



# Victoria Government Gazette

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## Electricity Industry Act 2000

MOMENTUM ENERGY PTY LTD ABN 42 100 569 159

### Victorian Solar Feed-in Tariff Contract

Pursuant to sections 40FF and 40G of the **Electricity Industry Act 2000** Momentum Energy publishes its *Premium Solar Feed-in Tariff* terms and conditions and general renewable energy feed-in terms and conditions.

This Agreement applies only to Momentum Energy's Victorian residential customers who do not have an ABN, are 'small customers' consuming less than 100 MWh per annum and have installed a Generation System with a capacity of less than 5 kw at their principle place of residence that has been registered with the Network.

### DEFINITIONS

For the purposes of this *Contract*:

**Certificate of Electrical Safety** means a certificate granted by a Registered Electrical Contractor following completion of electrical installation work.

**Contract** means this Premium Feed-in Tariff Contract comprised of these Terms and Conditions and the schedule containing the particulars of your agreement with us.

**Distributor** means the licensed electricity distributor responsible to supply electricity to *Your Premises* pursuant to the **Electricity Industry Act 2000**.

**Electricity Supply Contract** means the *contract* between us for the purchase of electricity by you from *Us*.

**Energy Distribution System** means the *Distributor's* distribution system.

**Energy Retail Code** means the Code of that name passed under the **Electricity Industry Act 2000** (Vic.) and published by the Essential Services Commission.

**Force Majeure Event** means an event which is outside of *Ours* or your reasonable control.

**NEM-Compliant Meter** means a meter which is compliant with the Australian Energy Market Operator ('AEMO') Metrology Procedure as published on the AEMO website from time to time.

**Premium Solar Feed-in Tariff Credit** means a credit payable under the *Premium Solar Feed-in Tariff Scheme*.

**Premium Solar Feed-in Tariff** means the minimum premium solar feed-in credit, on a per kilowatt hour basis set under the **Electricity Industry Act 2000** (Vic.).

**Renewable Energy Certificates** means a certificate created under the **Renewable Energy (Electricity) Act 2000**.

**Scheme** means the *Premium Solar Feed-in Tariff Scheme* as outlined in Division 5A of the **Electricity Industry Act 2000**.

**Solar Electricity** means electricity generated via photo-voltaic panels.

**We/Us/Ours** means Momentum Energy Pty Ltd.

**Your Facility** means a *Solar Electricity* generating facility which qualifies for the *Premium Solar Feed-in Tariff* under the **Electricity Industry Act 2001** and is installed at *Your Premises*.

**Your Premises** means the eligible premises at which *Your Facility* is installed and from which you generate *Solar Electricity*.

**SPECIAL**

**OPERATIVE PART:****Scope of Contract**

1. This *Contract* governs the purchase by *Us* from you of *Solar Electricity* generated by *Your Facility* only.
2. This *Contract* does not address the purchase of *Renewable Energy Certificates* from you; we will not purchase any *Renewable Energy Certificates* created as a result of generation by *Your Facility*.

**Effect of this Contract upon Your Electricity Supply Contract**

3. This agreement is separate to your *Energy Retail Contract* with *Us*. If you are not an existing customer of *Ours* you must enter into an *Energy Supply Contract* with *Us*.
4. Upon you entering this *Contract*, the tariff under which you are charged pursuant to your *Electricity Supply Contract* may change at the discretion of the *Distributor* which may alter your rates pursuant to your *Electricity Supply Contract*. If this occurs you agree to pay the varied rates which we will pass on to you as a result of this change.
5. If the *Distributor* changes the tariff under which you are charged, upon request we will provide details of the difference in rates or other charges that result from the change in your tariff.
6. Except for the situation outlined in clause 4 herein this *Contract* will not vary any aspect of your *Electricity Supply Contract* including but not limited to the Minimum Term of that *Electricity Supply Contract*.

**Commencement of Contract**

7. This *Contract* will commence upon the date agreed by *Us* and you as shown on the first page of the schedule.
8. If you have not previously been on a *Premium Solar Feed-in Tariff* with another retailer, this agreement will not take effect until you have provided an appropriate *Certificate of Electrical Safety* from the registered electrical contractor who installed your solar installation. If you are transferring to *Us* from another retailer where you previously had a *Premium Solar Feed-in Tariff* we will not require a *Certificate of Electrical Safety*.

