



Victoria Government Gazette

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Electricity Industry Act 2000

SIMPLY ENERGY (ABN 67 269 241 237) A PARTNERSHIP COMPRISING
IPOWER PTY LTD (ACN 111 267 228) AND IPOWER2 PTY LTD (ACN 070 374 293)

Pursuant to sections 40FF and 40G of the **Electricity Industry Act 2000** Simply Energy publishes its premium solar feed-in tariff terms and conditions and general renewable energy feed-in terms and conditions. These terms replace the terms published in Gazette No. S 388 on Monday 2 November 2009. Any previous offer for the purchase of small renewable energy generation electricity ceases to be effective.

Feed-in electricity contract

Your *feed-in electricity contract* consists of this *contract sheet* and the feed-in terms. There is no term and no early termination fee.

Sale contract

The *contract* has no legal force unless and until you have a contract with us for the sale of electricity to the *premises* under which we have started to sell you electricity (***sale contract***) and, if the *contract* is a *general renewable energy feed-in contract*, no discount is applied under the *sale contract* to the *energy charge(s)* component of our standing offer rates and, if the *contract* is a *premium solar feed-in contract*, the *sale contract* is one of our market offers generally available as at the date you enter into the *contract* with us.

Generation facility

Another condition under the contract is that the *generation facility* must be either a *qualifying solar energy generation facility* or a *small renewable energy generation facility*.

A *qualifying solar energy generation facility* is a photovoltaic generating facility that has an installed or name-plate generating capacity of 5 kilowatts or less that is (or will be) connected to a distribution system and:

- (i) is at a property that a person occupies as their principal place of residence; or
- (ii) at one or more properties –
 - (A) that the person occupies, otherwise than as a place of residence, by means of one qualifying solar energy generating facility at each of those properties; and
 - (B) at which the person's annual consumption rate of electricity is 100 megawatt hours or less for the relevant *supply point*.

A *small renewable energy generation facility* is a wind energy, solar energy, hydro or biomass energy generation facility that is (or will be) connected to a distribution system, has an installed or name-plate generating capacity of less than 100 kilowatts and is not a *qualifying solar energy generation facility*.

Prices, charges and GST

Depending on whether the *generation facility* is a *qualifying solar energy generation facility* or a *small renewable energy generation facility*, the *contract* will be either a *premium solar feed-in contract* under which we pay \$0.60 per kilowatt-hour exclusive of GST or a *general renewable energy feed-in contract* under which we pay an amount in \$ per kilowatt-hour exclusive of GST which is the same as the *energy charge(s)* exclusive of GST under the *sale contract*.

You must pay any charges provided for in the feed-in terms and, if the *contract* is a *general renewable energy feed-in contract*, an administration fee of \$7.15 inclusive of GST per *electricity bill*.

SPECIAL

1. YOUR FEED-IN ELECTRICITY CONTRACT

1.1 The scope of the contract

These feed-in terms form part of a contract you have entered into with us for the purchase by us of your *feed-in electricity*. The other part of the *contract* is the *contract sheet*.

1.2 Sale and purchase of your *feed-in electricity*

You agree to sell to us and we agree to purchase from you your *feed-in electricity*.

1.3 Conditions

The *contract* has no legal force unless and until:

- a. you have a contract with us for the sale of electricity to the *premises (sale contract)* under which we have started to sell you electricity;
- b. you are the owner and operator of the *generation facility* identified in the *contract sheet*;
- c. if the *contract* is a *premium solar feed-in contract*:
 1. you are a *qualifying customer* in respect of the *generation facility* and the *premises*;
 2. the *generation facility* is a *qualifying solar energy generating facility*;
 3. the *sale contract* is one of our market offers generally available as at the date you enter into the *contract* with us; and
 4. an interval meter is installed to record your *feed-in electricity*; and
- d. if the *contract* is a *general renewable energy feed-in contract*:
 1. you are a *relevant generator* in respect of the *generation facility*;
 2. the *generation facility* is a *small renewable energy generation facility*; and
 3. the *sale contract* is one under which no discount is applied to the *energy charge* component of our standing offer rates; and
- e. you have indicated in the *contract sheet* that your consent to entering into the *contract* is explicit and informed.

