

Solar Terms and Conditions

Victoria

Alinta Energy Retail Sales Pty Ltd



alintaenergy

1 About this Agreement

1.1 You have entered into this Agreement if:

- (a) at the time you entered into the Energy Contract with us, you also signed up (as part of that Energy Contract sign-up process); or
- (b) you have an Energy Contract with us and, while that Energy Contract remains in place, you signed up,

to receiving a feed-in tariff from us in relation to electricity generated and exported into the grid from the Qualifying Solar System at your Premises.

1.2 You agree to sell to us, and we agree to purchase from you, Solar Electricity during the Term of this Agreement on the terms and conditions of this Agreement.

1.3 You are eligible to enter into this Agreement with us if:

- (a) you are a Qualifying Customer;
- (b) you have an Energy Contract with us for the Premises at which your Qualifying Solar System is installed;
- (c) you generate Solar Electricity from not more than one Qualifying Solar System at the Premises, and that Qualifying Solar System complies with the requirements of all Applicable Regulations;
- (d) we receive confirmation from your Distributor that the Qualifying Solar System has been connected to the distribution network in a manner which allows Solar Electricity to be metered and fed into the network;
- (e) you have metering equipment at your Premises that records the electricity generated by your Qualifying Solar System and dispatched into the distribution network, which meets our and the Distributor's reasonable requirements and any requirements under the Relevant Electricity Act and other Applicable Regulations;
- (f) you do not participate in any Regulated Feed-in Scheme in relation to your Qualifying Solar System; and

(g) all other requirements of the Applicable Regulations have been met.

1.4 Despite any other provision of this Agreement, if there is any inconsistency between these terms and conditions and your Energy Contract, these terms and conditions prevail in relation to the sale and supply of Solar Electricity.

2 Interpretation

2.1 In this Agreement:

- (a) "you" has the same meaning as in our Energy Contract;
- (b) a reference to an Act, regulation, order, code, guideline, licence or rules is to be read as a reference to that document as amended, re-enacted, replaced or varied from time to time;
- (c) a singular word should be understood to include the plural and vice versa;
- (d) a reference to a month means a calendar month.

3 Connection to the Distributor's distribution system

3.1 If you make a request to us to connect your Qualifying Solar System to a Distributor's distribution network we will make a request that your Distributor arrange the connection as soon as practicable after you have satisfied all the requirements which enable us to make that request. You must supply us with all of the information that we need under the Relevant Electricity Act and the National Electricity Rules or which is required by the Distributor.

3.2 You are responsible for and must reimburse us for all reasonable costs and expenses which we incur in carrying out your request for connection of your Qualifying Solar System to your Distributor's distribution network.

3.3 You acknowledge that you may be required to pay for:

- (a) the cost of installing and maintaining any additional metering equipment or upgrades to existing metering equipment required by us or the Distributor, including the costs of a site assessment by either a Distributor's or our representative; or

- (b) the cost of any additional works required by us or the Distributor in relation to the Qualifying Solar System and its connection to the distribution system.

3.4 If you request us to do so, we will inform you of the amount of any additional costs and expenses for which you may become liable under this clause 3 before the relevant work is undertaken.

4 Commencement and duration

4.1 This Agreement commences on the last to occur of the following:

- (a) all of the eligibility criteria set out in clause 1.3 are met;
- (b) the Distributor confirms with us that:
 - (i) the Premises are connected to their network and that you have complied with all of their requirements;
 - (ii) your Qualifying Solar System has been connected to their network; and
 - (iii) your NMI has been assigned the relevant network tariff code; and
- (c) you have provided us with your explicit informed consent to enter into this Agreement, referred to in this Agreement as the End Date.

4.2 This Agreement will continue until the first to occur of the following:

- (a) subject to clause 5.2, your Energy Contract with us comes to an end; and
- (b) you or we otherwise terminate this Agreement in accordance with clause 5.

5 Termination

5.1 Subject to clause 5.2, if the Energy Contract is terminated by either party this Agreement will automatically terminate on the date that the Energy Contract terminates.

5.2 If the Energy Contract is replaced with another electricity purchase agreement between you and us, we may elect not to terminate this Agreement by notice to you before the existing Energy Contract is replaced.

5.3 If we elect not to terminate this Agreement under clause 5.2, any reference in this Agreement to "Energy Contract" is deemed to be a reference to the replacement electricity purchase agreement.

5.4 This Agreement automatically terminates if:

- (a) you cease to be a Qualifying Customer; or
- (b) the generator ceases to be a Qualifying Solar System.

