



# Victoria Government Gazette

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## Electricity Industry Act 2000

### DIAMOND ENERGY GENERAL RENEWABLE ENERGY FEED-IN TERMS AND CONDITIONS FOR CUSTOMERS WITH A SMALL RENEWABLE ENERGY GENERATION FACILITY (VICTORIA)

Diamond Energy Pty Ltd, ABN 97 107 516 334, of Level 1, 695 Burke Road, Camberwell, Victoria 3124 ('Diamond'), and the Customer specified in the Feed-In Agreement ('you'), enter into a Feed-In Agreement ('your Agreement') for the sale by you to Diamond of the Export Electricity produced by your Small Renewable Energy Generation Facility on the following Terms and Conditions.

#### 1. Your Agreement

- 1.1 Your Agreement with Diamond consists of these Feed-in Terms and Conditions, the Feed-in Agreement, and any schedule, product information forms, or other attachment provided to you by us which are stated to form part of the Feed-in Agreement.
- 1.2 You agree to supply and sell to Diamond, and Diamond agrees to purchase, the Export Electricity produced by your Small Renewable Energy Generation Facility in accordance with your Agreement.
- 1.3 Diamond will credit your electricity account with the Feed-in Credit against the charges payable by you to Diamond under the Retail Agreement and this Feed-in Agreement in the same Billing Period.
- 1.4 You and Diamond agree that these Feed-in Terms and Conditions only apply in respect of Export Electricity produced by your Small Renewable Energy Generation Facility.
- 1.5 Your Agreement with Diamond is only valid whilst Diamond has a binding Retail Agreement with you for the same Supply Address.
- 1.6 To the extent they are applicable or relevant, all the terms of the Retail Agreement will apply to the sale of Export Electricity under your Agreement. If there is a discrepancy between these Feed-in Terms and Conditions and the Retail Agreement, the Feed-in Terms and Conditions will take precedence. However nothing in your Agreement varies the Retail Agreement.

#### 2. Commencement of Agreement

- 2.1 Your Agreement begins on the date you accepted the Feed-in Agreement, however Diamond's obligations commence on the Commencement Date.
- 2.2 The Commencement Date is the date on which all of the following conditions are satisfied:
  - a) You have signed a binding Retail Agreement with Diamond and we have subsequently become responsible for electricity supply to the Supply Address;
  - b) Your Small Renewable Energy Generation Facility is installed by an accredited installer, connected to the Distribution Network at the Supply Address, and complies with the Distribution Network Service Provider Requirements and all other Applicable Regulations;
  - c) You have provided Diamond with all documentation and/or certifications in regard to your Small Renewable Energy Generation Facility that we have requested, including a Certificate of Electrical Safety, Electrical Works Request and an approved connection form as required by your Distribution Network Service Provider;
  - d) The Distribution Network Service Provider has installed appropriate bi-directional metering and has assigned the appropriate network tariff as applicable; and

**SPECIAL**

- e) You have provided to Diamond's satisfaction any further information where requested including:
  - i. all contact and billing details;
  - ii. suitable identification;
  - iii. further details regarding the Supply Address and your Small Renewable Energy Generation Facility;
  - iv. where you are not the owner of the premises at the Supply Address, you have provided the written consent and the contact details of the owner; and
  - v. other information as reasonably required by Diamond.

2.3 You acknowledge in executing the Feed-in Agreement you are giving your explicit informed consent to the commencement of the Agreement.

### **3. End Date**

3.1 Your Agreement ends on the earlier of the:

- a) Expiry of the Term specified in your Agreement starting from the Commencement Date;
- b) date on which your Agreement is terminated, by either you or Diamond, in accordance with Clause 10 and 11 respectively; or
- c) date on which your Retail Agreement ends if terminated by either you or Diamond.

### **4. Connection to Network**

4.1 If requested by you, Diamond will make a request to the Distribution Network Service Provider to connect your Small Renewable Energy Generation Facility to the Distribution Network as soon as practicable after you satisfy the relevant requirements of clause 1 of the Code, or the relevant clause in any amended version of the Code

4.2 Prior to any connection request being carried out, Diamond will provide you with an estimate of any charges that you may incur as a result of the connection of your Small Renewable Energy Generation Facility and metering equipment to the Distribution Network.

