



Victoria Government Gazette

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Electricity Industry Act 2000



Premium Feed-In Agreement for Qualifying Solar Energy Generating Facilities

This Agreement is for:

- (a) Victorian customers with a Qualifying Solar Energy Generating Facility at their principal place of residence; and
- (b) Victorian customers with a Qualifying Solar Energy Generating Facility at a property which they occupy other than as a place of residence at which they consume 100 MWh or less per annum of Import Electricity at each property,

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 Qualifying Solar Energy Generating Facility and satisfies the eligibility criteria set out in the Applicable Regulations.
- C. Origin offers to purchase from the Customer the Export Electricity on the terms and conditions of this Agreement.
- D. This Agreement constitutes the terms and conditions on which Origin purchases from the Customer, and the Customer sells to Origin, the Export Electricity if the Customer takes up Origin's offer to purchase the Export Electricity.

1. INTERPRETATION

1.1 Definitions

The following definitions apply in this document.

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

Additional Export Energy Credit means an amount per kWh determined by Origin from time to time (if any) in addition to the Export Energy Credit that Origin pays the Customer for the acquisition of the Export Energy irrespective of whether or not that acquisition includes the right to create and own RECs, GPRs and Environmental Rights associated with the Unit. The amount of the credit per kWh as at the date of the Agreement is set out in the Schedule and may be varied by Origin from time to time in accordance with this Agreement.

Agreement means this Feed-In Agreement (including the Schedule) as varied in accordance with clauses 19.1 and 22.

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).

SPECIAL

Authority means a Distributor, a local, Victorian State or Federal Government or any other entity that may offer a feed-in agreement to Victorian customers.

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.

Credit Balance Limit means as specified in the Schedule and amended by Origin under clause 9.14.

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 or, if no date is specified in the Schedule, the Scheme End Date.

Energy Retail Code means the Code of that name published by the Essential Services Commission (Victoria) from time to time.

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 Credit means the price from time to time published by Origin under section 40FF of the Act (at which Origin is acquiring the Export Electricity irrespective of whether or not that acquisition includes the right to create and own RECs, GPRs and Environmental Rights associated with the Unit). The Export Energy Credit as at the date of the Agreement is as set out in the Schedule. The Export Energy Credit is not indexed to any measure of consumer prices or other index. Origin may also be paying an Additional Export Energy Credit, which amount is separate from the Export Energy Credit.

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.

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.

Ombudsman means the Energy and Water Ombudsman (Victoria).

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

Qualifying Solar Energy Generating Facility has the meaning given in the Act.

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.

Scheme End Date is the date that is the fifteenth anniversary of the Scheme Start Date.

Scheme Start Date means 1 November 2009.

Sold Units has the meaning given in clause 6.2.

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 the solar energy generating facility 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 applied to Origin to take up its offer to enter into such an Agreement, the Schedule has been completed and the Schedule has been signed by the Customer and received by Origin;
- (b) 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
- (c) the Unit is connected to the Distributor's distribution system and the Distributor has advised Origin that the Customer's NMI has been assigned the relevant network tariff code applying to Qualifying Solar Energy Generating Facilities.

- 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 a bill to the Customer in respect of such amount in accordance with clause 9.10.

- 2.3** The Customer acknowledges that, in requesting that the Customer's Unit be connected to the Distributor's distribution system, the Customer's current network tariff may be changed (at the request of the Customer, Origin or by the Distributor) to a different network tariff. This may change the applicable Sale Agreement price faced by the Customer and this variation will be notified to the Customer by no later than the first bill issued under the Sale Agreement following the change in network tariff taking effect.
- 2.4** 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 inform Origin and the Distributor of such modifications prior to those modifications being made.

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:

- (a) 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
- (b) 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:

- (a) 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 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.
- 6.5 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).

6.6 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 Qualifying Solar Energy Generating Facility and that the Customer is exempt from the requirement to hold a licence under the Act in respect of the generation for supply or sale of the Export Electricity. The Customer acknowledges that if the Unit ceases to be a Qualifying Solar Energy Generating 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.

8.6 The Customer warrants that:

- (a) if they are a residential customer, the Unit is located at a Supply Address that is the Customer's principal place of residence; or
- (b) if they are a non-residential customer, the consumption of Import Electricity at each Supply Address from which Export Energy is supplied from a Unit under this Agreement does not exceed 100 MWh.

8.7 The Customer will notify Origin with 14 Business Days if the generating capacity of the Unit installed at the Supply Address has or is changed to an amount greater than 5 kW.

8.8 The Customer warrants that multiple Units are not installed nor will be installed at a single Supply Address.

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 Credit for all Export Electricity supplied to Origin in accordance with this Agreement between the Start Date and the date of termination of the Agreement.

9.3 Origin may, in addition to the Export Energy Credit, pay the Customer an Additional Export Energy Credit for Export Electricity at Origin's complete discretion from time to time. The Customer acknowledges that Origin has no obligation to pay an Additional Export Energy Credit unless Origin has notified the Customer that such a credit will be paid. Origin may introduce, vary or withdraw an Additional Export Energy Credit at any time provided it notifies the Customer as soon as practicable of that change and in any event no later than the Customer's next bill. The Customer gives its explicit informed consent to any such introduction, variation or withdrawal.

9.4 The Customer will pay Origin all amounts described under this Agreement as being payable by the Customer to Origin.

9.5 Subject to clause 9.9, the amount of Export Electricity supplied during a Billing Period will be measured subject to Applicable Regulations.

9.6 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.

9.7 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.

9.8 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.

9.9 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 will 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.

9.10 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, the Export Energy Credit multiplied by the Export Electricity;
- (b) any Additional Export Energy Credit for the relevant Billing Period; and
- (c) 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.

