



Victoria Government Gazette

No. S 463 Thursday 27 December 2012
By Authority of Victorian Government Printer

Electricity Industry Act 2000

LUMO ENERGY FEED-IN TARIFF TERMS AND CONDITIONS

1 Supply of Feed-in energy

- 1.1 You agree to sell and We agree to purchase electricity generated by the SREG and exported from the Property to the Network as per the Terms and Conditions specified in this document.
- 1.2 You and/or Your SREG qualify for the Feed-in Tariff if You are a residential client, small business or community organisation and:
 - a. you have installed a qualifying SREG and there is no other contract between You and us for that SREG under which our Premium Feed-in Tariff or Transitional Feed-in Tariff Terms and Conditions apply; and
 - b. you are party to either a Market Contract or Standard Supply Contract with Us for the Sale and Supply of Electricity.
- 1.3 Your explicit informed consent is required to vary from the provisions as detailed in Clause 18 of these Terms and Conditions.

2 Commencement, Term and Termination of Feed-in Tariff Contract

- 2.1 The Commencement date of this Contract is the date that You accept Our Feed-in offer.
- 2.2 The term will be as specified in Our Market Contract with You, unless this Contract is terminated before the Market Contract end date.
- 2.3 You may terminate a Feed-in Contract with Us by giving 28 days notice. Despite the notice period, the termination does not become effective:
 - a. until You enter a new Feed-in Contract with Us and following the expiry of any cooling-off period in respect to the new Feed-in Contract; or
 - b. if the Feed-in 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
 - c. if a Contract for the supply of electricity to You is terminated with regard to a relevant Property having been disconnected, the date when You no longer have a right under the Energy Retail Code to be reconnected; or
 - d. the Property ceases to be occupied by You; or
 - e. whichever occurs last.
- 2.4 We may not terminate a Feed-in Contract with You unless You enter into a new Feed-in Contract with Us, or You transfer to another retailer for the relevant Property.
- 2.5 If Your Feed-in Contract with Us is a Fixed Term Contract We will notify You of the following information no less than one month and no greater than two months prior to the expiry date of the Feed-in Contract:
 - a. the date the Feed-in Contract is due to expire; and
 - b. the options available to You; and
 - c. the Tariff and Terms and Conditions that will apply after that date if You do not exercise any other option.

The Feed-in Contract with Us will:

- 2.6 Continue after the expiry date on the Tariff and Terms and Conditions notified, without further need for written agreement, provided the Tariff and Terms and Conditions have taken effect in accordance with section 40H of the **Electricity Industry Act 2000**.

SPECIAL

- 2.7 Where the Feed-in Contract provides for an amount payable by You if You breach the Feed-in Contract, it will either state the amount or include a simple basis for determining that amount.

3 Feed-in Energy Charges and payment

We will credit You for electricity generated by Your SREG and exported from the Property to the Network at 8 cents per kilowatt hour for the period 1 January to 31 December 2013 and, for each relevant period after then, at the rate, in cents per kilowatt hour, determined by the ESC for that relevant period.

4. GST

- 4.1 Any amount we credit you under clause 3 includes any GST payable on the supply of your Feed-in Electricity to us. You are (and we are not) responsible for payment of that GST.

- 4.2 If you are registered for GST you must:

- a. inform us that you are registered for GST by quoting your ABN to us in respect of any electricity you supply back into the grid. On receipt of this information and you issuing to us a Tax Invoice, we agree to credit to you an additional amount (being the GST component of 10%) in addition to the rate at which we credit you for the electricity you supply back into the grid; or
- b. where you do not inform us that that you are registered for GST by quoting your ABN in accordance with clause 4.2(a) above, you warrant that your generation of electricity is for private and domestic purposes and not related to any business enterprise carried on by you and for this reason you have not provided an ABN to us in respect of the electricity you supply back into the grid. If we ask you to do so, you must complete a No ABN Withholding Declaration (the form of which is available from us on request).

- 4.3 Words defined in the **A New Tax System (Goods and Services Tax) Act 1999** (Cth) have the same meaning in this clause 4.

5 Notices

- 5.1 We reserve the right to send invoices and any notices at Our own election either directly to the Property or to any invoice address supplied. Notices and invoices shall be deemed to be received:

- a. if delivered by post, two (2) business days after the date of posting;
- b. if delivered by fax, on receipt by the sender of a transmission or confirmation report indicating that the transmission has been made without error;
- c. if delivered by email, on receipt by the sender of a message confirming delivery.

- 5.2 A notice, consent, document or other communication given by Us will be in writing and given by hand, by fax, by mail or by email unless a specific term or condition set out in the Energy Retail Code provides or otherwise contemplates that a notice, consent, document or other communication may be given by Us otherwise than in writing.