4.3 You acknowledge and accept that in connecting your Small Renewable Energy Generation Facility and the installation of appropriate metering by the Distribution Network Service Provider may result in:

- a) The Supply Address being no longer eligible for any controlled load tariffs offered by the Distribution Network Service Provider such as dedicated off-peak electric hot water, slab-heating and climate saver; and
- b) the Supply Address being reassigned to a 'time-of-use' tariff and all consumption following reassignment being charged at peak and off-peak tariffs which vary depending on the time of day and day of week (as specified in your Retail Agreement).

### **5. Renewable Energy Certificates**

5.1 Unless otherwise agreed in writing with Diamond, this Feed-In Agreement does not assign to Diamond any rights to Small-scale Technology Certificates or Renewable Energy Certificates more generally that may be generated by your Small Renewable Energy Generation Facility.

5.2 If Diamond and you agree that your Agreement will include the acquisition by Diamond of the RECs created by your Small Renewable Energy Generation Facility, you warrant to Diamond that you have not already sold, transferred, assigned, licensed or otherwise created any interest in such RECs or sold the right to create such RECs to any other person and have not agreed to do so.

**6. Metering**

- 6.1 Diamond will base your Feed-in Credit on a reading of the meter that is compliant with the Applicable Regulations that records the supply of Export Electricity to the Distribution Network.
- 6.2 Diamond will use its best endeavours to ensure that the meter is read at least once in any 12 month period.
- 6.3 Where Diamond is not able to reasonably or reliably calculate a Feed-in Credit using an actual meter reading, Diamond may delay payment of a credit until the Distribution Network Service Provider either estimates the Export Electricity in accordance with Applicable Regulations or provides an actual read.

**7. Additional Costs**

- 7.1 You are responsible for and liable to pay for:
- a) any and all costs associated with the installation, connection, service and ongoing maintenance of your Small Renewable Energy Generation Facility;
  - b) the installation, connection, provision of metering services and ongoing maintenance of metering equipment intended to measure export electricity and other associated costs as specified in your Feed-in Agreement; and
  - c) any other charges imposed by the Distribution Network Service Provider in relation to (a) or (b) above.
- 7.2 If any new or increased charges, expenses or taxes relating to the sale or supply of electricity or the purchase of Export Electricity by Diamond are imposed by any government, government agency, the Distribution Network Service Provider or other electricity industry participants, we may at any time pass the liability for these charges or taxes onto you and providing you notice of any changes as soon as practicable.

**8. Billing and Feed-in Credit Payment**

- 8.1 Bills issued by Diamond will display the following information: the amount of Export Electricity supplied during the Billing Period; the Feed-in Tariff rate and the Feed-in Credit amount.
- 8.2 Any Feed-in Credit amount received in a billing period will offset electricity and any other charges and other additional costs incurred, except GST as per Clause 12, as per the terms your Retail Agreement or Feed-in Agreement.
- 8.3 Unless stated in your Agreement or otherwise agreed in writing with you, when your Feed-in Credit in any Billing Period exceeds all other amounts payable in that billing period, then the excess Feed-in Credit amount:
- a) if greater than \$50, and if you have a Direct Debit Service Agreement in place with Diamond, will be paid automatically to your nominated bank account as per the terms of the Direct Debit Service Agreement at no charge;
  - b) if greater than \$50, and if you don't have a Direct Debit Service Agreement in place with Diamond, you can contact us to arrange for the credit balance to be paid to you by a mutually agreed means. Fees may apply for payments made under this option, which we will notify you of before processing your request; or
  - c) will be carried forward to the next Billing Period and will offset electricity and any other charges incurred in that Billing Period as per the terms your Agreement or your Retail Agreement.
- 8.4 Upon Termination, any excess Feed-in Credit amount remaining on your final bill, after allowing for payment of any remaining fees and charges as per your Agreement and your Retail Agreement, will be paid in accordance with 8.3(a) or 8.3(b), regardless of the excess credit amount.
- 8.5 No interest is payable by Diamond on any Feed-in Credit Payment.

