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Electricity Industry Act 2000

MOMENTUM ENERGY (ABN 42 100 569 159)

This publication is pursuant to section 40G of the **Electricity Industry Act 2000**, which requires Momentum Energy to publish general renewable energy feed-in tariff scheme terms and conditions and is effective 1 January 2013.

GENERAL RENEWABLE ENERGY FEED-IN TERMS AND CONDITIONS

Definitions

For the purposes of this *Contract*:

Act means the **Electricity Industry Act 2000** (Vic.).

Certificate of Electrical Safety means a certificate under section 45A of the **Electricity Safety Act 1998** (Vic.) granted by a registered electrical contractor under that Act following completion of electrical installation work.

Contract means this General Renewable Energy Feed-in Contract comprised of these Terms and Conditions and the schedule containing the particulars of your agreement with us.

Distributor means the licensed electricity distributor responsible for supplying electricity to *Your Premises* pursuant to the *Act*.

Electricity Supply Contract means the contract for the purchase of electricity by you from *us* at *Your Premises*.

Energy Distribution System means the *Distributor's* distribution system.

Energy Retail Code means the Code of that name published by the Essential Services Commission under the *Act*.

Force Majeure Event means an event which is outside of *our* or your reasonable control.

GST Act means **A New Tax System (Goods and Services Tax) Act 1999** (Cth).

NEM-Compliant Meter means a meter which is compliant with the Australian Energy Market Operator ('AEMO') Metrology Procedure as published on the AEMO website from time to time.

One to One Standard Feed-in Tariff means a rate per kilowatt-hour (excluding GST) equal to the GST-exclusive rate per kilowatt-hour that you pay to buy electricity from us pursuant to your *Electricity Supply Contract* as shown on your bill for the corresponding time period.

One to One Standard Feed-in Tariff End Date means the earlier of:

- (a) 31 December 2016;
- (b) the date this *Contract* ends;
- (c) the date you are otherwise no longer eligible for the *One to One Standard Feed-in Tariff*; and
- (d) the date the *One to One Standard Feed-in Tariff* is repealed or materially amended in accordance with the *Scheme* following the commencement of this *Contract*.

Regular Standard Feed-in Tariff means the rate of \$0.08 per kilowatt-hour (excluding GST) from 1 January 2013, and at such rate thereafter as is determined or recommended as the minimum credit or payment rate under the *Scheme* from time to time for the purchase of *Small Renewable Energy Generation Electricity*.

Renewable Energy Certificate means a certificate created under the **Renewable Energy (Electricity) Act 2000** (Cth).

Responsible Person means the person who has responsibility for meter reading at *Your Premises*, being either *us* or the *Distributor*.

Scheme means the scheme known as the Standard Feed-in Tariff scheme for the purchase of *Small Renewable Energy Generation Electricity*, as set out in section 40G and associated sections of the *Act*.

SPECIAL

Small Renewable Energy Generation Electricity has the meaning given to it in section 40F of the *Act*, and refers to electricity exported from *Your Facility* into the *Energy Distribution System* net of any electricity consumption at *Your Premises*, that is not supplied through the wholesale electricity market.

Small Renewable Energy Generation Facility has the meaning given to it in section 40F of the *Act*.

Standard Feed-in Tariff means the minimum credit or payment rate determined or recommended under the *Scheme* from time to time for the purchase of *Small Renewable Energy Generation Electricity*, on a per kilowatt hour basis, which is:

- (a) if you are an existing customer who was receiving a *Standard Feed-in Tariff* from us before 1 January 2013 – the *One to One Standard Feed-in Tariff* until the *One to One Standard Feed-in Tariff End Date*, and the *Regular Standard Feed-in Tariff* thereafter;
- (b) in any other case – the *Regular Standard Feed-in Tariff*.

Standard Feed-in Tariff Credit means a dollar credit payable to you under this *Contract*, as a result of the application of the *Standard Feed-in Tariff* to your *Small Renewable Energy Generation Electricity*.

We/Us/Ours refers to Momentum Energy Pty Ltd.

Your Facility means a *Small Renewable Energy Generation Facility* which is installed at *Your Premises*.

Your Premises means the premises in Victoria at which *Your Facility* is installed and from which you generate *Small Renewable Energy Generation Electricity*.

