



Victoria Government Gazette

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Electricity Industry Act 2000

TRUENERGY PTY LTD ABN 99 086 014 968

Conditions for Purchase of TFIT Scheme Electricity

Section 40FF of the **Electricity Industry Act 2000** requires TRUenergy Pty Ltd, as the relevant licensee, to publish its terms and conditions for the purchase of TFIT scheme electricity from a TFIT scheme customer.

These terms and conditions will become effective in accordance with section 40MC of the **Electricity Industry Act 2000**.

TRUENERGY FEED-IN AGREEMENT: TRANSITIONAL FEED-IN TERMS AND CONDITIONS

1. Your electricity plan will consist of two components, a *Base Agreement* under which we sell you electricity and a *TRUenergy Feed-in Agreement* which is the 'feed in' component of your plan under which we purchase electricity from you. These components will be shown separately on your bill.
2. The terms and conditions applying to the *TRUenergy Feed-in Agreement* are contained in this document and *your Product Schedule*.
3. You are not eligible to enter into this *TRUenergy Feed-in Agreement* for the purchase of electricity from you if any of the following apply:
 - a. You are not a TRUenergy Victorian customer; or
 - b. the meter type or applicable network or retail tariff at your supply address otherwise means you are not eligible. We may specify from time to time exclusions to *the TRUenergy Feed-in Agreement* based on meter type or availability of an applicable tariff, details of which can be requested from us.
4. If we determine that you are not eligible for the *TRUenergy Feed-in Agreement* we will contact you to let you know of any other options you may have.
5. If you are not an existing customer of ours, the *TRUenergy Feed-in Agreement* commences from the date on which your assigned meter identifier has been transferred to us.
6. If you are an existing customer of ours, the *TRUenergy Feed-in Agreement* commences on the date specified in the *Product Schedule* or, if the date is not set out, the date agreed between you and us.
7. Despite clauses 5 and 6, the *TRUenergy Feed-in Agreement* does not commence until you give your explicit informed consent.

Eligibility for transitional feed-in tariffs

8. Subject to the terms of this *TRUenergy Feed-in Agreement*, to be eligible for the transitional feed-in tariff you must be a *TFiT Qualifying Customer* who supplies electricity back into the grid from a *Qualifying Solar Energy Generating Facility*.
9. If you are a residential customer under your *Base Agreement* and a *TFiT Qualifying Customer*, the *TFiT Qualifying Solar Energy Generating Facility* for which the credit is received must be located at your principal place of residence. You are only entitled to credit for one *TFiT Qualifying Solar Energy Generating Facility* at your residence. If the premises is not a principal place of residence (for example, it is a business premises or community centre), your annual consumption rate of electricity at the premises must be 100 megawatt hours or less and you are only entitled to credit for one *TFiT Qualifying Solar Energy Generating Facility* per premises.
10. TRUenergy also offers a *Standard Feed-in Tariff*. You are not eligible for both the *Standard Feed-in Tariff* and the transitional feed-in tariff for the electricity generated from the one *Qualifying Solar Energy Generating Facility*.

SPECIAL

Credit for electricity supplied

11. If you qualify for the transitional feed-in tariff, we agree to credit you for the electricity you supply back into the grid at a rate no less than of \$0.25 per kilowatt-hour of generation or as is otherwise required by the relevant section of the **Electricity Industry Act 2000**, and in accordance with the requirements of that Act. This is the transitional feed-in tariff.
12. The credits for the electricity you supply will appear on the bill that we send to you under your *Base Agreement*. We will credit you for the electricity you supply back into the grid at the same frequency as we bill you for the electricity you purchase under the *Base Agreement*. You will not be entitled to a pay-by-the-due-date discount under your *Base Agreement* if the electricity your supply back into the grid is in excess of what you use from the grid.
13. In addition to the charges set out in the *TRUenergy Feed-in Agreement*, you will need to pay any distributor-imposed charges. Upon your request we will inform you of the amount of any distributor-imposed charges prior to entering the *TRUenergy Feed-in Agreement*, and these will be itemised on your account. Any adjustments for undercharging or overcharging in previous billing periods will be treated in accordance with clauses 6.2 and 6.3 of the Retail Code and will also be shown on your account.
14. The rate at which we purchase your electricity does not include GST, subject to clause 34.

Connection

15. If you ask us to, we will make a request to the relevant distributor to connect your TFiT Qualifying Solar Energy Generating Facility to the distributor's distribution system as soon as practicable after you satisfy clause 1 of the Energy Retail Code (relating to your application to us to be connected at your supply address) with respect to the *TRUenergy Feed-in Agreement*. The request will include details of the installation of any necessary metering and network tariff reassignment.
16. We will make the request no later than the next business day after receiving from you all documentation required under the **Electricity Safety Act 1998** and all documentation reasonably required by us or the relevant distributor.
17. You must let us know as soon as possible of any changes to your contact details.