1.4 Multiple premises

If we have agreed to purchase *qualifying solar energy generation electricity* from you at more than one *premises* at which there is a *qualifying solar energy generation facility*, then we actually have a separate *contract* for each *premises*.

1.5 Understanding these feed-in terms

Words appearing in these feed-in terms *like this* have a special meaning and are defined either in the *Act* or in paragraph 16.6. Paragraph 16.7 includes some further rules for interpreting these feed-in terms.

2. WHEN THE CONTRACT STARTS AND WHEN IT EXPIRES

2.1 When the contract starts

The *contract* starts when you accept our offer to purchase your *feed-in electricity*, whether you do this by signing and returning the *contract sheet* to us before the offer expiry date or by verbally accepting our offer or accepting online, and each of the conditions set out in paragraph 1.3 is met.

2.2 When we start purchasing your *feed-in electricity*

Although the *contract* may have started, we do not start purchasing your *feed-in electricity* unless and until:

- a. the *generation facility* is connected to the *network*;
- b. you have installed or procured the installation of a meter capable of recording your *feed-in electricity* and the meter is effectively allocated by the *market and system operator* to us; and
- c. we are otherwise reasonably satisfied with the connection and metering arrangements.

2.3 When the *contract* expires

- a. Unless it is terminated earlier under paragraph 12, the *contract* will continue from when we start purchasing your *feed-in electricity* for the term stated in the *contract sheet* (or, if no term is stated, until 31 December 2024).
- b. We will send you a notice before the term expires advising you of your options. In that notice we may offer to extend the term of the *contract* together with *contract* variations. If you do not enter into another contract for your *feed-in electricity* before the term of the *contract* expires, you will be taken to have accepted the offer and the *contract* will be varied accordingly.
- c. If the term of the *contract* expires without any such extension, then the *contract* is instead to continue indefinitely on the same terms until the *contract* is varied or is terminated.

3. CONNECTING THE *GENERATION FACILITY*

3.1 Connection

The *generation facility* must be connected to the *network*.

3.2 Requesting connection

On request, we will make a request to your distributor to connect the *generation facility* to the *network* and, if this has not already been arranged, we will use our best endeavours to facilitate your agreement with the distributor for the connection of the *generation facility* to the *network* and for the reassignment of your network tariff. We will make the request for connection as soon as practicable and in any event within one *business day* of you paying any connection charge and providing us with the following information (some of which we may already have):

- a. acceptable identification;
- b. your contact details;
- c. if you rent your *premises*, contact details for the owner of the *premises* or the owner's agent;
- d. any documents required under the **Electricity Safety Act 1998** (Vic.);
- e. any other documents reasonably required either by us or your distributor.

3.3 Connection and metering installation charges

Any connection and metering installation charges the distributor imposes on us will be directly passed through to you at cost and you must reimburse us for those charges.

4. PRICES FOR *FEED-IN ELECTRICITY*

4.1 Price for *qualifying solar energy generation electricity*

If the *contract* is a *premium solar feed-in contract* then, for each kilowatt-hour of *qualifying solar energy generation electricity* we purchase from you during your *premium solar feed-in tariff period*, we will pay you \$0.60 exclusive of *GST*.

4.2 Price for *small renewable energy generation electricity*

If the *contract* is a *general renewable energy feed-in contract* then;

- a. for each kilowatt-hour of *small renewable energy generation electricity* we purchase from you, we will pay you an amount exclusive of *GST* being the same as the *energy charge(s)* exclusive of *GST* that would be payable to us by you under the *sale contract* for one kilowatt-hour of electricity supplied to you at the same time; and
- b. on request we will provide details of any variation to *energy charges*. We will provide this information as soon as practicable and in any event no later than your next *electricity bill*.