Scope of Contract

1. This *Contract* governs the purchase by us from you of *Small Renewable Energy Generation Electricity* generated by *Your Facility* only.
2. This *Contract* does not address the purchase of *Renewable Energy Certificates* from you; we will not purchase any *Renewable Energy Certificates* created as a result of generation by *Your Facility* under this *Contract*.

Effect of this Contract upon Your Electricity Supply Contract

3. This *Contract* is separate to your *Electricity Supply Contract* with us. If you are not an existing customer of ours you must enter into an *Electricity Supply Contract* with us. The *Standard Feed-in Tariff* under this *Contract* will not commence until you do so and electricity supply commences under that contract.
4. Upon you entering this *Contract*, the tariff under which you are charged pursuant to your *Electricity Supply Contract* may change at the discretion of the *Distributor*. If this occurs you agree to pay the varied rates which we will pass on to you as a result of this change.
5. If the *Distributor* changes the tariff under which you are charged, upon request we will provide details of the difference in rates or other charges that result from the change in your tariff.
6. Except for the situation outlined in clause 4 herein this *Contract* will not vary any aspect of your *Electricity Supply Contract* including but not limited to the Minimum Term (if any) of that *Electricity Supply Contract*.

Commencement of Contract

7. This *Contract* will commence upon the date agreed by us and you as shown on the first page of the schedule (provided that you have given your explicit informed consent).
8. If you have not previously been on a feed-in tariff with another retailer, the *Standard Feed-in Tariff* under this *Contract* will not commence until you have provided an appropriate *Certificate of Electrical Safety* from the registered electrical contractor who installed your *Facility*. If you are transferring to us from another retailer where you previously had a feed-in tariff, we will not require a *Certificate of Electrical Safety*.

Term of Contract

9. This *Contract* will continue until it ends under clause 35.

Connection of *Your Facility*

10. If requested by you, *we* will make a request to the *Distributor* to connect *Your Facility* to the *Energy Distribution System* as soon as practicable after you satisfy the requirements of clause 1 of the *Energy Retail Code*. The request to the *Distributor* will include details of any necessary metering.
11. *We* will make the request to the *Distributor* by no later than the next business day after receiving from you all documentation required under the **Electricity Safety Act 1998** (Vic.) and all documentation reasonably required by *us* or the *Distributor*.
12. Any distribution charges that *we* incur in relation to the connection, disconnection or reconnection of *Your Facility* to the *Energy Distribution System*, or its operation or metering, to the extent that they are not recovered under your *Electricity Supply Contract*, will be charged to you under this *Contract* at the relevant applicable price under your *Electricity Supply Contract*. *We* may deduct any such amounts from your *Standard Feed-in Tariff Credit*.

Meter Reading

13. *We* will base a *Standard Feed-in Tariff Credit* on a reading of your *NEM-compliant meter* that records the supply of electricity from *Your 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.
14. You will allow *us*, the *Responsible Person*, the *Responsible Person's* representative or *our* representative safe, convenient and unhindered access to *Your Premises* and to the meter that records the supply of electricity from the *Small Renewable Energy Generation Facility* to the *Distribution System*, for the purpose of reading the meter and for connection, disconnection, reconnection, maintenance and repair. *We*, the *Responsible Person*, the *Responsible Person's* representative or *our* representative will carry or wear official identification and, on request, will show that identification to you.
15. *We* will not be in breach of clause 13 of this *Contract* if *we* are unable to read a meter in any relevant period as a result of you breaching clause 14 or clause 33, or if some other event outside of *our* control prevents *us* from reading the meter.
16. If *we* are not able to reasonably or reliably base a *Standard Feed-in Tariff Credit* on a reading of the meter, *we* will not apply a credit unless:
- the *Distributor* estimates the generation in accordance with applicable regulatory instruments; or
 - we*, at *our* discretion, estimate accounts (including debits and credits) in accordance with the provisions of your *Electricity Supply Contract* or any applicable law where the meter is faulty or consumption and energy flows (including import and export) are not properly recorded.

Purchase of Small Renewable Energy Generation Electricity from You

17. *We* will only purchase electricity received and measured on the meter (or estimated in accordance with clause 16). *We* have no obligation to pay or compensate you for any electricity exported from *Your Facility* that is rejected by the *Energy Distribution System* for any reason. *We* will notify *you* as soon as practicable after *we* become aware of any inability of the *Energy Distribution System* to accept *Small Renewable Energy Generation Electricity* generated by *Your Facility*.

