



Victoria Government Gazette

No. S 176 Thursday 13 May 2010
By Authority of Victorian Government Printer

NEIGHBOURHOOD ENERGY PTY LTD ABN 97 109 118 578

Premium Solar Feed-In Tariff Terms and Conditions

1 ABOUT THIS AGREEMENT

- 1.1** You agree to sell to us and we agree to purchase from you Solar Electricity during the Term of this Agreement.
- 1.2** You are eligible to enter into this Agreement with us if you are a Qualifying Customer. You may be a Qualifying Customer if:
- (a) you have a Supply Agreement with us in relation to the Supply Address and we have up to date information under clause 1(c) of the Energy Retail Code; and
 - (b) you have only one Generator at the Supply Address.
 - (c) you are able supply us with Solar Electricity. Where you are a residential customer this will mean (amongst other things) that the Generator will have an installed or nameplate generating capacity of 5 kilowatts or less must be installed at your principle place of residence. Where the Supply Address is not your principal place of residence you must have an annual consumption rate of electricity of 100 megawatt hours or less.

2 INTERPRETATION

- 2.1** In this Agreement:
- (a) a reference to an Act, Regulation, Order, Code or Guideline shall be read as a reference to that document as amended, re-enacted, replaced or varied from time to time;
 - (b) a singular word should be understood to include the plural and vice versa;
 - (c) a year should be read as commencing on the start date of this Agreement;
 - (d) a reference to a month means a calendar month.

3 CONNECTION TO THE DISTRIBUTOR'S DISTRIBUTION SYSTEM

- 3.1** If you make a request to us to connect your Generator at the Supply Address to your Distributor's distribution system we will make a request that your Distributor arrange the connection as soon as practicable after you have satisfied us that you comply with clause 1.2(a) of this Agreement. We will make the request of your Distributor by no later than the next business day after you have satisfied us that you comply with clause 1.2(a) of this Agreement and have supplied us with all of the information that we need under the **Electricity Safety Act 1998** (Vic.).
- 3.2** You are responsible for and must reimburse us for all reasonable costs and expenses which we incur in carrying out your request for connection to your Distributor's distribution system.

4 COMMENCEMENT AND DURATION

- 4.1** This Agreement commences when:
- (a) all of the eligibility criteria set out in clause 1.2 are met; and
 - (b) your Distributor confirms with us that you are connected to their network and that you have complied with all of their requirements;
 - (c) your Generator has been connected to the Distributor's distribution system and the Distributor has advised us that your NMI has been assigned the relevant network tariff code; and
 - (d) you have provided us with your explicit informed consent to enter into this Agreement.

SPECIAL

4.2 Subject to clause 6 this Agreement shall continue in force throughout the Premium Solar Feed-In Tariff Period.

5 CHANGE OF SUPPLY TARIFF

5.1 If under your Supply Agreement you currently purchase electricity from us at a tariff that is an Excluded Tariff you will be required to change the tariff under which you are supplied electricity to an alternative tariff.

5.2 If clause 5.1 applies you may select any supply tariff that is otherwise available to you and is not an Excluded Tariff.

6 TERMINATION

6.1 If the Supply Agreement is terminated by either party this Agreement will automatically terminate.

6.2 Subject to clause 6.3, we may not terminate this Agreement unless we agree with each other to enter into a new Premium Solar Feed-In Agreement or you have transferred to another retailer for the supply of electricity to the Supply Address.

6.3 This Agreement automatically terminates if you cease to be a Qualifying Customer.

6.4 You may terminate this Agreement without notice.

6.5 A termination of this Agreement will only become effective when:

- (a) you enter into a new Premium Solar Feed-In Agreement with us, after the expiry of the cooling off period in respect of that new contract or if you enter into such an agreement with another retailer, when that other retailer becomes responsible for the Premium Solar Feed-In Agreement;
- (b) the Supply Address is disconnected from the Distributor's distribution system and we are supplied with satisfactory documentation or other confirmation that this has occurred and there is no longer any right of reconnection under the Energy Retail Code.

7 PREMIUM SOLAR FEED-IN CREDITS

7.1 We will credit your Solar Electricity Credits for the relevant period against charges payable by you under your Supply Agreement for the relevant Billing Period.

7.2 The extent of the Solar Electricity Credit that you receive for any given Billing Period will be calculated in accordance with the following formula:

$$\text{Solar Electricity Credit} = \text{PSF Rate} \times \text{Solar Electricity Supplied}$$

Where:

PSF Rate means \$0.60 per kilowatt-hour (including GST) or such other amount as may be gazetted by us from time to time.

Solar Electricity Supplied means the amount (measured in kilowatt hours) of Solar Electricity supplied to the Distributor's distribution system by you in the relevant Billing Period, as recorded by the Meter or as may be determined under clause 7.3.

