



Victoria Government Gazette

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Electricity Industry Act 2000

MOMENTUM ENERGY PTY LTD ABN 42 100 569 159

Solar Feed-In Tariff Offer – Transitional Feed-In Tariff

Victorian Solar Feed-In Tariff Contract

Pursuant to section 40FF of the **Electricity Industry Act 2000** Momentum Energy publishes its *Transitional Solar Feed-in Tariff* terms and conditions energy feed-in terms and conditions.

This Agreement applies only to Momentum Energy's Victorian Customers who have installed a Solar Generation System with a capacity of up to and including 5 kW that has been registered with the Network who are:

- residential customers who do not have an ABN at their principal place of residence, and
- small business and community organisation customers consuming up to and including 100 MWh per annum at the connection point at which the generation is installed.

Business and community organisation customers are limited to one Transitional Solar Feed-in Tariff at any supply address.

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 Transitional 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*.

Electrical Work Request means the *Distributor's* document that is used to capture accurate information from electrical contractors to allow service connection work to be carried out.

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.

National Energy Customer Framework means the regulatory framework which will exist to cover the Victorian energy retail market once responsibility for regulation transfers from the Essential Services Commission of Victoria to the Australian Energy Regulator.

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.

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

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

SPECIAL

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 *Transitional Solar Feed-in Tariff* under the **Electricity Industry Act 2000** 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*.

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 *Electricity Supply Contract* with *Us*. If you are not an existing customer of *Ours* you must enter into an *Electricity 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 we will provide details of the difference in rates or other charges that may result from the change in your tariff as soon as we become aware of any such changes.
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 *Transitional 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 *Transitional 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 *Transitional 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** including *Electrical Work Request* and the *Certificate of Electrical Safety* and all documentation reasonably required by *Us* or the *Distributor*.

Meter Reading

12. We will base a *Transitional 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 28(d) of these Terms and Conditions.
14. If we are not able to reasonably or reliably base a *Transitional 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 *Electricity Supply Contract* or any applicable law where the meter is faulty or consumption and energy flows (including import and export) are not properly recorded. Premium Feed In Tariff T&Cs V2.0 11 August 2011

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 \$.25 per kilowatt-hour, including GST if applicable.
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*.
19. We will not extinguish *Transitional Solar Feed-in Tariff Credits* where the *Transitional Solar Feed-in Tariff credit* is not based on an actual meter reading and/or where the bill for the billing period that the credit is associated with has not been issued to the customer.

Review of Tariff

20. We will review your *Transitional 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* or any successor clauses under the *National Energy Customer Framework* when this is force.

Overcharging and Undercharging

21. If we over-credit you for electricity supplied by you, we will recover the overcredit in accordance with clause 6.3 of the *Energy Retail Code* or any successor clauses under the *National Energy Customer Framework* when this is force.
22. 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

23. 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.
24. 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*.
25. Any breach of this contract due to a force majeure event will be dealt with on the basis specified in clause 18 of the *Energy Retail Code* or the relevant successor clauses under the *National Electricity Customer Framework*.

Provision of Information

26. On request, we will provide you with reasonable information on any of our *Transitional 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;
27. We will retain your historical *Transitional 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;
28. 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* or the relevant successor clauses under the *National Electricity Customer Framework*.

Your Obligations

29. 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* 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. You must inform us of any such changes and we may terminate this Agreement under Clause 9 if any changes you make to Your Facility make you ineligible to receive the *Transitional Solar Feed-in Tariff*;
 - (d) allow Us, or our or the responsible person's representative, safe, convenient and unhindered access to the relevant address and to the meter that records the supply of electricity from the customer to the distribution system, for the purpose of reading the meter and for connection, disconnection, reconnection, maintenance and repair. Our representative or, the responsible person's representative will carry or wear official identification and, on request, will show that identification to you.

Complaints Procedure

30. 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 the Energy and Water Ombudsman of Victoria.

Termination of Contract

31. 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 have a right under *the Energy Retail Code* to be reconnected.
32. If you are a small business or community organization, we may terminate this transitional feed-in tariff contract once your annual consumption of electricity exceeds 100 megawatt hours.
33. We may terminate this *Contract* on or after the date of the fifth anniversary of the start of the *Scheme*.
34. 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.
35. 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**;

Liabilities

36. 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.
37. 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.
38. You must install adequate protection devices, consistent with any technical or safety requirements, 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.
39. We are not responsible for any act, omission, default or negligence of any third party including the *Distributor*.
40. 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

41. 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

42. The terms and conditions of this *Contract* may only be varied by agreement in writing between *Us* and *You*.
43. 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 or as required by relevant clauses under the *National Electricity Customer Framework* when it is in effect;
44. 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.
45. You must notify *Us* within 14 business days prior to updating the capacity of your TFIT Scheme generating facility regardless of whether the updated capacity exceeds 5 kilowatts or not.
46. The feed in tariff terms and conditions will coincide with the **Electricity Industry Amendment (Transitional Feed-in Tariff Scheme) Act 2011**. Terms and conditions may be subject to change as a result of future legislative amendments to the **Electricity Industry Amendment (Transitional Feed-in Tariff Scheme) Act 2011**.
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