



Victoria Government Gazette

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Electricity Industry Act 2000

TRUenergy PTY LTD ABN 99 086 014 968

Conditions for Purchase of Small Renewable Energy Generation Electricity

Sections 40FF and 40G of the **Electricity Industry Act 2000** require TRUenergy Pty Ltd, as the relevant licensee, to publish an offer comprising the prices at, and terms and conditions on, which TRUenergy Pty Ltd will purchase small renewable energy generation electricity from relevant generators.

TRUenergy Pty Ltd now publishes pursuant to sections 40FF and 40G of the **Electricity Industry Act 2000** its terms and conditions for the purchase of small renewable energy generation electricity from relevant generators.

These terms and conditions will become effective in accordance with section 40H of the **Electricity Industry Act 2000**.

TRUenergy SMALL RENEWABLE ENERGY GENERATION (INCLUDING SOLAR) TERMS AND CONDITIONS

1. Your electricity plan will consist of two components, a Base Agreement under which we sell you electricity and TRUenergy PV Electricity is the 'feed in' component of your plan under which we buy electricity from you. These components will be shown separately on your bill.
2. The terms and conditions applying to this feed in arrangement are contained in this document.
3. You are not eligible to enter into this TRUenergy PV Electricity agreement for the buy back of electricity from you if any of the following apply:
 - a. you are not a TRUenergy customer;
 - b. the meter type or applicable tariff at your supply address otherwise means you are not eligible. We may specify from time to time exclusions to TRUenergy PV Electricity based on meter type or availability of an applicable tariff, details of which can be requested from us.
4. If we determine that you were not eligible for TRUenergy PV Electricity we will contact you to let you know of any other options you may have.
5. If you are not an existing customer of ours, this agreement commences from the date on which your assigned meter identifier has been transferred to us.
6. If you are an existing customer of ours, this agreement commences on the date specified in the Product Schedule or, if the date is not set out, the date we transfer you to the Base Agreement.
7. Despite clauses 5 and 6, this agreement does not commence until you give your explicit informed consent.

Credit for electricity supplied

8. If you are supplying electricity back into the grid from a Small Renewable Energy Generation Facility we agree to credit you for the electricity you supply back into the grid at the same rates as you purchase electricity under the Base Agreement for electricity sale and supply between you and us, excluding the supply charge and GST (where applicable).
9. If you are supplying electricity back into the grid from a Qualifying Solar Energy Generating Facility and you are a Qualifying Customer, we agree to credit you for the electricity you supply back into the grid at the minimum rate required by the relevant section of the **Electricity Industry Act 2000**, and in accordance with the requirements of that Act.

SPECIAL

10. If you are a Qualifying Customer, the Qualifying Solar Energy Generating Facility for which the credit is received must be located at your principal place of residence. If the premises is not relevantly a principal place of residence (for example it is a business premise or community centre) you are only entitled to credit for one Qualifying Solar Energy Generating Facility.
11. The credits for the electricity you supply will appear on the bill that we send to you under your Base Agreement.
12. In addition to the charges set out in this agreement and the Base Agreement Product Schedule, you will need to pay any additional retail charges and distributor imposed charges. Upon your request we will inform you of the amount of any additional retail charges and distributor imposed charges prior to entering the agreement, and these will be itemised on your account. Any adjustments for undercharging or overcharging in previous billing periods will be treated in accordance with clause 6.2 and 6.3 of the Retail Code and will also be shown on your account.
13. The rate at which we buy your electricity does not include GST, subject to clause 31.

Connection

14. If you ask us to, we will make a request to the relevant distributor to connect your Small Renewable Energy Generation Facility or Qualifying Solar Energy Generating Facility to the distributor's distribution system as soon as practicable after you satisfy clause 1 of the Energy Retail Code with respect to this agreement. The request will include details of the installation of any necessary metering and network tariff reassignment.
15. We will make the request by the day no later than the next business day after receiving from you all documentation required under the **Electricity Safety Act 1998** and all documentation reasonably required by us or the relevant distributor.
16. You must let us know as soon as possible of any changes to your contact details.

Meter readings

17. Unless you give explicit informed consent otherwise, we will base a buy back credit on a reading of your national electricity market compliant meter that records the supply of electricity from your Small Renewable Energy Generation Facility or Qualifying Solar Energy Generating Facility to the distribution system, and in any event, we will use our best endeavours to ensure that the meter is read at least once in any 12 month period. We do not breach this clause if we are unable to read a meter in any relevant period as a result of you breaching clause 16 or some other event outside our control.
18. You must allow us, the Responsible Person, or our Responsible Person's representative safe, convenient and unhindered access to the address and to the meter that records the supply of electricity from you to the distribution system, 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.
19. If we are not able to make a credit based on the reading of the meter, we will not make a credit unless the relevant distributor estimates the generation in accordance with applicable regulatory instruments.
20. If you request us to, we will review any buy back credits applied to your account (and deal with any adjustments required) on the basis specified in clause 6 of the Energy Retail Code.
21. If we over credit or under credit you for the electricity supplied by you back into the grid, we will rectify this error in accordance with clause 6 of the Energy Retail Code.

Force Majeure

22. If an event occurs which is outside the reasonable control of us or you (ie force majeure), and you or we breach this agreement due to this event only, the breach will be dealt with in accordance with clause 18 of the Energy Retail Code.