6 Invoice Cycle

- 6.1 We will credit You for the electricity supplied under the Feed-in Contract with the same frequency as We receive readings for electricity which is normally every quarter.

- 6.2 Where You have previously agreed to be invoiced at a frequency other than every three months for electricity,

7 Actual Feed-in energy readings

- 7.1 Our invoice will be based wherever possible on an actual read from the Feed-in Energy Meter.

- 7.2 Unless You give explicit informed consent, We will base a Feed-in Tariff payment or credit on a reading of the Feed-in Energy Meter and, in any event, We will Use best endeavours to ensure the Feed-in Energy Meter is read at least once in every 12 month period.

8 Estimated Feed-in energy readings

- 8.1 If We are not able to reasonably or reliably base a Feed-in Tariff payment or credit on a reading of the Feed-in Energy Meter, We will not make a payment or credit unless the relevant Distributor estimates the generation in accordance with applicable regulatory instruments.
- 8.2 In the case of residential clients meters are Usually read at least once every 3 months while some business clients may have their meters read every month. While every attempt is made to ensure that Your Feed-in Energy Meter is read on the Usual meter reading cycles the minimum requirement is for best endeavours to ensure that the Feed-in Energy Meter is read at least once in any 12 month period.

9 Review of invoice

If You disagree with the Feed-in energy payment by Us on Your invoice We will review the invoice at Your request in line with clause 6.1, 6.2 and 6.3 of the Energy Retail Code. During the review, You must pay that portion of the invoice under review that We agree is not in dispute or an amount equal to the average amount of Your invoices in the previous 12 months (whichever is the lower).

10 Adjustments

- 10.1 If We have overpaid or over-credited You for electricity you have exported from Your SREG to the Network, we will recover the overpayment of over-crediting on the basis corresponding to the basis specified in clause 6.2 of the Energy Retail Code.
- 10.2 If We have underpaid or under-credited You for electricity you have exported from Your SREG to the Network, we will credit the amount on Your next invoice.

11 Agreed Damages Terms

We will provide details of any early termination fees or additional Retail Charges in Our Contract with You that may be payable by You if You breach Our Feed-in Contract.

12 Illegal Usage

Clause 10 of these Terms and Conditions does not apply if it is determined that We have undercharged or not charged as a result of Your fraud or consumption of Electricity intentionally otherwise than in accordance with the applicable laws and codes.

13 Network Tariff Re-assignment

- 13.1 As a result of the installation of Your SREG Your Network Tariff may be reassigned in line with Your Distributor's available Network Tariffs and as such:
- 13.2 We will Use Our best endeavours to notify You of any proposed changes to Your Network Tariff and any available options You have prior to any reassignment.

14 Metering

Upon request from You We will make a request to the relevant Distributor to have Your SREG connected to the distribution system. We will action this as soon as practicable after receiving all documentation required from You under the **Electricity Safety Act 1998** and all documentation required for the Distributor to action the connection.

We will advise You of any reasonably foreseeable costs relating to the connection of Your SREG when You request to have Your SREG connected by Lumo Energy; the costs are subject to the specifications of Your Feed-in Energy Meter installation. We may amend these costs from time to time upon notification from Your Distributor that additional Feed-in Energy Meter installation work is required.

15 Access

You will allow Us (including Our agents and the Distributor) and Our equipment safe, unhindered and convenient access to Your property during, and for a reasonable period of time after termination of the Contract or after expiration of the term, to read the Feed-in

Energy Meter, to connect, disconnect or reconnect Your supply, to carry out maintenance and test electrical equipment on the distribution system, in the event of an emergency or for safety reasons. We will ensure Our representative or agent will carry or wear official identification at all times and provide this to You on request.

16 Meter tests

If You request a test of the Feed-in Energy Meter because You are disputing the invoice and the test shows that the Feed-in Energy Meter complies with Applicable Laws and Codes, You agree to pay the costs of the test. If the test shows that the Feed-in Energy Meter does not comply with Applicable Laws and Codes, You will not be charged for the cost of the test and We will amend Your invoice in accordance with the Energy Retail Code.

We will not test nor arrange for any tests to SREG and or equipment beyond the Feed-in Energy Meter.

17 Disputes

We agree to discuss in good faith and attempt to resolve any dispute between Us arising out of this Contract in line with Clause 28 of the Energy Retail Code. If You are not satisfied with Our response You may refer the complaint to the Energy and Water Ombudsman of Victoria.

18 Energy Contracts

18.1 The Terms and Conditions of the Feed-in Contract with Us may only be varied by agreement between You and Us in writing.

18.2 Your explicit informed consent is required to vary from the provisions listed in these terms and conditions.

18.3 We will give You notice of any variation to the Feed-in Tariff. The notice will be given as soon as practicable, and in any event no later than the next invoicing and payment cycle.

