



Victoria Government Gazette

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Electricity Industry Act 2000

ORIGIN ENERGY ELECTRICITY LTD ABN 33 071 052 287

Terms and Conditions for Feed-In Tariffs – Victoria

The terms and conditions for Origin's General Renewable Energy Feed-In Tariff Agreement are published in accordance with section 40G of the **Electricity Industry Act 2000** and are effective 2 months from the date of this notice.

This Agreement is between Origin Energy Electricity Limited (ABN 33 071 052 287) (referred to as '**us**', '**we**' or '**our**') and the customer specified in the Schedule (referred to as '**you**' or '**your**').

1. ABOUT THIS AGREEMENT

1.1 This Agreement covers the sale of the Export Electricity by you to us at your Supply Address in Victoria.

2. HOW THIS AGREEMENT APPLIES TO YOU

2.1 This Agreement applies to you if:

- (a) you have an Electricity Agreement with us;
- (b) you meet the Eligibility Requirements for a Feed-in Tariff Scheme; and
- (c) your Unit is connected to the National Electricity Market.

3. WHEN THIS AGREEMENT STARTS AND ENDS

3.1 This Agreement starts once:

- (a) we receive your completed Schedule, or
- (b) you agree to the terms over the phone or online.

3.2 This Agreement ends when you or we end it (see clause 12).

3.3 Our obligation to pay you for the Export Electricity under this Agreement starts after both this Agreement has started and once:

- (a) your Unit is connected to the Distributor's distribution system; and
- (b) if required by the Distributor, your national metering identifier has been assigned the relevant network tariff code applying to your Unit and your Distributor has advised us it has done so.

4. CONNECTING YOUR UNIT

4.1 If you ask us to, we'll ask your Distributor to connect your Unit to its distribution system. We'll do so no later than one Business Day after we receive all the documentation required under the **Electricity Safety Act 1998** and any other information and documentation we or the Distributor reasonably request from you.

5. YOUR OBLIGATIONS

5.1 You must sell to us (or anyone else we direct) all Export Electricity at the Connection Point:

- (a) at the voltage and quality requirements specified by the Distributor in the network connection agreement between you and the Distributor; and
- (b) in accordance with the terms of this Agreement.

5.2 You must comply with the Regulatory Requirements that apply to you.

5.3 You must ensure that your Unit is installed, maintained and operated so that it doesn't and isn't likely to cause any damage or loss to us or any third party, and only allow appropriately qualified people to perform work on your Unit.

SPECIAL

- 5.4 You must make sure:
- (a) your name, Supply Address and contact details are correctly set out in the Schedule;
 - (b) any other contact details you give us are correct; and
 - (c) you let us know if any information you've given us changes.
- 5.5 You must notify us at least 3 weeks before any change to the generating capacity of your Unit is made.

6. WHAT WE HAVE TO PAY

- 6.1 We must pay you a Feed-in Tariff for all Export Electricity sold to us in accordance with this Agreement.
- 6.2 The Feed-in Tariff may vary as described in the Schedule. We'll let you know as soon as practicable of any variation and, in any event, no later than your next electricity bill.
- 6.3 We'll determine the amount of Export Electricity sold to us based on readings of the meter. Where we can't reasonably or reliably do so, we don't have to pay you the Feed-in Tariff until the Distributor estimates the Export Electricity in accordance with the Regulatory Requirements.
- 6.4 From time to time, we may choose to pay you an Additional Feed-in Tariff for the Export Electricity. If we pay you an Additional Feed-in Tariff then we may vary or withdraw it at any time by notice to you. The notice will be provided as soon as practicable and, in any event, no later than your next electricity bill.
- 6.5 If you ask us to, we'll provide you with reasonable information on the Feed-in Tariff and/or the Additional Feed-in Tariff. We'll do so in writing if you ask us to and within 10 Business Days of your request.
- 6.6 If we vary the Feed-in Tariff or Additional Feed-in Tariff during a Billing Period, we may calculate the amount we owe you for the Export Electricity in that period on a pro-rata basis.

