



# Victoria Government Gazette

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## Electricity Industry Act 2000

ENERGYAUSTRALIA (ABN 67 505 337 385)

Conditions for Purchase of Premium Solar Energy Generation Electricity

Pursuant to section 40FF of the **Electricity Industry Act 2000**, EnergyAustralia, as the relevant licensee, publishes this offer comprising the terms and conditions on which EnergyAustralia will purchase qualifying solar energy generation electricity from qualifying customers.

### ENERGYAUSTRALIA – PREMIUM SOLAR FEED-IN CONDITIONS (VICTORIA)

The meaning of words printed *like this* and some other key words is explained at clause 15.

## 1 YOUR PREMIUM SOLAR ENERGY FEED-IN AGREEMENT

### Content

- 1.1 The terms and conditions under which we will purchase electricity generated and exported into the *distribution network* by your *generator* are set out in the *Schedule* and these *Premium Solar Feed-In Conditions* (together, the '*Premium Solar Feed-In Agreement*').
- 1.2 These *Premium Solar Feed-In Conditions* do not deal with supply of electricity to your *premises* and do not affect, limit, vary or exclude any term of your *Supply Agreement*.

### Eligibility

- 1.3 You are eligible to enter into a *Premium Solar Feed-In Agreement* if:
  - (a) you have a *Supply Agreement* with us for the *premises* where the *generator* is installed;
  - (b) the *generator* is a photovoltaic generating facility that is or is capable of being, connected to a distribution system and has an installed or name-plate generating capacity of 5 kilowatts or less;
  - (c) your *generator* is installed at your principal place of residence, or if you are a small business customer or community organisation your annual electricity consumption rate at each *premises* is 100 megawatt hours or less;
  - (d) you have a *meter* type at the *premises* which does not make you ineligible (details of ineligible *meter* types are available on request);
  - (e) you satisfy any other requirements under the electricity laws.
- 1.4 To avoid doubt, you are only eligible to enter into a *Premium Solar Feed-In Agreement* for one *generator* for each *premises*.
- 1.5 If you apply for a *Premium Solar Feed-In Agreement*, we will notify you if you are not eligible and the reasons why you were not eligible.

## 2 CONNECTION TO THE DISTRIBUTION NETWORK

- 2.1 If you request us to arrange for your *generator* to be connected to the *distribution network*:
  - (a) we will make a request to the relevant *distributor* to connect your *generator*, including details of any necessary metering, as soon as practicable after you satisfy clause 1 of the *Energy Retail Code* with respect to your *Premium Solar Feed-In Agreement*; and
  - (b) we will make the request by no later than the next business day after receiving from you all documentation required under the **Electricity Safety Act 1998** (Vic.) and all documentation reasonably required by us or the relevant *distributor*.

**SPECIAL**

**3 TERM**

- 3.1 Your *Premium Solar Feed-In Agreement* commences on the last of the following to occur (as applicable):
- (a) if you are not yet our customer for the *premises*, the *effective transfer date*;
  - (b) if you already have a standard feed-in agreement for us to purchase small renewable energy generation electricity (as defined in the *EI Act*) from you in respect of the *generator*, the date on which the transfer from that agreement to your *Premium Solar Feed-In Agreement* takes effect; and
  - (c) the *generator* is connected to the *distribution network* and we have received the necessary documentation from you and received confirmation from the relevant *distributor* of that connection and there being an acceptable *meter*.
- 3.2 You acknowledge by signing the *Schedule* that you have given us explicit informed consent to the commencement of your *Premium Solar Feed-In Agreement* in accordance with clause 3.1.
- 3.3 Your *Premium Solar Feed-In Agreement* has the same expiry date as your *Supply Agreement* unless:
- (a) otherwise specified in the *Schedule*; or
  - (b) you immediately enter into a new *Supply Agreement* with us and you are still eligible under clause 1.3.

