

SOLAR TERMS and CONDITIONS

Victoria

GENERAL RENEWABLE ENERGY FEED-IN TERMS AND CONDITIONS

Definitions

For the purposes of this *Contract*:

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

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

Contract means the General Renewable Energy Feed-in Contract comprised of these Terms and Conditions and the schedule containing the particulars of your agreement with *us* (if any).

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

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

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

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

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

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

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

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

Responsible Person means the person who has responsibility for meter reading at *Your Premises*, whether *us*, the *Distributor* or another person who has that role consistent with applicable laws.

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

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

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

Standard Feed-in Tariff means the rate:

- (a) determined or recommended as the minimum credit or payment rate under the *Scheme* from time to time for the purchase of *Small Renewable Energy Generation Electricity*; and
- (b) the *Voluntary Retailer Credit* (if any).

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

Voluntary Retailer Credit means the dollar amount per kilowatt hour (if any) determined by us in addition to the minimum amount that is prescribed or recommended under the *Scheme* from time to time for the purchase of *Small Renewable Energy Generation Electricity*.

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

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

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

Scope of Contract

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

Effect of this Contract upon Your Electricity Supply Contract

3. This *Contract* is separate to your *Electricity Supply Contract* with us. If you are not an existing customer of ours you must become a party to an *Electricity Supply Contract* with us. The *Standard Feed-in Tariff* under this *Contract* will not commence until that occurs and electricity supply commences under that contract.
4. This *Contract* will not vary any aspect of your *Electricity Supply Contract* including but not limited to the minimum term (if any) of that *Electricity Supply Contract*.

Commencement of Contract

5. This *Contract* will commence upon the later of:
 - (a) 1 January 2017; and
 - (b) the date agreed by us and you, provided that you have given your express consent to entering into this *Contract* by that date or, if no such date has been agreed, on the date that you provide your express consent.
6. If you have not previously been on a feed-in tariff with us or another retailer, the *Standard Feed-in Tariff* under this *Contract* will not commence until you have provided an appropriate *Certificate of Electrical Safety* from the registered electrical contractor who installed *Your Facility*. If you are transferring to us from another retailer where you previously had a feed-in tariff, we will not require a *Certificate of Electrical Safety*.

Term of Contract

7. This *Contract* will continue until it ends under clause 33.

Connection of Your Facility

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

Meter Reading

11. We will base the *Standard Feed-in Tariff Credit* on a reading of your *NEM-Compliant Meter* that records the supply of electricity from *Your Facility* to the *Energy Distribution System*, and in any event, we will use our best endeavours to ensure that the meter is read at least once in any 12 month period.

12. You will allow us, the *Responsible Person*, the *Responsible Person's* representative or our representative safe, convenient and unhindered access to *Your Premises* and to the meter that records the supply of electricity from the *Small Renewable Energy Generation Facility* to the *Distribution System*, for the purpose of reading the meter and for connection, disconnection, reconnection, maintenance and repair. We, the *Responsible Person*, the *Responsible Person's* representative or our representative will carry or wear official identification and, on request, will show that identification to you.

13. We will not be in breach of clause 11 of this *Contract* if we are unable to read a meter in any relevant period as a result of you breaching clause 12 or clause 31, or if some other event outside of our control prevents us from reading the meter.

14. If we are not able to reasonably or reliably base a *Standard Feed-in Tariff Credit* on a reading of the meter, we will not apply a credit unless:

- (a) the *Distributor* estimates the generation in accordance with applicable regulatory instruments; or
- (b) we, at our discretion, estimate accounts (including debits and credits) in accordance with the provisions of your *Electricity Supply Contract* or any applicable law where the meter is faulty or consumption and energy flows (including import and export) are not properly recorded.

Purchase of Small Renewable Energy Generation Electricity from You

15. We will only purchase electricity received and measured on the meter (or estimated in accordance with clause 14). We have no obligation to pay or compensate you for any electricity exported from *Your Facility* that is rejected by the *Energy Distribution System* for any reason. We will notify you as soon as practicable after we become aware of any inability of the *Energy Distribution System* to accept *Small Renewable Energy Generation Electricity* generated by *Your Facility*.

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

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

17. We will apply the *Standard Feed-in Tariff Credit* at the same frequency as you are billed by us for electricity supplied to *Your Premises* pursuant to your *Electricity Supply Contract*.

18. If a bill that we issue under your *Electricity Supply Contract* has a credit balance as a result of the application of the *Standard Feed-in Tariff Credit*, the credit balance will be applied towards your next bill under your *Electricity Supply Contract*.

19. Any excess credit amount accrued under this *Contract* will be extinguished, and your entitlement to the excess credit ceases, on the date that electricity supply ceases under your *Electricity Supply Contract*.

GST and ABN

20. If the supply of the *Small Renewable Energy Generation Electricity* to us under this *Contract* is a taxable supply under the *GST Act*, and you have provided to us your ABN, all evidence that we reasonably require to establish that the supply is a taxable supply, and a valid tax invoice, we will increase the *Standard Feed-in Tariff Credit* to cover any GST payable on the supply.

21. If you do not quote your ABN, you warrant that your generation of electricity is for private and domestic purposes and not related to any business enterprise carried on by you and for this reason you have not provided an ABN to us. If we ask you to do so, you must complete a No ABN Withholding Declaration (the form of which is available from us on request).

22. Terms used in clauses 20 and 21 that are used in the *GST Act* have the same meaning as in that Act.

Review of Credit

23. If you think that your *Standard Feed-in Tariff Credit* may be incorrect, you may ask us to review it. We will review your *Standard Feed-in Tariff Credit* if you request that we do so. Any such review will be conducted in accordance with clause 29 of the *Energy Retail Code* or the relevant clause in any amended version of the *Energy Retail Code*.

