



# Victoria Government Gazette

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## **Electricity Industry Act 2000**

AGL SALES PTY LIMITED (ABN 88 090 538 337)

This publication is pursuant to section 40G of the **Electricity Industry Act 2000**, which requires AGL Sales Pty Limited as relevant licensee to publish general renewable energy feed-in tariff scheme terms and conditions and is effective 1 September 2013.

The tariff applicable to customers who have accepted an Electricity Generation Feed-in Plan for Standard Feed-in Tariff on or after 1 January 2013: \$0.08 per kWh (GST exclusive).

Tariffs applicable to customers who have accepted an Electricity Generation Feed-in Plan for Standard Feed-in Tariff prior to 1 January 2013: refer to tariffs published in the Victoria Government Gazette (No. S183) on 1 June 2012 or on [agl.com.au](http://agl.com.au)

**SPECIAL**

**AGL Electricity Generation Feed-in Terms****1 ELIGIBILITY FOR THIS ELECTRICITY GENERATION FEED-IN PLAN****1.1 Feed-in Tariff Category eligibility**

1.1.1 The 'Premium Feed-in Tariff' Feed-in Tariff Category, as required to be offered by us under section 40FF of the Electricity Industry Act, is available to you in accordance with the following criteria:

- (a) your Electricity Generating Facility is:
  - (i) a solar photovoltaic generation facility which has an installed or name-plate generating capacity of 5 kilowatts or less;
  - (ii) in accordance with the Regulatory Requirements and the requirements of your Distributor, connected to the Distribution System in conjunction with the relevant Distributor's approved feed-in network tariff before the Premium Feed-in Tariff Scheme End Date;
- (b) if:
  - (i) you are a Residential customer, the Supply Address at which your Electricity Generating Facility is located is your principal place of residence; or
  - (ii) if you are a Business Customer or community organisation customer, your annual electricity consumption is 100 megawatt hours or less at the Supply Address at which your Electricity Generation Facility is located;
- (c) you have submitted all relevant documentation required by us and your Distributor before the Premium Feed-in Tariff Scheme End Date; and
- (d) the Meter at the Supply Address at which your Electricity Generating Facility is located is a Net Meter;

in which case:

- (e) we will provide Feed-in Credits in accordance with this Electricity Generation Feed-in Plan until the relevant date determined by the Regulatory Requirements.

1.1.2 The 'Retailer Feed-in Tariff' Feed-in Tariff Category is available to you in accordance with the following criteria:

- (a) your Electricity Generating Facility is a solar photovoltaic generation facility which has an installed or name-plate generating capacity of 5 kilowatts or less; and
- (b) you are not eligible, or choose not to enter into an agreement with us, for any other AGL Feed-in Tariff Category.

1.1.3 The 'Standard Feed-in Tariff' Feed-in Tariff Category, as required to be offered by us under section 40G of the Electricity Industry Act, is available to you in accordance with the following criteria:

- (a) your Electricity Generating Facility is either a:
    - (i) solar photovoltaic generation facility;
    - (ii) wind energy generation facility;
    - (iii) hydro energy generation facility;
    - (iv) biomass energy generation facility; or
    - (v) a facility or class of facility specified by Order in the Government Gazette as a small renewable energy generation facility;
- as defined in the Electricity Industry Act,

- (b) your Electricity Generating Facility has an installed or name-plate generating capacity of less than 100 kilowatts; and
  - (c) you accept this Electricity Generation Feed-in Plan on or after 1 January 2013; in which case:
  - (d) we will provide Feed-in Credits in accordance with this Electricity Generation Feed-in Plan until the relevant date determined by the Regulatory Requirements.
- 1.1.4 The ‘Transitional Feed-in Tariff’ Feed-in Tariff Category, as required to be offered by us under section 40FF of the Electricity Industry Act, is available to you in accordance with the following criteria:
- (a) your Electricity Generating Facility is:
    - (i) a solar photovoltaic generation facility which has an installed or name-plate generating capacity of 5 kilowatts or less;
    - (ii) in accordance with the Regulatory Requirements and the requirements of your Distributor, connected to the Distribution System in conjunction with the relevant Distributor’s approved feed-in network tariff before the Transitional Feed-in Tariff Scheme End Date;
  - (b) if:
    - (i) you are a Residential customer, the Supply Address at which your Electricity Generating Facility is located is your principal place of residence; or
    - (ii) if you are a Business Customer or community organisation customer, your annual electricity consumption is 100 megawatt hours or less at the Supply Address at which your Electricity Generation Facility is located;
  - (c) you have submitted all relevant documentation required by us and your Distributor; and
  - (d) the Meter at the Supply Address at which your Electricity Generating Facility is located is a Net Meter;
- in which case:
- (e) we will provide Feed-in Credits in accordance with this Electricity Generation Feed-in Plan from the Transitional Feed-in Tariff Scheme Start Date until the fifth anniversary of the Transitional Feed-in Tariff Scheme Start Date, or as otherwise determined by the Regulatory Requirements.

## **2 ABOUT YOUR AGL ELECTRICITY GENERATION FEED-IN PLAN**

### **2.1 AGL Electricity Generation Feed-in Plan**

- 2.1.1 These Electricity Generation Feed-in Terms, and any Electricity Generation Feed-in Offer we make which refers to them and incorporates them, form a contract between you and us (‘**Electricity Generation Feed-in Plan**’), under which we will credit or pay you for your Electricity Generation Export.
- 2.1.2 The terms of the Electricity Generation Feed-in Offer will prevail over these Electricity Generation Feed-in Terms to the extent of any inconsistency.
- 2.1.3 Any renewable energy certificates or small-scale technology certificates relevant to your Electricity Generation Export or Electricity Generation Facility are not part of this Electricity Generation Feed-in Plan.

### **2.2 Nature of Electricity Generation Feed-in Plan and acceptance**

- 2.2.1 We will provide Feed-in Credits in accordance with this Electricity Generation Feed-in Plan from the Commencement Date and for the Term of your Electricity Generation Feed-in Plan.