Meter readings

18. Unless you give explicit informed consent otherwise, we will base any credits payable to you on a reading of your national electricity market-compliant meter that records the supply of electricity from your *TFiT Qualifying Solar Energy Generating Facility* to the distribution system, and in any event, we will use our best endeavours to ensure that the meter is read at least once in any 12-month period.
19. We do not breach this clause if we are unable to read a meter in any relevant period as a result of you breaching clause 20 or some other event outside our control.
20. You must allow us, the *Responsible Person* (or our *Responsible Person's* representative) safe, convenient and unhindered access to the address and to the meter that records the supply of electricity from you to the distribution system, for the purpose of reading the meter and for connection, disconnection, reconnection, maintenance and repair. The person who requires access must carry or wear official identification and on request will show that identification to you.
21. If we are not able to credit your account based on the reading of the meter, we will not make a credit unless the relevant distributor estimates the generation in accordance with applicable regulatory instruments.
22. If you request us to, we will review any credits applied to your account as required by the Energy Retail Code.
23. If we over-credit or under-credit you for the electricity supplied by you back into the grid, we will rectify this error as required by the Energy Retail Code.

Force Majeure

24. If an event occurs which is outside the reasonable control of us or you (i.e. force majeure), and you or we breach the *TRUenergy Feed-in Agreement* due to this event only, the breach will be dealt with in accordance with clause 18 of the Energy Retail Code.

Changes to the TRUenergy Feed-in Agreement

25. The *TRUenergy Feed-in Agreement* may be subject to change as a result of future legislative amendments to the **Electricity Industry Act 2000**. Otherwise, this agreement may only be varied with your explicit informed consent.
26. We will give you notice of any variation to our tariffs that will affect the *TRUenergy Feed-in Agreement*, including any changes to the value of the additional rebate paid by us to customers receiving the transitional feed-in tariff. We will give the notice as soon as practicable and no later than the next billing and payment cycle. A notice of a variation to our tariffs under your *Base Agreement* is taken to be a notice under the *TRUenergy Feed-in Agreement*.
27. If you are receiving the transitional feed-in tariff, you must notify us 14 business days in advance of any change to your *TFiT Qualifying Solar Energy Generating Facility* that increases the capacity. Should this occur after the scheme end date, you will no longer be eligible for credits under the scheme.

Termination

28. If the *Base Agreement* is ended by either party, the *TRUenergy Feed-in Agreement* automatically terminates at the same time. If you are a *TFiT Qualifying Customer* we may terminate the *TRUenergy Feed-in Agreement* on the fifth anniversary of the scheme start day, as defined in the **Electricity Industry Act 2000**.

Otherwise, we may not terminate the *TRUenergy Feed-in Agreement* unless you and we enter into a new feed-in agreement or if you have transferred to another retailer in respect of your supply address.

29. If there are any credits owing to you when the *TRUenergy Feed-in Agreement* ends, TRUenergy will pay you the equivalent amount.
30. You may terminate the *TRUenergy Feed-in Agreement* without notice. If it is a fixed-term contract or an evergreen contract, we may impose the early termination charge specified in your *Product Schedule* if we are permitted to do so under clause 24.1(d) of the Energy Retail Code.
31. The termination does not become effective until:
- if you and we enter into a new feed-in agreement, the date the new agreement commences (which will be after the expiration of the 10 business day cooling-off period);
 - if the *TRUenergy Feed-in Agreement* is terminated because you want to enter a feed-in agreement or electricity supply agreement with another retailer, the date when the other retailer becomes responsible under that agreement/for your supply address; or
 - if your supply address is disconnected, the date when you no longer have a right under the Energy Retail Code to be reconnected;
- whichever occurs first.
32. If the *TRUenergy Feed-in Agreement* or the *Base Agreement* is a fixed-term contract:
- between one and two months before the expiry date, we will notify you of the date that the *TRUenergy Feed-in Agreement* is due to expire, the options available to you and the tariff and terms and conditions that will apply after that date if you do not exercise any other option; and
 - the *TRUenergy Feed-in Agreement* will 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**.

33. If you are supplying electricity back into the grid from a *TFiT Qualifying Solar Energy Generating Facility* from a property that is not a place of residence (for example, it is a business premises or community centre), we may terminate the TRUenergy Feed-in Agreement if your annual consumption of electricity at that property exceeds 100 MWh.

GST and ABN

34. If you have a *TFiT Qualifying Solar Energy Generating Facility* and are both a small retail customer (i.e. consuming less than 160 MWh per annum) and a *TFiT Qualifying Customer* (i.e. receiving the transitional solar feed-in tariff) you must either:

- a. inform TRUenergy that you are registered for GST by quoting your ABN to TRUenergy in respect of any electricity you supply back into the grid from a *Qualifying Solar Energy Generating Facility*. On receipt of this information, TRUenergy agrees to credit to you an amount for 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. warrant that your generation of electricity from the *Qualifying Solar Energy Generation Facility*

Facility 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 from a *Qualifying Solar Energy Generating Facility*. If we ask you to do so, you must complete a 'No ABN Withholding Declaration' (the form for which is available from us on request).