**9. Review of Bills**

- 9.1 Diamond will review a Feed-in Credit at your request, conducted in accordance with clause 6.1 of the Code or the relevant clause in any amended version of the Code
- 9.2 If Diamond seeks to bill you to make up for over crediting you for Export Electricity supplied by you, Diamond must proceed on the basis specified in clause 6.2 of the Code, or the relevant clause in any amended version of the Code.
- 9.3 If Diamond has underpaid or under-credited you for Export Electricity, Diamond will credit the residual amount on your next bill. If the underpaid amount is more than \$50, Diamond will advise you of this in writing.

**10. Termination by You**

- 10.1 You may terminate your Agreement at any time, without terminating your Retail Agreement with Diamond. Diamond may impose an early termination fee consistent with clause 24.1(d) of the Code, or the relevant clause in any amended version of the Code.
- 10.2 Termination by you does not become effective until:
- if you enter into a new feed-in agreement with Diamond, the date of expiry of any cooling-off period in respect of the new feed-in agreement; or
  - if your Agreement is terminated because you enter into an agreement with another retailer, the date when that new retailer becomes responsible for the electricity meter at the Supply Address; or
  - if your Retail Agreement is terminated due to the Supply Address having been disconnected, the date when you no longer have a right under the Code to be reconnected.

**11. Termination by Diamond**

- 11.1 Diamond may not terminate your Agreement unless Diamond and you enter into a new feed-in agreement, or unless you have transferred to another retailer in respect of the Supply Address, except in the circumstances specified under the relevant clauses.
- 11.2 If your Agreement is a fixed term contract, Diamond will notify you, between one and two months before the end date, of the date your Agreement ends, the options available to you, and the terms and conditions that will apply after that date if you do not exercise any option.
- 11.3 Your Agreement will continue after the end date on the terms and conditions notified, without further need for written agreement, provided the terms and conditions have taken effect in accordance with the Act.
- 11.4 If your Agreement provides for an amount to be payable by you to Diamond for a breach of your Agreement, it will either state the amount or include a simple basis for determining that amount. Your Agreement will include provisions consistent with clause 31(b) and (c) of the Code, or the relevant clause in any amended version of the Code.

**12. Goods and Services Tax**

Goods and Services Tax ('GST') will be added to the amount of the electricity supplied and sold to you under your Retail Agreement, without any netting off any excess Feed-in Credit. If you have quoted your Australian Business Number where indicated on the Feed-in Agreement and you demonstrate to Diamond that you are registered for GST, we will credit you for GST on any taxable supply (as defined in **A New Tax System (Goods and Services Tax) Act 1999**) to us under the your Agreement.

**13. Assignment**

- 13.1 Diamond may only assign your Agreement to a third party with your consent, unless the assignment forms part of the transfer to the same third party of all or substantially all of the retailer's retail business. By entering into your Agreement, you give your consent to an assignment by Diamond.
- 13.2 You may not assign or transfer your Agreement to another person without Diamond's written consent.

**14. Your Obligations**

## 14.1 You must:

- a) notify Diamond at least 14 business days prior to any modification of the capacity or any other aspect your Small Renewable Energy Generation Facility;
- b) inform Diamond of any relevant change in your contact details as soon as possible after the change occurs;
- c) comply with all applicable regulations in relation to your electricity supply and your Small Renewable Energy Generation Facility;
- d) comply with the terms of your agreement with the Distribution Network Service Provider at all times;
- e) provide Diamond or its representatives with safe, convenient and unhindered access to the Supply Address and the:
  - i. meter that records the supply of Export Electricity to the Distribution Network for the purpose of reading the meter and for connection, disconnection, reconnection, maintenance and repair.
  - ii. Small Renewable Energy Generation Facility at all reasonable times and where requested beforehand, for the purposes of verifying system capacity and compliance with the Applicable Regulations and the terms of your Feed-in Agreement;

In relation to (i) and (ii) Diamond and its representatives will wear or carry official identification at all times and produce that identification upon any reasonable request;
- f) not interfere or tamper with any metering equipment at the Supply Address intended to measure Export Electricity; and
- g) ensure the Metering Equipment and any ancillary equipment or connections is in good condition and repair.