- 2.2.2 This Electricity Generation Feed-in Plan is only available to a person who:
- (a) is occupying a Supply Address in Victoria;
  - (b) is exporting or is proposing to export into the Distribution System, electricity generated by the Electricity Generating Facility listed in the Electricity Generation Feed-in Offer;
  - (c) purchases electricity from us under an Electricity Sale Contract with us for the Supply Address; and
  - (d) satisfies, and continues to satisfy, the eligibility requirements as specified in the Electricity Generation Feed-in Offer.
- 2.2.3 By accepting this Electricity Generation Feed-in Plan, you are unable to enter into bill smoothing arrangements with us in relation to your Electricity Sale Contract because bill smoothing is inconsistent with our ability to perform our obligation to provide you with Feed-in Credits in accordance with this Electricity Generation Feed-in Plan.
- 2.2.4 This Electricity Generation Feed-in Plan is only available for the Electricity Generating Facility listed in the Electricity Generation Feed-in Offer and is not transferable.
- 2.2.5 This Electricity Generation Feed-in Plan is only available where the Meter at the Supply Address at which your Electricity Generating Facility is located is suitable for your Feed-in Tariff Category. Please confirm the metering requirements for your Feed-in Tariff Category with us.
- 2.2.6 You are only eligible to receive the Transitional Feed-in Tariff or Premium Feed-in Tariff for one Electricity Generating Facility per Supply Address.
- 2.2.7 By accepting this Electricity Generation Feed-in Plan, you agree to be bound by the terms of the Electricity Generation Feed-in Offer and by these Electricity Generation Feed-in Terms.
- 2.2.8 If you already have a contract with us for credit or payment of Electricity Generation Export, entering into a new Electricity Generation Feed-in Plan replaces it in respect of that Electricity Generation Export from the Commencement Date of the new Electricity Generation Feed-in Plan.

## **2.3 Definitions and interpretation**

The glossary set out in clause 13 of these Electricity Generation Feed-in Terms provides the meanings of certain capitalised words used in this Electricity Generation Feed-in Plan and the rules of interpretation applying to this Electricity Generation Feed-in Plan.

## **3 COMMENCEMENT AND TERM**

### **3.1 Connection to Distribution System**

3.1.1 If you ask us to, we will request that your Distributor connect your Electricity Generating Facility to the Distribution System. We will ensure that we do this as soon as possible (and not later than one Business Day) after you agree to pay any connection charge required to be paid by you under this Electricity Generation Feed-in Plan (see clause 3.1.2 below) and, provide us with:

- (a) Acceptable Identification, if requested by us;
- (b) your contact details;
- (c) confirmation that the Meter at your Supply Address meets the requirements for your Feed-in Tariff Category;
- (d) if the Electricity Generating Facility is affixed to or forms part of a rental property, contact details for the property owner or the owner's agent;
- (e) all documentation required under electricity safety legislation;

- (f) confirmation that you have completed a solar connection form and entered into an agreement with your Distributor for the connection of your Electricity Generating Facility to the Distribution System (unless we arrange the connection on your behalf); and
  - (g) all other documentation reasonably required by us and the relevant Distributor, where applicable.
- 3.1.2 Any Distribution charges in relation to the connection of your Electricity Generating Facility to the Distribution System, to the extent that they are not recovered under your Electricity Sale Contract, will be charged at the relevant applicable price under your Electricity Sale Contract.

### **3.2 Commencement Date**

- 3.2.1 This Electricity Generation Feed-in Plan begins on the date you accept it, however our obligations under this Electricity Generation Feed-in Plan will not begin until the Commencement Date.
- 3.2.2 The Commencement Date under this Electricity Generation Feed-in Plan will be the date on or after the applicable Scheme Start Date on which all the following conditions are satisfied:
- (a) we have become Responsible for your Supply Address under a binding Electricity Sale Contract;
  - (b) your Electricity Generating Facility, in accordance with Regulatory Requirements and the requirements of your Distributor, is connected to the relevant Distribution System in conjunction with the relevant Distributor's approved feed-in network tariff, where applicable;
  - (c) the relevant cables and appliances for your Electricity Generating Facility are certified as complying with Regulatory Requirements and the requirements of your Distributor;
  - (d) if requested by us, you have provided to our satisfaction:
    - (i) Acceptable Identification, billing contact details, and information concerning your Electricity Generating Facility; and
    - (ii) where you are not the owner of the property, the consent of, or contact numbers for, the property owner or agent; and,
  - (e) you have given your explicit informed consent to entering into this Electricity Generation Feed-in Plan.

### **3.3 Term of Electricity Generation Feed-in Plan**

Your Electricity Generation Feed-in Plan ends on the earlier of:

- (a) any End Date specified in the Electricity Generation Feed-in Offer; or
- (b) the date on which this Electricity Generation Feed-in Plan ends, if terminated by you or us in accordance with clause 4.

## **4 TERMINATION**

### **4.1 When can you terminate this Electricity Generation Feed-in Plan?**

- 4.1.1 You may terminate this Electricity Generation Feed-in Plan at any time by letting us know by phone or in writing.
- 4.1.2 This Electricity Generation Feed-in Plan will end on the earlier of:
- (a) the date specified in your notice to us in accordance with clause 4.1.1;
  - (b) the date on which we receive your notice to us in accordance with clause 4.1.1; or
  - (c) if we terminate this Electricity Generation Feed-in Plan in accordance with clause 4.2, any date specified in the relevant subclause.

**4.2 When can we terminate this Electricity Generation Feed-in Plan?**

We may terminate this Electricity Generation Feed-in Plan if:

- (a) you enter into another contract with us for the sale by you of Electricity Generation Export at your Supply Address (in which case this Electricity Generation Feed-in Plan will end automatically on the date our obligations under that other contract commence);
- (b) you enter into a contract with another retailer for the sale by you of Electricity Generation Export (in which case this Electricity Generation Feed-in Plan automatically ends on the date the obligations of the other retailer commence under that other contract);
- (c) you vacate your Supply Address (in which case this Electricity Generation Feed-in Plan ends on the latter of either the date you vacate your Supply Address, or the date that you notify us in writing that you have vacated your Supply Address);
- (d) under the terms of our Electricity Sale Contract with you, your Supply Address is disconnected and you no longer have any right to be reconnected (in which case this Electricity Generation Feed-in Plan will end upon disconnection, or if a right to reconnection exists, upon expiry of that right);
- (e) you breach any of your obligations under the terms of this Electricity Generation Feed-in Plan and fail to remedy that breach within 10 Business Days of us giving you notice, specifying the breach and requiring it to be remedied (in which case this Electricity Generation Feed-in Plan will end at the expiry of that 10 Business Day period);
- (f) you cease to satisfy the eligibility requirements for your AGL Feed-in Tariff, as specified as such in clause 1 of these Electricity Generation Feed-in Terms and your Electricity Generation Feed-in Offer;
- (g) we are no longer required under Regulatory Requirements to publish an offer pursuant to which we will provide you with Feed-in Credits for Electricity Generation Export; or
- (h) your Electricity Sale Contract ends.