19 Energy supply responsibility and Our obligations

You acknowledge that the Distributor is responsible for the supply of energy to and from the Feed-in Energy Meter. The quality, frequency and continuity of supply of energy are subject to a variety of factors, which include accidents, Weather and acts of others. Accordingly, We are unable to guarantee the quality, frequency and continuity of supply of energy to You.

You must take reasonable precautions to minimise the risk of loss or damage to any equipment, property or business which may result from poor quality or reliability of energy supply.

20 Your obligations

20.1 You will inform Us as soon as possible of any relevant change to contact details.

20.2 The Distributor may disconnect, interrupt and vary the voltage or frequency of the supply of energy to and from the Feed-in Energy Meter. You acknowledge that We are not responsible for such disconnection, interruption in the supply and/or quality of energy, variation in voltage.

20.3 At all times, You must ensure that You comply with Your connection agreement with the Distributor and meet all applicable legal and regulatory requirements, guidelines and Australian standards as may be in force from time to time.

20.4 You must not increase the output capacity of Your SREG without providing prior written notice to Us. You acknowledge that any increase in the output capacity may result in this agreement being breached and subsequently terminated.

21 Your connection obligation

You are obliged to ensure that:

- a. your actions of equipment or proposed actions of equipment will not adversely affect the Distribution Network or the Feed-in Energy Meter

- b. you will notify Us if there is any change of circumstances that may impose a threat to the Distribution Network or the Feed-in Energy Meter;
- c. you will not do anything to increase the likelihood of a threat to the Distribution Network or to the Feed-in Energy Meter.

22 Liability

- 22.1 Nothing in this Contract is to be read as excluding, restricting or modifying the application of any legislation which by law cannot be excluded, restricted or modified. However, any representation, warranty, condition or undertaking which would be implied in this Contract by law, is excluded to the maximum extent permitted by law.
- 22.2 Our liability, if any, under this Contract is limited to the maximum extent permitted by section 64A of the Australian Consumer Law. That is, in relation to the supply of goods or services not of a kind ordinarily acquired for personal, domestic or household Use or consumption, Our liability for breach of this Contract is limited to (at Our option), in the case of:
- Goods being electricity:
- a. the replacement of the electricity or the supply of equivalent electricity; or
 - b. the payment of the cost of replacing the electricity or of acquiring equivalent electricity.
- Services:
- a. the supply of the service again; or
 - b. the payment of the cost of having the services supplied again.
- 22.3 You acknowledge that the terms of this Contract do not represent a waiver by Us of, or an agreement to vary or exclude, any limitation of Our liability under an Energy Law including sections 119 or 120 of the National Electricity Law.
- 22.4 Despite any other provision of this Contract and to the extent permitted by law, We (including Our employees, agents and contractors) are not liable in negligence, in tort, in contract or otherwise to You for any direct, indirect, consequential or special losses or damages of any kind (including, without limitation, loss of):
- a. profit, loss or corruption of data;
 - b. business interruption or indirect cost suffered by You as a result of any act, omission or breach by Us (including Our employees, agents and contractors);
 - c. any failure or defect in the supply of electricity caused by machinery and equipment breakdown or causes beyond Our control;
 - d. any delay in connecting Your Supply Address to the local distribution network;
 - e. any deficiency or defect in the service equipment of any part of the electricity supply system;
 - f. any characteristic of the electricity supply (such as the voltage or frequency of electricity) which makes it unsuitable for Use;
 - g. an interruption to supply in accordance with this Contract.

23 Privacy and Confidentiality

We respect Your privacy and understand that Your privacy is important to You. Our privacy policy summarises how We handle Your personal and sensitive information.

We reserve the right to change this privacy policy at any time by posting an updated version of the policy on Our Website. You should visit this page periodically to review the privacy policy for changes.

- 23.1 Collecting Your personal and sensitive information
- ‘Personal or sensitive information’ has the same meaning as in the **Privacy Act 1988** (Commonwealth). We will only collect personal or sensitive information about You if You provide it to Us knowingly or otherwise in accordance with the policy.

23.2 Using Your personal or sensitive information

We collect personal or sensitive information about You to assist Us in the provision of energy, telecommunications and other products and services to You, to administer Our Website, and to keep You up to date with events, products and services that may be of interest to You. We will not Use information provided by You to Us in a manner inconsistent with the **Privacy Act 1988**, the National Privacy Principles or any other relevant laws or guidelines.

23.3 Safeguarding Your personal and sensitive information

We will take reasonable steps to preserve the security of Your personal or sensitive information and other information or data collected by Us. Unfortunately, no personal or sensitive information can be guaranteed as perfectly secure. As a result, although We strive to protect Your personal and sensitive information, We cannot guarantee the security of any information You convey to Us.