5. CREDITS AND PAYMENTS

5.1 Credits

We will credit amounts we owe you under paragraph 4 for your *feed-in electricity* against your *electricity bills* as follows:

- a. we will credit an amount that arises during a period in which we sell electricity to you against the *charges* in the *electricity bill* that relates to that period;
- b. if, in a period we sell electricity to you, the amount that arises during that period exceeds the *charges* in the *electricity bill* for that period, we will credit the excess amount against the *charges* in the *electricity bill* that relates to the next period we sell electricity to you and, if and to the extent necessary, carry that excess amount forward until it may be credited against the *charges* in a subsequent *electricity bill*.

5.2 Payments

On request we will pay you any excess amount or carried forward excess amounts. We will likewise pay you any excess amount or carried forward excess amounts when the *contract* expires or is terminated unless at that time we are able to credit the excess amount or carried forward excess amounts against amounts you owe under the *sale contract* or another contract with us for the sale of electricity to the *premises* or another premises.

5.3 No bills

In view of how credits are to be applied and payments made under paragraphs 5.1 and 5.2 but subject to paragraph 15.3, neither you nor we are to prepare any bills for the *feed-in electricity* we purchase from you.

5.4 Credits based on meter readings

- a. As a general rule we will base your credits on readings of your meter.
- b. However we may base a credit on a *lawful* estimate of the *feed-in electricity* we have purchased if you did not make your meter accessible or access was not possible for reasons outside our control. If we do this and we subsequently obtain a meter reading or more reliable data, we will adjust your next credit as appropriate.
- c. In any event we will use our best endeavours to ensure your meter is read at least once in any 12 month period.
- d. If you ask us to replace an estimated credit with one based on a meter reading, we will do so and, if the credit was based on an estimate because an attempt to read your meter was unsuccessful due to an act or omission on your part, may impose a fair and reasonable charge on you.

5.5 You can ask for a review

If you ask us to review the amount of credit we will do so. If the review shows the credit is correct, you must allow the credit or request a meter test which you must pay for if the test shows the meter is compliant. Should the review uncover an error, we will adjust the credit.

5.6 Adjustments

- a. If we have under-credited you (or not credited you at all), we will credit the under-credited amount on the same basis we are required to repay overcharged amounts under the *sale contract*.
- b. If we have over-credited you, we may recover from you what has been over-credited on the same basis we may recover undercharged amounts under the *sale contract* except that we will deduct the over-credited amount from credits included in your *electricity bills*.

6. ADMINISTRATION FEE AND OTHER CHARGES**6.1 Administration fee**

You must pay us any administration fee set out in the *contract sheet*.

6.2 Changes in law

We may charge you amounts that are reasonable having regard to increases in costs we incur in purchasing your *feed-in electricity* resulting from any change in *law* or change in the manner in which a regulator or other government agency officially interprets or applies the *law*.

6.3 Deductions

We will deduct the amount of any administration fee or other amounts we are entitled to charge you under the *contract* from the amount of credits included in your *electricity bills*.

7. YOUR OBLIGATIONS**7.1 The generation facility**

In installing the *generation facility*, connecting it to the *network* and supplying *feed-in electricity*, you must comply with the *law*.

7.2 Meters

You must:

- a. pay for a meter capable of your recording your *feed-in electricity* and pay for the installation and maintenance of that meter;
- b. protect and not interfere with or damage the meter or *supply point* and promptly notify us of any problems with them;
- c. give the *meter readers*, our personnel and your distributor, any of whom will be carrying official identification and will show it to you if you ask, safe, convenient and unhindered access at all reasonable times to the meter and the *supply point* for any reasonable purpose required;
- d. comply with directions from us or your distributor about the meter or the *supply point*;
- e. pay for additional or replacement meters if yours needs change.

7.3 Safety and emergencies

You must at all times:

- a. maintain the *generation facility* in a safe condition;
- b. allow only accredited electricians to perform any work on the *generation facility*;
- c. keep all vegetation, structures and vehicles at your *premises* clear of the *generation facility*;
- d. advise us or your distributor of any matter that may threaten any person's health or safety or the integrity of the network as soon as you become aware of such matters; and
- e. comply with directions from us or your distributor in an emergency in accordance with the law.