**4 TERMINATION**

- 4.1 Your *Premium Solar Feed-In Agreement* automatically terminates if you or we terminate your *Supply Agreement*.
- 4.2 Subject to clause 4.3, we may not terminate your *Premium Solar Feed-In Agreement* unless you and we enter into a new feed-in agreement or you have transferred to another retailer for the supply of electricity to your *premises*.
- 4.3 Your *Premium Solar Feed-In Agreement* automatically terminates without you entering into a new feed-in agreement or changing electricity supplier:
- (a) if your *generator*'s installed or name-plate capacity exceeds 5 kilowatts;
  - (b) if you are a residential customer and the *premises* is no longer your principal place of residence;
  - (c) if you are a small business customer or community organisation, your annual consumption of electricity exceeds 100 megawatt hours; or
  - (d) on the 15th anniversary of the *scheme start day*.
- 4.4 Subject to clause 5.19, you may terminate your *Premium Solar Feed-In Agreement* without notice.
- 4.5 Despite 4.4 and subject to 4.3, termination of your *Premium Solar Feed-In Agreement* will not become effective until the occurrence of any of the following:
- (a) you and we enter into a new feed-in agreement;
  - (b) you enter a feed-in agreement or electricity supply agreement with another retailer, and that agreement has commenced; or
  - (c) if the *premises* are disconnected, when you no longer have a right under the *Energy Retail Code* to be reconnected.
- 4.6 If your *Premium Solar Feed-In Agreement* is a fixed term contract:
- (a) between one and two months before the expiry date, we will notify you of the date that your *Premium Solar Feed-In Agreement* is due to expire, the options available to you and the terms and conditions that will apply after that date if you do not exercise any other option; and

- (b) your *Premium Solar Feed-In Agreement* will continue after the expiry date under the tariff and terms and conditions notified, without further need for written agreement, provided the terms and conditions have taken effect in accordance with section 40H of the *EI Act*.

## 5 FEED-IN CREDITS

### Credit amount

- 5.1 The amount of *feed-in credits* for each *billing period* that you will receive for the electricity generated by your *generator* is calculated according to the following formula:

***Premium Solar Feed-In Rate x Electricity Exported***

Where:

***Premium Solar Feed-In Rate*** means \$0.60 per kilowatt-hour (including GST).

***Electricity Exported*** means the quantity of electricity exported to the *distribution network* by the *generator* in the relevant *billing period*, as recorded by the *meter* (in kilowatt hours) and read or otherwise determined according to clauses 5.13–5.17.

- 5.2 We will give you notice of any variation to the *Premium Solar Feed-In Rate* that will affect the value of your *feed-in credits* under your *Premium Solar Feed-In Agreement* as soon as practicable and, in any event, no later than the next billing cycle. Unless permitted by *electricity laws*, the *Premium Solar Feed-In Rate* must not be less than \$0.60 per kilowatt-hour.

### Payment terms

- 5.3 In every *billing period*, we will credit the amount of your *feed-in credits* against your *bill* for that period. To avoid doubt, we will credit your *feed-in credits* with the same frequency as you are billed under your *Supply Agreement*.
- 5.4 If the amount you owe us for a *billing period* is less than the amount of your *feed-in credits* the balance of the *feed-in credits* will remain as a credit on your *bill* (but will not carry interest).
- 5.5 If we have under-credited you for the electricity you supplied to the *distribution network*, we will credit the amount on your next *bill* in accordance with clause 6.3 of the *Energy Retail Code*.
- 5.6 If we seek to bill you to make up for an over-credit of your *bill* under your *Premium Solar Feed-In Agreement*, we will do so in accordance with clause 6.2 of the *Energy Retail Code*.
- 5.7 You can request us to review any *feed-in credits* applied to your account. We will do so in accordance with clause 6.1 of the *Energy Retail Code*.
- 5.8 Any excess *feed-in credit* amount referred to in clause 5.4 is extinguished on the earlier of:
- 12 months after that excess credit amount is first accrued;
  - the day your *Supply Agreement* with us ends; or
  - the 15th anniversary of the *scheme start day*.
- 5.9 We will not extinguish an excess *feed-in credit* amount under clause 5.8(a) where:
- that excess *feed-in credit* amount is not based on an actual meter reading; or
  - the *bill* for the *billing period* that the excess credit amount is associated with has not been issued to you.
- 5.10 We do not breach clause 5.9 if we are unable to read your *meter* in any relevant period as a result of a breach of clause 5.16(a) by you or some other event outside of our control.
- 5.11 There is no obligation for us to pay you any money (as cash, cheque or otherwise) under your *Premium Solar Feed-In Agreement* instead of by way of credit.