- 9.11** 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.
- 9.12** For the avoidance of doubt, Origin must not extinguish any amounts to be credited by it to the Customer under this Agreement where:
- (a) the amount to be credited is not based on a reading of the Metering Equipment; and/or
 - (b) the bill for the Billing Period with which the credit is associated has not been issued to the Customer.
- 9.13** If the Customer maintains a credit balance in relation to payments of the Export Energy Credit and Additional Export Energy Credit on bills issued under the Sale Agreement:
- (a) for four consecutive Billing Periods (if billed on a quarterly basis); or
 - (b) for twelve consecutive Billing Periods (if billed on a monthly basis); or
 - (c) for more than 365 days,
- (whichever occurs last) Origin will reduce the Customer's credit balance to zero by paying the Customer by cheque the credit balance if greater than the Credit Balance Limit including GST, if any. If the credit balance in these circumstances is Credit Balance Limit including GST or less, that credit balance continues to be applied to subsequent bills under the Sale Agreement.
- 9.14** Origin may vary the Credit Balance Limit from time to time and the Customer provides its explicit informed consent to such variation. Origin will notify the Customer as soon as practicable of any such variation and in any event no later than the Customer's next bill.
- 9.15** If Origin becomes aware that it has underpaid or under-credited any amount associated with the Export Electricity, this amount will be credited to the Customer:
- (a) if the amount is \$50 or less, in accordance with clause 9.11 on the next bill rendered by Origin under the Sale Agreement after Origin becomes aware of the under-crediting; or
 - (b) if the amount is greater than \$50, by Origin informing the Customer within 10 Business Days after Origin becomes aware of the underpayment or under-crediting and repaying the relevant amount by crediting the Customer's next bill under the Sale Agreement or as otherwise reasonably directed by the Customer.
- 9.16** 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 (including over-crediting the Customer for Export Electricity), 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 undercharging 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 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 process the Customer's request for data in the same manner as Origin is required to treat a request for historical data under the Sale Agreement.

11. ELECTRICAL EQUIPMENT

11.1 The Customer must give Origin an opportunity to satisfy itself that the Unit 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. Subject to clause 12.3, 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 in relation to the Export Energy until a new agreement is signed or the supply ceases (whichever comes first).

12.2 Subject to clause 12.3, 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 following the End Date.

12.3 If the End Date is the Scheme End Date, this Agreement will terminate at the End Date and Origin is not obliged to continue this Agreement with the Customer or be bound by any terms contained within.

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 Resources, Energy and Tourism (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 (as contemplated by clause 18 of the Energy Retail Code) 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 any term of this Agreement or the Sale Agreement which is not inconsistent with this clause 14 varies or excludes the operation of 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 written notice to the Customer;
- (b) if the Customer becomes 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;
- (d) immediately on written notice to the Customer if Origin determines:
 - (i) in relation to a residential customer, that the Unit is not located at the Customer's principal place of residence; or
 - (ii) in relation to a non-residential customer, that the Customer is a residential customer or consumes more than 100 MWh per annum at each Supply Address at any time after the Start Date; or
- (e) by written notice to the Customer with effect from the Scheme End Date; or
- (f) immediately on written notice to the Customer if Origin forms the view that a Unit exceeds 5 kilowatts in generation capacity (including because Origin has received a notice under clause 8.6).

15.2 The Customer may terminate this Agreement at any time by written notice and Origin may impose an early termination fee (if detailed in the Schedule) where the termination takes effect prior to the End Date. 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) if the Sale 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 an Authority; or
- (b) starts receiving payment from an Authority,
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 9.3, 9.14, 19.2 and 22:

- (a) Origin may vary this Agreement by the gazettal of an amendment or replacement Feed-In Agreement under section 40FF of the Act; or
- (b) the parties may vary this Agreement by agreement in writing between the Customer and Origin.

19.2 The Export Energy Credit is varied each time Origin publishes a new price under section 40FF of the Act. Origin will notify the Customer as soon as practicable of any variation to the Export Energy Credit.

19.3 The Customer gives its explicit informed consent to the variations described in this clause 19.

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

21.1 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.

21.2 If any matter required to be included in this Agreement by an Applicable Regulation is not expressly dealt with in the Agreement, the relevant provisions of the Applicable Regulation dealing with that matter are incorporated as if they were a term of 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. The customer gives its explicit informed consent to such variations.

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 payments made 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. 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.

Schedule

- 1. **Customer Name:**
- 2. **ABN/ACN (if applicable):**
- 3. **Supply Address:**
- 4. **Address for Notices:**
- 5. **Start Date:**
- 6. **End Date:**
- 7. **Unit (Size in kW):**
- 8. **Export Energy Credit:** \$0.60/kWh (including GST, if any)
- 9. **Additional Export Energy Credit:** \$0.06/kWh (including GST, if any)
- 10. **Credit Balance Limit:** \$50
- 11. **Distributor:**
- 12. **Right to create and own RECs, GPRs and/or Environmental Rights being acquired by Origin under this Agreement:** No
- 13. **Early Termination Fee:**

Please sign the slip below and return to Origin in the reply paid envelope included with this Agreement.

✂ -----

By signing below, I acknowledge I:

- (a) have read the terms and conditions of this agreement and agree to be bound by these terms and conditions; and
- (b) give my explicit informed consent as described in clause 2.4 (commencement of Agreement), 9.3 (variation of Additional Export Energy Credit), 9.14 (variation of Credit Balance Limit), clauses 19.1(a) and 22 (variation of Agreement) and 19.2 (variation of Export Energy Credit).

Signature _____

Name (Please print) _____

Date _____

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