

## Momentum Energy Feed-in Tariff Terms and Conditions – South Australia

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 credits from us for the electricity you generate and supply into the distribution network in excess of the electricity you use. This Contract is separate to your Electricity Supply Contract with us.

### 2. Commencement of Contract

This Contract commences on the date that you agree to enter into this Contract, for example:

- (a) by giving your consent to enter into this Contract over the telephone or electronically;
- (b) by signing, ticking a box in, or otherwise indicating your acceptance of this Contract in, the Energy Product Details; or
- (c) by accepting credits provided in accordance with this Contract.

### 3. Eligibility for Retailer Credits

- (a) To be eligible to enter into this Contract and to receive Retailer Credits from us for the electricity you generate and supply into the distribution network in excess of the electricity you use, the following conditions must be satisfied at all times:
  - (i) you must be a Qualifying Customer;
  - (ii) you must have a Qualifying Generator installed and connected to the distribution network at your Supply Address; and
  - (iii) any other requirements under the FIT Legislation from time to time.
- (b) For the purposes of clause 3(a)(ii), we may require confirmation from your distributor that a Qualifying 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 credits from us prior to the date that we become Responsible for the Supply Address at which the Qualifying Generator is installed.

### 4. Eligibility for FIT Credits

- (a) To be eligible to receive FIT Credits for the electricity you generate and supply into the distribution network in excess of the electricity you use, you must satisfy the conditions in clause 3(a) and (c).
- (b) Subject to clause 4(c), FIT Credits will only be applied to your electricity bills under clause 6(a) for the first 45kWh of electricity generated by your Qualifying Generator and supplied into the distribution network each day (as determined in accordance with the FIT Legislation).
- (c) If you are a Prescribed Qualifying Customer, you will receive FIT Credits for all electricity generated by your Qualifying Generator and supplied into the distribution network in excess of the electricity you use.
- (d) Subject to clause 4(e), a Qualifying Customer who receives FIT Credits in relation to a Qualifying Generator (under this Contract or any other contract with us or another retailer) is not entitled to receive FIT Credits in relation to any other Qualifying Generator (regardless of the location of the other Qualifying Generator).
- (e) If you are a Prescribed Qualifying Customer, you may receive FIT Credits for electricity generated by more than one Qualifying Generator and supplied into the distribution network, in accordance with the FIT Legislation.

## 5. Matters that may affect eligibility

- (a) If your situation changes after the commencement of this Contract, including if:
- (i) changes are made to your Qualifying Generator (for example because you have expanded the generating capacity of your Qualifying Generator);
  - (ii) your Qualifying Generator is disconnected and moved to another site;
  - (iii) the generator installed at your Supply Address ceases to be a Qualifying Generator;
  - (iv) you cease to be an Qualifying Customer; or
  - (v) you leave your existing Supply Address,
- you may cease to be eligible for:
- (vi) your current Applicable FIT Credit (or your current Applicable FIT Credit may be applied in a different way);
  - (vii) any FIT Credit for the electricity you generate and supply to the distribution network; and/or
  - (viii) the Retailer Credit,
- in accordance with the FIT Legislation.
- (b) If clause 5(a)(i) applies, the date of approval and/or completion of a change to your Qualifying Generator may impact on your eligibility, as determined in accordance with the FIT Legislation.
- (c) If clause 5(a)(vi) applies and you cease to be eligible for your current Applicable FIT Credit, you may be eligible for a different FIT Credit under the Scheme, in which case we will apply that FIT Credit in accordance with clause 6.
- (d) We may require you to repay to us any amounts that were credited to you during a period when you were not eligible to have those amounts credited to you (because you were not eligible for your current Applicable FIT Credit, any FIT Credit and/or the Retailer Credit).

## 6. 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:
- (i) the Retailer Credit; and
  - (ii) if applicable and subject to any relevant qualifications under clause 4, the Applicable FIT Credit,
- per kilowatt hour of electricity generated by your Qualifying Generator and supplied to the distribution network (in excess of that used by you) during the relevant billing period.
- (b) 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.
- (c) If the amount credited to an electricity bill under clause 6(a) is more than the amount due under that bill, we will apply the positive credit balance to your next electricity bill. If your electricity bill has a positive credit balance the day that is 12 months after the end of the billing period in which a positive credit balance first appeared, we will pay that amount to you.
- (d) 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(a) and (c);
- in relation to the FIT Credit, to the extent that the FIT Credit is not credited to your account by the distributor in accordance with the FIT Legislation;

- (ii) for electricity generated by your Qualifying 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 Qualifying Generator and the distribution system being disconnected or interrupted.