**Measuring energy exported and meter testing**

- 5.12 You must arrange a *meter* that meets the requirements of *electricity laws* and any requirements reasonably imposed by your *distributor*. We will assist you with arranging the *meter* on your request.
- 5.13 Unless you and we agree otherwise, we will measure the amount of energy exported by your *generator*, using readings from your *meter*.
- 5.14 We will use our best endeavours to ensure that your *meter* is read at least once in any 12 month period. We do not breach this clause 5.14 if we are unable to read your *meter* in any relevant period as a result of a breach of clause 5.16(a) by you or some other event outside of our control.
- 5.15 If we are unable to reasonably or reliably base any *feed-in credits* on a reading of your *meter*, we will not make a credit unless the *distributor* estimates the electricity exported in accordance with *electricity laws*.
- 5.16 In relation to the *meter*:
- (a) you must allow us, the *responsible person*, or our or the *responsible person's* representative safe, convenient and unhindered access to the *premises* and to the *meter*, for the purpose of reading the *meter* and for connection, disconnection, reconnection, maintenance and repair. The person who requires access must carry or wear official identification and on request will show that identification to you;
  - (b) you must inform us promptly if there is a change in:
    - (i) access to the *meter*; or
    - (ii) your *generator*; and
  - (c) you must not tamper with the *meter*, or permit anyone else to do so.
- 5.17 Your other rights and obligations in the *Supply Agreement* that relate to metering and meters will also apply to your *meter* under your *Premium Solar Feed-In Agreement*.

**Charges**

- 5.18 We can charge you:
- (a) any additional retail charges (including our costs for arranging connection under clause 2); and
  - (b) on a pass through basis, any charges imposed by the *distributor* or metering service provider,
- associated with your *generator*. We may only charge you for additional retail charges which we have notified to you prior to entering into your *Premium Solar Feed-In Agreement* unless such charges were not foreseeable.
- 5.19 If your *Premium Solar Feed-In Agreement* is a fixed term contract or an evergreen contract (that is, a contract which has a maturity date) and you terminate it early under clause 4.4, we may impose an *early termination fee* in accordance with clause 24.1(d) of the *Energy Retail Code*.

**Electricity account to contain information about energy exported**

- 5.20 We will separately itemise in your *bill* for each *billing period*:
- (a) the amount and value of the electricity exported by your *generator* to the *distribution network*;
  - (b) the amount of *feed-in credits* due to you for that electricity;
  - (c) the amount of excess *feed-in credits* that have been extinguished under clause 5.8;
  - (d) any additional retail charges and *distributor* imposed charges associated with your *generator*; and
  - (e) any adjustments for undercharging or overcharging in previous *billing periods*.

## **6 TITLE TO ENERGY AND GREEN CREDITS**

### **Title to energy**

- 6.1 Title to electricity exported to the *distribution network* from your *generator* will pass to us at the point the electricity enters the *distribution network*.

### **Green credits**

- 6.2 You retain any *green credits* created through the generation of electricity by your *generator*, unless you have assigned them to someone else.

## **7 GST**

- 7.1 Any consideration or amount payable under your *Premium Solar Feed-In Agreement*, including any non-monetary consideration, is inclusive of GST unless stated otherwise.
- 7.2 The clauses under the *Supply Agreement* that relate to GST also apply under your *Premium Solar Feed-In Agreement*.

## **8 YOUR OBLIGATIONS**

- 8.1 You must comply with applicable *electricity laws* relating to the *generator* and export of electricity.
- 8.2 In addition, you have the same obligations under your *Premium Solar Feed-In Agreement* as you have under your *Supply Agreement* in relation to safety, emergencies and confidentiality.
- 8.3 You must let us know as soon as possible of any changes to your contact details.
- 8.4 You must notify us within 14 business days if the *premises* is no longer your principal place of residence or your *generator's* installed or name-plate generating capacity exceeds 5 kilowatts as a result of any changes or upgrades to your *generator*.

## **9 YOUR RIGHTS**

- 9.1 You may request us to provide you with information regarding:
- the calculation of the *feed-in credit* amount, including the applicable rate;
  - load profiles and power factors (if applicable) in relation to your *generator*;
  - meter readings for the *meter* at your *premises*; and
  - your *bill*.
- 9.2 We will process your request and provide this information to the extent it is reasonably available to us, within 10 business days.
- 9.3 You may also request the historical data relating to your *Premium Solar Feed-In Agreement* going back for at least 2 years. We will process your request in accordance with clause 27.2 of the *Energy Retail Code*.
- 9.4 You must pay our reasonable costs of providing any information that you have asked for, unless your request is the first request within a given year and that information relates to account or metering information that is less than two years old, in which case it will be provided free of charge.
- 9.5 In addition, you have the same rights in relation to privacy and how we use or collect your personal information under your *Premium Solar Feed-In Agreement* as under your *Supply Agreement*.