Over-crediting and Under-crediting

24. If we over-credit you for electricity supplied by you, we will recover the over-credit in accordance with clause 30 of the *Energy Retail Code* or the relevant clause in any amended version of the *Energy Retail Code*.

25. If we under-credit you for electricity supplied by you, we will credit the amount under-credited to the next bill issued to you after we become aware of the under-crediting.

Variation to Standard Feed-in Tariff

26. To the extent permitted by law, we may vary the structure or amount of our *Standard Feed-in Tariff* after the commencement of this *Contract* (including, but not limited to, where this is required due to changes to the *Scheme*). If, after the commencement of this *Contract*, our *Standard Feed-in Tariff* is varied in a way that affects this *Contract*, we will give you notice of the variation as soon as practicable and in any event that notice will be given no later than the date that your next bill and/or credit is issued after the variation occurs.

Force Majeure

27. If a *Force Majeure Event* occurs and either you or we breach this *Contract* due to this event only, the breach is to be dealt with on the basis specified in clause 20 of the *Energy Retail Code* or the relevant clause in any amended version of the *Energy Retail Code*.

Provision of Information

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

29. We will retain your historical *Standard Feed-in Tariff Credit* data for a minimum of two years, whether or not this *Contract* and your *Electricity Supply Contract* may have terminated.

30. If you request historical data relating to this *Contract* we will process that request in the same manner as a request for historical data relating to a supply of electricity to you pursuant to clause 28 of the *Energy Retail Code* or the relevant clause in any amended version of the *Energy Retail Code*.

Your Obligations

31. You must:

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

Complaints Procedure

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

Termination of Contract

33. This *Contract* will continue until the earlier of the following:

- (a) you terminate this *Contract* (which you may do at any time);
- (b) we are no longer your electricity retailer at *Your Premises*;
- (c) you no longer occupy *Your Premises*;
- (d) if you and we enter a new feed-in contract at *Your Premises*, the expiry of any cooling-off period in respect of the new feed-in contract;
- (e) if this *Contract* is terminated because you want to enter a feed-in contract with another retailer at *Your Premises*, the date when the other retailer becomes responsible for the feed-in contract;
- (f) if an *Electricity Supply Contract* is terminated with regard to supply to *Your Premises* having been disconnected, the date when you no longer have a right under *the Energy Retail Code* to be reconnected;
- (g) you are no longer eligible for the *Scheme* (whether due to a change in circumstances in relation to *Your Facility* or *Your Premises* or because of a change in the *Scheme*) or the *Scheme* is repealed; or
- (h) *Your Facility* is decommissioned or removed.

34. If this *Contract* ends or is terminated, and you have not entered into a new feed-in contract with us or with another retailer, you must ensure that no *Small Renewable Energy Generation Electricity* is exported to the *Energy Distribution System* from *Your Facility* or *Your Premises*. We may take appropriate action (including arranging for the disconnection of the meter) to ensure that no *Small Renewable Energy Generation Electricity* is exported from *Your Facility*.

Liabilities

35. You are responsible for *Your Facility* and its use. You agree that we will not be liable for any loss, damage or injury that may be caused by *Your Facility* or its use.

36. You must install adequate protection devices to protect *Your Facility* from faults (including without limitation, power surges) on the *Energy Distribution System*. We will not accept liability for any loss or damage to *Your Facility* or for any injury.

37. We are not responsible for any act, omission, default or negligence of any third party including the *Distributor*.

38. To the extent permitted by law, you agree to:

- (a) release us from any and all liability to you, including where that liability arises from a claim brought by you against the *Distributor*, in respect of losses, costs and damages suffered by you, including without limitation, a failure resulting from the negligence of a *Distributor*; and
- (b) indemnify us in respect of any liability that we have to any *Distributor* or a third party for liabilities, losses, costs and damages suffered or incurred by that *Distributor* or third party as a result of the *Small Renewable Energy Generation Electricity* supplied by you under this *Contract*.

Miscellaneous

39. Subject to clause 26, the terms and conditions of this *Contract* may only be varied by agreement in writing between us and you, unless a variation to the terms and conditions is required by law, or is reasonably necessary due to a change in the *Scheme* (in which case any replacement General Renewable Energy Feed-in Terms and Conditions published by us under the *Act* will apply under the *Contract* in place of these Terms and Conditions, with effect from when the replacement terms and conditions take effect, provided we notify you of the variation).

40. A notice, consent, document or other communication given by *us* under this *Contract* will be given in a manner specified in clause 3F of the *Energy Retail Code* or the relevant clause in any amended version of the *Energy Retail Code*.

41. You must not assign your rights and obligations pursuant to this *Contract* without obtaining *our* prior written consent. If *we* wish to assign *our* rights and obligations pursuant to this *Contract* with you, *we* will first obtain your consent, unless the assignment forms part of the sale or transfer of all or substantially all of *our* retail business.

42. You must notify *us* immediately if the generating capacity of your *Small Renewable Energy Generation Facility* changes. You acknowledge that you will no longer be eligible under the *Scheme* if the capacity of the facility becomes equal to or more than 100 kilowatts.

43. You acknowledge that in order to be eligible under the *Scheme*, you must be a "relevant generator" as defined in section 40F of the *Act* (being, in general terms, a licensed generator or a person who is exempt from being licensed). You must notify *us* immediately if you are no longer a relevant generator.

44. You must inform *us* as soon as possible of any changes to your contact details.