Rates We Will Pay You for Your Small Renewable Energy Generation Electricity

18. *We* will credit you for the *Small Renewable Energy Generation Electricity* supplied by you under this *Contract* at the *Standard Feed-in Tariff*, by applying the *Standard Feed-in Tariff Credit* as a credit to your bills under your *Electricity Supply Contract*.

19. We will apply the *Standard Feed-in Tariff Credit* at the same frequency as you are billed by us for electricity supplied to *Your Premises* pursuant to your *Electricity Supply Contract*.
20. If a bill that we issue under your *Electricity Supply Contract* has a credit balance as a result of the application of the *Standard Feed-in Tariff Credit*, the credit balance will be applied towards your next bill under your *Electricity Supply Contract*.
21. Any excess credit amount accrued under this *Contract* will be extinguished, and your entitlement to the excess credit ceases, on the first of the following dates:
 - (a) the day that is 12 months after the day:
 - (i) a credit first arises under this *Contract*; or
 - (ii) a credit first arises under this *Contract* after a credit amount has been extinguished under this paragraph,
as the case requires; or
 - (b) the date electricity supply ceases under your *Electricity Supply Contract*.

GST and ABN

22. If the supply of the *Small Renewable Energy Generation Electricity* to us under this *Contract* is a taxable supply under the *GST Act*, and you have provided to us your ABN, all evidence that we reasonably require to establish that the supply is a taxable supply, and a valid tax invoice, we will increase the *Standard Feed-in Tariff Credit* to cover any GST payable on the supply.
23. If you do not quote your ABN, 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. 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).
24. Terms used in clauses 22 and 23 that are used in the *GST Act* have the same meaning as in that Act.

Review of Credit

25. If you think that your *Standard Feed-in Tariff Credit* may be incorrect, you may ask us to review it. We will review your *Standard Feed-in Tariff Credit* if you request that we do so. Any such review will be conducted in accordance with clause 6.1 of the *Energy Retail Code*.

Over-crediting and Under-crediting

26. If we over-credit you for electricity supplied by you, we will recover the over-credit in accordance with clause 6.2 of the *Energy Retail Code*.
27. If we under-credit you for electricity supplied by you, we will credit the amount under-credited to the next bill issued to you after we become aware of the under-crediting.

Variation to Standard Feed-in Tariff

28. If, after the commencement of this *Contract*, our *Standard Feed-in Tariff* is varied in any way that affects this *Contract*, we will give you notice of the variation as soon as practicable and in any event that notice will be given no later than the date that your next bill and/or credit is issued after the variation occurs.

Force Majeure

29. If a *Force Majeure Event* occurs and either you or we breach this *Contract* due to this event only, the breach is to be dealt with on the basis specified in clause 18 of the *Energy Retail Code*.

Provision of Information

30. On request, we will provide you with reasonable information on any of our other feed-in tariff offers for which you are eligible. The information will be given within 10 business days of your request, and if you request, in writing.

31. We will retain your historical *Standard Feed-in Tariff Credit* data for a minimum of two years, whether or not this *Contract* and your *Electricity Supply Contract* may have terminated.
32. If you request historical data relating to this *Contract* we will process that request in the same manner as a request for historical data relating to a supply of electricity to you pursuant to clause 27.2 of the *Energy Retail Code*.

Your Obligations

33. You must:
 - (a) obtain and maintain all necessary licences, permits and/or approvals from all relevant authorities (including building and planning approvals) required for you to generate *Small Renewable Energy Generation Electricity*;
 - (b) maintain *Your Facility* (and all associated equipment) in good working and reliable order; and
 - (c) obtain prior written consent of the *Distributor* and *us* prior to making any changes to *Your Facility* (including operational, structural and functional changes), including any changes in *Your Facility's* generation capacity or the export capacity.

Complaints Procedure

34. Should you wish to make a complaint in relation to this *Contract* we will address your complaint in accordance with *our* complaints handling procedures as outlined in *our* Customer Charter. If you are not satisfied with the resolution you have the right to escalate the matter to a higher level within Momentum Energy or to Energy and Water Ombudsman of Victoria.