7.3 If we have been unable to calculate your Solar Electricity Supplied for a relevant period based on a reading of your Meter your Solar Electricity Supplied for that period will be zero unless your Distributor estimates the generation in accordance with the Applicable Regulations.

7.4 If the amount you owe us for a Billing Period is less than the amount of your Solar Electricity Credits the balance of the Solar Electricity Credits will remain as a credit on your next bill.

7.5 For the avoidance of doubt, no interest may be charged by you in relation to any Solar Electricity Credits that you may have accumulated from time to time under the terms of this Agreement.

- 7.6 If at any time you wish us to review your account you may request us to do so and we will review it in accordance with the provisions of the Energy Retail Code.
- 7.7 Any excess Solar Electricity Credit (as referred to in clause 7.3) is extinguished either 12 months after that excess credit amount is first accrued or the day on which this Agreement expires or terminates (whichever comes first).
- 7.8 A Solar Electricity Credit has no value other than as prescribed in this Agreement, it is not transferable and we are not under any circumstances required to pay you any amount of money under the terms of this Agreement.
- 7.9 If at any time we have applied:
- (a) fewer Solar Electricity Credits to your account than we should have done under the terms of this Agreement we will credit those amounts to your account in accordance with clause 6.3 of the Energy Retail Code.
 - (b) more Solar Electricity Credit to your account than we were obliged to do under the terms of this Agreement we may recover the over-credited amount and in doing so we will follow the procedures set out in clause 6.2 of the Energy Retail Code.

8 METERING

- 8.1 You must organise for the installation of a Meter at the Supply Address that complies with all Applicable Regulations and any reasonable requirements imposed by us or by your Distributor.
- 8.2 You agree to take whatever steps may be necessary to provide us with access to any information that is generated by your Meter.
- 8.3 It is your obligation to ensure that any data produced by the Meter complies with the Applicable Regulations.
- 8.4 Subject to you providing us with reasonable and safe access to the Supply Address, we will use our best endeavours to ensure that your Meter is read at least once every 6 months. We will not be in breach of this requirement if we have been unable to comply because you have failed to provide us or our representative with safe, convenient and unhindered access to the Supply Address and to the Meter for the purpose of reading the Meter and for connection, disconnection, reconnection, maintenance and repair.
- 8.5 Where because you have failed to provide us with reasonable and/or safe access we have been unable to read your Meter for a period of 6 months or more we may elect to suspend the operation of this Agreement until such time as a reliable reading of your Meter can be obtained.
- 8.6 You must not tamper with your Meter.

9 ADDITIONAL COSTS

- 9.1 You acknowledge that you may be required to pay the following costs to us as a result of entering into this Agreement:
- (a) costs associated with the installation, maintenance or other technical support required by us or by your Distributor under this Agreement.
 - (b) any charges imposed on us by the Distributor as a result of the metering services supplied by the Distributor.
- 9.2 If work needs to be undertaken that may lead to costs of the type described in clause 9.1 being incurred you may ask us to specify what those costs are before the work is undertaken.

10 YOUR BILL

- 10.1 You will not receive a separate bill or statement as a result of entering into this Agreement. Any Solar Electricity Credits accumulated by you during the Term of this Agreement will be set off against the bill that you receive pursuant to your Supply Agreement.

10.2 Your bill will clearly itemise:

- (a) the amount of Solar Electricity supplied by you to us during the relevant period;
- (b) the amount of Solar Electricity Credits accumulated by you;
- (c) the amount (if any) of excess Solar Electricity Credits remaining on your account;
- (d) the amount (if any) of excess Solar Electricity Credits that have expired during the relevant period;
- (e) any charges that we have applied to your account or other adjustments that we have made.

11 INTERRUPTION, REDUCTION OR DISCONNECTION

11.1 All of the terms under the Supply Agreement that relate to the interruption, disruption, reduction or disconnection of the supply of electricity to you also apply to this Agreement.

11.2 You agree that the connection of your Generator, and your ability to supply us with Solar Electricity may be interrupted, discontinued or restricted for the same reasons set out in your Supply Agreement.

12 GST

12.1 Any consideration or amount payable under this Agreement including any non-monetary consideration, is inclusive of GST unless stated otherwise.

12.2 Subject to clause 12.3, if we become liable to pay GST in connection with this Agreement you agree to:

- (a) pay to us in addition to any other amounts that may be due to us under this Agreement or under the Supply Agreement, an additional amount equal to the amount of that GST;
- (b) you must pay such an amount to us within 14 days of being provided with a valid tax invoice by us;

12.3 If any GST payable in relation to a supply made under this Agreement varies from the additional amount that is paid by you under clause 12.2 so that a further amount of GST is payable in relation to the supply or a refund credit of GST is obtained in relation to the supply, then we will provide a corresponding refund or credit to, or will be entitled to receive a corresponding amount from, you.