**4.3 Effect of termination**

Termination will not affect your or our obligation to pay any amount due at the date of termination, or any accrued rights or remedies that we or you may have under this Electricity Generation Feed-in Plan.

**5 DISCONNECTION****5.1 Disconnection**

5.1.1 We may disconnect your Supply of Electricity Generation Export (or request that your Distributor do so) if:

- (a) it is a necessary incident of exercising our right to disconnect the Supply of electricity to your Supply Address under the terms of your Electricity Sale Contract with us; or
- (b) it is required by Regulatory Requirements.

5.1.2 If we disconnect your Supply of Electricity Generation Export in accordance with clause 5.1.1, we may charge you a disconnection fee reflecting our direct costs arising from the disconnection (to the extent that those costs are not already being recovered by us under your Electricity Sale Contract).

**5.2 Reconnection**

If your Supply Address has been reconnected in accordance with the terms of your Electricity Sale Contract, we will arrange for your Supply of Electricity Generation Export to be reconnected on payment of a reconnection fee reflecting our direct costs arising from the disconnection and reconnection (to the extent that those costs are not already being recovered by us under your Electricity Sale Contract).

## **6 AGL FEED-IN TARIFF AND VARIATIONS**

### **6.1 Calculation of Feed-in Credit**

6.1.1 Your initial AGL Feed-in Tariff is set out in the Electricity Generation Feed-in Offer.

6.1.2 We will credit you for Electricity Generation Export during each Billing Period in accordance with the following formula:

$$\text{Feed-in Credit} = E \times T$$

Where:

Feed-in Credit = the amount which we will credit to your bill for the relevant Billing Period under your Electricity Sale Contract on account of Electricity Generation Export during that Billing Period,

E = the volume of Electricity Generation Export (in kWh) during that Billing Period, and

T = your AGL Feed-in Tariff current at that time (in cents per kWh).

6.1.3 We may deduct from the Feed-in Credit calculated in accordance with clause 6.1.2, any amounts which we are entitled to charge you under this Electricity Generation Feed-in Plan.

### **6.2 Change in Feed-in Tariff Category**

6.2.1 The continued application of a Feed-in Tariff Category to you, or to your Supply Address, will depend on whether you or your Electricity Generating Facility continue to satisfy the conditions applying to that category.

6.2.2 If a change occurs such that the eligibility requirements of your Feed-in Tariff Category are no longer met, then we may require you to transfer to another Feed-in Tariff Category under this Electricity Generation Feed-in Plan as a result of that change.

6.2.3 If you fail to inform us of such a change in eligibility, we may transfer you to the appropriate Feed-in Tariff Category when we become aware of that change. The new Feed-in Tariff Category will apply from the date that eligibility ceased to exist for your previous Feed-in Tariff Category, and we may recover from you any amount over credited by us as a result of that change.

### **6.3 Pass through of Distribution and Metering costs**

Any Distribution and Metering charges in relation to your Electricity Generating Facility or Electricity Generation Export, to the extent that they are not recovered under your Electricity Sale Contract, will be charged at the relevant applicable price under your Electricity Sale Contract. These costs can include, but are not limited to, any costs imposed in relation to the disconnection or reconnection of your Electricity Generating Facility and costs for the provision, maintenance or reading (including any special Meter reading) of electricity Meters at the Supply Address where your Electricity Generating Facility is located.

### **6.4 Administration costs**

6.4.1 We can charge you reasonable administration costs incurred by us in offering or servicing this Electricity Generation Feed-in Plan, which are the cost of:

- (a) labour or additional systems capability associated with administering the Electricity Generation Feed-in Plan;
- (b) administering the pass through of costs imposed by your Distributor and any Metering service provider; or
- (c) making a payment to you in accordance with clause 7.

6.4.2 We must inform you of the amount of the administration costs (if any) prior to your acceptance of the Electricity Generation Feed-in Offer.

**6.5 Tax changes and changes in Regulatory Requirements**

If an Increased Tax Cost Event or a change in Regulatory Requirements occurs during the Term of this Electricity Generation Feed-in Plan, and as a result we determine that there has been an increase in the direct or indirect costs to us to perform our obligations under this Electricity Generation Feed-in Plan, you must pay any additional amounts we notify to you as being necessary to compensate us for that increase.

**6.6 Variations**

6.6.1 We may vary the amount of the AGL Feed-in Tariff, however the AGL Feed-in Tariff as varied by us will not be less than any relevant minimum amount required to be offered by us under Regulatory Requirements.

6.6.2 We will give you prior notice of a variation under clause 6.6.1 by publishing a new AGL Feed-in Tariff in the Victoria Government Gazette and on our website at [agl.com.au](http://agl.com.au) prior to the date the variation is to take effect.

6.6.3 We will also give you written notice of a variation under clause 6.6.1 no later than in the first bill after the variation takes effect.

6.6.4 We may vary any other charges under this Electricity Generation Feed-in Plan that are not referenced to your Electricity Sale Contract by giving you prior written notice (which may consist of a message on your bill).

6.6.5 We may vary the charges referenced to your Electricity Sale Contract by following the procedure set out for doing so in your Electricity Sale Contract.

**6.7 Timing of variations**

6.7.1 A variation to your AGL Feed-in Tariff or any other charges under this Electricity Generation Feed-in Plan that are not referenced to your Electricity Sale Contract will take effect on the date specified in our notice given under either clause 6.6.1 or 6.6.4.

6.7.2 Any notice of variation will form part of this Electricity Generation Feed-in Plan from the effective date of the variation.