Termination of Contract

35. This *Contract* will continue until the earlier of the following:
 - (a) we are no longer your electricity retailer at *Your Premises*;
 - (b) you no longer occupy *Your Premises*;
 - (c) if you and *we* enter a new feed-in contract at *Your Premises*, the expiry of any cooling-off period in respect of the new feed-in contract;
 - (d) if this *Contract* is terminated because you want to enter a feed-in contract with another retailer at *Your Premises*, the date when the other retailer becomes responsible for the feed-in contract;
 - (e) if an *Electricity Supply Contract* is terminated with regard to supply to *Your Premises* having been disconnected, the date when you no longer have a right under *the Energy Retail Code* to be reconnected;
 - (f) you are no longer eligible for the *Scheme*;
 - (g) the *Scheme* is repealed or is materially amended;
 - (h) *Your Facility* is decommissioned or removed; or
 - (i) we terminate this *Contract* by notice to you as a result of you breaching any of your obligations under it and failing to remedy that breach within 10 business days of us giving you notice of that breach.
36. If this *Contract* is terminated, and you have not entered into a new feed-in contract with *us* or with another retailer, you must ensure that no *Renewable Energy Generation Electricity* is exported to the *Energy Distribution System* from *Your Facility* or *Your Premises*. We may take appropriate action (including arranging for the disconnection of the meter) to ensure that no *Renewable Energy Generation Electricity* is exported from *Your Facility*.

Liabilities

37. If you breach any aspect of this *Contract* we will seek to recoup on behalf of the *Distributor* any amount that you have obtained as a result of that breach. If you terminate this *Contract* we will not seek a termination fee. For the avoidance of doubt this does not limit *our* right to charge a termination fee in respect of your *Electricity Supply Contract* if applicable.

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38. You are responsible for *Your Facility* and its use. You agree that *we* will not be liable for any loss, damage or injury that may be caused by *Your Facility* or its use.
 39. You must install adequate protection devices to protect *Your Facility* from faults (including without limitation, power surges) on the *Energy Distribution System*. *We* will not accept liability for any loss or damage to *Your Facility* or for any injury.
 40. *We* are not responsible for any act, omission, default or negligence of any third party including the *Distributor*.
 41. To the extent permitted by law, you agree to:
 - (a) release *us* from any and all liability to you, including where that liability arises from a claim brought by you against the *Distributor*, in respect of losses, costs and damages suffered by you, including without limitation, a failure resulting from the negligence of a *Distributor*; and
 - (b) indemnify *us* in respect of any liability that *we* have to any *Distributor* or a third party for liabilities, losses, costs and damages suffered or incurred by that *Distributor* or third party as a result of the *Renewable Energy Generation Electricity* supplied by you under this *Contract*.

Charges We Will Pass on to You

42. From time to time, the State or Commonwealth Governments, *Distributors* or other industry participants may impose on *us* new or increased charges or taxes relating to the purchase of *Renewable Energy Generation Electricity* by *us* under this *Contract*. Consistent with the law, *we* may pass the liability for these charges or taxes onto you by providing you notice of any changes as soon as possible and, in any event, no later than the next energy account issued.

Miscellaneous

43. If *we* publish replacement General Renewable Energy Feed-in Terms and Conditions in accordance with the *Act* or as a result of future amendments to the *Scheme*, then those replacement terms and conditions apply under the *Contract* in place of these Terms and Conditions, with effect from when the replacement terms and conditions take effect.
 44. Subject to clause 43, the terms and conditions of this *Contract* may only be varied by agreement in writing between *us* and you.
 45. A notice, consent, document or other communication given by *us* under this *Contract* will be given in writing by hand, by fax, by mail or by e-mail.
 46.
 - (a) You must not assign your rights and obligations pursuant to this *Contract* without obtaining *our* prior written consent.
 - (b) If *we* wish to assign *our* rights and obligations pursuant to this *Contract* with you, *we* will first obtain *your* consent, unless the assignment forms part of the sale or transfer of all or substantially all of *our* retail business.
 47. You must notify *us* immediately if the generating capacity of your *Small Renewable Energy Generation Facility* changes. You acknowledge that you will no longer be eligible under the *Scheme* if the capacity of the facility becomes equal to or more than 100 kilowatts.
 48. You acknowledge that in order to be eligible under the *Scheme*, you must be a 'relevant generator' as defined in section 40F of the *Act* (being, in general terms, a licensed generator or a person who is exempt from being licensed). You must notify *us* immediately if you are no longer a relevant generator.
 49. You must inform *us* as soon as possible of any changes to your contact details.
 50. In the event of an inconsistency between these Terms and Conditions and the schedule, the schedule prevails.
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