**15. Diamond's Obligations**

- 15.1 Diamond will give you prior notice of any variation to Diamond's rates that affects the Feed-In Agreement. The notice will be given as soon as practicable and in any event no later than the next billing and payment cycle.
- 15.2 On request, Diamond will provide you with reasonable information on any feed-in tariffs that Diamond may offer to you. The information must be given within 10 business days of your request, and if you request it, in writing.
- 15.3 Diamond must retain your historical Feed-in Credit data for at least two years, even if your Feed-in Agreement and your Retail Agreement may have terminated;
- 15.4 Diamond must process your request for historical data relating to your Agreement in the same manner as a request for historical data relating to the supply of electricity to you under your Retail Agreement, as per clause 27.2 of the Code, or the relevant clause in any amended version of the Code.
- 15.5 Any complaint by you in relation to your Agreement will be handled by Diamond in accordance with the relevant Australian Standard for Complaints Handling and as per clause 28.2 of the Code, or the relevant clause in any amended version of the Code.

**16. Events outside the control of Parties**

If an event occurs which is outside the reasonable control of Diamond or you and Diamond or you breach the Feed-In Agreement due to this event only, the breach is to be dealt with on the basis specified in clause 18 of the Code, or the relevant clause in any amended version of the Code.

**17. Variations to Your Agreement**

- 17.1 Diamond may vary your Agreement by the gazettal of an amendment or replacement Feed-in Agreement in accordance with the Act or as otherwise agreed in writing between Diamond and you.
- 17.2 The Feed-in Tariff rate will be set at not less than the applicable regulated rate for the duration of your Agreement, but is subject to change as per the Applicable Regulations.
- 17.3 You give your explicit informed consent to Diamond varying this Agreement in regard this Clause 17.

**18. Notices**

A notice, consent, document or other communication given by Diamond under your Agreement must be in writing and given by hand, by fax, by mail or by email.

**19. Change in Law**

- 19.1 This Agreement is subject to change as a result of any change in any of the Applicable Regulations. If in Diamond's reasonable view any change in the Applicable Regulations materially alters either Parties rights, entitlements or obligations under this Agreement, Diamond may amend this Agreement to take into account such changes by written notice to you.
- 19.2 You give your explicit informed consent that Diamond may modify this Agreement in accordance with this Clause 19.

**20. General Provisions**

- 20.1 Your Agreement represents the entire agreement between Diamond and you and supersedes all prior arrangements or understandings.
- 20.2 If any term or clause of your Agreement is or becomes invalid or unenforceable, then the other terms remain valid and unaffected and will continue for the duration of your Agreement.
- 20.3 If Diamond does not exercise or enforce any right or power under your Agreement, that failure will not amount to a waiver of that right or power. Any delay in doing so, will also not amount to a waiver of that right or power.

**21. Liability and Indemnity**

- 21.1 Diamond is not responsible for, and you accept all risk, in respect of your Small Renewable Energy Generation Facility including its control, maintenance, and connection to the Distribution Network.
- 21.2 Diamond is not responsible for any act, omission, default, or negligence of any third-party, including the Distribution Network Service Provider.
- 21.3 You agree to the maximum extent allowable under law, to indemnify Diamond against any loss, damage, injury or death suffered as a result of:
- a) Your failure, or the failure of any of your representatives, officers, employees or agents in performing your obligations under this Agreement;
  - b) any fault arising in regard to your Small Renewable Energy Generation Facility, metering arrangement or connection to the Distribution Network; and
  - c) any act, omission, default, or negligence of any third-party, including the Distribution Network Service Provider.

**22. Definitions**

**Act** means the **Electricity Industry Act 2000**;

**Applicable Regulations** means any act, regulation, code, guideline, order-in-council, ordinance, by-law or rule, proclamation, or standard that applies to the generation, transmission, distribution and sale of electricity in Victoria or the NEM, specifically including, the **Electricity Industry Act 2000** (Vic.) and the **Electricity Safety Act 1998** (Vic.), **National Electricity (Victoria) Act 2005**;

**Billing Period** has the same meaning as in the Retail Agreement;

**Code** means the Energy Retail Code published by the Regulator as amended from time to time;

**Commencement Date** means the date specified in Clause 2.2;

**Distribution Network** means the electricity power lines and associated equipment and structures that are used to distribute electricity to the Supply Address;

