5.4 and 5.5 of this Agreement
- C. Origin wishes to purchase from the Customer and the Customer wishes to sell to Origin the Export Electricity.
- D. 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) as varied from time to time by the gazettal of an amended or replacement Feed-In Agreement published by Origin under section 40G of the Act.

**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.

**Commercial Generation** means the generation of electricity by a Unit with a kW rating of more than 8kW but less than 100kW where that generation is other than principally for personal, household or domestic use, or use by a business, at the Supply Address.

**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.

**Environmental Rights** has the meaning given in clause 6.1.

**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 at which Origin is acquiring:

- (a) Commercial Generation where that acquisition includes the right to create and own RECs, GPRs and Environmental Rights associated with that Commercial Generation (**Export Tariff One**);
- (b) Commercial Generation where that acquisition does not include the right to create and own RECs, GPRs and Environmental Rights associated with that Commercial Generation (**Export Tariff Two**);
- (c) Large Non-Commercial Business Generation irrespective of whether or not that acquisition includes the right to create, own and assign RECs, GPRs and Environmental Rights associated with that Non-Commercial Generation (**Export Tariff Three**);
- (d) Large Non-Commercial Domestic Generation irrespective of whether or not that acquisition includes the right to create and own RECs, GPRs and Environmental Rights associated with that Non-Commercial Generation (**Export Tariff Four**); or
- (d) Small Generation irrespective of whether or not that acquisition includes the right to create and own RECs, GPRs and Environmental Rights associated with that Non-Commercial Generation (**Export Tariff Five**),

(whichever is relevant) 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). The Export Energy Charge is inclusive of any GST.

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

**GPR** means a Green Power Right under the Green Power Program.

**Green Power Program** means the National Green Power Accreditation Program as set forth in the 'National Green Power Accreditation Program Accreditation Document, Version 2, November 2000' or any successor or similar scheme that evolves or develops as a result of this program.

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

**Large Non-Commercial Domestic Generation** means the generation of electricity by a Unit with a kW rating of 8kW or more but less than 100kW where that generation is principally for personal, household or domestic use at the Supply Address.

**Large Non-Commercial Business Generation** means the generation of electricity by a Unit with a kW rating of 8kW or more but less than 100kW where that generation is principally for use by a business at the Supply Address.

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

**Metering Data** means data produced by the Metering Equipment.

**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.

**Non-Commercial Generation** means Large Non-Commercial Business Generation, Large Non-Commercial Domestic Generation and/or Small Generation (as applicable).

**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 Generation** means the generation of electricity by a Unit with a kW rating of less than 8kW.

**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 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 9.9.

- 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 and its connection to the distribution system (including any augmentation required to the distribution system to effect the connection).
- 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.
- 5.4 Origin will determine prior to commencement of the Agreement whether the Unit is used for Commercial, Large Non-Commercial Business Generation, Large Non-Commercial Domestic Generation or Small Generation, which determination will be documented in the Schedule. If the Customer disagrees with Origin's determination, that disagreement is to be dealt with in accordance with clause 13 of this Agreement.
- 5.5 If following commencement of the Agreement Origin forms the view that a Unit which had previously been determined under clauses 5.4 or 5.5 to be used for:
- Commercial Generation is now being used for Large Non-Commercial Business Generation or Large Non-Commercial Domestic Generation;
  - Large Non-Commercial Business Generation is now being used for Commercial Generation or Large Non-Commercial Domestic Generation; or
  - Large Non-Commercial Domestic Generation is now being used for Commercial Generation or Large Non-Commercial Business Generation,

Origin may redetermine whether the Unit is used for Commercial, Large Non-Commercial Business Generation or Large Non-Commercial Domestic Generation. Origin will notify the Customer of its redetermination under this clause 5.5. If the Customer disagrees with Origin's redetermination, that disagreement is to be dealt with in accordance with clause 13 of this Agreement. The applicable Export Energy Charge will change with effect from the date notified for that change set out in the notice of Origin's redetermination under this clause, which date must not be a date which is earlier than the date of the notice. Origin must promptly send a revised Schedule to the Customer which has been amended to reflect the redetermination, which revised Schedule will take effect from the same time that the redetermination takes effect.