Miscellaneous

35. If you would like information about our tariffs for the purchase of electricity, please call 133 466. If requested, we will provide you with written information within 10 business days of your request.
36. We will retain crediting data for at least two years.
37. We will process any request for historical data in relation to feed-in arrangements in accordance with clause 27.2 of the Energy Retail Code.
38. The terms and conditions in this document do not limit, vary or exclude the operation of any terms and conditions of the Base Agreement.
39. Any *Renewable Energy Certificates* or *Small-scale Technology Certificates* that are created through the generation of electricity from your *TFiT Qualifying Solar Energy Generating Facility* will be retained by you.
40. We will handle any complaint by you in accordance with the relevant Australian Standard on complaints handling or the 'Benchmark for Industry Based Customer Dispute Resolution Schemes' published by the Department of Industry, Tourism and Resources (Cth). We will proceed in the manner specified in clause 28.2 of the Energy Retail Code.
41. A notice, consent, document or other communication given by us under a feed-in contract will be given in a manner specified by clause 32 of the Energy Retail Code.
42. We may only assign the *TRUenergy Feed-in Agreement* with your consent, unless the assignment forms part of the transfer to the same third party of all or substantially all of our retail business.

Definitions and interpretation

'**Base Agreement**' means the agreement between you and TRUenergy for supply of electricity.

'**GST**' has the meaning given in the **A New Tax System (Goods & Services Tax) Act 1999**.

'**Product Schedule**' means the schedule accompanying the terms and conditions of your *Base Agreement*.

'**Renewable Energy Certificates**' has the meaning given in the **Renewable Energy (Electricity) Act 2000**.

‘**Responsible Person**’ means the person who has responsibility for meter reading for a particular connection point, being either the retailer or the relevant distributor.

‘**Small Renewable Energy Generation Facility**’ means a generation facility of the following kind, connected to a distribution system that generates electricity and has an installed or name-plate generating capacity of less than 100 kilowatts:

- a. a wind energy generation facility;
- b. a solar energy generation facility;
- c. a hydro generation facility;
- d. a biomass energy generation facility;
- e. a facility or class of facility specified by the Governor in Council, by Order published in the Government Gazette, to be a small renewable energy generation facility.

‘**Small-scale Technology Certificates**’ has the meaning given in the **Renewable Energy (Electricity) Act 2000**.

‘**Standard Feed-in Tariff**’ means the tariff paid under a *TRUenergy Feed-in Agreement*: standard terms and conditions for a standard feed-in tariff. To be eligible for the standard feed-in tariff you must supply electricity back into the grid from a *Small Renewable Energy Generating Facility*.

‘**TFiT Qualifying Customer**’ means a person who:

- a. Purchases electricity from us; and
- b. Engages in the generation of electricity:
 - (i) at a property that the person occupies as their principal place of residence by means of one *TFiT Qualifying Solar Energy Generating Facility* the property; or
 - (ii) at one or more properties:
 - (A) that the person occupies, otherwise than as a place of residence, by means of one *TFiT 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; and
- c. has been exempted by Order under section 17 of the **Electricity Industry Act 2000** from the requirement to hold a license in respect of the generation of electricity for supply and sale.

‘**TFiT Qualifying Solar Energy Generating Facility**’ means a photovoltaic generating facility that:

- a. has an installed or name-plate generating capacity of 5 kilowatts or less; and
- b. is connected to a distribution system.

‘**TRUenergy Feed-in Agreement**’ means these terms and conditions and any other terms and conditions in your *Product Schedule* relevant to the electricity you supply back into the grid.

‘**We**’ and ‘**Our**’ and ‘**Us**’ means TRUenergy Pty Ltd.

‘**You**’ and ‘**Your**’ means the customer specified on your confirmation letter or on the document titled ‘Product Schedule’.

Terms defined in the Energy Retail Code and the **Electricity Industry Act 2000** have the same meaning in this document.

Electricity Industry Act 2000

TRUENERGY PTY LTD ABN 99 086 014 968

Conditions for Purchase of Small Renewable Energy Generation Electricity

Section 40G of the **Electricity Industry Act 2000** requires TRUenergy Pty Ltd, as the relevant licensee, to publish an offer comprising the prices at which, and terms and conditions on which, TRUenergy Pty Ltd will purchase small renewable energy generation electricity from relevant generators.

These terms and conditions will become effective in accordance with section 40H of the **Electricity Industry Act 2000**.

**TRUENERGY FEED-IN AGREEMENT:
STANDARD FEED-IN TERMS AND CONDITIONS**

1. Your electricity plan will consist of two components, a *Base Agreement* under which we sell you electricity and a *TRUenergy Feed-in Agreement* which is the 'feed in' component of your plan under which we purchase electricity from you. These components will be shown separately on your bill.
2. The terms and conditions applying to the *TRUenergy Feed-in Agreement* are contained in this document and your *Product Schedule*.
3. You are not eligible to enter into this *TRUenergy Feed-in Agreement* for the purchase of electricity from you if any of the following apply:
 - a. you are not a TRUenergy Victorian customer; or
 - b. the meter type or applicable network or retail tariff at your supply address otherwise means you are not eligible. We may specify from time to time exclusions to the *TRUenergy Feed-in Agreement* based on meter type or availability of an applicable tariff, details of which can be requested from us.
4. If we determine that you are not eligible for the *TRUenergy Feed-in Agreement* we will contact you to let you know of any other options you may have.
5. If you are not an existing customer of ours, the *TRUenergy Feed-in Agreement* commences from the date on which your assigned meter identifier has been transferred to us.
6. If you are an existing customer of ours, the *TRUenergy Feed-in Agreement* commences on the date specified in the *Product Schedule* or, if the date is not set out, the date agreed between you and us.
7. Despite clauses 5 and 6, the *TRUenergy Feed-in Agreement* does not commence until you give your explicit informed consent.