7. METERING

- 7.1 If you have multiple generation units installed at the Supply Address, you must ensure that they are separately metered from your Unit.
- 7.2 You must give us and any other relevant people (including your Distributor and the Responsible Person) (and any of our or their representatives) safe, convenient and easy access to your Unit and the meter at the Supply Address so the meter can be read and for maintenance, repair, connection and disconnection of your Unit and meter. The representatives must carry official identification and show it to you if you ask.
- 7.3 We will use our best endeavours to ensure that the meter is read at least once in any 12 month period. We will not be in breach of this clause if we can't read the meter because you don't provide the access required by clause 7.2 or as a result of any other event outside our control.

8. OUR OBLIGATIONS

- 8.1 We'll keep your historical payment or crediting data ('**data**') for at least two years after the end of the Billing Period to which it relates, even if this Agreement or the Electricity Agreement has ended. You may ask us for copies of the data and we'll use our best endeavours to provide it to you within 10 Business Days, or such other period as we agree with you. If you request data for a period more than 2 years ago or more than once in any 12 month period, we may require you to pay a reasonable charge.

9. ADDITIONAL COSTS YOU HAVE TO PAY

- 9.1 You must pay us the following costs:
- (a) any charges imposed under the National Electricity Rules in respect of the generation and export of the Export Electricity; and
 - (b) any taxes (including GST), duties, imposts, levies, regulated charges, costs, fees and charges that we have to pay (directly or indirectly) if we sell and supply goods and services to you under this Agreement; and
 - (c) any amounts arising from clause 20.4.
- 9.2 If you ask us to, we'll let you know the amount of any costs payable by you under this clause 9 before you enter this Agreement. If the amount of any cost is not known at that time, we'll let you know that amount as soon as practicable.

10. BILLING AND PAYMENT

- 10.1 For the relevant Billing Period we'll include the following amounts on bills issued to you under the Electricity Agreement:
- (a) the amount we owe to you for the Export Electricity, being the Feed-in Tariff plus any Additional Feed-in Tariff, multiplied by the amount of Export Electricity sold to us during the Billing Period; and
 - (b) any amounts you owe to us under this Agreement.
- 10.2 We'll pay any amount we owe you under this Agreement by crediting that amount against the GST-inclusive amount payable by you under a bill issued by us under the Electricity Agreement.
- 10.3 You must pay any amount owing by you under a bill in accordance with the Electricity Agreement.
- 10.4 If your bill is in credit and you ask us to, we'll pay you the credit amount by electronic funds transfer or cheque. We recommend you ask us to pay you any credit amount at least once every 12 months.

11. REVIEWING YOUR BILL

- 11.1 Please review your bills carefully. If you believe there are any issues with a bill, such as an incorrect Feed-in Tariff, please let us know as soon as you can. Alternatively, if you'd like us to review your bill, just ask – again, be sure to do so as soon as you can. We'll let you know the result in accordance with our standard complaints and dispute resolution procedures (see clause 16 for more details). While your bill is being reviewed, you'll still need to pay any amount we ask you to (in accordance with the Regulatory Requirements) by the due date of the bill. You must also pay any future bills by the due date of those bills.
- 11.2 You can ask to have your meter tested as part of the review. If the test finds that the meter or meter data is not faulty or incorrect you must pay the cost of the meter test.
- 11.3 If the review finds the bill is correct, you must pay the unpaid amount. If the review finds the bill is incorrect, we'll correct the bill under review. Unless the exception below applies, if we have overpaid or over credited you any amount associated with the Export Electricity, you'll only have to pay back the amounts overpaid or over credited in the nine months before we notify you of the overpayment or over crediting. The exception is if the overpayment or over crediting was because of your fault or unlawful act or omission, we can recover all amounts overpaid or over credited.
- 11.4 If we have underpaid or under credited you any amount associated with the Export Electricity, we'll credit this amount on the next electricity bill issued to you under the Electricity Agreement in accordance with the Regulatory Requirements, along with an explanation of the amount.

12. ENDING THIS AGREEMENT

- 12.1 You can end this Agreement at any time.
- 12.2 This Agreement will end:
- (a) if you transfer your electricity supply at your Supply Address to another retailer – on the day your Supply Address transfers to the other retailer; or
 - (b) if your Supply Address is disconnected and you don't have a right to be reconnected – 10 Business Days after disconnection; or
 - (c) if you enter into a new Feed-in Tariff agreement with us for the Supply Address – on the later of when the new agreement starts or any cooling off period for that agreement expires.
- 12.3 This Agreement will also end:
- (a) by notice from us to you with effect from the Scheme End Date (if applicable). We will try to give you notice in advance of the Scheme End Date; or
 - (b) immediately on notice from us to you if you cease to meet the Eligibility Requirements.
- 12.4 Ending this Agreement doesn't:
- (a) affect your or our accrued rights or obligations under the Agreement; or
 - (b) end your Electricity Agreement.

