Momentum Energy Voluntary Feed-in Tariff Terms and Conditions – New South Wales

This Contract is between Momentum Energy Pty Ltd ABN 42 100 569 159 of Level 13, 628 Bourke Street Melbourne Vic 3000 (**us** or **we**) and you.

1. Electricity Supply Contract

In addition to this Contract, you must have an Electricity Supply Contract with us in order to receive the Voluntary FiT from us. This Contract is separate to your Electricity Supply Contract with us.

2. Commencement of Contract

(a) Subject to clause 2(b), this Contract commences on:

(i) the Opt-Out Date, if you have received an Offer Letter from us and have not chosen to opt-out in the manner specified in the Offer Letter by that date; or

(ii) otherwise, the date that you agree to enter into this Contract, for example by:

(A) giving your consent to enter into this Contract over the telephone or electronically;

(B) signing, ticking a box in, or otherwise indicating your acceptance of this Contract in, the Energy Product Details; or

(C) accepting credits provided in accordance with this Contract.

(b) If you are a Solar Bonus Scheme Customer, this Contract will not commence before 1 January 2017.

3. Eligibility

(a) To be eligible to enter into this Contract and to receive the Voluntary FiT from us, the following conditions must be satisfied at all times:

(i) you must have an Electricity Supply Contract with us;

(ii) you must be a Small Customer;

(iii) you must occupy a Supply Address in New South Wales; and

(iv) you must have a Complying Generator installed and connected to the Distribution Network at your Supply Address.

(b) For the purposes of clause 3(a)(ii), we may require confirmation from your Distributor that a Complying Generator has been connected to its network at your Supply Address before we will credit you.

(c) If you are not an existing customer of ours and are transferring to us from another retailer, you are not eligible to receive the Voluntary FiT from us prior to the date that we become Responsible for the Supply Address at which the Complying Generator is installed.

4. Matters that may affect eligibility

(a) If your situation changes after the commencement of this Contract, including if:

(i) you cease to be an Eligible Customer; or

(ii) you breach this Contract,

you may cease to be eligible for the Voluntary FiT.

(b) We may require you to repay to us any amounts that were credited to you during a period when you were not eligible for the Voluntary FiT.

5. Credit for electricity you generate and supply

(a) We will credit to each electricity bill issued to you under your Electricity Supply Contract an amount equal to the value of the Voluntary FiT per kW hour of electricity generated by your Complying Generator and supplied to the Distribution Network during the relevant billing period.

(b) For the purposes of clause 5(a), if your Complying Generator is a Net Feed-in Generator, we will credit you for the electricity supplied to the Distribution Network in excess of that used by you at the Supply Address.

(c) For the purposes of clause 5(a), if your Complying Generator is a Gross Feed-in Generator, we will credit you for all electricity supplied to the Distribution Network.

(d) Any credit to your electricity bill will be applied against the charges payable by you to us for the purchase of electricity by you under the Electricity Supply Contract.

(e) If the amount credited to an electricity bill under clause 5(a) is more than the amount due under that bill, we will apply the positive credit balance to your next electricity bill.

(f) We will not credit your account or give you any payment or other compensation:

(i) for electricity generated and supplied by you prior to the date that you satisfy all of the conditions in clause 3;

(ii) for electricity generated by your Complying Generator which is not accepted by the Distribution Network for any reason; or

(iii) in respect of any period during which electricity is unable to be supplied to the Distribution Network due to the connection between your Complying Generator and the Distribution Network being disconnected or interrupted.

6. Meter readings

(a) We will base any credits applied to your electricity bills on a reading of your meter that records the supply of electricity from your Complying Generator to the Distribution Network.

(b) If we are unable to reasonably or reliably credit your account based on a reading of the meter, we will not credit your account unless the amount of electricity generated by your Complying Generator and supplied to the Distribution Network is estimated by:

(i) your Distributor in accordance with Applicable Energy Laws; or

(ii) us, in accordance with Applicable Energy Laws or in the same manner as we may estimate your electricity consumption under the Electricity Supply Contract.

(c) Both parties must comply with all other obligations and requirements applicable to them under the Electricity Supply Contract relating to your meter, including without limitation access and maintenance.

(d) We will not be in breach of this clause if we are unable to read your meter due to an event outside of our control (including as a result of you breaching your obligations in respect of your meter in the Electricity Supply Contract).

7. Review of amounts credited to your bill

(a) You may ask us to review the amount of any credits applied to your electricity bill and we will do so in accordance with the bill review procedures in your Electricity Supply Contract.

(b) If we over-credit or under-credit you under this Contract we will make any necessary adjustments in the same manner as we would make adjustments in relation to overcharges and undercharges under your Electricity Supply Contract.

8. Charges

We may charge you (on a pass through basis) any charges we reasonably incur, directly or indirectly, in relation to your generation and supply of electricity, including any charges imposed by the Distributor. Any such charges will be included on your electricity bill.

9. Your obligations

(a) You must inform us:

(i) immediately of any change to your situation that is relevant to your eligibility under this Contract or to your Complying Generator, including if you leave your existing Supply Address or alter your Complying Generator in any way; and

(ii) promptly of any change to your contact details.

(b) You must obtain and maintain all necessary licences, exemptions, permits and/or approvals from all relevant authorities required for your Complying Generator.

(c) You must maintain, at your cost, your Complying Generator (and all associated equipment) in good working and reliable order.

(d) You are responsible:

(i) at your cost, for your Complying Generator, including for its use, operation, maintenance and connection to the Distribution Network;

(ii) at your cost, for installing adequate protection devices to protect your Complying Generator from faults (including without limitation, power surges) in the Distribution Network; and

(iii) for the electricity generated by your Complying Generator.

