

# Feed-in Tariff Terms

## NEW SOUTH WALES



### About these Terms

- These Terms set out the terms and conditions on which we'll apply the Feed-in Tariff under the FiT Contract.

### Scope of FiT Contract

- The FiT Contract governs the application of the Feed-in Tariff for electricity generated by the Electricity Generation Facility at the Supply Address, and will apply in addition to the Market Contract without limiting, varying or excluding the operation of the Market Contract in any way.
- The FiT Contract doesn't address the purchase of Renewable Energy Certificates from you. We won't purchase any Renewable Energy Certificates created as a result of electricity generated by the Electricity Generation Facility under the FiT Contract.

### Eligibility

- To be eligible for the Feed-in Tariff, you must:
  - be a party to a Market Contract with us that includes the Feed-in Tariff,
  - generate electricity at the Supply Address through an Electricity Generation Facility,
  - be exempt from any requirement under the Energy Laws to hold a licence to generate electricity for supply or sale, and
  - have a suitable meter type and tariff at the Supply Address.
- If we determine that you're not, or cease to be, eligible for the Feed-in Tariff (for example, if you upgrade the Electricity Generation Facility so that it generates more than permitted by the Market Contract), we may end the Market Contract and:
  - if you're a Small Customer, continue to sell you electricity under our Standard Retail Contract (without the Feed-in Tariff), or
  - if you're a Large Customer, take any action permitted by the Market Contract, andrecover any credits that were provided to you, which you were not entitled to.

### Commencement

- Before the FiT Contract can commence:
  - we must be supplying electricity to you under the Market Contract,
  - you must expressly consent to entering into the FiT Contract, and
  - you must be eligible for the Feed-in Tariff.
- If you haven't previously received a feed-in tariff from us or another retailer, you must also provide us with evidence that:
  - the Electricity Generation Facility has been connected to the distribution network with the consent, and to the satisfaction, of your Distributor, and
  - the meter has been properly installed and capable of recording feed-in electricity metering data for the purpose of the FiT Contract.

This includes, if we request, providing us with a copy of:

- any prescribed safety certifications for the Electricity Generation Facility, and
- a network connection agreement allowing export of electricity from the Electricity Generation Facility.

### Connection of a new Electricity Generation Facility

- If you have a facility that generates renewable electricity and it's not connected to the distribution network to which the Supply Address is connected, on your request and as soon as possible after you enter into a Market Contract with us and satisfy any relevant regulatory requirements relating to the connection of the Supply Address, we'll ask your Distributor to connect the facility to the distribution network, to enable it to become an Electricity Generation Facility. Our request to your Distributor will include details of any necessary metering.
- We'll make this request by no later than the next Business Day after receiving from you all documentation required by the Energy Laws and reasonably required by us or your Distributor.
- You must pay all charges that we incur in relation to the connection, disconnection or reconnection of the Electricity Generation Facility to the distribution network, and the operation or metering of the Electricity Generation Facility. We may deduct the charges from any credit owed to you on your next electricity bill.

### Meter reading

- Provided you have a National Electricity Market-compliant meter that records the supply of electricity from your Electricity Generation Facility, we'll do our best to base the Feed-in Tariff on meter readings as often as possible, and at least once a year.
- You must allow us, or our representative, safe, convenient and unhindered access to the Supply Address and meter, for the purpose of reading the meter and for connection, disconnection, reconnection, maintenance, repair, testing, inspecting, alteration and/or replacement. You agree the terms applying to the meter under the Market Contract apply to the meter under the FiT Contract, and that the Market Contract terms will prevail to the extent of any inconsistency. The person who requires access will carry or wear official identification and, on request, will show that identification to you.
- If we're not able to reasonably or reliably base the Feed-in Tariff on a meter reading (for example, because you haven't provided proper access to your meter, or your meter is faulty), we won't apply the Feed-in Tariff unless:
  - your Distributor, or our representative, estimates the electricity generated by the Electricity Generation Facility in line with applicable regulations, or
  - we, at our discretion, estimate your bill in line with the Market Contract.

### How we'll apply the Feed-in Tariff

- We'll apply the Feed-in Tariff to the amount of electricity generated by the Electricity Generation Facility and supplied into the distribution network, in line with the Market Contract.