**Term of Contract**

9. The Minimum Term for this *Contract* will be the Minimum Term stated in your *Electricity Supply Contract* unless:
  - you are no longer eligible for the *Premium Solar Feed-in Tariff*;
  - you transfer from *Us* to a different energy retailer; or
  - the *Scheme* terminates.

**Connection of Your Facility**

10. If requested by you, we will make a request to the *Distributor* to connect *Your Facility* to the *Distributor's Distribution System* as soon as practicable after you satisfy the requirements of clause 1 of the Retail Energy Code. The request to the *Distributor* will include details of any necessary metering.
11. We will make the request to the *Distributor* by 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 *Distributor*.

**Meter Reading**

12. We will base a *Premium Solar Feed-in Tariff Credit* on a reading of your *NEM-compliant meter* that records the supply of electricity from you to the *Distribution System*, and in any event, we will use our best endeavors to ensure that the meter is read at least once in any 12 month period.

13. We will not be in breach of clause 12 of this agreement if we are unable to read a meter in any relevant period as a result of you breaching clause 27 or if some other event outside of our control prevents Us from reading the meter;
14. If we are not able to reasonably or reliably base a *Premium Solar Feed-in Tariff Credit* on a reading of the meter, we will not apply a credit unless:
  - (a) the *Distributor* estimates the generation in accordance with applicable regulatory instruments; or
  - (b) we, at our discretion, estimate accounts (including debits and credits) in accordance with the provisions of your *Energy Supply Contract* or any applicable law where the meter is faulty or consumption and energy flows (including import and export) are not properly recorded.

**Purchase of Solar Electricity from You**

15. We will only purchase electricity received and measured on the meter. We have no obligation to pay or compensate you for any electricity exported from *Your Facility* that is rejected by the *Energy Distribution System* for any reason. We will notify you as soon as practicable after we become aware of any inability of the *Energy Distribution System* to accept *Solar Electricity* generated by *Your Facility*.
16. Any excess credit amount accrued under the Scheme will be extinguished, and your entitlement to the excess credit ceases, on the first of the following dates:
  - (a) 12 months after the date the credit first arises;
  - (b) the date *Your Electricity Supply Contract* ends; or
  - (c) the date the *Scheme* ends.

**Rates We Will Pay You for Your Solar Electricity**

17. We will credit you for electricity supplied by you under this *Contract* at a rate of \$.60 per kilowatt-hour, including GST.
18. We will credit you for the *Solar Electricity* supplied to the *Energy Distribution System* under this *Contract* with the same frequency as you are billed by Us for electricity supplied to *Your Premises* pursuant to your *Electricity Supply Contract*.

**Review of Tariff**

19. We will review your *Premium Solar Feed-in Tariff Credit* if you request that we do so. Any such review will be conducted in accordance with clause 6.1 of the *Energy Retail Code*.

**Overcharging and Undercharging**

20. If we over-credit you for electricity supplied by you, we will recover the over-credit in accordance with clause 6.3 of the *Energy Retail Code*.
21. If we under-credit you for electricity supplied by you, we will credit the amount under-credited to the next bill issued to you after we become aware of the under-crediting. You will be credited the amount of the under-credit in accordance with clause 6.2 of the *Energy Retail Code*.

**Force Majeure**

22. If an event occurs which is outside of your reasonable control and you breach this *Contract* due to this event only, your obligations will be suspended to the extent to which they are affected by the *force majeure event* so long as the force majeure event continues.
23. You must give Us prompt notice of a *force majeure event* including full particulars of the nature 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 by you to remove, overcome or minimise its effects. We will provide you with prompt notice if we become aware of a *force majeure event*.

**Provision of Information**

24. On request, we will provide you with reasonable information on any of our *Premium Solar Feed-in Tariff* offers for which you are eligible. The information will be given within 10 business days of your request, and if you request, in writing.
25. We will retain your historical *Premium Solar Feed-in Tariff Crediting* data for a minimum of two years, whether or not this *Contract* and your *Electricity Supply Contract* may have terminated.
26. If you request historical data relating to this *Contract* we will process that request in the same manner as a request for historical data relating to a supply of electricity to you pursuant to clause 27.2 of the *Energy Retail Code*.

**Your Obligations**

27. You must:
  - (a) obtain and maintain all necessary licences, permits and/or approvals from all relevant authorities (including building and planning approvals) required for *you* to generate *Solar Electricity*;
  - (b) maintain *Your Facility* (and all associated equipment) in good working and reliable order; and
  - (c) obtain prior written consent of the *Distributor* and *Us* prior to making any changes to *Your Facility* (including operational, structural and functional changes), including any changes in *Your Facility's* generation capacity or the export capacity.