10. End of Contract

(a) This Contract ends on the earlier of:

(i) the date that your current Electricity Supply Contract ends for any reason, other than where it is immediately replaced by another Electricity Supply Contract with us;

(ii) the date that we cease to be Responsible for your Supply Address;

(iii) the date that you cease to satisfy the eligibility criteria under clause 3; and

(iv) if you wish to end this Contract and cease receiving the Voluntary FiT, on the date that is 20 days after you provide us with notice that you wish to end this Contract (or such other date as may be agreed between you and us).

(b) If your Electricity Supply Contract ends without being immediately replaced by another Electricity Supply Contract with us, and you have accrued a positive credit balance under this Contract, we will pay the amount of the positive credit balance to you.

11. Changes to this Contract

(a) We may, from time to time, amend this Contract in order to comply with any new laws and any changes to existing laws by publishing the amended version of this Contract on our website, in which case the amendments will be deemed to form part of this Contract.

(b) We may, from time to time, amend this Contract (including, but not limited to, varying the structure or amount of the Voluntary FiT) by giving you written notice of the amendment in accordance with the Electricity Supply Contract.

12. Liabilities

(a) You agree that, to the extent permitted by law, we will not be liable for any loss, damage or injury that may be caused by your Complying Generator or its use.

(b) We are not responsible for any act, omission, default or negligence of any third party, including, without limitation, the Distributor.

(c) To the extent permitted by law, you agree to:

(i) 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

(ii) 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 electricity generated and supplied by you under this Contract.

13. GST

(a) If the supply of electricity generated by your Complying Generator into the Distribution Network is a taxable supply under the GST Act and you have provided your ABN and a valid tax invoice to us, we will increase the amount credited to you under this Contract by 10% to cover any GST payable on the supply.

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

(c) Terms used in this clause 14 that are used in the GST Act have the same meaning as in the GST Act.

14. General

(a) Any notice in relation to this Contract must be given in accordance with the requirements for notices set out in the Electricity Supply Contract.

(b) We will handle any complaint by you under this Contract in accordance with the process for handling complaints set out in the Electricity Supply Contract.

(c) Any assignment or novation of this Contract will be carried out in accordance with the requirements for an assignment or novation under the Electricity Supply Contract.

(d) Any Renewable Energy Certificates that are created as a result of electricity generation by your Complying Generator will not be purchased by us under this Contract unless you and we expressly agree otherwise.

(e) If you request historical data relating to this Contract we will respond to your request in accordance with Applicable Energy Laws.

15. Definitions

(a) In this Contract:

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

Complying Generator means a solar photovoltaic generator that:

(i) has a generating capacity of no more than 10kW;

(ii) is either a Net Feed-in Generator or a Gross Feed-in Generator; and

(iii) complies with, and is installed and connected in a manner that complies with, all relevant safety, technical or metering requirements that may be prescribed by Applicable Energy Laws;

Contract means these Momentum Energy Voluntary Feed-in Tariff Terms and Conditions;

Distributor means the licenced electricity distributor responsible for the supply of electricity to your Supply Address pursuant to Applicable Energy Laws;

Distribution Network means the Distributor's distribution network;

Electricity Supply Contract means a contract:

(i) between you and us;

(ii) under which you purchase electricity for your Supply Address from us; and

(iii) which is not a Standard Retail Contract,

as that contract may be varied, or replaced as envisaged by clause 10(a)(i), from time to time;

Eligible Customer means a person who meets the requirements set out in clause 3 of this Contract;

Energy Product Details means the document which forms part of your Electricity Supply Contract, being that part of the Electricity Supply Contract that contains your details and further details of the Electricity Supply Contract (whether entitled 'Energy Product Details' or otherwise);

Gross Feed-in Generator means a Complying Generator which is metered using a gross metering configuration;

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

kW means kilowatt;

Net Feed-in Generator means a Complying Generator which is metered using a net metering configuration;

Offer Letter means a letter setting out an offer for you to participate in our Voluntary FiT scheme which specifies how you may choose to opt-out of participating in the Voluntary FiT scheme;

Opt-Out Date means the date that is 4 weeks after the date of the Offer Letter;

Related Body Corporate has the meaning given to that term in the *Corporations Act 2001* (Cth);

Renewable Energy Certificate means any type of renewable energy certificate created under the *Renewable Energy (Electricity) Act 2000* (Cth), including small-scale technology certificates and large-scale generation certificates (as applicable);

Responsible in respect of the Supply Address means financially responsible in the wholesale electricity market for electricity supplied to the Supply Address;

Small Customer has the same meaning given to it in the Electricity Supply Contract;

Solar Bonus Scheme Customer means a customer who is entitled to receive a legislated feed-in tariff under the Solar Bonus Scheme established under the *Electricity Supply Act 1995* (NSW);

Standard Retail Contract means a customer retail contract that takes effect under section 26 or section 54 of the National Energy Retail Law (as applied in New South Wales);

Supply Address has the meaning given to that term in the Electricity Supply Contract;

Voluntary FiT means a dollar amount per kW hour for electricity generated by your Complying Generator and supplied to the relevant Distribution Network, as notified to you from time to time.

16. Interpretation

In this Contract:

(a) the words "including", "includes" and "for example" must be construed as if followed by the words "without being limited to";

(b) the singular includes the plural and vice versa; and

(c) a reference to all or part of a statute, rule or regulation (statute) includes that statute as amended, consolidated, re-enacted or replaced from time to time.