5.5 You may terminate this Agreement with immediate effect by written notice to us.

6 General solar feed-in credits

6.1 During the Term we will, in accordance with this Agreement, credit Solar Electricity Credits against charges payable by you under your Energy Contract for that relevant Billing Period.

6.2 Your Solar Electricity Credits will be calculated in accordance with the following formula:

$$\text{Solar Electricity Credit} = \text{Market Solar Feed-in Tariff} \times \text{Solar Electricity Supplied}$$

6.3 If we have been unable to calculate your Solar Electricity Supplied for a relevant period based on a reading of your Meter your Solar Electricity Supplied for that period will be zero unless your Distributor estimates the generation in accordance with the Applicable Regulations.

6.4 If the amount you owe us for a Billing Period under your Energy Contract is less than the amount of your Solar Electricity Credits the balance of the Solar Electricity Credits will remain as a credit on your next bill (**Excess Solar Electricity Credits**).

6.5 For the avoidance of doubt, no interest may be charged by you in relation to any Solar Electricity Credits that you may have accumulated from time to time under the terms of this Agreement.

6.6 If at any time you wish us to review your account you may request us to do so and we will review it in accordance with the provisions of the Applicable Regulations.

- 6.7 If at any time we have applied:
- (a) fewer Solar Electricity Credits to your account than we should have done under the terms of this Agreement we will credit those amounts to your account; or
 - (b) more Solar Electricity Credit to your account than we were obliged to do under the terms of this Agreement we may recover the over-credited amount and in doing so we will follow the procedures set.

7 Metering

- 7.1 You must install a Meter at the Premises that complies with all Applicable Regulations and any reasonable requirements imposed by us or by your Distributor.
- 7.2 You agree to take whatever steps may be necessary to provide us with access to any information that is generated by your Meter.
- 7.3 It is your obligation to ensure that any data produced by the Meter complies with the Applicable Regulations.
- 7.4 Subject to you providing us with reasonable and safe access to the Premises, we aim to ensure that your Meter is read at least once every 12 months. We will not be in breach of this requirement if we have been unable to comply because you have failed to provide us or our representative with safe, convenient and unhindered access to the Premises and to the Meter for the purpose of reading the Meter and for connection, disconnection, reconnection, maintenance and repair.
- 7.5 You must not tamper with your Meter.

8 Additional costs

- 8.1 You acknowledge that you may be required to pay the following costs to us as a result of entering into this Agreement:
- (a) costs associated with the installation, maintenance or other technical support required by us or by your Distributor under this Agreement; and
 - (b) any charges imposed on us by the Distributor as a result of the metering or other services supplied by the Distributor.

- 8.2 If work needs to be undertaken that may lead to costs of the type described in clause 8.1 being incurred you may ask us to specify what those costs are before the work is undertaken.

9 Your bill

- 9.1 You will not receive a separate bill or statement as a result of entering into this Agreement. Any Solar Electricity Credits accumulated by you during the Term of this Agreement will be set off against the bill that you receive pursuant to your Energy Contract.
- 9.2 Your bill will clearly itemise:
- (a) the amount of Solar Electricity fed into the Distribution Network by your Qualifying Solar System during the relevant Billing Period;
 - (b) the amount of Solar Electricity Credits accumulated by you;
 - (c) the amount (if any) of excess Solar Electricity Credits remaining on your account, being Solar Electricity Credits which are in excess of the charges payable by you on your account in respect of the Billing Period covered by that account; and
 - (d) any charges that we have applied to your account, or other adjustments that we have made, in accordance with this Agreement.

10 Interruption, reduction or disconnection

- 10.1 All of the terms under the Energy Contract that relate to the interruption, disruption, reduction or disconnection of the supply of electricity to you also apply to this Agreement.
- 10.2 You agree that the connection of your Qualifying Solar System, and your ability to supply us with Solar Electricity may be interrupted, discontinued or restricted for the same reasons set out in your Energy Contract.