8. RECS

Unless otherwise agreed with us in writing, your *contract* does not assign to us any rights to create or other interests in *RECs* generated by your *generation facility*.

9. PROVISION OF INFORMATION

9.1 Information we need

Within 14 *business days* of the relevant change, you must notify us if:

- a. the *generation facility* ceases to be:
 1. a *qualifying solar energy generating facility*, if the *contract* is a *premium solar feed-in contract*; or
 2. a *small renewable energy generation electricity facility*, if the *contract* is a *general renewable energy feed-in contract*; and
- b. your contact details change.

9.2 Information we will give you

- a. On request, we will provide you with information about offers we may make for *feed-in electricity*. We will provide this information within 10 *business days* of your request and, if you want, in writing.
- b. We will also provide you with historical data on the *generation facility* and your *feed-in electricity*. We will provide this data on the same basis as we are required to provide historical information on electricity we have sold you under the *sale contract*.
- c. We will retain historical data on the *generation facility* and your *feed-in electricity* for at least two years, even if your *feed-in electricity contract* and your *sale contract* with us may have terminated.

10. INTERRUPTIONS

10.1 Interruptions may occur

You agree that the supply of *feed-in electricity* to the *network* may be interrupted in certain circumstances and that, in those circumstances, you will comply with directions from us or your distributor. The relevant circumstances are when a supply interruption:

- a. is allowed or required under the *law*;
- b. occurs for reasons beyond our control;
- c. occurs because of steps taken by your distributor or the *market and system operator*;
- d. is required to allow repairs, testing, maintenance or other works; or
- e. is necessary due to an emergency or for reasons of public health or safety or the protection of any person or property.

10.2 Keeping one another informed about interruptions

- a. Where reasonably possible and in accordance with the *law*, we or your distributor will give you prior notice of interruptions (though not necessarily in writing).
- b. If you inform us the supply of *feed-in electricity* to the *network* has been interrupted and you want us to notify your distributor, we will do so as soon as practicable.

11. DISCONNECTION

We may disconnect (or arrange for your distributor to disconnect) the *generation facility* if we are entitled to disconnect the *premises* under the *sale contract*. You must co-operate with and assist us (or your distributor) in respect of any disconnection.

12. EARLY TERMINATION

12.1 Automatic early termination

The *contract* terminates immediately if:

- a. we start purchasing your *feed-in electricity* under a new contract;
- b. you start selling your *feed-in electricity* to another electricity retailer;
- c. you move out of your *premises*;
- d. your *premises* is disconnected under the *sale contract* and you have no right to be reconnected; or
- e. any of the conditions set out in paragraph 1.3 is no longer met.

12.2 By us

We may terminate the *contract* early by giving you notice if:

- a. you breach an obligation under the *contract* and fail to remedy the breach within 10 *business days* of receiving a notice from us to do so, in which case the *contract* terminates with effect from the expiry of that 10 *business day* period; or
- b. if the *contract* is a *premium solar feed-in contract* and you are a small business or community organisation, your annual consumption rate of electricity for the relevant *supply point* at the *premises* exceeds 100 megawatt-hours.

12.3 By you

You may terminate the *contract* early by letting us know in writing. The *contract* will terminate with effect from when we receive your notice.

12.4 Early termination fee

If the *contract* is terminated early under paragraph 12.1 (other than 12.1(a)) or under paragraph 12.2 or 12.3, then you must pay us any early termination fee set out in the *contract sheet*. The amount of any such fee will be a fair and reasonable pre-estimate of the damage we will incur as a result of early termination of the *contract*, having regard to related costs we are likely to incur.

12.5 Effect of early termination

Early termination of the *contract* does not affect any rights arising before or on termination.

13. COMPLAINTS**13.1 How you can raise complaints**

You may raise a complaint with us in writing or orally. In doing so you must give us the reasons why you are complaining.

13.2 Our response

We will respond to your complaint in accordance with the *law*, relevant benchmarks and best practice generally.

13.3 Escalation of a complaint

If you are not satisfied with our response, you can ask for your complaint to be raised to a higher level in our organisation.