6.7.3 If the date on which an AGL Feed-in Tariff variation is to take effect occurs during a Billing Period, the Feed-in Credit for that Billing Period will be calculated using both the previous and new (as varied) AGL Feed-in Tariffs on a pro-rata basis in accordance with Regulatory Requirements.

**7 FEED-IN CREDITS AND PAYMENTS****7.1 Format and timing of Feed-in Credits**

The account summary set out in each bill issued by us under your Electricity Sale Contract for the Supply Address for each Billing Period will include the following:

- (a) your Feed-in Credit for the Billing Period;
- (b) your current charges for the Billing Period, being the charges payable under the Electricity Sale Contract and this Electricity Generation Feed-in Plan for the Billing Period; and
- (c) your account credit or debt balance, which is the amount that your account is in credit or debt at the end of the Billing Period, calculated as the sum of the balance carried forward from the previous Billing Period and the current charges for the Billing Period less the Feed-in Credit for the Billing Period.

**7.2 Calculation of bills**

7.2.1 Unless you provide your explicit informed consent for bills to be calculated in some other way, the amount of Electricity Generation Export will be derived from consecutive Meter Readings. Where Meter Readings are unavailable, it will be derived from estimates determined in accordance with Regulatory Requirements. We will use our Best Endeavours to ensure that your Meter is read at least once in any 12 month period.



- 7.2.2 In the event we obtain a Meter Reading after we have used an estimate to identify the amount of Electricity Generation Export, we will make any appropriate adjustment to your next bill.
- 7.2.3 If a bill issued by us under your Electricity Sale Contract has an account credit balance, subject to clauses 7.3 and 7.4, the account credit balance will be applied towards the next bill issued by us under the Electricity Sale Contract for the next Billing Period.
- 7.2.4 If a bill issued by us under your Electricity Sale Contract has a debt owing on the account, the debt owing is payable by you in accordance with the Electricity Sale Contract.
- 7.2.5 This clause 7 will operate subject to clause 12.3.6.

### **7.3 Solar Credit Balance Payment**

- 7.3.1 Subject to our Regulatory Requirements and this clause 7.3, we may pay you electricity account credit balance amounts, by cheque or electronic funds transfer, to the extent that the credit is due to amounts credited for solar electricity generation ('Solar Credit Balance Payment').
- 7.3.2 In order to be eligible to receive periodic Solar Credit Balance Payments for an electricity account:
  - (a) your electricity account must have an account credit balance of \$10 or greater at the time of payment;
  - (b) your account credit must be based on an actual meter read by your distributor;
  - (c) you must not be currently disputing a matter with us in relation to your accounts before an ombudsman; and
  - (d) if you have an overdue debt on another AGL account, we must have contacted you about this debt and agreed the particular terms on which we will pay you a periodic Solar Credit Balance Payment.
- 7.3.3 You may choose one of the following options for periodic payment by AGL of your Solar Credit Balance Payments. You may request that:
  - (a) we pay you periodic Solar Credit Balance Payments on an annual basis ('Annual Credit Balance Payment') in accordance with clause 7.3.7;
  - (b) we pay you a Solar Credit Balance Payment by electronic funds transfer after each electricity bill that has an account credit balance of \$10 or greater; or
  - (c) we do not pay you Solar Credit Balance Payments on a periodic basis.
- 7.3.4 Where you have elected not to receive a Periodic Solar Credit Balance Payment under clause 7.3.3(c), and an account credit balance appears on a bill issued by us under your Electricity Sale Contract, we will apply the credit in accordance with clause 7.2.3.
- 7.3.5 At any time your account has a credit balance of \$10 or more, you may request payment of your account credit balance (a 'Credit Balance Payment'), at no cost to you. A Credit Balance Payment must be the entire account credit balance at the time of the request. A Credit Balance Payment may be made by cheque and sent to the address to which bills are sent under your Electricity Sale Contract or by another payment method as determined by us from time to time.
- 7.3.6 We will not issue a Solar Credit Balance Payment or Credit Balance Payment if the credit balance is a result of an overpayment by you or us on your account.
- 7.3.7 If you choose to receive Annual Credit Balance Payments:
  - (a) you may select a date for your Annual Credit Balance Payments ('Solar Refund Date') by notifying us through AGL Energy Online or by calling 131 245.
  - (b) if you do not select a Solar Refund Date, we will select your Solar Refund Date based on the date you first become eligible for solar credits;

- (c) we will pay you a Solar Credit Balance Payment on the date of your first electricity bill after your Solar Refund Date if that bill has an account credit balance of \$10 or greater; and
- (d) you may notify us of your choice to receive Annual Credit Balance Payments:
  - (i) by cheque, in which case the cheque will be sent to the address to which your electricity bills are sent; or
  - (ii) by electronic funds transfer, in which case you agree that we may contact you to confirm your bank details.

#### **7.4 Final Credit Balance Payment**

Following termination of this Electricity Generation Feed-in Plan and your Electricity Sale Contract, we will pay you the amount of any account credit balance appearing on the last bill issued by us under your Electricity Sale Contract by cheque to an Australian postal address nominated by you, at no cost to you.

#### **7.5 Review of bills**

7.5.1 We will review a bill in relation to a Feed-in Credit at your request. Our review of your Feed-in Credit and bill will be in accordance with our Complaints Handling and Dispute Resolution Procedure outlined in clause 11.

7.5.2 If our review shows the Feed-in Credit and bill to be correct, you must pay the total amount due of any outstanding bill in full or request a Meter test under clause 7.6. If our review shows the bill to be incorrect, clause 7.7 will apply.

#### **7.6 Meter testing**

7.6.1 If you require your Meter to be tested after the completion of the review process under clause 7.5, we will refer you to the Distributor or Meter testing authority who will test the Meter at a charge for their services. You must pay us any relevant charge. We will give you a copy of the results of the test if the testing authority does not do so.

7.6.2 If the Meter is accurate, you will be responsible for paying the relevant charge and the full amount of your bill.

7.6.3 If the Meter is defective and favours you by more than the amount allowable in the Metering Standards, you must pay us any difference between the value of the metered Electricity Generation Export for which you received a Feed-in Credit and the value of the calculated actual Electricity Generation Export for which you should have received a Feed-in Credit (an 'over-credit'), and you will not be liable for any fee under clause 7.6.1. The over-credit, and any fee refund payable by us to you, will be applied as an adjustment to your next bill in accordance with clauses 7.7.2 and 7.7.3.