13. CHANGING THIS AGREEMENT

- 13.1 This Agreement can be varied:
- (a) by us publishing an amendment or replacement agreement in accordance with the Act; or
 - (b) by agreement in writing between you and us; or
 - (c) by notice from us to you where we reasonably believe the variation is needed in connection with a change in the Regulatory Requirements.

14. INDEMNITY AND LIABILITY

- 14.1 You indemnify us if we or any third party suffer any loss or damage in connection with or arising out of your breach of this Agreement or negligence.
- 14.2 We're not liable to you under this Agreement for:
- (a) any claims, damages or losses you suffer as a result of the relevant Distributor's distribution system failing to accept the Export Electricity or your Unit failing to generate any Export Electricity; or
 - (b) any loss or damage in connection with or arising out of this Agreement, except where we breach this Agreement or are negligent.
- 14.3 This clause 14 survives the termination or expiry of this Agreement.

15. EVENTS BEYOND YOUR OR OUR CONTROL

- 15.1 The Impacted Person will be excused for not meeting or performing its obligations during the time and to the extent that Force Majeure prevents it from doing so (other than an obligation to pay money).
- 15.2 The Impacted Person must:
- (a) try to remove, overcome or minimise the effects of Force Majeure as soon as it can; and
 - (b) give the other party prompt notice, including any information required by the Regulatory Requirements.
- 15.3 If the effects of such an event are widespread, we may give you prompt notice by making the necessary information available on a 24 hour telephone service. We'll try to do this within 30 minutes of becoming aware of the event or otherwise as soon as practicable.

16. CUSTOMER SERVICE AND COMPLAINTS

16.1 If you have an enquiry, complaint or dispute, including in relation to your bill, please contact us. We'll handle your complaint and let you know the outcome of it, in accordance with our standard complaints and dispute resolution procedures which you can find at www.originenergy.com.au and which are based on the relevant Australian standard on complaints handling. You can also ask us to send you a copy.

17. ASSIGNMENT OR NOVATION

17.1 You may not assign, transfer or novate this Agreement without our consent.

17.2 You agree we may:

(a) assign, transfer or novate this Agreement; and/or

(b) transfer you as a customer,

to any of our related bodies corporate or as part of the transfer of a substantial number of our customers to a third party. You'll be notified of any assignment, transfer or novation.

18. WARRANTIES AND RIGHTS

18.1 To the extent permitted by law, the only warranties we give under this Agreement are those that are expressly set out in the Agreement.

18.2 If any part of this Agreement is unlawful, unenforceable or invalid, that part will not apply, but the rest of the Agreement will continue unchanged.

19. NOTICES

19.1 Unless the Regulatory Requirements require notice to be given in a different way, we'll give you notice in writing:

(a) personally;

(b) by post. We'll consider that you've received the notice on the second Business Day after we post it;

(c) by email. We'll consider that you've received the email the day after we send it to the email address you provided;

(d) by a message on your bill; or

(e) by sending you an electronic message (eg email or SMS) letting you know that we are making a change or notifying you about something to do with your account or this Agreement and where you can find details of it (eg our website). We'll only do this if it's reasonable in the circumstances and not prohibited by the Regulatory Requirements.

19.2 We'll use the contact details in the Schedule or other contact details you give us, but if we can't contact you using these details (eg a notice is returned to us), we may send the notice to the Supply Address and you'll be deemed to have received it.

20. TAXES

20.1 You must provide a valid ABN to us at the time you enter this Agreement, if you have one, in respect of any Feed-in Tariff and Additional Feed-in Tariff we pay to you in respect of the Export Electricity;

20.2 If either:

(a) you have not provided us with a valid ABN; or

(b) the ABN you have previously provided to us is not valid for any reason;

you must provide a valid ABN to us no later than 14 days after the day on which we request that you do so.