13.4 Referring a complaint to the Ombudsman

You may also refer any complaint to the *Ombudsman* whose services are available to you without cost. However, you can only use the *Ombudsman* if you have first made your complaint to us and, having escalated the complaint, remain unsatisfied. You must also have raised the complaint with us within 1 year of becoming aware of the event giving rise to the complaint. You may accept or not accept the *Ombudsman's* decision, but if you accept it, the *Ombudsman's* decision will be final and binding.

14. LIABILITY**14.1 Title**

Title to your *feed-in electricity* passes to us at the *supply point*.

14.2 The distributor is your supplier

You agree and acknowledge that:

- a. it is your distributor, not us, who connects or connected the *generation facility* to the *network* and who will maintain that connection;
- b. your distributor is responsible for taking the supply of your *feed-in electricity* into the *network*;
- c. the supply of *feed-in electricity* to the *network* may be interrupted; and
- d. we are not liable to you (under contract, tort (including negligence) or on any other basis) in respect of any of these matters.

14.3 You are responsible on your side of the supply point

We are not responsible for, and you accept all risks in respect of, the control and use of the *generation facility* and of electricity on your side of the *supply point*.

14.4 Uncontrollable events

Obligations under the *contract* will be suspended if they cannot be met due to an event outside your or our control, as the case may be (excluding any obligation to credit or pay money). If we are affected by such an event we will give prompt notice to you and use best endeavours to remove, overcome or minimise the effects of the event (though we need not settle any industrial dispute unfavourably to us), as you must do if you are affected.

14.5 No implied terms

- a. Nothing in these feed-in terms excludes, restricts or modifies any condition or warranty that the *law* does not allow us to exclude, restrict or modify. However, all other conditions and warranties, whether or not implied by the *law*, are excluded.
- b. The **Trade Practices Act 1974** (Cth) and other *laws* imply conditions and warranties into certain types of contracts for the supply or sale of goods and services. If any condition or warranty is implied into the *contract* under those *laws*, then our liability (if any) for breach of that condition or warranty in connection with any goods or services we supply under the *contract* is limited, as far as the *law* allows and at our option, to resupplying the goods or services (or paying for their resupply).

14.6 Indemnity

To the extent the *law* allows, you indemnify us against (and therefore must pay us for) loss or damage arising in connection with any failure by you to comply with any of your obligations under the *contract*, the control and use of the *generation facility* and any electricity on your side of the *supply point*, whether or not the *contract* has ended. You will not have to do this where the loss or damage is the result of the negligence of us, your distributor or a *meter reader*.

14.7 Non-exclusion

Nothing in the *contract* varies or excludes any limitation of liability or immunity we have under the *law*.

15. GST**15.1 Application**

This paragraph 15 applies only if:

- a. in the *contract sheet* you have represented to us that you will supply your *feed-in electricity* to us in the course or furtherance of an enterprise that you carry on and that you are registered or required to be registered for *GST*; and
- b. the supply of your *feed-in electricity* to us is a taxable supply.

15.2 GST

Any amount we owe you under paragraph 4.1 or 4.2(a) excludes any *GST* payable on the supply of your *feed-in electricity* to us. In addition to crediting or paying to you that amount, we must also credit or pay to you a further amount equal to any *GST* payable on the supply. We must credit or pay that further amount to you as and when we credit or pay to you the amount owed under paragraph 4.1 or 4.2(a), except we need not do so unless we have been able to create, or have received from you, a tax invoice for the supply.

15.3 Tax invoicing

- a. You agree that, if we are able to, we will (and you will not) issue tax invoices in respect of the supply of your *feed-in electricity* to us. We are registered for *GST* and will notify you if we cease to be. We will combine tax invoices with your *electricity bills* and include your ABN on them.
- b. If we are unable to issue tax invoices, you will. You must do so within 5 *business days* of a request from us.

15.4 Definitions

Words defined in the **A New Tax System (Goods and Services Tax) Act 1999** (Cth) have the same meaning in this paragraph 15.