## 6. REC, GPRS AND ENVIRONMENTAL RIGHTS

- 6.1 In this Agreement, **Environmental Rights** are any credits, permits, rights, instruments, accreditations or benefits whatsoever (or in the event such thing or matter cannot be transferred or assigned to Origin then the right to receive any benefit which the Customer derives from such thing or matter) arising from:
- the operation of the Unit, including such operation reducing greenhouse gas emission (including without limitation reducing greenhouse gas emission associated with the generation of electricity); or
  - the generation of electricity from the Unit, including such generation being fuelled from a renewable source,
- other than RECs and GPRs.
- 6.2 In this Agreement, the **Sold Units** are all of the RECs, GPRs and Environmental Rights produced or capable of being produced from the operation of the Unit during the term of this Agreement, other than:
- (where the Unit is a solar system) RECs which the Customer can demonstrate to Origin that the Customer has agreed to transfer to the person from whom the Customer purchased the Unit in consideration for a reduction in the price for purchasing that Unit; or

- (b) where Origin advises the Customer prior to the Start Date that Origin does not want to acquire those RECs, GPRs and/or Environmental Rights under this Agreement, and the parties acknowledge that the statement in the Schedule as to whether or not the right to create and own RECs, GPRs and Environmental Rights is being acquired under this Agreement represents the position agreed between the Customer and Origin in respect of paragraphs (a) and (b) above. Clause 6 of this Agreement does not apply to RECs, GPRs or Environmental Rights described in paragraphs (a) and (b) above.
- 6.3 With effect from execution of this Agreement, the Customer assigns to Origin and Origin accepts the right to create and own the Sold Units.
- 6.4 Where the Schedule states that the right to create and own all RECs, GPRs and Environmental Rights is being acquired under this Agreement, the applicable Export Energy Charge will be the Export Tariff One where the generation is Commercial Generation. Where the generation is Non-Commercial Generation the applicable Export Tariff applies irrespective whether the right to create and own all RECs, GPRs and Environmental Rights is being acquired or not.
- 6.5 Where not created by Origin, title to the Sold Units will transfer to Origin immediately upon their creation, and the Customer must do all things reasonably necessary (or as required by Origin) to enable Origin to receive its entitlements to the Sold Units under this clause 6 or to otherwise receive the benefits provided for under it.
- 6.6 The Customer warrants and represents that:
- (a) it has not sold, transferred, assigned, licensed or otherwise created any interest in the Sold Units other than as contemplated in this Agreement;
  - (b) it has not assigned, sold, promised or otherwise disposed of or granted the right to create the Sold Units to any other person;
  - (c) it has not entered into any agreement or arrangements with a third party having the effect of assigning, selling, promising or disposing of or creating any interest in any of the Sold Units or the right to create the Sold Units; and
  - (d) it has complied in all respects with the provisions of the **Renewable Energy (Electricity) Act 2000** (Cth) and Green Power Program as they affect this Agreement (including the creation and transfer of RECs and GPRs as contemplated by this Agreement).
- 6.7 If any scheme under which RECs, GECs and/or Environmental Rights are created does not permit the Customer to assign the right to create any of those RECs, GECs and/or Environmental Rights to another party, the Customer agrees to create the Sold Units and immediately transfer title to the Sold Units to Origin on their creation.
- 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 if 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.

## **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. The applicable Export Energy Charge will depend on whether:
- (a) the Unit is producing Commercial Generation, Large Non-Commercial Business Generation or Large Non-Commercial Domestic Generation (which is determined in accordance with clauses 5.4 and 5.5); and
  - (b) in respect of Commercial Generation, the right to create and own RECs, GPRs and Environmental Rights are being acquired by Origin under this Agreement in accordance with clause 6.