Eligibility for standard feed-in tariffs

8. Subject to the terms of this *TRUenergy Feed-in Agreement*, to be eligible for the standard feed-in tariff you must supply electricity back into the grid from a *Qualifying Small Renewable Energy Generation Facility*.
9. TRUenergy also has a *Premium Feed-in Tariff* available to *Qualifying Customers*. You are not eligible for both the standard feed-in tariff and the *Premium Feed-in Tariff* for the electricity generated from the one facility.

Credit for electricity supplied

10. If you qualify for the standard feed-in tariff, we agree to credit you for the electricity you supply back into the grid at the same rates for which you purchase electricity under the *Base Agreement* for electricity sale and supply between you and us. For clarity only the following Charges, where applicable as set out in your Base Agreement or Product Schedule, will not form part of the Standard Feed-In Tariff credit:
 - any *Fixed Charges* applicable to you; and
 - GST (refer to clause 33).

11. The credits for the electricity you supply will appear on the bill that we send to you under your *Base Agreement*. We will credit you for the electricity you supply back into the grid at the same frequency as we bill you for the electricity you purchase under the *Base Agreement*.
You will not be entitled to a pay-by-the-due-date discount under your *Base Agreement* if the electricity your supply back into the grid is in excess of what you use from the grid.
12. In addition to the charges set out in the *TRUenergy Feed-in Agreement*, you will need to pay any distributor-imposed charges. Upon your request we will inform you of the amount of any distributor-imposed charges prior to entering the *TRUenergy Feed-in Agreement*, and these will be itemised on your account.
13. Any adjustments for undercharging or overcharging in previous billing periods will be treated in accordance with clauses 6.2 and 6.3 of the Retail Code and will also be shown on your account.
14. The rate at which we purchase your electricity does not include GST, subject to clause 33.

Connection

15. If you ask us to, we will make a request to the relevant distributor to connect *Qualifying Small Renewable Energy Generation Facility* to the distributor's distribution system as soon as practicable after you satisfy clause 1 of the Energy Retail Code (relating to your application to us to be connected at your supply address) with respect to the *TRUenergy Feed-in Agreement*. The request will include details of the installation of any necessary metering and network tariff reassignment.
16. We will make the request no later than the next business day after receiving from you all documentation required under the **Electricity Safety Act 1998** and all documentation reasonably required by us or the relevant distributor.
17. You must let us know as soon as possible of any changes to your contact details.

Meter readings

18. Unless you give explicit informed consent otherwise, we will base any credits payable to you on a reading of your national electricity market-compliant meter that records the supply of electricity from your *Qualifying Small Renewable Energy Generation Facility* to the distribution system, and in any event, we will use our best endeavours to ensure that the meter is read at least once in any 12-month period.
19. We do not breach this clause if we are unable to read a meter in any relevant period as a result of you breaching clause 20 or some other event outside our control.
20. You must allow us, the *Responsible Person* (or our *Responsible Person's* representative) safe, convenient and unhindered access to the address and to the meter that records the supply of electricity from you to the distribution system, for the purpose of reading the meter and for connection, disconnection, reconnection, maintenance and repair. The person who requires access must carry or wear official identification and on request will show that identification to you.
21. If we are not able to credit your account based on the reading of the meter, we will not make a credit unless the relevant distributor estimates the generation in accordance with applicable regulatory instruments.
22. If you request us to, we will review any credits applied to your account (and deal with any adjustments required) on the basis specified in clause 6 of the Energy Retail Code.
23. If we over-credit or under-credit you for the electricity supplied by you back into the grid, we will rectify this error in accordance with clause 6 of the Energy Retail Code.

Force Majeure

24. If an event occurs which is outside the reasonable control of us or you (i.e., force majeure), and you or we breach the *TRUenergy Feed-in Agreement* due to this event only, the breach will be dealt with in accordance with clause 18 of the Energy Retail Code.

Changes to the TRUenergy Feed-in Agreement

25. The *TRUenergy Feed-in Agreement* may be subject to change as a result of future legislative amendments to the **Electricity Industry Act 2000**. Otherwise, this agreement may only be varied with your explicit informed consent. If you are supplying electricity back into the grid from a *Qualifying Small Renewable Energy Generation Facility*, any changes to the tariffs under your *Base Agreement* will apply equally to the tariffs under the *TRUenergy Feed-in Agreement*.
26. We will give you notice of any variation to our tariffs that will affect the *TRUenergy Feed-in Agreement*. We will give the notice as soon as practicable and no later than the next billing and payment cycle. A notice of a variation to our tariffs under your *Base Agreement* is taken to be a notice under the *TRUenergy Feed-in Agreement*.
27. If you are receiving the standard feed-in tariff, you must notify us within 14 business days if the capacity of your generation facility exceeds 100 kilowatts as you will no longer meet the criteria to be entitled to receive the standard feed-in tariff.