16. OTHER MATTERS

16.1 Notices

Unless otherwise stated, all notices must be in writing. Notices can be given personally, by fax, by post or by e-mail, to an address or number set out in the *contract sheet*. If a notice is sent by post, it will be considered to have been received 3 *business days* after posting, unless in fact it is received earlier. Any changes to notice details must themselves be notified in writing.

16.2 Governing law

Victorian *laws* govern the *contract*.

16.3 Published replacement feed-in terms

If we publish replacement feed-in terms in accordance with the *Act* or as a result of future amendments to the *Act* then those replacement feed-in terms apply under the *contract* in place of these feed-in terms with effect from when the replacement feed-in terms take effect under the *Act*.

16.4 Otherwise varying the *contract*

Subject to paragraph 16.3, you must give your explicit informed consent and we must agree any variation to the *contract* with you in writing.

16.5 Transferring the *contract*

You cannot transfer the *contract* to another person without our prior written consent. We will need your prior written consent to any transfer too, except that we may transfer the *contract* to another person together with any transfer of all or substantially all of our Victorian residential or small business customer retail sales business (in which case you appoint us to be your attorney to sign any document or do anything necessary to effect the transfer of the *contract*).

16.6 Definitions

In these feed-in terms:

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

business day means a day other than a Saturday, a Sunday or a gazetted public holiday in Victoria;

charges means *energy charges* and any other charges payable to us by you under the *sale contract*;

contract means the contract you have entered into with us for the purchase by us of your *feed-in electricity* as first mentioned in these feed-in terms in paragraph 1.1;

contract sheet means either our offer to purchase your *feed-in electricity* signed by you or, if you verbally accepted our offer or accepted online, the confirmation of acceptance we subsequently provide to you;

electricity bill means a bill we send you under the *sale contract*;

energy charges means the *charges* for the electricity we sell you;

feed-in electricity means:

- a. *qualifying solar energy generation electricity* and, in respect of you in particular if your *generation facility* is a *qualifying solar energy generating facility*, means such *qualifying solar energy generation electricity* generated by the *generation facility* and not used by you; or

- b. *small renewable energy generation electricity* and, in respect of you in particular if your *generation facility* is a *small renewable energy generating facility*, means such *small renewable energy generation electricity* supplied by you from the *generation facility*;

general renewable energy feed-in contract means a contract under which we purchase *small renewable energy generation electricity*;

generation facility means the facility for generating electricity identified in the *contract sheet*;

GST has meaning given in the **A New Tax System (Goods and Services Tax) Act 1999** (Cth);

law means any law or regulatory or administrative document relating to the sale or supply of electricity or the purchase of *feed-in electricity*;

market and system operator means a body that administers the market for wholesale trading in electricity in Victoria;

meter reader means a person authorised to read your meter;

network means the distribution system servicing the *premises*;

Ombudsman means a relevant body responsible for handling our customers' complaints in Victoria;

premises means the premises stated in the *contract sheet* and, if there is more than one such premises, all of them together and each of them separately (as the context requires);

premium solar feed-in contract means a contract under which we purchase *qualifying solar energy generation electricity*;

REC means a renewable energy certificate under the **Renewable Energy (Electricity) Act 2000** (Cth);

sale contract has meaning given in paragraph 1.3(a); and

supply point means the point at which the *generation facility* and associated equipment connects to the *network* and includes your meter.

16.7 Interpretation

In these feed-in terms:

- a. **we, us** or **our** refers to Simply Energy ABN 67 269 241 237 or it refers to Simply Energy and you (as the context requires);
- b. **you** or **your** refers to the person or persons named in the *contract sheet* as customer and, if more than one person is named, refers to each of you separately and all of you jointly;
- c. a reference to:
 1. the singular includes the plural and vice versa;
 2. a document includes any variation or replacement of it;
 3. costs we incur include our internal costs;
- d. the words including, includes, such as or for example are not words of limitation; and
- e. headings are for convenience only and do not affect interpretation.

16.8 Inconsistencies

If these feed-in terms are different to or inconsistent with the *contract sheet*, the latter prevails.

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