11 GST

- 11.1 Any consideration or amount payable under this Agreement including any non-monetary consideration, is inclusive of GST unless stated otherwise.
- 11.2 Subject to clause 11.3, if we become liable to pay GST in connection with this Agreement you agree to:
- (a) pay to us in addition to any other amounts that may be due to us under this Agreement or under the Energy Contract, an additional amount equal to the amount of that GST;
 - (b) you must pay such an amount to us within 14 days of being provided with a valid tax invoice by us.
- 11.3 If any GST payable in relation to a supply made under this Agreement varies from the additional amount that is paid by you under clause 11.2 so that a further amount of GST is payable in relation to the supply or a refund credit of GST is obtained in relation to the supply, then we will provide a corresponding refund or credit to, or will be entitled to receive a corresponding amount from, you.
- 11.4 Subject to the foregoing provisions of this clause, you are solely liable for payment of all taxes which may be incurred as a result of this Agreement and you agree to indemnify for any such liabilities that we may incur.
- 11.5 If you are a business customer you must supply us with a valid ABN in respect of this Agreement.
- 11.6 Unless you supply us with a valid ABN under clause 11.5, you warrant to us that your generation of electricity by your Qualifying Solar System is for private and domestic purposes and is not related in any way to any business purposes carried on by you or any other person. You undertake to indemnify us for all loss, damage, cost and expense that may arise from any breach of the foregoing warranty.

12 Your rights

- 12.1 You may ask us to review your bills or provide you with information on any solar feed-in tariff offers that we may from time to time make and we will process your request and provide the information to you within a reasonable period of time.

13 Your obligations

- 13.1 You must:
- (a) obtain and maintain all necessary licences, permits, registrations, exemptions and/or approvals from all relevant authorities (including building and planning approvals) required for you to generate and sell Solar Electricity;
 - (b) comply with all Applicable Regulations;
 - (c) supply us with the Solar Electricity in accordance with the requirements that may be specified by your Distributor from time to time (including in your network connection agreement with the Distributor);
 - (d) ensure that any variations in the voltage and/or frequency of the Solar Electricity which you sell to us do not exceed the levels prescribed by the Applicable Regulations; and
 - (e) ensure that you supply Solar Electricity at the point where the Distributor's distribution network connects to the Premises.
- 13.2 You must not modify your Qualifying Solar System without first obtaining the written consent of the Distributor.
- 13.3 You must notify us as soon as is reasonably practicable about any changes in your contact details or other relevant circumstances including if you cease to meet the eligibility criteria set out in clause 1.3.

14 Force majeure

14.1 If, but for this clause 14, either party would commit a breach of this Agreement and that breach is caused by a Force Majeure Event:

- (a) the obligations of the defaulting party under this Agreement are suspended to the extent to which they are affected by the Force Majeure Event as long as that event continues; and
- (b) the defaulting party must give the other party notice of that fact including full particulars of the Force Majeure Event, an estimate of its likely duration, the obligations affected by it and the extent of its effect on those obligations and the steps taken to remove, overcome or minimise its effects.

14.2 For the purposes of clause 14.1(a), if the effects of a Force Majeure Event are widespread the defaulting party will be deemed to have given the other party prompt notice if it makes the necessary information available to the other party as soon as is reasonably practicable.

14.3 The parties may agree with one another that a defaulting party is not to have the benefit of clause 14.1(a) in respect of any Force Majeure Event.

14.4 A party that seeks to rely upon clause 14.1(a) must use its best endeavours to remove, overcome or minimise the effects of the Force Majeure Event as quickly as possible. However, this does not require either party to settle any dispute (that may be related to the Force Majeure Event) on terms that it would not otherwise agree to.

14.5 Nothing in this clause 14 varies or excludes the operation of section 120 of the National Electricity Law.

15 Miscellaneous

Liability

15.1 We do not accept any responsibility for any risks or liabilities associated with the operation of your Qualifying Solar System including its control, use, maintenance or connection to the Distributor's distribution network.

Assignment

15.2 You must not novate this Agreement, or assign, transfer or deal with the rights created under this Agreement, without our written consent.

15.3 We may novate this Agreement, or assign or transfer our rights and obligations under this Agreement to any person (assignee), without your consent if:

- (a) the assignee takes a novation, assignment or transfer of our rights and obligations under the Energy Contract; or
- (b) the novation, assignment or transfer forms part of the transfer to a third party of all or substantially all of our retail business.

Notices

15.4 The terms of the Energy Contract that relate to notices, consents, documents or other communications also apply to this Agreement, unless this Agreement provides to the contrary.

Governing Law

15.5 This Agreement is governed by the laws of the Relevant State in which the Premises are located and each of us submit to the non-exclusive jurisdiction of the courts of that Relevant State.

Waiver

15.6 Any failure by us to exercise any of our rights or powers under this Agreement is not a waiver of those rights or powers unless we agree otherwise in writing.