15. We may apply the Feed-in Tariff:
  - (a) as a credit, thereby reducing the amount due on your electricity bills, and
  - (b) as a charge, thereby increasing the amount due on your electricity bills.
16. The amount of the Feed-in Tariff may vary based on:
  - (a) the location of your Supply Address,
  - (b) the time of year and the time of day that the Electricity Generation Facility exports electricity into the distribution network, and
  - (c) the terms of the Market Contract.
17. We'll apply the Feed-in Tariff as frequently as we bill you for the electricity you use.
18. If you are entitled to a credit under the FiT Contract and that credit exceeds the total charges in any billing period, we'll add the excess to your next electricity bill and continue to carry over any excess to future electricity bills until the excess is used up. If there's an excess remaining when the FiT Contract ends, we'll pay you an amount that's equal to that excess in line with your reasonable payment instructions.
19. We'll only apply the Feed-in Tariff for electricity received and measured on your meter, or estimated under clause 13. We won't pay or compensate you for electricity exported from the Electricity Generation Facility that is rejected by the distribution network for any reason. We'll notify you as soon as possible after we become aware of any inability of the distribution network to accept electricity generated by the Electricity Generation Facility.

## GST and ABN

20. If your supply of electricity generated by the Electricity Generation Facility under the FiT Contract is considered a taxable supply under the GST Act, and you've given us your ABN, all evidence that we reasonably require to establish that the supply is a taxable supply, and a valid tax invoice, we'll increase the amount of any credits payable to you under the FiT Contract to cover any GST payable on the supply.
21. If you don't quote your ABN, you warrant that the generation of electricity by the Electricity Generation Facility 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 (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 the GST Act.

## Review of Feed-in Tariff

23. We may review the Feed-in Tariff applied to your electricity bill if we think it's incorrect, or if you ask us to.
24. If we find that we have applied a charge that is less than what it should have been or applied a credit that is more than what it should've been, we'll recover the difference:
  - (a) if you're a Small Customer, in line with the Energy Laws, and
  - (b) if you're a Large Customer, in line with the Market Contract or as otherwise agreed between us.
25. If we find that we have applied a charge that is more than what it should have been or applied a credit that is less than what it should've been, we'll add the difference as

a credit to the next electricity bill issued to you after we become aware of the error, or if you're no longer our customer, try our best to refund the amount within 10 Business Days.

## Variation to the Feed-in Tariff

26. We may vary the structure or amount of, or stop applying the Feed-in Tariff in line with the Market Contract.
27. We'll give you notice of any variation in line with applicable regulations.

## Uncontrollable events

28. If you or we can't meet an obligation under the FiT Contract because of an event outside our control, the obligation is suspended for the duration of the event – unless it's an obligation to pay money.
29. If an event like this causes you or us to breach the FiT Contract, the breach must be dealt with:
  - (a) if you're a Small Customer, in line with the Energy Laws, and
  - (b) if you're a Large Customer, in line with the Market Contract or as otherwise agreed between us.

## Provision of information

30. If you request historical Feed-in Tariff information, or other billing and electricity usage information, we'll deal with that request:
  - (a) if you're a Small Customer, in line with the Energy Laws, and
  - (b) if you're a Large Customer, in line with the Market Contract or as otherwise agreed between us.

## 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 electricity at the Supply Address through the Electricity Generation Facility,
  - (b) maintain the Electricity Generation Facility (and all associated equipment) in good working and reliable order, and
  - (c) obtain prior written consent from both your Distributor and us prior to making any changes to the Electricity Generation Facility (including operational, structural and functional changes or changes to its generation or export capacity).

## Complaints procedure

32. If you wish to make a complaint about the FiT Contract, we'll address your complaint in line with our standard complaints handling procedures. If you're not satisfied with the resolution, you have the right to refer the matter to the Energy and Water Ombudsman New South Wales.