Termination

28. If there are any credits owing to you when the *TRUenergy Feed-in Agreement* ends, TRUenergy will pay you the equivalent amount.
29. You may terminate the *TRUenergy Feed-in Agreement* without notice. If it is a fixed-term contract or an evergreen contract, we may impose the early termination charge specified in your *Product Schedule* if we are permitted to do so under clause 24.1(d) of the Energy Retail Code.
30. The termination does not become effective until:
 - a. if you and we enter into a new feed-in agreement, the date the new agreement commences (which will be after the expiration of the 10 business day cooling-off period);
 - b. if the *TRUenergy Feed-in Agreement* is terminated because you want to enter a feed-in agreement or electricity supply agreement with another retailer, the date when the other retailer becomes responsible under that agreement/for your supply address; or
 - c. if your supply address is disconnected, the date when you no longer have a right under the Energy Retail Code to be reconnected;whichever occurs first.
31. If the *TRUenergy Feed-in Agreement* or the *Base Agreement* is a fixed-term contract:
 - a. between one and two months before the expiry date, we will notify you of the date that the *TRUenergy Feed-in Agreement* is due to expire, the options available to you and the tariff and terms and conditions that will apply after that date if you do not exercise any other option; and
 - b. the *TRUenergy Feed-in Agreement* will 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**.
32. If you are supplying electricity back into the grid from a *Qualifying Small Renewable Energy Generation Facility* from a property that is not a place of residence (for example, it is a business premises or community centre), we may terminate the *TRUenergy Feed-in Agreement* if your annual consumption of electricity at that property exceeds 100 MWh.

GST and ABN

33. If you are receiving the standard feed-in tariff you must either:
- inform TRUenergy that you are registered for GST by quoting your ABN to TRUenergy in respect of any electricity you supply back into the grid from a *Qualifying Small Renewable Energy Generation Facility*. On receipt of this information, TRUenergy agrees to credit to you an amount for 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
 - warrant that your generation of electricity from the *Qualifying Small Renewable Energy Generation Facility* 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 from a *Qualifying Small Renewable Energy Generation Facility*. If we ask you to do so, you must complete a 'No ABN Withholding Declaration' (the form for which is available from us on request).

Miscellaneous

34. If you would like information about our tariffs for the purchase of electricity, please call 133 466. If requested, we will provide you with written information within 10 business days of your request.
35. We will retain crediting data for at least two years.
36. We will process any request for historical data in relation to feed-in arrangements in accordance with clause 27.2 of the Energy Retail Code.
37. The terms and conditions in this document do not limit, vary or exclude the operation of any terms and conditions of the Base Agreement.
38. *Any Renewable Energy Certificates* or *Small-Scale Technology Certificates* that are created through the generation of electricity from your *Small Renewable Energy Generation Facility* will be retained by you.
39. We will handle any complaint by you in accordance with the relevant Australian Standard on complaints handling or the 'Benchmark for Industry Based Customer Dispute Resolution Schemes' published by the Department of Industry, Tourism and Resources (Cth). We will proceed in the manner specified in clause 28.2 of the Energy Retail Code.
40. A notice, consent, document or other communication given by us under a feed-in contract will be given in a manner specified by clause 32 of the Energy Retail Code.
41. We may only assign the *TRUenergy Feed-in Agreement* with your consent, unless the assignment forms part of the transfer to the same third party of all or substantially all of our retail business.

Definitions and interpretation

'**Base Agreement**' means the agreement between you and TRUenergy for supply of electricity.

'**GST**' has the meaning given in the **A New Tax System (Goods & Services Tax) Act 1999**.

'**Fixed Charges**' means any of the following fixed charges, that are additional to the charges you pay for your consumption of energy, as they appear on a Product Schedule or bill for a TRUenergy Base Agreement:

- periodic supply charge;
- meter charge;
- standing charge;
- any other scaled charge not based on metered supply;
- any other like fixed charge that TRUenergy introduces from time to time in accordance with the Base Agreement and with this TRUenergy Feed-in Agreement; or

- f. any of these charges as re-named by TRUenergy from time to time, where relevant customers have been notified of the change in name.

‘**Premium Feed-in Tariff**’ is the Tariff payable under the TRUenergy Feed-In Agreement: premium terms and conditions, available to Qualifying Customers.

‘**Product Schedule**’ means the schedule accompanying the terms and conditions of your Base Agreement.

‘**Qualifying Customer**’ means a person who:

- a. Purchases electricity from us; and
- b. Engages in the generation of electricity:
 - (i) at a property that the person occupies as their principal place of residence by means of one Qualifying Small Renewable Energy Generation Facility at the property; or
 - (ii) at one or more properties:
 - (A) that the person occupies, otherwise than as a place of residence, by means of one Qualifying Small Renewable Energy Generation Facility at each of those properties; and
 - (B) at which the person’s annual consumption rate of electricity is 100 megawatt hours or less; and
- c. has been exempted by Order under section 17 of the **Electricity Industry Act 2000** from the requirement to hold a license in respect of the generation of electricity for supply and sale.