#### **7. 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 Qualifying Generator to the distribution network. We will use our best endeavours to ensure that your meter is read at least once every 12 months.
- (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 until the amount of electricity generated by your Qualifying Generator and supplied to the distribution network is estimated by:
  - (i) your distributor in accordance with the energy laws; or
  - (ii) us, at our discretion, in accordance with the energy laws or the Electricity Supply Contract.
- (c) You must:
  - (i) allow us, the Responsible Person and our respective representatives safe, convenient and unhindered access to your Supply Address and your meter that records the supply of electricity from your Qualifying Generator to the distribution network for the purposes of reading, testing, inspecting, connecting, disconnecting or reconnecting your meter;
  - (ii) not interfere with or damage your meter; and
  - (iii) install and maintain your meter and associated equipment at your cost.
- (d) We, the Responsible Person and our respective representatives will carry or wear official identification when attending your Supply Address, which will be shown to you on request.
- (e) We will not be in breach of this clause 7 if we are unable to read your meter due to an event outside of our control (including as a result of you breaching this clause).

#### **8. 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 accordance with the overcharging and undercharging procedures in your Electricity Supply Contract.

#### **9. Information we will provide to you**

We will provide you with information we are required to provide by the FIT Legislation, including:

- (a) the amount of electricity supplied by you into the distribution network; and
- (b) the amounts to be credited to you for electricity you supplied into the distribution network.

This information may be shown on your bill.

#### **10. Charges**

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

#### **11. 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 the FIT Legislation or to your Qualifying Generator, including if you leave your existing Supply Address or alter your Qualifying Generator in any way; and
  - (ii) promptly of any change to your contact details.
- (b) You must maintain, at your cost, your Qualifying Generator (including any necessary approvals) in good working order and in accordance with the Scheme requirements.
- (c) You are responsible:
- (i) at your cost, for your Qualifying Generator, including for its use, operation, maintenance and connection to the distribution network; and
  - (ii) for the electricity generated by it,
- and we have no responsibility or liability on any basis in relation to either.

## 12. Breach of Contract

- (a) If you breach any of your obligations under this Contract we may give you notice of that breach and require you to rectify that breach within 10 business days.
- (b) If you do not rectify the breach in accordance with clause 12(a), we may cease giving you the Voluntary Retailer Credit (if any) by written notice to you.

## 13. End of FIT Credit

- (a) If on 30 September 2016 you are a Category 2 Qualifying Customer, you will cease to receive the Applicable FIT Credit or any other FIT Credit after that date.
- (b) If on the Category 1 Expiry Date you are a Category 1 Qualifying Customer, you will cease to receive the Applicable FIT Credit or any other FIT Credit after that date.

## 14. 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 occupy your Supply Address;
  - (iv) the date that you cease to satisfy the eligibility criteria under clause 3(a) and (c);
  - (v) the date that your Qualifying Generator is decommissioned, removed from your Supply Address or ceases to be connected to the distribution network; or
  - (vi) the date that the Scheme as a whole ends or is repealed and ceases to apply to you.
- (b) If, on the end date of this Contract, you have accrued any amounts under this Contract which have not been credited to an electricity bill, we will pay you that amount.

## 15. Changes to this Contract

- (a) We may, from time to time, amend this Contract in order to comply with any new laws, any changes to existing laws (including the FIT Legislation) and/or any changes to the Scheme by publishing the amended Feed-in Tariff Terms and Conditions on our website, in which case the amendments will be deemed to form part of this Contract.
- (b) We may amend this Contract at any time (by giving you written notice of the amendments) in accordance with the Electricity Supply Contract.

## 16. GST

- (a) If the supply of electricity generated by your Qualifying Generator into the distribution system 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 Qualifying 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 16 that are used in the GST Act have the same meaning as in the GST Act.

## 17. General

- (a) Any reference to a FIT Credit in the Energy Product Details, is a reference to the Applicable FIT Credit (and/or the prescribed Retailer Credit) at the time the Energy Product Details was prepared. This amount(s) may change from time to time as set out in this Contract.
- (b) Any notice in relation to this Contract must be given in accordance with the Electricity Supply Contract.
- (c) We will handle any complaint by you under this Contract in accordance with the Electricity Supply Contract.
- (d) A party may only assign its rights under this Contract with the prior written consent of the other party, other than if we novate this Contract as part of the sale or transfer of all or substantially all of our retail business in South Australia or to a Related Body Corporate of ours who is authorised to conduct an electricity retail business in South Australia.
- (e) We are not liable for an act or omission, including a negligent act or omission, of any third party, including your distributor.
- (f) Any Renewable Energy Certificates that are created as a result of electricity generation by your Qualifying Generator will not be purchased by us under this Contract.
- (g) If you request historical data relating to this Contract we will respond to your request in accordance with the relevant energy laws.
- (h) A discount for paying your electricity bill by the due date (if any) which would otherwise be applicable to you under your Electricity Supply Contract will not apply if your account has a positive credit balance due to credits applied under this Contract.
- (i) To the extent the law allows, you indemnify us against (and therefore must pay us for) loss or damage arising in connection with any failure by you to comply with any of your obligations under this Contract. You will not have to do this where the loss or damage is the result of the negligence of us, your distributor or the Responsible Person.