7.6.4 If the Meter is defective and favours us by more than the amount allowable in the Metering Standards, we will credit you any difference (if your account has been paid) between the value of the metered Electricity Generation Export for which you received a Feed-in Credit and the value of the calculated actual Electricity Generation Export for which you should have received a Feed-in Credit (an 'under-credit'), and we will reimburse any fee you are charged pursuant to clause 7.6.1. The under-credit, and any fee refund payable by us to you, will be applied as an adjustment to your next bill in accordance with clauses 7.7.5 and 7.7.6.

7.6.5 We reserve the right to carry out such tests on your Electricity Generating Facility which we deem to be reasonably necessary, including tests on your Electricity Generating Facility's anti-islanding features and tests on power output quality of its inverter.

**7.7 Errors in a Feed-in Credit**

- 7.7.1 If there are errors in your Feed-in Credits, or if we are informed of errors in the amount of Electricity Generation Export, we will adjust the amount of your next bill.
- 7.7.2 If a bill shows a Feed-in Credit in excess of that to which you are entitled (an 'over-credit'), the following procedure will apply:
- (a) where the over-credit results from a failure of our billing systems, we will only seek to adjust your bill by the amount over-credited in the nine months prior to your last bill (or, if we have not sent you a bill, prior to the date on which we notify you of the over-crediting); or
  - (b) subject to clause 7.7.4, in any other case we will only seek to adjust your bill by the amount over-credited in the 12 months prior to your last bill (or, if we have not sent you a bill, prior to the date on which we notify you of the over-crediting),
- and we will list the amount as a separate item in the bill for your next Billing Period, together with an explanation of the amount.
- 7.7.3 You will not be charged interest on any over-credited amount. If the adjustment for over-crediting results in you owing us money under your Electricity Sale Contract with us, you have the option of paying that amount in agreed instalments over a period at least equal to the period over which the over-crediting occurred.
- 7.7.4 If we have over-credited you as a result of fraud, or use of electricity otherwise than in accordance with this Electricity Generation Feed-in Plan or your Electricity Sale Contract, we may:
- (a) estimate the amount of Electricity Generation Export; and
  - (b) bill you or take debt recovery action for the amount you have been over-credited.
- 7.7.5 If a bill shows a Feed-in Credit less than that to which you are entitled (an 'under-credit'), we will:
- (a) inform you of the under-credit within 10 Business Days of our becoming aware of the error; and
  - (b) credit the additional amount on your next bill.
- 7.7.6 We are not obliged to pay you interest for any under-crediting.

**7.8 Access to Meter**

- 7.8.1 Subject to complying with any Regulatory Requirements, you must allow us or our representative safe, convenient and unhindered access to the place at which your Electricity Generating Facility is located, for the following purposes:
- (a) to read the Meter;
  - (b) for connection, disconnection, reconnection, maintenance and repair;
  - (c) to inspect or test the metering installation; and
  - (d) to otherwise assist us to comply with our obligations under this Electricity Generation Feed-in Plan or Regulatory Requirements.
- 7.8.2 You must advise us immediately if you become aware of any potential safety hazard at your Supply Address. You must provide us or our representative with any necessary protection against that hazard.

**7.9 Information about AGL Feed-in Tariffs**

On request, we will provide you with information on any AGL Feed-in Tariff we offer for Electricity Generation Export. We will provide that information within 10 Business Days of your request. If you request it, we will provide that information in writing.

## **8 INFORMATION, PRIVACY AND COMMUNICATION**

### **8.1 Information we require from you**

8.1.1 You must advise us promptly if :

- (a) there is any change in your contact details;
- (b) there is any change in access to the Meter;
- (c) there is any change in electrical wires or appliances which may affect the quality or safety of the Electricity Generation Export under this Electricity Generation Feed-in Plan;
- (d) you cease to be the registered proprietor of the Supply Address;
- (e) you carry out any changes to your Electricity Generating Facility; or
- (f) you cease to operate your Electricity Generating Facility at the Supply Address.

8.1.2 Our obligations under this Electricity Generation Feed-in Plan are subject to you providing us with this information and any other Personal Information we reasonably request from you.

8.1.3 You also authorise:

- (a) us, to request your electricity export data for the 12 months preceding your last Meter Reading from your Distributor; and
- (b) your Distributor, to release to us your electricity export data for the 12 months preceding your last Meter Reading.

### **8.2 How we use and disclose Personal Information about you**

8.2.1 We are committed to protecting your privacy and handling all Personal Information in accordance with the Privacy Act, other Regulatory Requirements and our Privacy Policy, which is available at [agl.com.au](http://agl.com.au) or on request.

8.2.2 In certain circumstances, we may be permitted or required by law to use or disclose Personal Information about you, including to your Distributor for the purposes of connecting your Electricity Generating Facility to the Distribution System and administering your Electricity Generation Feed-in Plan.

8.2.3 We may contact you as part of an audit to ensure that you have understood and consented to this Electricity Generation Feed-in Plan. We are committed to providing you with quality customer service, and we hope that you will assist us if we contact you.

### **8.3 Access to information**

8.3.1 We will provide you with access to Personal Information we hold about you on your request, unless we are permitted or required to refuse such access by any Regulatory Requirements (including the Privacy Act). If you wish to seek access to any of the Personal Information we hold about you, please contact us on 131 245.

8.3.2 Without limiting your rights under this clause, on request we will provide you with:

- (a) historical data regarding your Electricity Generation Export if available;
- (b) information about efficient energy consumption; or
- (c) information on any concessions, rebates or grants that may be available, and the eligibility requirements.

8.3.3 We will retain your historical data in relation to this Electricity Generation Feed-in Plan for at least two years, even if you transfer to another retailer.

8.3.4 Except where you request historical data in connection with the handling of a genuine complaint, we may impose an additional charge for the provision of historical data, but only where you have made more than one request in the previous 12 months or the data relates to a period prior to the preceding two years. We may also impose an

additional charge for the provision of historical data, where you request that data after we cease to be your retailer.

- 8.3.5 We will use Best Endeavours to provide historical billing data within 10 Business Days of your request.