‘**Qualifying Small Renewable Energy Generation Facility**’ means a generation facility of the following kind, connected to a distribution system that generates electricity and has an installed or name-plate generating capacity of less than 100 kilowatts:

- a. a wind energy generation facility;
- b. a hydro generation facility;
- c. a biomass energy generation facility;
- d. a facility or class of facility specified by the Governor in Council, by Order published in the Government Gazette, to be a small renewable energy generation facility;
- e. a solar energy generation facility that has an installed or name-plate generating capacity of greater than 5 kilowatts.

‘**Renewable Energy Certificates**’ has the meaning given in the **Renewable Energy (Electricity) Act 2000**.

‘**Responsible Person**’ means the person who has responsibility for meter reading for a particular connection point, being either the retailer or the relevant distributor.

‘**Small-scale Technology Certificates**’ has the meaning given in the **Renewable Energy (Electricity) Act 2000**.

‘**TRUenergy Feed-in Agreement**’ means these terms and conditions and any other terms and conditions in your Product Schedule relevant to the electricity you supply back into the grid.

‘**We**’ and ‘**Our**’ and ‘**Us**’ means TRUenergy Pty Ltd.

‘**You**’ and ‘**Your**’ means the customer specified on your confirmation letter or on the document titled ‘Product Schedule’.

Terms defined in the Energy Retail Code and the **Electricity Industry Act 2000** have the same meaning in this document.

Electricity Industry Act 2000

TRUENERGY PTY LTD ABN 99 086 014 968

Conditions for Purchase of PFIT Scheme Electricity

Section 40FF of the **Electricity Industry Act 2000** requires TRUenergy Pty Ltd, as the relevant licensee, to publish its terms and conditions for the purchase of PFIT scheme electricity from a PFIT scheme customer.

These terms and conditions will become effective in accordance with section 40FC of the **Electricity Industry Act 2000**.

**TRUENERGY FEED-IN AGREEMENT :
PREMIUM FEED-IN TERMS AND CONDITIONS**

1. Your electricity plan will consist of two components, a *Base Agreement* under which we sell you electricity and a *TRUenergy Feed-in Agreement* which is the 'feed in' component of your plan under which we purchase electricity from you. These components will be shown separately on your bill.
2. The terms and conditions applying to the *TRUenergy Feed-in Agreement* are contained in this document and your *Product Schedule*.
3. You are not eligible to enter into this *TRUenergy Feed-in Agreement* for the purchase of electricity from you if any of the following apply:
 - a. you are not a TRUenergy Victorian customer; or
 - b. the meter type or applicable network or retail tariff at your supply address otherwise means you are not eligible. We may specify from time to time exclusions to the *TRUenergy Feed-in Agreement* based on meter type or availability of an applicable tariff, details of which can be requested from us.
4. If we determine that you are not eligible for the *TRUenergy Feed-in Agreement* we will contact you to let you know of any other options you may have.
5. If you are not an existing customer of ours, the *TRUenergy Feed-in Agreement* commences from the date on which your assigned meter identifier has been transferred to us.
6. If you are an existing customer of ours, the *TRUenergy Feed-in Agreement* commences on the date specified in the *Product Schedule* or, if the date is not set out, the date agreed between you and us.
7. Despite clauses 5 and 6, the *TRUenergy Feed-in Agreement* does not commence until you give your explicit informed consent.

Eligibility for premium feed-in tariffs

8. Subject to the terms of this *TRUenergy Feed-in Agreement*, to be eligible for the premium feed-in tariff you must be a *Qualifying Customer* who supplies electricity back into the grid from a *Qualifying Solar Energy Generating Facility*.
9. If you are a residential customer under your *Base Agreement* and a *Qualifying Customer*, the *Qualifying Solar Energy Generating Facility* for which the credit is received must be located at your principal place of residence. You are only entitled to credit for one *Qualifying Solar Energy Generating Facility* at your residence. If the premises is not a principal place of residence (for example, it is a business premises or community centre), your annual consumption rate of electricity at the premises must be 100 megawatt hours or less and you are only entitled to credit for one *Qualifying Solar Energy Generating Facility* per premises.
10. TRUenergy also offers a *Standard Feed-in Tariff*. You are not eligible for both the *Standard Feed-in Tariff* and the premium feed-in tariff for the electricity generated from the one *Qualifying Solar Energy Generating Facility*.