12.4 Subject to the foregoing provisions of this clause, you are solely liable for payment of all taxes which may be incurred as a result of this Agreement and you agree to indemnify for any such liabilities that we may incur.

12.5 If you are a business customer you must supply us with a valid ABN in respect of this Agreement.

12.6 Unless you supply us with a valid ABN under clause 12.5 you warrant to us that your generation of electricity by your Generator is for private and domestic purposes and is not related in any way to any business purposes carried on by you or any other person. You undertake to indemnify us for all loss, damage, cost and expense that may arise from any breach of the foregoing warranty.

13 YOUR RIGHTS

13.1 You may ask us to review your bills or provide you with information on any premium solar feed-in tariff offers that we may from time to time make and we will process your request and provide the information to you within 10 business days.

13.2 You may request historical data relating to this Agreement for a period of up to 2 years and we will process such a request within 10 business days.

13.3 You must pay our reasonable costs of providing any information that you have sought from us under this clause unless your request is the first request that you have made within a 12 month period and the information sought relates to account or metering information that is less than 2 years old, in which case the information will be provided free of charge.

14 YOUR OBLIGATIONS

- 14.1** You must comply with all applicable laws. In particular you must supply us with Solar Electricity in accordance with the Supply Requirements.
- 14.2** You must ensure that any variations in the voltage and/or frequency do not exceed the levels prescribed by the Applicable Regulations.
- 14.3** You must ensure that you supply Solar Electricity at the point where the Distributor's distribution system connects to the Supply Address.
- 14.4** You must not modify the Generator without first obtaining the written consent of the Distributor.
- 14.5** You must notify us as soon as is reasonably practicable about any changes in your contact details or other relevant circumstances.
- 14.6** If the Supply Address was but is no longer your principal place of residence you must notify us within 14 days of the date when the Supply Address ceased to be your principal place of residence.
- 14.7** If the photovoltaic generating capacity of your Generator exceeds 5 kilowatts you must notify us of this change within 14 days.

15 FORCE MAJEURE

- 15.1** If, but for this clause, either party would commit a breach of this Agreement and that breach is caused by a Force Majeure Event:
- (a) the obligations of the defaulting party under this Agreement are suspended to the extent to which they are affected by the Force Majeure Event as long as that event continues; and
 - (b) the defaulting party must give the other party notice of that fact including full particulars of the Force Majeure 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.
- 15.2** For the purposes of clause 15.1(a), if the effects of a Force Majeure Event are widespread the defaulting party will be deemed to have given the other party prompt notice if it makes the necessary information available to the other party as soon as is reasonably practicable.
- 15.3** The parties may agree with one another that a defaulting party is not to have the benefit of clause 15.1(a) in respect of any Force Majeure Event.
- 15.4** A party that seeks to rely upon clause 15.1(a) must use its best endeavours to remove, overcome or minimise the effects of the Force Majeure Event as quickly as possible. However, this does not require either party to settle any dispute (that may be related to the Force Majeure Event) on terms that it would not otherwise agree to.
- 15.5** Nothing in this clause 16 varies or excludes the operation of section 117 of the **Electricity Industry Act 2000** (Vic.) or section 78 of the National Electricity Law.

16 MISCELLANEOUS**Liability**

- 16.1** We do not accept any responsibility for any risks or liabilities associated with the operation of your Generator including its control, use, maintenance or connection to the Distributor's distribution system.

Assignment

- 16.2** You must not novate this Agreement or assign, transfer or deal with the rights created under this Agreement without our written consent.
- 16.3** We may only assign our rights and obligations under this Agreement without your consent if the assignment forms part of the transfer to a third party of all or substantially all of our retail business.

Notices

16.4 A notice, consent, document or other communication given must be in writing and given by hand, by fax, by mail or by email unless this Agreement provides to the contrary.

Governing Law

16.5 This Agreement is governed by the laws of Victoria and each of us submit to the non-exclusive jurisdiction of the Victorian Courts.

Waiver

16.6 Any failure by us to exercise any of our rights or powers under this Agreement is not a waiver of those rights or powers unless we agree otherwise in writing.

Variations

16.7 Subject to anything to the contrary in this Agreement:

- (a) we may vary this Agreement by publishing new terms and conditions (which may or may not include a new tariff) in accordance with section 40FF of the **Electricity Industry Act 2000** (Vic.); or
- (b) the parties may vary this Agreement by agreement in writing.

Severance

16.8 If the whole or any part of a provision of this Agreement is void, unenforceable or illegal that provision shall, so far as is possible, be severable. The remainder of this Agreement shall continue to operate with full force and effect and the validity and enforceability of the remainder shall be unaffected.