#### **8.4 Means of communication**

- 8.4.1 Except where a particular method of communication is specified in this Electricity Generation Feed-in Plan or required under Regulatory Requirements, any communication between us and you under this Electricity Generation Feed-in Plan may be in person, in writing, by telephone, or by electronic means such as email.
- 8.4.2 Any communication under this Electricity Generation Feed-in Plan or Regulatory Requirements required to be in writing may be made by mail, facsimile, or any electronic means capable of generating a delivery confirmation report.

### **9 YOUR OBLIGATIONS**

#### **9.1 General obligations**

Our obligations under this Electricity Generation Feed-in Plan are subject to you complying with the following requirements:

- (a) you must comply with the Electricity Distribution Code and must give effect to any of the Distributor's rights under that Code;
- (b) you must have a valid and enforceable agreement with your Distributor regarding the connection of your Electricity Generating Facility to the relevant Distribution System;
- (c) you must not tamper with or bypass, or permit anyone else to tamper with or bypass, the Meter or associated equipment;
- (d) you must provide us with 14 Business Days prior notice if you intend to alter the installed or name-plate generating capacity of your Electricity Generating Facility; and
- (e) you must comply with all requirements of your Distributor, and of the Regulatory Requirements regarding the ongoing connection of your Electricity Generating Facility and Electricity Generation Export.

#### **9.2 Protection and maintenance of your Supply**

To enable reliable and safe Supply of Electricity Generation Export from your Supply Address, you must:

- (a) use your Best Endeavours to keep the electrical installations at your Supply Address and your Electricity Generating Facility in safe condition;
- (b) use your Best Endeavours to protect our and the Distributor's equipment from damage and interference;
- (c) provide safe, convenient and unhindered access to enable work on the Distribution System to be carried out;
- (d) not allow a person other than an accredited electrical installer to perform work on an electrical installation; and
- (e) not interfere or allow someone to interfere with the Distribution System which delivers electricity to the Supply Address, or with any Meters at the Supply Address.

#### **9.3 If you are not the owner of the Supply Address**

If you are not the owner of the Supply Address, you might not be able to fulfil some of your obligations under this Electricity Generation Feed-in Plan. Therefore, we may require you to request that the owner fulfil those obligations on your behalf. Our obligations to you are conditional on the owner agreeing to fulfil those obligations on your behalf.

**10 INTERRUPTIONS AND SUPPLY STANDARDS****10.1 Force Majeure Event**

- 10.1.1 If a Force Majeure Event results in either party being in breach of this Electricity Generation Feed-in Plan, the obligations of each party will be suspended to the extent they are affected by the Force Majeure Event for the duration of the Force Majeure Event, except any obligations to pay money.
- 10.1.2 The party affected by the Force Majeure Event must use its Best Endeavours to give the other party prompt notice and full details about the Force Majeure Event. They must also give an estimate of its likely duration, the obligations affected by it, the extent it affects those obligations and steps taken to minimise, overcome or remove those effects.
- 10.1.3 For the purposes of clause 10.1.2, and only if the Force Majeure Event is widespread, our requirement to give you prompt notice is satisfied if we make the necessary information available by way of providing a 24 hour telephone service within 30 minutes of being advised of the Force Majeure Event, or otherwise as soon as practicable.
- 10.1.4 The party affected by the Force Majeure Event must use its Best Endeavours to minimise, overcome or remove the Force Majeure Event as quickly as practicable. However, this does not require either party to settle any industrial dispute.

**10.2 Supply standards and interruptions**

- 10.2.1 As your retailer we do not control or operate the Distribution System which accepts Electricity Generation Export. We also cannot control the quality, frequency and continuity of acceptance of Electricity Generation Export.
- 10.2.2 We, or the Distributor, may cease your Electricity Generation Export for maintenance or repair, for installation of a new connection, in an Emergency, for health and safety reasons, or due to any circumstances beyond our or the Distributor's reasonable control.

**10.3 Notice of work**

- 10.3.1 If we, or the Distributor, wish to inspect, repair, test or provide maintenance to the Distribution System at your Supply Address, we will give you prior notice except in the case of Emergency, suspected illegal use, or routine Meter replacements.
- 10.3.2 If the work relates to planned maintenance, we will give you at least four days notice. In any other case, we will give you at least 24 hours notice.

**11 COMPLAINTS AND DISPUTE RESOLUTION**

You may make a complaint to us about any decision we have made in connection with this Electricity Generation Feed-in Plan. We will address your complaint and try to resolve it as quickly as possible in accordance with our Complaints Handling and Dispute Resolution Procedure. The AGL Complaints Handling and Dispute Resolution Procedure is available at [agl.com.au](http://agl.com.au) or on request.

**12 GENERAL****12.1 Our liability**

- 12.1.1 Title in all Electricity Generation Export will pass to us at the point at which that Electricity Generation Export enters the relevant Distribution System.
- 12.1.2 We give no warranties, representations or conditions about the capacity or suitability of the relevant Distribution System to accept Electricity Generation Export.
- 12.1.3 We exclude all liability for any claims, damages or losses you may suffer as a result of the relevant Distribution System failing to accept Electricity Generation Export.
- 12.1.4 Nothing in this Electricity Generation Feed-in Plan varies or excludes in any way the operation of section 117 of the Electricity Industry Act, or section 78 of the National Electricity Law.

**12.2 Assignment**

12.2.1 This Electricity Generation Feed-in Plan is personal to you and cannot be assigned by you to anyone else.

12.2.2 We can only assign this Electricity Generation Feed-in Plan:

- (a) with your consent;
- (b) where we are transferring our obligations under this Electricity Generation Feed-in Plan to another company in the AGL Group; or
- (c) where we are transferring to a third party all or substantially all of our retail business.

**12.3 GST**

12.3.1 Unless expressly stated otherwise, all amounts payable or the value of other consideration provided in respect of Supplies made or received in relation to this Electricity Generation Feed-in Plan are expressed as being exclusive of GST (if any).

12.3.2 If a GST is levied or imposed on any Supply made (or deemed to have been made) under or in accordance with this Electricity Generation Feed-in Plan, the amounts payable or the value of the consideration provided for that Supply (or deemed Supply) ('Payment') shall be increased by such amount as is necessary to ensure that the amount of the Payment net of GST is the same as it would have been prior to the imposition of GST.