Credit for electricity supplied

11. If you qualify for the premium feed-in tariff, we agree to credit you for the electricity you supply back into the grid at a rate no less than of \$0.60 per kilowatt-hour of generation or as is otherwise required by the relevant section of the **Electricity Industry Act 2000**, and in accordance with the requirements of that Act. This is the premium feed-in tariff.
12. The credits for the electricity you supply will appear on the bill that we send to you under your Base Agreement. We will credit you for the electricity you supply back into the grid at the same frequency as we bill you for the electricity you purchase under the *Base Agreement*. You will not be entitled to a pay-by-the-due-date discount under your Base Agreement if the credits for the electricity you supply back into the grid is in excess of what you use from the grid.
13. In addition to the charges set out in the *TRUenergy Feed-in Agreement*, you will need to pay any distributor-imposed charges. Upon your request we will inform you of the amount of any distributor-imposed charges prior to entering the *TRUenergy Feed-in Agreement*, and these will be itemised on your account. Any adjustments for undercharging or overcharging in previous billing periods will be treated in accordance with clauses 6.2 and 6.3 of the Retail Code and will also be shown on your account.
14. The rate at which we purchase your electricity does not include GST, subject to clause 34.

Connection

15. If you ask us to, we will make a request to the relevant distributor to connect your *Qualifying Solar Energy Generating Facility* to the distributor's distribution system as soon as practicable after you satisfy clause 1 of the Energy Retail Code (relating to your application to us to be connected at your supply address) with respect to the *TRUenergy Feed-in Agreement*. The request will include details of the installation of any necessary metering and network tariff reassignment.
16. We will make the request no later than the next business day after receiving from you all documentation required under the **Electricity Safety Act 1998** and all documentation reasonably required by us or the relevant distributor.
17. You must let us know as soon as possible of any changes to your contact details.

Meter readings

18. Unless you give explicit informed consent otherwise, we will base any credits payable to you on a reading of your national electricity market-compliant meter that records the supply of electricity from your *Qualifying Solar Energy Generating Facility* to the distribution system, and in any event, we will use our best endeavours to ensure that the meter is read at least once in any 12-month period.
19. We do not breach this clause if we are unable to read a meter in any relevant period as a result of you breaching clause 19 or some other event outside our control.
20. You must allow us, the *Responsible Person* (or our *Responsible Person's* representative) safe, convenient and unhindered access to the address and to the meter that records the supply of electricity from you to the distribution system, for the purpose of reading the meter and for connection, disconnection, reconnection, maintenance and repair. The person who requires access must carry or wear official identification and on request will show that identification to you.
21. If we are not able to credit your account based on the reading of the meter, we will not make a credit unless the relevant distributor estimates the generation in accordance with applicable regulatory instruments.
22. If you request us to, we will review any credits applied to your account as required by the Energy Retail Code.
23. If we over-credit or under-credit you for the electricity supplied by you back into the grid, we will rectify this error as required by the Energy Retail Code.

Force Majeure

24. If an event occurs which is outside the reasonable control of us or you (i.e., force majeure), and you or we breach the *TRUenergy Feed-in Agreement* due to this event only, the breach will be dealt with in accordance with clause 18 of the Energy Retail Code.

Changes to the TRUenergy Feed-in Agreement

25. The *TRUenergy Feed-in Agreement* may be subject to change as a result of future legislative amendments to the Electricity Industry Act 2000. Otherwise, this agreement may only be varied with your explicit informed consent.
26. We will give you notice of any variation to our tariffs that will affect the *TRUenergy Feed-in Agreement*, including any changes to the value of the additional rebate paid by us to customers receiving the premium feed-in tariff. We will give the notice as soon as practicable and no later than the next billing and payment cycle. A notice of a variation to our tariffs under your Base Agreement is taken to be a notice under the *TRUenergy Feed-in Agreement*.
27. If you are receiving the premium feed-in tariff, you must notify us 14 business days in advance of any change to your *Qualifying Solar Energy Generating Facility* that increases the capacity. Should this occur after the scheme end date being 29 December 2011, you will no longer be eligible for credits under the scheme.

Termination

28. If the *Base Agreement* is ended by either party, the *TRUenergy Feed-in Agreement* automatically terminates at the same time. If you are a *Qualifying Customer* we may terminate the *TRUenergy Feed-in Agreement* on the fifteenth anniversary of the scheme start day, as defined in the **Electricity Industry Act 2000**. Otherwise, we may not terminate the *TRUenergy Feed-in Agreement* unless you and we enter into a new feed-in agreement or if you have transferred to another retailer in respect of your supply address.
29. If there are any credits owing to you when the *TRUenergy Feed-in Agreement* ends, TRUenergy will pay you the equivalent amount.
30. You may terminate the *TRUenergy Feed-in Agreement* without notice. If it is a fixed-term contract or an evergreen contract, we may impose the early termination charge specified in your *Product Schedule* if we are permitted to do so under clause 24.1(d) of the Energy Retail Code.
31. The termination does not become effective until:
- if you and we enter into a new feed-in agreement, the date the new agreement commences (which will be after the expiration of the 10 business day cooling-off period);
 - if the *TRUenergy Feed-in Agreement* is terminated because you want to enter a feed-in agreement or electricity supply agreement with another retailer, the date when the other retailer becomes responsible under that agreement/for your supply address; or
 - if your supply address is disconnected, the date when you no longer have a right under the Energy Retail Code to be reconnected;
- whichever occurs first.
32. If the *TRUenergy Feed-in Agreement* or the *Base Agreement* is a fixed-term contract:
- between one and two months before the expiry date, we will notify you of the date that the *TRUenergy Feed-in Agreement* is due to expire, the options available to you and the tariff and terms and conditions that will apply after that date if you do not exercise any other option; and
 - the *TRUenergy Feed-in Agreement* will 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**.