Variations

15.7 Subject to anything to the contrary in this Agreement:

- (a) we may vary this Agreement by notice in writing to you (subject to any requirements for variations set out in the Applicable Regulations); or
- (b) the parties may vary this Agreement by agreement in writing.

15.8 By entering into this Agreement you provide us with explicit informed consent to any such variations (and to any variations contemplated by clause 15.13).

Severance

15.9 If the whole or any part of a provision of this Agreement is void, unenforceable or illegal that provision will, so far as is possible, be severable. The remainder of this Agreement will continue to operate with full force and effect and the validity and enforceability of the remainder will be unaffected.

Entire Agreement

- 15.10 This Agreement sets out the entirety of the agreement between us for the supply of Solar Electricity by you to us and you acknowledge that you have not relied on any representation, inducement, warranty or promise which is not contained in this document.
- 15.11 You acknowledge that the Energy Contract deals exclusively with the sale of electricity by us to you and that the Energy Contract is separate from this Agreement.
- 15.12 If and to the extent that any matter is required to form part of this Agreement that is not included expressly in these terms and conditions the relevant provisions will be implied into this Agreement as if such matter is part of the Agreement.

Changes in the Laws

15.13 It is acknowledged that there may be changes in the laws that govern the sale and supply of electricity (including Solar Electricity) which may affect the operation of this Agreement. It is agreed that if in our reasonable view the changes to the laws materially alter the rights that subsist under this Agreement we may amend this Agreement by notice to you to take those changes into account and you are deemed to agree with those amendments.

16 Definitions

16.1 In this Agreement the following words and phrases bear the meanings set out in this clause.

Applicable Regulations means any applicable legislation, regulations, orders in council, codes, guidelines, licenses or other mandatory obligations that are relevant to the operation of, or the matters contemplated in, this Agreement.

Billing Period means a calendar month during which we sell electricity to you under your Energy Contract.

Commencement Date has the meaning given in clause 4.1 of this Agreement.

Distributor means the holder of the distribution licence of the electricity distribution network to which the Supply Address is connected;

Distributor means the entity registered with the Australian Energy Market Operator as the network service provider operating the electricity distribution network to which the Premises are connected.

End Date has the meaning given in clause 4.2 of this Agreement.

Energy Contract means an agreement between you and us for the sale of electricity to you at the Premises.

Force Majeure Event means an event beyond the reasonable control of you or us.

GST means the Goods and Services Tax as defined under the GST Law.

GST Law means the same as 'GST Law' means in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Market Solar Feed-in Tariff means the market solar feed-in credit tariff (expressed in cents/kWh) set by us from time to time for the Relevant State (which amount is available on our website and specified in our bill, with changes to that amount being notified to you in advance).

Meter means a device installed to the satisfaction of the Distributor for the purpose of recording the amount of Solar Electricity supplied by you to us.

Premises means the premises to which electricity is sold by us to you under the Energy Contract between you and us.

Qualifying Customer means if the Premises are in Victoria, a "domestic or small business customer" as defined in section 3 of the Vic Electricity Act.

Qualifying Solar System means a solar photovoltaic generator which has a generating capacity of no more than 5kW add (or larger, at our discretion).

Regulated Feed-in Scheme means

- (a) Vic Premium Solar Feed-in Tariff Scheme; and
- (b) the Victorian Feed-in Tariff Scheme, and any other scheme set out in, or otherwise established by, legislation, regulation, order, code, guideline, licence, authorisation or rules pursuant to which a customer receives a payment or credit of some kind from a distributor or retailer in relation to electricity generated and sent out by solar panels located at the customer's premises.

Relevant Electricity Act means if the Premises are in Victoria, the Vic Electricity Act;

Relevant State means if the Premises are in Victoria, Victoria;

Solar Electricity means electricity generated by your Qualifying Solar System which is in excess of the electricity consumption requirements at the Premises and is fed into the Distributor's distribution network.

Solar Electricity Credit has the meaning given in clause 6.2.

Solar Electricity Supplied means the amount (measured in kilowatt hours) of Solar Electricity supplied to the Distributor's distribution network by you in the relevant Billing Period, as recorded by the Meter or as may be determined under clause 7.

Term means the period commencing on the Commencement Date and ending on the End Date.

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

Vic Feed-in Tariff Scheme means the scheme operating under section 40FB of the Vic Electricity Act.

Vic Premium Solar Feed-in Tariff Scheme means the scheme of that name constituted under the Vic Electricity Act and which closed to new applicants at the end of 2011.

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