23.4 Accessing and Correction of personal and sensitive information

If You would like to access the personal or sensitive information that We hold about You, have a complaint or would like further information about Our privacy policy, please contact Lumo Energy on 1300 11 5866 or email complaints@lumoenergy.com.au Monday to Friday 8.30 am to 5.00 pm.

If You believe that personal or sensitive information We hold about You is incorrect, incomplete or inaccurate, then You may request amendment of it. We will consider if the information requires amendment. If We do not agree that there are grounds for amendment, then We will add a note to the personal or sensitive information stating that You disagree with it.

24 Provision of other Services

24.1 We may advise You of the availability of other services which We or companies related to Us, can provide, until You inform Us that You no longer wish to receive such information or material from Us.

24.2 On request, We will provide You with reasonable information on the Feed-in Tariff. The information will be given within 10 business days of Your request, and if requested, in writing.

24.3 We will retain Your historical Feed-in payment or crediting data for at least two years, even if Your Contract with Us to supply electricity to the distribution system and the Your Contract to buy electricity from Us may have terminated.

24.4 We will process Your request for historical data relating to Your Feed-in Contract in the same manner as a request for historical data relating to a supply of electricity to You under clause 28.2 of the Energy Retail Code.

25 Assignment

We may assign, or otherwise dispose of the whole or any part of Our interest in this Contract to a person who acquires all or a substantial portion of the assets.

26 Force Majeure

The obligations of the parties to this Contract shall be suspended (except the obligation to pay any money owing), if that failure or delay is due to any cause or condition beyond the reasonable control of that party or due to the Distributor, Generator or Producer's inability to supply energy, changes in Applicable Law or changes in government charges. We will meet all obligations as per Clause 18 of the Energy Retail Code.

27 Renewable Energy Certificates (RECs)

27.1 Unless otherwise agreed with Us in writing, You do not assign to Us any rights or interests in renewable energy certificates, small-scale technology certificates, green rights or other similar certificates, rights or benefits generated by Your SREG.

28 General

- 28.1 This Contract is an addendum to Your existing Market Contract between You and Us. All prior arrangements or understandings between You and Us remain in force.
- 28.2 If any term or clause of this Contract is or becomes invalid or is unenforceable, then the other terms will remain valid and will be unaffected for the duration of this Contract.
- 28.3 If We do not exercise Our rights under this Contract it will not constitute a waiver of those rights.
- 28.4 Where an Applicable Law allows any inconsistency with this Contract, You give Your explicit informed consent (as defined in the Retail Code) to any such inconsistent terms in this Contract.
- 28.5 This Contract shall be governed and construed in accordance with the laws of the State of Victoria.

29 Interpretations

Applicable Law – means; all regulations, codes, statutes, guidelines, licences, legislation, orders in council, proclamations, direction or standards applicable to parties in Victoria.

Australian Consumer Law – means; Schedule 2 to the **Competition and Consumer Act 2010**.

Contract – means; any application form signed by You or verbally agreed by You by way of telephone and whereby You have given Us explicit informed consent and the Terms and Conditions set out in this document.

Distributor in relation to electricity– means; the holder of the distribution licence of the electricity network to which Your property is connected.

Distribution Code – means; the Electricity Distribution Code or the Gas Distribution System Code or both, as the context requires.

Energy Law – means; all rules, regulations, codes, statutes, guidelines, licences, legislation, orders in council, proclamations, direction or standards, including the Energy Retail Code that regulate participants of the energy industry in Victoria as varied or replaced from time to time.

Energy Retail Code – means; the Victorian Energy Retail Code as determined by the Essential Services Commission.

ESC – means; the Essential Services Commission of Victoria or its successor.

Explicit informed consent – means consent which is informed and given by a person competent to give consent.

Feed-in Contract – means; the Contract between You and Us for the application of the Feed-in Tariff.

Feed-in Energy Meter means a National Electricity Market compliant meter that records the export of electricity from Your SREG to the Network.

Feed-in Tariff means the credit, in cents per kWh, under clause 3 for electricity exported from Your SREG to the Network.

Fixed Term Contract – means; We have agreed to supply and You have agreed to purchase energy and/or related services for a fixed term.

Force Majeure – means; an event outside the control of Us or You.

Generator – means; the generator or producer of electricity supplied to You by Us.

GST – means; Goods and Services Tax as defined in the **Goods and Services Tax Act 1999**.

Market Contract – means; the Contract between You and Us in relation to the sale and supply of energy to Your property.

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 2012

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****Victorian Government Bookshop**

Level 20, 80 Collins Street
Melbourne 3000

**Telephone**

1300 366 356

**Fax**

(03) 9208 3316

Price Code A