## **10 INTERRUPTION, REDUCTION OR DISCONNECTION**

- 10.1 All of the terms under the *Supply Agreement* that relate to the interruption, disruption, reduction or disconnection of the supply of electricity to you also apply to your *Premium Solar Feed-In Agreement*. To avoid doubt, we do not control the delivery, quality, or reliability of the supply of electricity to the *premises*. This is the responsibility of the *distributor*.
- 10.2 You agree that the connection of your *generator*, and your ability to export electricity, to the *distribution network* may be interrupted, discontinued or restricted for the same reasons set out in your *Supply Agreement*.

- 10.3 You are not entitled to any payment or other compensation from us for any period during which you are unable to export electricity to the *distribution network* because your connection is interrupted, limited or disconnected.

#### **11 UNCONTROLLABLE EVENTS**

- 11.1 Your or our obligations under your *Premium Solar Feed-In Agreement* are suspended to the extent to which they are affected by an event outside your or our control (this does not include an inability to pay money).
- 11.2 The person affected must give prompt notice of the event outside their control, to the other, in accordance with any applicable *electricity laws*.

#### **12 VARIATION**

- 12.1 Any variations to your *Premium Solar Feed-In Agreement* must be agreed by both us and you in writing, except where otherwise provided for in your *Supply Agreement* or where a variation of any term of your *Premium Solar Feed-In Agreement* is permitted under, or required to reflect changes to, *electricity laws*.

#### **13 CONTACT DETAILS**

- 13.1 If you have any questions regarding your *Premium Solar Feed-In Agreement*, contact:

**EnergyAustralia**

Mail: 570 George Street, Sydney, NSW 2000

Phone: 13 15 02

#### **14 MISCELLANEOUS**

##### **Liability**

- 14.1 We are not responsible for, and you accept all risks in respect of, your *generator* including its control, use, maintenance, connection to the *distribution network* and the electricity generated.

##### **Assignment**

- 14.2 You may not assign your rights or obligations under your *Premium Solar Feed-In Agreement* without our consent.
- 14.3 We may only assign your *Premium Solar Feed-In Agreement* with your consent, unless the assignment forms part of the transfer to the same third party of all or substantially all of our retail business.

##### **Notices**

- 14.4 We will give a notice, consent, document or other communication under your *Premium Solar Feed-In Agreement* in the manner specified in clause 32 of the *Energy Retail Code*.

##### **Governing law**

- 14.5 Your *Premium Solar Feed-In Agreement* is governed by the laws of the State of Victoria.

##### **Complaints**

- 14.6 A complaint may be in writing or made orally and must include the reasons for seeking a review of our actions.
- 14.7 We will handle any complaint by you 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). We will proceed with any complaint in the manner specified in clause 28.2 of the *Energy Retail Code*.

##### **Waiver**

- 14.8 The variation or waiver of a provision of your *Premium Solar Feed-In Agreement*, or our or your consent to a departure from a provision by the other party, will be ineffective unless in writing, signed by us and you.

**Severability**

14.9 If the whole or any part of a provision of your *Premium Solar Feed-In Agreement* is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of your *Premium Solar Feed-In Agreement* has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of your *Premium Solar Feed-In Agreement* or is contrary to public policy.

**Inconsistency**

14.10 To the extent of any inconsistency between your *Premium Solar Feed-In Agreement* and the *Supply Agreement*, your *Premium Solar Feed-In Agreement* prevails.

**15 INTERPRETATION****Definition**

**bill** means the bill issued to you under your *Supply Agreement*.

**billing period** has the meaning given under your *Supply Agreement*.

**distributor** means the distributor that operates the *distribution network* to which the *generator* is connected.

**distribution network** means a system of electric lines and associated equipment which the *distributor* is licensed to use to distribute or supply electricity.

**early termination fee** means the fee set out in the *Schedule* as payable by you where your *Premium Solar Feed-In Agreement* is terminated before a certain date.