20.3 If we are required, in our opinion, to withhold any amount in respect of tax from a payment to be made to you under this Agreement, we may do so and such withholding and payment to the relevant taxing authority will be a good discharge of our obligation to pay the relevant amount to you.

20.4 In the event that we pay an amount to you without withholding an amount in respect of tax, you indemnify us for any loss we suffer as a result of failing to withhold including but not limited to penalties and interest, and any tax payable by us on a payment we receive under this clause 20.4 without regard to any tax loss, credit or offset otherwise available to us. This liability shall be:

- (a) deemed an amount you owe to us under this Agreement for the purposes of clause 10.1(b); and
- (b) an additional cost you have to pay pursuant to clause 9.1(c).

21. HOW THIS AGREEMENT WORKS WITH THE REGULATORY REQUIREMENTS

21.1 If any matter that is required to be included in this Agreement by a Regulatory Requirement is not expressly dealt with in this Agreement, the Regulatory Requirement is incorporated as if it were a term of this Agreement.

21.2 If there is any inconsistency between this Agreement and a Regulatory Requirement, then this Agreement will prevail to the extent of the inconsistency, unless a Regulatory Requirement provides that it must prevail.

22. WHAT LAWS APPLY

22.1 The laws of Victoria apply to this Agreement. You agree to submit to the non-exclusive jurisdiction of the courts of Victoria.

23. MEANING OF TERMS IN THIS AGREEMENT

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

Additional Feed-in Tariff means an amount (if any) per kWh determined by us from time to time which we agree to pay you for the Export Energy, in addition to the Feed-in Tariff.

Agreement means these terms and conditions and the Schedule.

Billing Period has the same meaning as given in the Electricity Agreement.

Business Day means a day that is not a Saturday, Sunday or public holiday in Melbourne, Victoria.

Connection Point means the point where the Distributor's distribution system connects to the Supply Address.

Distributor means the entity that is authorised or licensed to supply distribution services through the distribution system to which your Unit is connected.

Electricity Agreement means an agreement between you and us for us to sell you electricity at your Supply Address.

Eligibility Requirements mean the eligibility requirements specified in the Schedule.

Export Electricity means the electricity generated by your Unit and exported to the Distributor's distribution system.

Feed-in Tariff means the price at which we acquire the Export Electricity as specified in the Schedule under a Feed-in Tariff Scheme (that is, not including any Additional Feed-in Tariff).

Feed-in Tariff (FIT) Scheme means the FIT scheme specified in the Schedule.

Force Majeure has the meaning given in clause 15.

Force Majeure means, for an Impacted Person, any event or circumstance occurring after this Agreement starts that:

- (a) is not within the reasonable control of the Impacted Person;

- (b) could not be prevented, overcome or remedied by the exercise of reasonable effort by the Impacted Person; and
- (c) results in the Impacted Person being unable to meet or perform its obligations under this Agreement,

but does not include the failure or inability of the Impacted Person to pay any amount due and payable under this Agreement.

Impacted Person means us or you (as the case may be), where we or you are prevented from performing an obligation under this Agreement by Force Majeure.

Regulatory Requirements means all relevant acts, regulations, codes, procedures, other statutory instruments, licences, proclamations and laws, including those applicable to the generation or sale of electricity in Victoria or in the National Electricity Market including the Energy Retail Code, the Act, the **Electricity Safety Act 1998** (Vic.) and the National Electricity Law.

Responsible Person has the same meaning as in the National Electricity Rules.

Schedule means the schedule to these Agreement terms.

Scheme End Date means the scheme end date specified in the Schedule.

Small Energy Generation Facility has the meaning given in the Schedule.

Supply Address means the premises in Victoria specified as the supply address in the Schedule.

Unit means the Small Energy Generation Facility (including the inverter) described in the Schedule and installed at your Supply Address, and includes any ancillary electrical equipment.

We and us means Origin Energy Electricity Limited ABN 33 071 052 287.

You means the customer specified in the Schedule.

24. INTERPRETATION

24.1 Unless otherwise stated:

- (a) a reference to this document or another instrument includes any variation or replacement of any of them;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) a person includes any type of entity or body of persons, whether or not it's incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;
- (e) the words 'include' or 'including' and any variation of those words must be read as if followed by the words 'without limitation' and so, if an example is given of anything, the scope is not limited to the example; and
- (f) headings are for convenience only and do not affect the interpretation of this Agreement.