Changes to this agreement

23. This agreement is subject to change as a result of future legislative amendments to the **Electricity Industry Act 2000**. Otherwise, this agreement may only be varied by agreement in writing between you and us. If you are supplying electricity back into the grid from a Small Renewable Energy Generation Facility any changes to the tariffs under your Base Agreement will apply equally to the tariffs under this feed-in agreement.
24. We will give you notice of any variation to our tariffs that will affect this agreement. We will give the notice as soon as practicable and no later than the next billing and payment cycle. A notice of a variation to our tariffs under your Base Agreement is taken to be a notice under this agreement.

Termination

25. If the Base Agreement is ended by either party, this agreement automatically terminates at the same time. If you are a Qualifying Customer we may terminate this agreement on the fifteenth anniversary of the scheme start day, as defined in the **Electricity Industry Act 2000**. Otherwise, we may not terminate this agreement unless you and we enter into a new feed-in agreement or if you have transferred to another retailer in respect of your supply address.
26. If there are any credits owing to you when this agreement ends, TRUenergy will pay you the equivalent amount.
27. You may terminate this agreement without notice unless this agreement is a fixed term contract or an evergreen contract. If this agreement is a fixed term contract or an evergreen contract, we may impose the early termination charge specified in your Product Schedule if we are permitted to do so under clause 24.1(d) of the Energy Retail Code.
28. The termination does not become effective until:
- if you and we enter into a new feed-in agreement, the date the new agreement commences;
 - if the feed-in agreement is terminated because you want to enter a feed-in agreement or electricity supply agreement with another retailer, the date when the other retailer becomes responsible under that agreement/for your supply address; or
 - if your supply address is disconnected, the date when you no longer have a right under the Energy Retail Code to be reconnected
- whichever occurs first.
29. If the TRUenergy PV Electricity agreement or the Base Agreement is a fixed term contract:
- between one and two months before the expiry date, we will notify you of the date that this agreement is due to expire, the options available to you and the tariff and terms and conditions that will apply after that date if you do not exercise any other option; and
 - this agreement will continue after the expiry date on the tariff and terms and conditions notified, without further need for written agreement, provided the tariff and terms and conditions have taken effect in accordance with section 40H of the **Electricity Industry Act 2000**. If you are supplying electricity back into the grid from a Qualifying Solar Energy Generating Facility from a property that is not relevantly a place of residence, we may terminate this agreement if your annual consumption of electricity exceeds 100 MWh.

GST and ABN

30. If you have a Qualifying Solar Energy Generating Facility and are both a small retail customer and a Qualifying Customer or are a small retail customer and have a Small Renewable Energy Generation Facility you must either:
- a. inform TRUenergy that you are registered for GST by quoting your ABN to TRUenergy in respect of any electricity you supply back into the grid from a Qualifying Solar Energy Generating Facility. On receipt of this information, TRUenergy agrees to credit to you an additional amount (being the GST component of 10%) in addition to the rate at which we credit you for the electricity you supply back into the grid; or
 - b. warrant that your generation of electricity from the Qualifying Solar Energy Generation Facility is for private and domestic purposes and not related to any business enterprise carried on by you and for this reason you have not provided an ABN to us in respect of the electricity you supply back into the grid from a Qualifying Solar Energy Generating Facility. If we ask you to do so, you must complete a 'No ABN Withholding Declaration' (the form of which is available from us on request).

Miscellaneous

31. If you would like information about our buy back tariffs, please call 133 466. If requested, we will provide you with written information within 10 business days of your request.
32. We will retain data of the feed-in payment and crediting data for at least two years.
33. We will process any request for historical data in relation to feed in arrangements in accordance with clause 27.2 of the Energy Retail Code.
34. These terms and conditions do not limit, vary or exclude the operation of any terms and conditions of the Base Agreement.
35. Any Renewable Energy Certificates that are created through the generation of electricity from your Small Renewable Energy Generation Facility or Qualifying Solar Energy Generating Facility will be retained by you.
36. 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 in the manner specified in clause 28.2 of the Energy Retail Code.
37. A notice, consent, document or other communication given by us under a feed-in contract will be given in a manner specified by clause 32 of the Energy Retail Code.
38. We may only assign this 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.

Definitions and interpretation

'**Base Agreement**' means the agreement between you and TRUenergy for supply of electricity.

'**GST**' has the meaning given in the **A New Tax System (Goods & Services Tax) Act 1999**.

'**Product Schedule**' means the schedule accompanying the terms and conditions of your Base Agreement.

'**Qualifying Solar Energy Generating Facility**' means a generation facility as defined in the **Electricity Industry Act 2000**.

'**Qualifying Customer**' has the meaning given to it by the **Electricity Industry Act 2000**.

'**Renewable Energy Certificates**' has the meaning given in the **Renewable Energy (Electricity) Act 2000**.

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

'**Small Renewable Energy Generation Facility**' means a generation facility as defined in the **Electricity Industry Act 2000** and excluding a Qualifying Solar Energy Generating Facility.

‘TRUenergy PV Electricity’ means these terms and conditions and any other terms and conditions in your Product Schedule relevant to the electricity you supply back into the grid under your TRUenergy Go Easy, TRUenergy Go for More or TRUenergy Standing Offer Tariff plan.

‘We’ and **‘Our’** means TRUenergy Pty Ltd.

‘You’ and **‘Your’** means the customer specified on your confirmation letter or on the document titled ‘Product Schedule’.

Terms defined in the Energy Retail Code and the **Electricity Industry Act 2000** have the same meaning in this agreement.

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