## Termination

33. The FiT Contract will continue until the earlier of the date:
  - (a) you end the FiT Contract (which you may do at any time),
  - (b) we're no longer your electricity retailer at the Supply Address,
  - (c) you no longer occupy the Supply Address,

- (d) if you and we enter a new feed-in contract for the Supply Address, the expiry of any cooling-off period in respect of the new feed-in contract,
  - (e) if you enter into a feed-in contract with another retailer for the Supply Address, when the other retailer becomes responsible for the feed-in contract,
  - (f) if electricity supply to the Supply Address is disconnected, when you no longer have a right under the Market Contract to be reconnected,
  - (g) the Electricity Generation Facility is decommissioned or removed, or
  - (h) we decide to stop applying the Feed-in Tariff.
34. If the FiT Contract ends and you haven't entered into a new feed-in contract with us or another retailer, you must ensure that no electricity is exported to the distribution network from the Electricity Generation Facility or the Supply Address. We may take appropriate action (including arrange for the disconnection of the meter) to ensure that no electricity is exported from the Electricity Generation Facility.
35. Ending the FiT Contract won't limit, vary or exclude the operation of the Market Contract, unless the Market Contract is also ended in line with the Market Contract terms.

## **Disconnection**

36. You acknowledge that, if the electricity supply to the Supply Address is disconnected, the Electricity Generation Facility will also be disconnected.

## **Liabilities**

- 37. You're responsible for the Electricity Generation Facility and its use. You agree that we won't be liable for any loss, damage or injury that may be caused to the Electricity Generation Facility.
- 38. You must install adequate devices to protect the Electricity Generation Facility from faults (including power surges) on the distribution network. We won't accept liability for any loss or damage to the Electricity Generation Facility or for any injury.
- 39. We're not responsible for any act, omission, default or negligence of any third party, including your Distributor.
- 40. 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 your Distributor, in respect of losses, costs and damages suffered by you, and
  - (b) indemnify us in respect of any liability that we have to your Distributor or a third party for liabilities, losses, costs and damages suffered or incurred by your Distributor or the third party as a result of the electricity supplied by the Electricity Generation Facility under the FiT Contract.

## **Miscellaneous**

- 41. Subject to clause 26, the terms and conditions of the FiT 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.
- 42. A notice, consent, document or other communication given by us under the FiT Contract will be given in line with the Market Contract.

- 43. You must not assign your rights or novate your obligations under the FiT Contract without obtaining our prior written consent. If we wish to assign our rights or novate our obligations under the FiT Contract, we'll obtain your consent, unless the assignment or novation forms part of the sale or transfer of all or substantially all of our retail business.
- 44. You must notify us immediately if the generating capacity of the Electricity Generation Facility changes. You acknowledge that you'll stop being eligible for the Feed-in Tariff if the capacity of the Electricity Generation Facility becomes more than permitted by the Market Contract.
- 45. You must inform us as soon as possible of any changes to your contact details.

## **Definitions**

In these Terms:

**Business Day** means any day that isn't Saturday, Sunday or a gazetted public holiday at the location of the Supply Address.

**Distributor** means the company that's licensed or authorised to supply electricity and related services via its distribution network to the Supply Address.

**Electricity Generation Facility** means a solar photovoltaic generation facility with the installed or name-plate generating capacity specified in the Market Contract.

**Energy Laws** means any law or regulatory or administrative instrument relating to or affecting the sale or supply of electricity to or by you in New South Wales, including the Electricity Supply Act 1995 (NSW), the Electricity Supply (General) Regulation 2014 (NSW), and the National Energy Retail Law and National Energy Retail Rules (as applied in New South Wales).

**Feed-in Tariff** means the amounts specified in the Market Contract as the amounts we'll credit or charge you for the electricity generated by the Electricity Generation Facility and supplied into the distribution network.

**FiT Contract** means the Feed-in Tariff Contract between you, the customer set out in the Market Contract, and us, Momentum Energy Pty Ltd (ABN 42 100 569 159) of Level 10, 4-12 Elizabeth St, Hobart, Tasmania, 7000.

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

**Large Customer** means an electricity customer that's not a Small Customer.

**Market Contract** means our agreement to sell you electricity, which includes the Feed-in Tariff, under:

- (a) if you're a Small Customer, an "Energy Plan" and our "General Terms" of sale, or
- (b) if you're a Large Customer, negotiated prices, terms and conditions.

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

**Small Customer** means a customer that uses less than 100MWh electricity per year.

**Standard Retail Contract** means our agreement to sell you electricity at regulated prices, terms and conditions.

**Supply Address** means an address listed in the Market Contract as an address at which you purchase electricity from us in New South Wales, being the same address at which the Electricity Generation Facility is installed.

**Terms** means these Feed-in Tariff Terms.