Entire Agreement

16.9 This Agreement sets out the entirety of the agreement between us for the supply of Solar Electricity by you to us and you acknowledge that you have not relied on any representation, inducement, warranty or promise which is not contained in this document.

16.10 You acknowledge that the Supply Agreement deals exclusively with the sale of electricity by us to you and that the Supply Agreement is separate from this Agreement.

16.11 If and to the extent that any matter is required as a matter of law to form part of this Agreement that is not included expressly in these terms and conditions the relevant provisions shall be implied into this Agreement as if they were expressly incorporated.

Changes in the Laws

16.12 It is acknowledged that there may be changes in the laws that govern the sale and supply of electricity (including Solar Electricity) which may affect the operation of this Agreement. It is agreed that if in our reasonable view the changes to the laws materially alter the rights that subsist under this Agreement we may amend this Agreement to take those changes into account.

Complaints

16.13 If you wish to complain about this Agreement or its administration by us you may do so and we will follow the procedures set out in clause 28.2 of the Energy Retail Code.

17 DEFINITIONS

17.1 In this Agreement the following words and phrases bear the meanings set out in this clause.

Applicable Regulations: means any applicable legislation, regulations, orders in council, codes, guidelines, licenses or other mandatory obligations that are relevant to the operation of this Agreement.

Billing Period: means a calendar month during which we supply you with electricity under your Supply Agreement.

Business Day: Any day that is not a Saturday, Sunday or a proclaimed Public Holiday under the Public Holidays Act 1993.

Distributor: The holder of the distribution licence of the electricity distribution network to which the Supply Address is connected;

Due Date: The date your bill becomes due and payable.

Essential Services Commission: The Essential Services Commission of Victoria.

Excluded Tariff: in relation to our published tariffs, means a tariff in respect of which the relevant distribution company does not provide premium solar feed in credits.

Force Majeure Event: an event beyond the reasonable control of you or us.

Generator: means a 'qualifying solar energy generation facility' as defined in section 40F of the **Electricity Industry Act 2000** (Vic.) through which you will supply us with Solar Electricity under this Agreement.

GPRs: means a Green Power Right arising under the National Green Power Accreditation Program as described in the National Green Power Accreditation Program Rules, Version 5.1, June 2009 or any successor or replacement that may be published or adopted from time to time.

GST: Goods and Services Tax as defined under the GST Law.

GST Law: the definition given in **A New Tax System (Goods and Services Tax) Act 1999**.

Meter: means a device installed to the satisfaction of the Distributor for the purpose of recording the amount of Solar Electricity supplied by you to us.

Premium Solar Feed-In Tariff Period: has the meaning given in section 40FC of the **Electricity Industry Act 2000** (Vic.). Note: in most cases, unless you decide to terminate this contract under clause 6.4, this will mean that this agreement will come to an end on 1 November 2024.

Premium Solar Feed-In Agreement: means an agreement made under Division 5A of Part 2 of the **Electricity Industry Act 2000** (Vic.).

Qualifying Customer: has the meaning given in section 40F of the **Electricity Industry Act 2000** (Vic.).

RECs: means a renewable energy certificate as defined under the **Renewable Energy (Electricity) Act 2000** (Cth) and the Renewable Energy (Electricity) Regulations 2001 (Cth).

Solar Electricity: means 'qualifying solar energy generating electricity' as that term is defined in section 40F of the **Electricity Industry Act 2000** (Vic.).

Supply Address: means the address stated in the Supply Agreement between you and us.

Supply Agreement: means an agreement between you and us for the supply and sale of electricity at a single rate tariff to the Supply Address.

Supply Requirements: are the requirements that may be specified by your Distributor from time to time.

Term: has the meaning given by clause 4 of this Agreement.

bluestar  **PRINT**

The *Victoria Government Gazette* is published by Blue Star Print with the authority of the Government Printer for the State of Victoria

© State of Victoria 2010

This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act.

Address all enquiries to the Government Printer for the State of Victoria

Level 2 1 Macarthur Street
Melbourne 3002
Victoria Australia

How To Order**Mail Order****Victoria Government Gazette**

Level 5 460 Bourke Street
Melbourne 3000
PO Box 1957 Melbourne 3001
DX 106 Melbourne

**Telephone**

(03) 8523 4601

**Fax**

(03) 9600 0478

email

gazette@bluestargroup.com.au

**Retail &
Mail Sales****Victoria Government Gazette**

Level 5 460 Bourke Street
Melbourne 3000
PO Box 1957 Melbourne 3001

**Telephone**

(03) 8523 4601

**Fax**

(03) 9600 0478

**Retail
Sales****Information Victoria**

505 Little Collins Street
Melbourne 3000

**Telephone**

1300 366 356

**Fax**

(03) 9603 9920

Price Code A