33. If you are supplying electricity back into the grid from a *Qualifying Solar Energy Generating Facility* from a property that is not a place of residence (for example, it is a business premises or community centre), we may terminate the *TRUenergy Feed-in Agreement* if your annual consumption of electricity at that property exceeds 100 MWh.

GST and ABN

34. If you have a *Qualifying Solar Energy Generating Facility* and are both a small retail customer (i.e., consuming less than 160 MWh per annum) and a *Qualifying Customer* (i.e., receiving the premium solar feed-in tariff) you must either:
- inform TRUenergy that you are registered for GST by quoting your ABN to TRUenergy in respect of any electricity you supply back into the grid from a *Qualifying Solar Energy Generating Facility*. On receipt of this information, TRUenergy agrees to credit to you an amount for 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
 - warrant that your generation of electricity from the *Qualifying Solar Energy Generating Facility* 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 from a *Qualifying Solar Energy Generating Facility*. If we ask you to do so, you must complete a 'No ABN Withholding Declaration' (the form for which is available from us on request).

Miscellaneous

35. If you would like information about our tariffs for the purchase of electricity, please call 133 466. If requested, we will provide you with written information within 10 business days of your request.
36. We will retain crediting data for at least two years.
37. We will process any request for historical data in relation to feed-in arrangements in accordance with clause 27.2 of the Energy Retail Code.
38. The terms and conditions in this document do not limit, vary or exclude the operation of any terms and conditions of the *Base Agreement*.
39. Any *Renewable Energy Certificates* or *Small-scale Technology Certificates* that are created through the generation of electricity from your *Qualifying Solar Energy Generating Facility* will be retained by you.
40. We will handle any complaint by you in accordance with the relevant Australian Standard on complaints handling or the 'Benchmark for Industry Based Customer Dispute Resolution Schemes' published by the Department of Industry, Tourism and Resources (Cth). We will proceed in the manner specified in clause 28.2 of the Energy Retail Code.
41. A notice, consent, document or other communication given by us under a feed-in contract will be given in a manner specified by clause 32 of the Energy Retail Code.
42. We may only assign the *TRUenergy Feed-in Agreement* with your consent, unless the assignment forms part of the transfer to the same third party of all or substantially all of our retail business.

Definitions and interpretation:

'**Base Agreement**' means the agreement between you and TRUenergy for supply of electricity.

'**GST**' has the meaning given in the **A New Tax System (Goods & Services Tax) Act 1999**.

'**Product Schedule**' means the schedule accompanying the terms and conditions of your Base Agreement.

'**Qualifying Solar Energy Generating Facility**' means a photovoltaic generating facility that:

- has an installed or name-plate generating capacity of 5 kilowatts or less; and
- is connected to a distribution system.

‘**Qualifying Customer**’ means a person who:

- a. Purchases electricity from us; and
- b. Engages in the generation of electricity:
 - (i) at a property that the person occupies as their principal place of residence by means of one *Qualifying Solar Energy Generating Facility* the property; 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; and
- c. has been exempted by Order under section 17 of the **Electricity Industry Act 2000** from the requirement to hold a license in respect of the generation of electricity for supply and sale.

‘**Renewable Energy Certificates**’ has the meaning given in the **Renewable Energy (Electricity) Act 2000** (Cth).

‘**Responsible Person**’ means the person who has responsibility for meter reading for a particular connection point, being either the retailer or the relevant distributor.

‘**Small Renewable Energy Generation Facility**’ means a generation facility of the following kind, connected to a distribution system that generates electricity and has an installed or name-plate generating capacity of less than 100 kilowatts:

- a. a wind energy generation facility;
- b. a solar energy generation facility;
- c. a hydro generation facility;
- d. a biomass energy generation facility;
- e. a facility or class of facility specified by the *Governor in Council*, by Order published in the Government Gazette, to be a small renewable energy generation facility.

‘**Small-scale Technology Certificates**’ has the meaning given in the **Renewable Energy (Electricity) Act 2000**.

‘**Standard Feed-in Tariff**’ means the tariff paid under a *TRUenergy Feed-in Agreement*: standard terms and conditions for a standard feed-in tariff. To be eligible for the standard feed-in tariff you must supply electricity back into the grid from a *Small Renewable Energy Generating Facility*.

‘**TRUenergy Feed-in Agreement**’ means these terms and conditions and any other terms and conditions in your Product Schedule relevant to the electricity you supply back into the grid. ‘**We**’ and

‘**Our**’ and ‘**Us**’ means TRUenergy Pty Ltd.

‘**You**’ and ‘**Your**’ means the customer specified on your confirmation letter or on the document titled ‘Product Schedule’.

Terms defined in the Energy Retail Code and the **Electricity Industry Act 2000** have the same meaning in this document.

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