**effective transfer date** has the meaning given in your *Supply Agreement*.

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

**Electricity Exported** has the meaning given in clause 5.1.

**electricity laws** means the *EI Act*, the **Electricity Safety Act 1998** (Vic.), the *RE Act*, the *Energy Retail Code (VIC)*, the *National Electricity Rules* and any other applicable market, industry or technical code or rules, utilities licence, and any other applicable statute, regulation, ordinance, code or other law, whether territory, state or federal, including any lawfully binding determination, decree, edict, declaration, ruling, order or other similar pronouncement validly issued by any government or authority.

**EnergyAustralia** means EnergyAustralia (ABN 67 505 337 385) in its capacity as a holder of a retail licence under the relevant *Electricity Law*.

**Energy Retail Code** means the code determined by the Essential Services Commission pursuant to the **Electricity Industry Act 2000** (Vic.) and the **Gas Industry Act 2001** (Vic.).

**feed-in credit** is the amount you are entitled to have credited against your *bill* for electricity exported to the *distribution network* from your *generator*, calculated in accordance with clause 5.1.

**generator** means a 'qualifying solar energy generation facility' as defined in the *EI Act* and includes all equipment associated with it to make the *generator* operate.

**green credit** means each and every *REC*, *green power right* or any other right, interest, credit or benefit associated with the electricity generated by the *generator* that is created by a law with a purpose of abating, controlling, measuring or limiting greenhouse gases or otherwise dealing with climate change.

**green power right** means a green power right under the National Green Power Accreditation Program established by the State governments of ACT, NSW, SA, QLD, VIC and WA in November 2000, or any successor or similar scheme.

**liability** includes loss, damage, consequential damage, claim, cost (including legal fees on a solicitor own client basis), charge, demand, expense.

**meter** means a meter that measures the quantity of electricity exported by the *generator* to the *distribution network*.

**National Electricity Law** means the National Electricity Law set out in the Schedule to the **National Electricity (South Australia) Act 1996 (SA)**.

**National Electricity Rules** means the rules made under the *National Electricity Law*.

**online acceptance form** means our internet-based process for the acceptance of relevant offers.

**premises** has the meaning given under your *Supply Agreement*.

**Premium Solar Feed-In Agreement** means the *Schedule* and these *Premium Solar Feed-In Conditions*.

**Premium Solar Feed-In Conditions** means the terms and conditions under which we will purchase electricity from you for electricity generated and exported into the *distribution network* by your *generator* as set out in this document.

**Premium Solar Feed-In Rate** has the meaning given in clause 5.1.

**REC** means a renewable energy certificate created under the *RE Act* from the operation of the *generator*.

**RE Act** means the **Renewable Energy (Electricity) Act 2000 (Cth)** and the *Renewable Energy (Electricity) Regulation 2001 (Cth)*.

**responsible person** means the person who has responsibility for the meter reading for a particular connection point, being either the retailer or the relevant *distributor*.

**Schedule** means the Feed-In Application signed by you or the *verbal consent documents* (if your *Premium Solar Feed-In Agreement* is entered into over the telephone or the *online acceptance form* (if your *Premium Solar Feed-In Agreement* is entered into over the internet).

**scheme start day** means the day on which section 5 of the **Electricity Industry Amendment (Premium Solar Feed-in Tariff) Act 2009** came into operation being **1 November 2009**.

**Supply Agreement** means the agreement between you and *EnergyAustralia* for the supply of electricity to the *premises* where the *generator* is installed.

**verbal consent documents** means the documents we provide to you subsequent to your verbal consent to enter into a *Feed-In Agreement*.

### Interpretation

In your *Premium Solar Feed-In Agreement* :

- (a) 'we', 'our' and 'us' are references to EnergyAustralia unless the context indicates otherwise;
  - (b) the singular includes the plural and vice versa;
  - (c) a reference to an agreement, code or another instrument includes any consolidation, amendment, variation or replacement of them;
  - (d) a reference to a statute, ordinance, code or other law, including anything which comprises the electricity law, includes regulations and other instruments under it and includes all consolidations, amendments, re-enactments or replacements;
  - (e) if an event must occur on a stipulated day which is not a business day, then the stipulated day will be taken to be the next business day;
  - (f) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
  - (g) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
  - (h) 'including', 'includes', 'such as' and 'in particular' do not limit the generality of the words which precede them or to which they refer; and
  - (i) headings are included for convenience and do not affect the interpretation of your *Premium Solar Feed-In Agreement*.
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Victoria Australia

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