



# Victoria Government Gazette

No. S 17 Tuesday 22 January 2013  
By Authority of Victorian Government Printer

## Electricity Industry Act 2000

ENERGYAUSTRALIA PTY LTD

EnergyAustralia Business Feed-in Agreement – Victoria

### General

1. Your electricity plan will consist of two components, a Contract under which we sell you electricity and an EnergyAustralia 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 EnergyAustralia Feed-in Agreement are contained in this document and your Energy Plan Details.
3. You are not eligible to enter into this EnergyAustralia Feed-in Agreement for the purchase of electricity from you if any of the following apply:
  - a. you are not a EnergyAustralia Victorian customer; or
  - b. the meter type or applicable network or retail tariff at your premises otherwise means you are not eligible. We may specify from time to time exclusions to the EnergyAustralia 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 EnergyAustralia 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 EnergyAustralia 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 EnergyAustralia Feed-in Agreement commences on the date specified in the Energy Plan Details or, if the date is not set out, the date agreed between you and us.
7. Despite clauses 5 and 6, the EnergyAustralia Feed-in Agreement does not commence until you give your explicit informed consent.

### Eligibility for Feed-In Tariff

8. Subject to the terms of this EnergyAustralia Feed-in Agreement, to be eligible for the Feed-in Tariff you must be a FiT Qualifying Customer who consumes 100 MWh per annum or more, and supplies electricity back into the grid from a Small Renewable Energy Generation Facility.
9. Otherwise meet the eligibility requirements outlined in the **Electricity Industry Act 2000**.
10. You are not eligible for any other feed-in tariff schemes for the electricity generated from the one Small Renewable Energy Generation Facility.

### Credit for Electricity Supplied

11. If you qualify for the Feed-In Tariff, we agree to credit you for the electricity you supply back into the grid at a rate no less than the rate per kilowatt hour of generation determined by the Essential Services Commission 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 Feed-in Tariff.
12. The credits for the electricity you supply will appear on the bill that we send to you under your Contract. 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 Contract. You will not be entitled to a pay-by-the-due-date discount under your Contract if the electricity you supply back into the grid is in excess of what you use from the grid.

**SPECIAL**

13. In addition to the charges set out in the EnergyAustralia 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 EnergyAustralia 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 Energy 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 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 premises) with respect to the EnergyAustralia Feed-in Agreement. The request will include details of the installation of any necessary metering and network tariff reassessment.
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 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 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 EnergyAustralia 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 EnergyAustralia Feed-in Agreement**

25. The EnergyAustralia 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 EnergyAustralia Feed-in Agreement, including any changes to the value of rebate paid by us to customers receiving the 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 Contract is taken to be a notice under the EnergyAustralia Feed-in Agreement.
27. If you are receiving the Feed-in Tariff, you must notify us 14 business days in advance of any change to your Small Renewable Energy Generation Facility that increases the capacity.

#### **Termination**

28. If the Contract is ended by either party, the EnergyAustralia Feed-in Agreement automatically terminates at the same time. Otherwise, we may not terminate the EnergyAustralia Feed-in Agreement unless you and we enter into a new feed-in agreement, if you have transferred to another retailer in respect of your premises or we are no longer required to provide the Feed-in Tariff.
29. If there are any credits owing to you when the EnergyAustralia Feed-in Agreement ends, EnergyAustralia will pay you the equivalent amount.
30. You may terminate the EnergyAustralia 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 Energy Plan Details 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:
  - 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 EnergyAustralia 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 premises; or
  - c. if your premises 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 EnergyAustralia Feed-in Agreement or the Contract is a fixed-term contract:
  - a. between one and two months before the expiry date, we will notify you of the date that the EnergyAustralia 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 EnergyAustralia 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**.

#### **GST and ABN**

33. If you have a Small Renewable Energy Generation Facility and are both a small retail customer (i.e. consuming less than 160 MWh per annum) and a FiT Qualifying Customer (i.e. receiving the Feed-In Tariff) you must either:
  - a. inform EnergyAustralia that you are registered for GST by quoting your ABN to EnergyAustralia in respect of any electricity you supply back into the grid from a Small Renewable Energy Generation Facility. On receipt of this information, EnergyAustralia 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 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 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 regardless of whether you remain our customer.
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 Contract.
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 EnergyAustralia 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:**

**'Contract'** means the agreement between you and EnergyAustralia for supply of electricity under a Market Retail Contract or Standard Retail Contract.

**'EnergyAustralia Feed-in Agreement'** means these terms and conditions and any other terms and conditions in your Energy Plan Details relevant to the electricity you supply back into the grid.

**'Energy Plan Details'** means the schedule accompanying the terms and conditions of your Contract.

**'Feed-In Tariff'** means the tariff paid under a FiT Qualifying Customer.

**'FiT Qualifying Customer'** means a person who:

- a. Purchases electricity from us; and
- b. Engages in the generation of electricity;
- 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.

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

**'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’** has the meaning given in the **Electricity Industry Act 2000**.

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

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

**‘You’** and **‘Your’** means the customer specified on your confirmation letter or on the document titled ‘Energy Plan Details’.

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

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