12.3.3 Where any amount is payable as a reimbursement, indemnification or similar payment calculated by reference to a loss, cost, expense or other amount incurred, then that amount must be reduced by any input tax credit available to that party and, if a taxable supply, must be increased by the GST payable in relation to the supply and a tax invoice will be provided by the party being reimbursed or indemnified.

12.3.4 Subject to clause 12.3.6, all GST payable shall be payable at the time any payment to which it relates is payable. Where any GST payable is not referable to an actual payment then it shall be payable within 10 days of a tax invoice being issued by the party making the Supply.

12.3.5 Subject to clause 12.3.6, where in relation to this Electricity Generation Feed-in Plan a party makes a taxable supply, that party shall provide a tax invoice in respect of that supply before the GST payable in respect of that supply becomes due.

12.3.6 If you are registered, or required to be registered for GST, then you and we agree that:

- (a) we, and not you, will issue recipient created tax invoices in respect of all Electricity Generation Export under this Electricity Generation Feed-in Plan; and
- (b) we will notify you, or you will notify us, if either you or we cease to be registered for GST.

12.3.7 Terms defined in **A New Tax System (Goods and Services Tax) Act 1999** of Australia have the same meaning when used in this clause.

**12.4 Waiver and variation**

12.4.1 Except as otherwise provided in this Electricity Generation Feed-in Plan, a right created under this Electricity Generation Feed-in Plan may not be waived except in writing signed by the party granting the waiver.

12.4.2 You provide your explicit informed consent that this Electricity Generation Feed-in Plan may be varied on and from a specified date if:

- (a) we give you not less than 28 days written notice of the variation to the terms;
- (b) the proposed variation is not prohibited by Regulatory Requirements; and

- (c) you do not notify us of your intention to terminate this Electricity Generation Feed-in Plan in accordance with clause 4.1 before the variation takes effect.

12.4.3 You provide your explicit informed consent that despite clause 12.4.2, by written notice to you, we may vary this Electricity Generation Feed-in Plan to the extent necessary to comply with any change in any Regulatory Requirements.

## 12.5 Applicable law

12.5.1 This Electricity Generation Feed-in Plan shall be governed by the laws of Victoria.

12.5.2 We and you submit to the non-exclusive jurisdiction of the courts of Victoria.

## 13 GLOSSARY OF TERMS

### 13.1 Definitions

In this Electricity Generation Feed-in Plan unless the context otherwise requires:

**Acceptable Identification** means:

- (a) where you are a Domestic Customer, one or more of the following:
  - (i) a driver's licence;
  - (ii) a current passport or other form of photographic identification;
  - (iii) a Pensioner Concession Card or current entitlement card issued by the Commonwealth of Australia; or
  - (iv) a birth certificate;
- (b) where you are a Business Customer that is a sole trader or partnership, one or more of the forms of identification for a Domestic Customer for each of the individuals that conduct the business; and
- (c) where you are a Business Customer that is a company, includes the company's Australian Company Number or Australian Business Number;

**AGL Feed-in Tariff** means the Feed-in Tariff Category specified as such in the Electricity Generation Feed-in Offer, and published in the Victorian Government Gazette and on our website, as varied by us from time to time in accordance with these Electricity Generation Feed-in Terms;

**AGL Group** means AGL Energy Limited (ABN 74 115 061 375) and its related bodies corporate (as that term is defined in the **Corporations Act 2001**) and for the avoidance of doubt, for the purposes of this Electricity Generation Feed-in Plan includes any partnership where the partners are related bodies corporate of AGL Energy Limited;

**Best Endeavours** means to act in good faith and use all reasonable efforts, skill and resources;

**Billing Period** means the length of the period covered by each bill issued by us in accordance with the terms of your Electricity Sale Contract for the Supply Address;

**Business Customer** means a person entering into a Electricity Generation Feed-in Plan who is not a Residential Customer;

**Business Day** means a day other than a Saturday, a Sunday or a public holiday in Victoria, as defined by Regulatory Requirements;

**Commencement Date** means the day on which our obligations under this Electricity Generation Feed-in Plan begin, as defined in clause 3.2.2;

**Commercial Generation** means the generation of electricity by an Electricity Generating Facility that is not principally for use by you at the Supply Address;

**Complaints Handling and Dispute Resolution Procedure** is the procedure we have in place from time to time regarding any complaint you may make to us about your Electricity Generation Feed-in Plan or Electricity Generation Export;

**Distribution System** means a network of pipes or wires, Meters and controls used to supply electricity, or which a Distributor uses to transport electricity for supply to customers;



**Distributor** means the person licensed to distribute electricity by means of pipes or wires, including to provide related services;

**Electricity Generating Facility** means the generating facility specified in the Electricity Generation Feed-in Offer;

**Electricity Generation Export** means the electricity generated by your Electricity Generating Facility and exported into the relevant Distribution System by you at your Supply Address, net of any electricity consumption at your Supply Address;

**Electricity Generation Feed-in Offer** means the letter or other document provided to you by us that refers to and incorporates these Electricity Generation Feed-in Terms and sets out certain details of your Electricity Generation Feed-in Plan, referred to in these Electricity Generation Feed-in Terms, and including eligibility for your AGL Feed-in Tariff;

**Electricity Generation Feed-in Plan** means these Electricity Generation Feed-in Terms and the Electricity Generation Feed-in Offer that refers to and incorporates them;

**Electricity Generation Feed-in Terms** means these terms and conditions;

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

**Electricity Sale Contract** means a contract for the sale of electricity by us to you at the Supply Address;

**Emergency** means an emergency due to the actual or imminent occurrence of an event which in any way endangers or threatens to endanger the safety or health of any person or which destroys or damages, or threatens to destroy or damage any property;

**End Date** means the date (if any) specified as such in the Electricity Generation Feed-in Offer;

**Feed-in Credit** means the amount which we will credit you for Electricity Generation Export in accordance with clause 6;

**Feed-in Tariff Category** means a category or subcategory of AGL Feed-in Tariffs determined and published by us from time to time, including without limitation, Premium Feed-in Tariff, Retailer Feed-in Tariff, Standard Feed-in Tariff or Transitional Feed-in Tariff;