As noted in clause 6.4 above, this payment of the Export Energy Charge for all Export Electricity is inclusive of payment for any right to create and own RECs, GPRs and Environmental Rights acquired by Origin under this Agreement (except where the applicable Export Energy Charge is Export Tariff Two).

- 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 9.8, 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 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.
- 9.6 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 commencement of the next Billing Period.

- 9.7 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.
- 9.8 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.
- 9.9 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.
- 9.10 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.
- 9.11 If Origin becomes aware that it has underpaid or under credited any amount associated with the Export Energy Charge, this amount will be credited to the Customer in accordance with clause 9.10 on the next bill rendered by Origin under the Sale Agreement.
- 9.12 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 Customer may terminate this Agreement at any time by written notice and Origin may impose an early termination fee (detailed in the Schedule). 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.

15.3 This Agreement will automatically terminate and no termination fee will be payable if the Customer:

- (a) enters into any other feed-in agreement with Origin or the government; or
- (b) starts receiving payment from a government, government agency or the Distributor for,

electricity generated by the Unit at the Supply Address (irrespective of whether it is injected into the distribution system).

15.4 The ending of this Agreement does not affect a party's accrued rights under the Agreement.

## **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.

16.2 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 & Taxes**

23.1 Notwithstanding any other provision in this Agreement, if Origin is or becomes liable to pay **GST** in connection with any Supply:

- (a) the Customer must pay to Origin, in addition to the Agreement Price, an additional amount equal to the amount of that **GST**;
- (b) the Customer must pay the Agreement Price plus the additional amount on account of **GST** within 14 days of receiving a **tax invoice** from Origin 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 Customer 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 Origin will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Customer. 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, Origin must issue an **adjustment note** to the Customer in relation to that Supply within 14 days after becoming aware of the adjustment; and

- (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).

The Customer acknowledges that in accordance with the **GST law**, **GST** is applied to the gross amount of the Import Electricity and any other taxable charges, without any netting off for the Export Electricity.

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); and

‘Supply’ means any **supply** to the Customer by Origin 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.

- 23.2 Subject to clause 23.1, the Customer will be 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 Export Electricity, the provision of plant or the payments made under this Agreement.

- 23.3 The Customer must either:

- (a) provide a valid ABN to Origin in respect of any Export Energy Charge paid to the Customer in respect of the Export Electricity; or
- (b) warrant 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. If Origin asks the Customer to do so, the Customer must complete a ‘No ABN Withholding Declaration’ as soon as soon as reasonably practicable (the form of which is available from Origin upon request).

- 23.4 The Customer must notify Origin immediately if it:

- (a) has not provided a valid ABN in accordance with clause 23.3(a); and
- (b) is unable to provide the warranty in clause 23.3(b).

The Customer indemnifies Origin against any loss suffered by Origin as a result of failure by the Customer to provide such notification.

- 23.5 If Origin is required in its opinion to withhold any amount in respect of tax from a payment 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, Origin will be indemnified by the Customer for any loss suffered by it as a result of failing to withhold.

## 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.

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**Schedule**

1. **Customer Name:**
2. **ABN (if applicable)** [ABN to be provided of Customer where the Customer is a business]
3. **Supply Address:** [Which must be in Victoria]
4. **Address for Notices:** [If different from the Supply Address]
5. **Start Date:** [Start Date is the later of the date specified here and the date of installation of the Unit.]
6. **End Date:** [5 years after Start Date]
7. **Unit (Size in kW):** [maximum  $\leq$ 100 kW]
8. **Distributor:**
9. **Generation Type:** [Commercial, Large Non-Commercial Business, Large Non-Commercial Domestic or Small]
10. **Right to create and own RECs, GPRs and/or Environmental Rights being acquired by Origin under this Agreement:** Yes/No
11. **Early Termination Fee:** [insert GST inclusive fee]

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

**Signature**

**Name (Please print)**

**Date**

Signed for and on behalf of **Origin Energy Electricity Limited**  
by its authorised representative.

**Signature**

**Name (Please print)**

**Date**

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