SCHEDULE

1.	Full Customer Name	
2.	ABN (if you are supplying Export Electricity as part of a business enterprise that you carry on)	
3.	Supply Address	
4.	Contact Details	Postal address: Mobile number: Email:
5.	NMI (National Meter Identifier) (Available on your electricity bill)	
6.	Unit description (including unit and inverter size in kW)	
7.	Feed-in Tariff scheme	If PFIT insert: Premium Feed-in Tariff If TFIT insert: Transitional Feed-in Tariff If FIT insert: General Feed-in Tariff
8.	Eligibility Requirements	<p>If PFIT insert:</p> <p>Your Unit is net metered and located either:</p> <p>a) at your principal place of residence; or</p> <p>b) at a property that you occupy as a non-residential customer at which you use no more than 100 MWh of electricity per annum.</p> <p>AND</p> <p>You are exempt from the requirement to hold a licence under the Act in respect of the generation, supply or sale of the Export Electricity.</p> <p>AND</p> <p>You meet any other requirements specified by the Victorian government.</p> <p>If TFIT insert:</p> <p>Your Unit is net metered and located either:</p> <p>a) at your principal place of residence; or</p> <p>b) at a property that you occupy as a non-residential customer at which you use no more than 100 MWh of electricity per annum.</p> <p>AND</p> <p>You are exempt from the requirement to hold a licence under the Act in respect of the generation, supply or sale of the Export Electricity.</p> <p>AND</p> <p>You meet any other requirements specified by the Victorian government.</p>

		<p>If FIT insert: Your Unit is net metered. AND You are exempt from the requirement to hold a licence under the Act in respect of the generation, supply or sale of the Export Electricity. AND You meet any other requirements specified by the Victorian government.</p>
9.	Feed-in Tariff	<p>If PFIT insert: \$0.60/kWh (including GST, if any) or such other rate published by us from time to time, such rate not to be less than the minimum rate determined by the Regulatory Requirements until at least 1 November 2024. If TFIT insert: \$0.25/kWh (including GST, if any) or such other rate published by us from time to time, such rate not to be less than the minimum rate determined by the Regulatory Requirements until at least 31 December 2016. If FIT insert: \$0.05/kWh (including GST, if any) or such other rate published by us from time to time, such rate not to be less than the minimum rate determined by the Regulatory Requirements until at least 31 December 2016.</p>
10.	Additional Feed-in Tariff	<p>If applicable insert: \$0.06/kWh (including GST, if any) or such other rate as published by us from time to time.</p>
11.	Small Energy Generation Facility	<p>If PFIT insert: A photovoltaic generation facility that:</p> <ol style="list-style-type: none"> has an installed or name-plate generating capacity of 5kW or less; and is connected to a distribution system. <p>If TFIT insert: A photovoltaic generation facility that:</p> <ol style="list-style-type: none"> has an installed or name-plate generating capacity of 5 kW or less; and is connected to a distribution system on or after 1 January 2012. <p>If FIT insert: One of the following, which is connected to a distribution system and has an installed or name-plate generating capacity of 100 kW or less:</p> <ol style="list-style-type: none"> a wind energy generation facility; a solar energy generation facility; a hydro generation facility; a biomass energy generation facility; or any other facility or class of facility specified by the Governor in Council to be a small renewable energy generation facility, <p>each as defined under the Act.</p>
12.	Feed-in Tariff Scheme End Date	<p>If PFIT insert: 1 November 2024 If TFIT insert: 31 December 2016 If Fit insert: 31 December 2016 as amended by the Regulatory Requirements from time to time.</p>

Please complete the schedule above, sign in the space provided below and return this page to us at Solar FIT Agreement, Origin Energy, GPO Box 186, Melbourne, Victoria 3001, or solarbilling@originenergy.com.au

By signing below, you agree to:

- (a) this Agreement starting;
- (b) all the terms of this Agreement including:
 - (i) us being able to vary the Feed-in Tariff (as set out in the Schedule) and any Additional Feed-in Tariff (as set out in clause 6); and
 - (ii) the Agreement being varied as set out in clause 13.

Signature

Name (Please print)

Date

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