**Complaints Procedure**

28. Should you wish to make a complaint in relation to this *Contract* we will address your complaint in accordance with our complaints handling procedures as outlined in our Customer Charter. If you are not satisfied with the resolution you have the right to escalate the matter to a higher level within Momentum Energy or to Energy and Water Ombudsman of Victoria.

**Termination of Contract**

29. This *Contract* may be terminated by you without notice. The termination does not become effective until the last of the following (if applicable) occur:
  - (i) if you and we enter a new feed-in *contract*, the expiry of any cooling-off period in respect of the new feed-in contract; or
  - (ii) if this *Contract* is terminated because you want to enter a feed-in contract with another retailer, the date when the other retailer becomes responsible for the feed-in contract; or
  - (iii) if an *Electricity Supply Contract* is terminated with regard to supply to *Your Premises* having been disconnected, the date when you no longer has a right under *the Energy Retail Code* to be reconnected.
30. If you are a small business or community organisation, we may terminate this premium feed-in tariff contract once your annual consumption of electricity exceeds 100 megawatt hours.
31. We may terminate this *Contract* on or after the date of the fifteenth anniversary of the *Scheme*.
32. If this *Contract* is a fixed term contract we will notify you of the following information between one and two months before the expiry date:
  - (a) the date that this *Contract* is due to expire; and
  - (b) the options available to you; and
  - (c) the terms and conditions that will apply after that date if you do not exercise any other option.

33. This *Contract* will continue after the expiry date on the terms and conditions notified by *Us*, without further need for written agreement, provided the terms and conditions have taken effect in accordance with section 40H of the **Electricity Industry Act 2000**.
34. If this *Contract* is terminated under this clause 29, you must ensure that no *Solar Electricity* is exported to the *Energy Distribution System* from *Your Facility* or *Your Premises*. We may take appropriate action (including arranging for the disconnection of the meter) to ensure that no *Solar Electricity* is exported from *Your Facility*.

#### **Liabilities**

35. If you breach any aspect of this *Contract* we will seek to recoup on behalf of the *Distributor* any amount that you have obtained as a result of that breach. If you terminate this *Contract* we will not seek a termination fee. For the avoidance of doubt this does not limit our right to charge a termination fee in respect of your *Electricity Supply Contract* if applicable.
36. You are responsible for *Your Facility* and its use. You agree that we will not be liable for any loss, damage or injury that may be caused by *Your Facility* or its use.
37. You must install adequate protection devices to protect *Your Facility* from faults (including without limitation, power surges) on the *Energy Distribution System*. We will not accept liability for any loss or damage to *Your Facility* or for any injury.
38. We are not responsible for any act, omission, default or negligence of any third party including the *Distributor*.
39. You agree to:
  - (a) release us from any and all liability to you, including where that liability arises from a claim brought by you against the *Distributor*, in respect of losses, costs and damages suffered by you, including without limitation, a failure resulting from the negligence of a *Distributor*; and
  - (b) indemnify *Us* in respect of any liability that we have to any *Distributor* or a third party for liabilities, losses, costs and damages suffered or incurred by that *Distributor* or third party as a result of the *Solar Electricity* supplied by you under this *Contract*.

#### **Charges We Will Pass on to You**

40. From time to time, the State or Commonwealth Governments, *Distributors* or other industry participants may impose on *Us* new or increased charges or taxes relating to the purchase of *Solar Electricity* by *Us* under this *Contract*. Consistent with the law, *We* may pass the liability for these charges or taxes onto *you* by providing *you* notice of any changes as soon as possible and, in any event, no later than the next energy account issued.

#### **Miscellaneous**

41. The terms and conditions of this *Contract* may only be varied by agreement in writing between *Us* and *You*.
  42. A notice, consent, document or other communication given by *Us* under this *Contract* will be given in writing by hand, by fax, by mail or by e-mail.
  43.
    - (a) You must not assign your rights and obligations pursuant to this *Contract* without obtaining *our* prior written consent.
    - (b) If *We* wish to assign *our* rights and obligations pursuant to this *Contract* with you, *We* will first obtain *your* consent, unless the assignment forms part of the sale or transfer of all or substantially all of *our* retail business.
  44. You must notify *Us* within 14 business days if your photovoltaic generating capacity exceeds 5 kilowatts i.e. your photovoltaic system has, or is changed to, an installed or name-plate generating capacity exceeding 5 kilowatts.
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