**Distribution Network Service Provider** means a person who owns or controls a Distribution Network;

**Export Electricity** means the net electricity produced in kilowatt-hours (kWh) and supplied to the Distribution Network in a given half hour, summed over the billing period, by your Small Renewable Energy Generation Facility;

**Feed-in Agreement** means the agreement signed by you or, if you entered into the Feed-In Agreement through our website or via email, means the electronic form submitted by you, or if you enter into our Feed-In Agreement by telephone, means our voice recording;

**Feed-in Credit** means the credit amount shown on your bill arising from the generation of Export Electricity in a billing period and the application of the Feed-in Tariff as per the terms of your Agreement;

**Feed-in Tariff** means the government regulated rate per kilowatt-hour (kWh) of Export Electricity, commencing at 8 cents/kWh from start of the 2013 calendar year and as otherwise amended, adjusted or cancelled by the Regulator in accordance with the Act and any Applicable Regulations, and any amount per kWh offered by Diamond in addition to the government regulated rate, where stated in the Feed-in Agreement and subject to any additional terms and conditions in the Feed-in Agreement;

**NMI** means National Metering Identifier for the meter that measures Export Electricity at the Supply Address as defined in the Applicable Regulations;

**Party:** being either You or Diamond or both as the context requires.

**Rate** has the same meaning as in the Retail Agreement;

**Regulator** means the Essential Services Commission established under the **Essential Services Commission Act 2001** (Vic.) or other body responsible for the publication of the Energy Retail Code and setting minimum Feed-in Tariff rates under the Act and any Applicable Regulations;

**Renewable Energy Certificates** or **RECs** means either Large Generation Certificates (LGCs) or Small Technology Certificates (STCs) as defined in the **Renewable Energy (Electricity) Act 2000** (Cth);

**Retail Agreement** means the Retail Electricity Supply Agreement between Diamond and you (as Diamond's Retail Customer) for the supply and sale of electricity by Diamond to you at the Supply Address;

**Retail Customer** means a customer who has entered into a Retail Agreement with Diamond;

**Small Renewable Energy Generation Facility** means a generator as described in the Act, which is installed at the Supply Address, connected to the Distribution Network in a manner that provides for up to all the electricity produced by the generator to be supplied to the Distribution Network, approved by the Distribution Network Service Provider, and which complies with all Applicable Regulations for the whilst this Agreement is in effect;

**Small-scale Technology Certificates** or **STC** means that as defined under the **Renewable Energy (Electricity) Act 2000** (Cth);

**Supply Address** means the premises in Victoria where you accept electricity supply from Diamond and where your Small Renewable Energy Generation Facility is installed, as identified by the street address and NMI as given in the Feed-in Agreement;

**Termination** means that as specified in Clause 10 or Clause 11 of this agreement.

**23. Interpretation**

## 23.1 A reference to:

- a) the singular includes the plural and the plural includes the singular;
- b) a person includes a firm, an unincorporated association, a government agency or body corporate;
- c) any Applicable Regulation is to that as amended, re-enacted, extended, consolidated, or replaced, including any subordinate legislation issued in relation to that Applicable Regulation;
- d) a Clause is a Clause of your Agreement unless otherwise specified;
- e) a government agency includes a government agency to which the functions of a former government agency are or have been allotted or assumed;
- f) 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;
- g) a monetary amount is to Australian dollars, unless otherwise stated;
- h) if a party consists of more than one person, your Agreement binds each person separately and any two or more of them jointly;
- i) an obligation, representation or warranty in favour of more than one person is for the benefit of them separately and jointly;
- j) 'including' and similar expressions are not words of limitation; and
- k) headings are for convenience only and do not form part of these Feed-In Terms and Conditions or affect its interpretation.

**24. Contact Details:**

Diamond Energy Pty Ltd  
Level 1, 695 Burke Road, Camberwell, Victoria 3124  
Telephone 1300 838 009  
Facsimile 03 9006 9031  
Email [customerservice@diamond-energy.com](mailto:customerservice@diamond-energy.com)  
Website [www.diamondenergy.com.au](http://www.diamondenergy.com.au)

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