**Force Majeure Event** means an event outside our or your reasonable control;

**Increased Tax Cost Event** means where a new Tax is imposed or the basis for imposing or calculating any existing Tax changes, and includes a change to the interpretation of any law related to a Tax;

**Meter** means an instrument that measures the quantity of electricity passing through it and includes associated equipment attached to the instrument to control or regulate the flow of electricity;

**Meter Reading** means:

- (a) figures or other information shown on a Meter register or instrument either read or collected directly or transmitted or transformed by electronic, radio, microwave, sonic or other means; or
- (b) the process of collecting figures or other information from a Meter either directly or through being transmitted or transformed by electronic, radio, microwave, sonic or other means;

**Metering Standards** means the relevant Regulatory Requirements standards which:

- (a) regulate the basis for the installation of new Meters and the operation and maintenance of new and existing Meters at your Supply Address;
- (b) establish rights and obligations with respect to metered data; and
- (c) includes relevant or prescribed industry codes or standards;

**National Electricity Law** means the laws set out in the schedule to the **National Electricity (South Australia) Act 1996** (SA) as in force from time to time under the **National Electricity (Victoria) Act 1997** (Vic.);

**Net Meter** means a bi-directional Meter that measures two-way Electricity flows and records them on a half hourly basis;

**Non-Commercial Generation** means the generation of electricity by an Electricity Generating Facility that does not constitute Commercial Generation;

**Personal Information** means information or opinion about you from which your identity is apparent or can reasonably be ascertained;

**Premium Feed-in Tariff** means the AGL Feed-in Tariff required to be offered by us under section 40FA of the Electricity Industry Act, and may include an additional amount paid by us, as specified in the Electricity Generation Feed-in Offer and as varied in accordance with these Electricity Generation Feed-in Terms;

**Premium Feed-in Tariff Scheme End Date** means the date on which it is declared the Premium Feed-in Tariff scheme has reached capacity or a date otherwise determined by the Regulatory Requirements;

**Privacy Act** means the **Privacy Act 1988** (Cth);

**Regulatory Requirements** means any Commonwealth, State or local government legislation including acts of parliament, regulations, by-laws or other subordinate legislation, judicial, administrative or regulatory decrees or orders, or any mandatory approvals and guidelines, including industry standards or administrative interpretations of them, as may be in force and as amended from time to time;

**Residential Customer** means a person entering into a Electricity Generation Feed-in Plan who, under their Electricity Sale Contract with us, purchases electricity principally for personal, household or domestic use at their relevant Supply Address;

**Responsible** means where a retailer is responsible for the electricity Supplied to a Supply Address for the purposes of settlement of the relevant wholesale electricity market;

**Retailer Feed-in Tariff** means the AGL Feed-in Tariff we may elect to offer you where the relevant Regulatory Requirements do not require us to offer you a feed-in tariff, as specified in the Electricity Generation Feed-in Offer in accordance with eligibility requirements, and as varied in accordance with these Electricity Generation Feed-in Terms;

**Standard Feed-in Tariff** means the AGL Feed-in Tariff required to be offered by us under section 40G of the Electricity Industry Act, as specified in the Electricity Generation Feed-in Offer in accordance with eligibility requirements, and as varied in accordance with these Electricity Generation Feed-in Terms; or

**Supply** means the sale of electricity (including Electricity Generation Export) and any related services;

**Supply Address** means the address at which you purchase electricity from us under an Electricity Sale Contract, and at which your Electricity Generating Facility is located;

**Tax** means any present or future royalty, tax, levy, impost, deduction, carbon tax or greenhouse gas emission tax (or similar tax), assessment, reduction, charge, excise, fee, withholding or duty of any nature imposed by any government, or any governmental, semi-governmental or other body authorised by the law (other than a tax imposed on our overall net income);

**Term** means the period commencing on the Commencement Date and ending in accordance with clause 3.3 of these Electricity Generation Feed-in Terms;

**Transitional Feed-in Tariff** means the AGL Feed-in Tariff required to be offered by us under section 40FF of the Electricity Industry Act, and may include an additional amount paid by us, as specified in the Electricity Generation Feed-in Offer and as varied in accordance with these Electricity Generation Feed-in Terms;

**Transitional Feed-in Tariff Scheme End Date** means the date on which it is declared the Premium Feed-in Tariff scheme has reached capacity or a date otherwise determined by the Regulatory Requirements;

**Transitional Feed-in Tariff Scheme Start Date** means the commencement date of the Victorian Government Transitional Feed-in Tariff scheme.

### 13.2 Interpretation

In this Electricity Generation Feed-in Plan, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of this Electricity Generation Feed-in Plan;
  - (b) words importing the singular include the plural and vice versa;
  - (c) words importing a gender include any gender;
  - (d) all references to 'include' or 'including' are non-exhaustive and do not imply any limitation;
  - (e) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporation and any governmental agency;
  - (f) a reference to a clause, schedule, appendix or section is to a clause, schedule, appendix or section of this Electricity Generation Feed-in Plan;
  - (g) a reference to terms of an offer or agreement is to all terms, conditions and provisions of the offer or agreement;
  - (h) a reference to any statute, regulation, proclamation, order in council, ordinance, by-law or rule, includes all statutes, regulations, proclamations, orders in council, ordinances, by-laws or rules varying, consolidating, re-enacting, extending or replacing them. A reference to a statute includes all regulations, proclamations, orders in council, ordinances, by-laws or rules issued under that statute;
  - (i) a reference to a document or a provision of a document includes an amendment or supplement to, or replacement or novation of, that document or that provision of that document;
  - (j) a reference to a person includes that person's executors, administrators, successors, substitutes (including without limitation, persons taking by novation) and permitted assigns;
  - (k) a reference to a person includes that person's officers, employees, contractors, agents or other representatives;
  - (l) when capitalised, grammatical forms of a word or phrase defined in this Electricity Generation Feed-in Plan have a corresponding meaning;
  - (m) a period of time which:
    - (i) dates from a given day or the day of an act or event is to be calculated exclusive of that day, or
    - (ii) commences on a given day or the day of an act or event is to be calculated inclusive of that day; and
  - (n) an event which is required under this Electricity Generation Feed-in Plan to occur on or by a stipulated day which is not a Business Day may occur on or by the next Business Day.
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