## 18. Definitions and interpretation

- (a) In this Contract:

**Applicable FIT Credit** means the FIT Credit which is applicable to you from time to time, as determined in accordance with the FIT Legislation;

**Category 1 Expiry Date** means 30 June 2028 or such other date as is specified under legislation as the date on which a Category 1 Qualifying Customer ceases to be entitled to receive FIT Credits for the purposes of the FIT Legislation.

**Category 1 Qualifying Customer** has the meaning given to that term in section 36AE of the *Electricity Act 1996 (SA)*, generally being a Qualifying Customer in relation to a Qualifying Generator where:

- (i) the generator is a Qualifying Generator before 1 October 2011; or
- (ii) the person has received permission to connect their generator to a distribution network before 1 October 2011 and has, within 120 days after 1 October 2011, made arrangements for a new meter to be installed on account of that connection;

**Category 2 Qualifying Customer** has the meaning given to that term in section 36AE of the *Electricity Act 1996 (SA)*, generally being a Qualifying Customer in relation to a Qualifying Generator where the person does not qualify to be a Category 1 Qualifying Customer, but:

- (iii) the generator is a Qualifying Generator on or after 1 October 2011 and before 1 October 2013; or
- (iv) the person has received permission to connect the generator to a distribution network before 1 October 2013 and has, within 120 days after 1 October 2013, made arrangements for a new meter to be installed on account of that connection;

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

**Electricity Supply Contract** means the contract:

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

as that contract may be varied, or replaced as envisaged by clause 14(a)(i), from time to time;

**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);

**ESCOSA** means the Essential Services Commission of South Australia;

**Excluded Generator** has the meaning given to that term in the FIT Legislation;

**FIT Credit** means a dollar amount per kilowatt hour as specified in the FIT Legislation (other than a Retailer Credit). There may be more than one FIT Credit specified in the FIT Legislation;

**FIT Legislation** means the *Electricity Act 1996 (SA)*, the *Electricity (Feed-In Scheme – Solar Systems) Amendment Act 2008 (SA)* and the *Electricity (Miscellaneous) Amendment Act 2011 (SA)*;

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

**kVA** means kilovolt ampere;

**kW** means kilowatt;

**kWh** means kilowatt hour;

**Prescribed Qualifying Customer** has the meaning given to it in section 1 of Schedule 1 of the *Electricity (Miscellaneous) Amendment Act 2011 (SA)*, generally being a Qualifying Customer whose Qualifying Generator was approved for connection to the distribution network before 1 September 2010 and fed electricity into the distribution network by 29 January 2012 (provided the Qualifying Generator has not been altered or disconnected and moved after 1 September 2010);

**Qualifying Customer** means a customer whose annual electricity consumption level for a connection point is less than 160MWh;

**Qualifying Generator** means a generator that is a qualifying generator under the FIT Legislation, generally being a solar photovoltaic generator that:

- (i) has a capacity of up to 10kVA for a single phase connection and up to 30kVA for a three phase connection;
- (ii) is operated by a Qualifying Customer;
- (iii) complies with Australian Standard AS 4777 (as in force from time to time or as substituted from time to time);
- (iv) is connected to a distribution network in a manner that allows electricity generated by the small photovoltaic generator to be fed into the network; and

- (v) is used in conjunction with a meter that complies with a code relating to meters published by the ESCOSA and that falls within a class of meters approved by the ESCOSA by notice in the Gazette,

other than where:

- (vi) the relevant distribution system supplies electricity to less than 10,000 domestic customers; and
- (vii) unless you are a Prescribed Qualifying Customer, the solar photovoltaic generator is an Excluded Generator;

**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;

**Responsible Person** means the person who is responsible for the meter at your Supply Address in accordance with the National Electricity Rules under the *National Electricity Law*;

**Retailer Credit** means:

- (i) the prescribed amount determined by the ESCOSA in accordance with the FIT Legislation; and
- (ii) the Voluntary Retailer Credit (if any);

**Scheme** means the scheme to allow Qualifying Generators to feed in to the distribution network as set out in the FIT Legislation;

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

**Voluntary Retailer Credit** means the dollar amount per kilowatt hour (if any) determined by us in addition to any applicable prescribed amount (as that term is described in the definition of Retailer Credit).

(b) In this Contract:

- (i) the words "including", "includes" and "for example" must be construed as if followed by the words "without being limited to";
- (ii) the singular includes the plural and vice versa; and
- (iii) 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.