

# Feed-in Tariff Terms.

## SOUTH AUSTRALIA

### About these Terms

1. These Terms set out the conditions on which we'll provide FiT Credits to you under the FiT Contract.

### Scope of FiT Contract

2. The FiT Contract governs our provision of FiT Credits to you for electricity generated by the Electricity Generation Facility at the Supply Address, and will apply in addition to the Contract without limiting, varying or excluding the operation of the Contract in any way.
3. 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

4. To be eligible for the DFIT and the RFIT:
  - (a) you must be a Qualifying Customer, and
  - (b) meet any other eligibility criteria set by the Scheme.
5. To be eligible for the Voluntary Retailer Credit, you must:
  - (a) be party to a Market Contract that includes the Voluntary Retailer Credit
  - (b) generate electricity at the Supply Address through an appropriate Electricity Generation Facility
  - (c) be exempt from any requirement under the Energy Laws to hold a licence to generate electricity for supply or sale, and
  - (d) have a suitable meter type and tariff at the Supply Address.
6. If we determine that you're not, or cease to be, eligible for:
  - (a) the Scheme, we'll contact you to advise you of any other options you may have, or
  - (b) the Voluntary Retailer Credit (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:
    - (i) if you're a Small Customer, continue to:
      - sell you electricity under our Standard Retail Contract, and
      - provide you the RFIT for as long as you're eligible and the Scheme is in place, or
    - (ii) if you're a Large Customer, take any action permitted by the Market Contract, and
    - (iii) recover any FiT Credits that were provided to you, which you were not entitled to.

### Commencement

7. Before the FiT Contract can commence:
  - (a) you must be party to a Contract with us
  - (b) we must be supplying electricity to you under the Contract
  - (c) you must expressly consent to entering into the FiT Contract, and

(d) you must be eligible for the Scheme, or the Voluntary Retailer Credit, as applicable.

8. If you haven't previously received a feed-in tariff from us or another retailer, you must also provide us with evidence that:
  - (a) the Electricity Generation Facility has been connected to the distribution network with the consent, and to the satisfaction, of your Distributor, and
  - (b) 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:

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

### Connection of a new Electricity Generation Facility

9. 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 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 appropriate Electricity Generation Facility. Our request to your Distributor will include details of any necessary metering.
10. 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.
11. 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 FiT Credit owed to you on your next electricity bill

### Meter reading

12. 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 FiT Credit on meter readings as often as possible, and at least once a year.
13. 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 Contract apply to the meter under the FiT Contract, and that the 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.

14. If we're not able to reasonably or reliably base the FiT Credit 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 FiT Credit unless:
- (a) your Distributor, or our representative, estimates the electricity generated by the Electricity Generation Facility in line with applicable regulations, or
  - (b) we, at our discretion, estimate your bill in line with the Contract.

### How we'll apply the FiT Credit

15. We'll apply the FiT Credit to reduce the amount due on your electricity bills by the net amount of electricity generated by the Electricity Generation Facility and supplied into the distribution network.
16. We'll apply the FiT Credit as frequently as we bill you for the electricity you use.
17. If the FiT Credit exceeds the charges in any billing period, we'll add the excess to the FiT Credit on your next electricity bill and continue to carry over any excess to future electricity bills until the excess is used up.
18. If there's a FiT Credit excess remaining:
- (a) at the end of the first 12 months of the FiT Contract, and at the end of each 12 month period after that, or
  - (b) 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 provide the FiT Credit for electricity received and measured on your meter, or estimated under clause 14. 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 FiT Credit 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 FiT Credit

23. We may review the FiT Credit applied to your electricity bill if we think it's incorrect, or if you ask us to.
24. If we find that the FiT Credit is more than what it should've been, we'll recover the over-credit:
- (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 the FiT Credit is less than what it should've been, we'll add the amount under-credited 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 RFiT and Voluntary Retailer Credit

26. We may vary the structure or amount of:
- (a) the DFiT, if the Scheme is changed
  - (b) the RFiT, in line with the Contract of if the Scheme is changed, and
  - (c) the Voluntary Retailer Credit, in line with the Market Contract.
27. We may stop providing:
- (a) the DFiT or RFiT, if the Scheme is repealed, and
  - (b) the Voluntary Retailer Credit, in line with the Market Contract.
28. We'll give you notice of any variation in line with applicable regulations.

### Uncontrollable events

29. 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.
30. 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

31. If you request historical FiT Credit 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

32. You must:
- 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
  - maintain the Electricity Generation Facility (and all associated equipment) in good working and reliable order, and
  - 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

33. 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 South Australia.

## Termination

34. The FiT Contract will continue until the earlier of the date:
- you end the FiT Contract (which you may do at any time)
  - we end the FiT Contract (for example, because you stop being eligible for the FiT Credit, or the Scheme ends)
  - we're no longer your electricity retailer at the Supply Address
  - you no longer occupy the Supply Address
  - 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
  - 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
  - if electricity supply to the Supply Address is disconnected, when you no longer have a right under the Contract to be reconnected, or
  - the Electricity Generation Facility is decommissioned or removed.
35. 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.
36. Ending the FiT Contract won't limit, vary or exclude the operation of the Contract, unless the Contract is also ended in line with the Contract terms.

## Disconnection

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

## Liabilities

38. 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.
39. 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.
40. We're not responsible for any act, omission, default or negligence of any third party, including your Distributor.
41. To the extent permitted by law, you agree to:
- 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
  - 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

42. Subject to clause 28, 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.
43. A notice, consent, document or other communication given by us under the FiT Contract will be given in line with the Contract.
44. 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.
45. 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 DFIT, if:
    - you upgrade or alter the Qualifying Generator
    - install an energy storage device (like battery storage), or
    - unless you're a Prescribed Qualifying Customer, install another Qualifying Generator, and
  - the RFiT and the Voluntary Retailer Credit if the capacity of the Electricity Generation Facility becomes more than permitted by the Contract.
46. 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.

**Contract** means a Market Contract, or a Standard Retail Contract, as the context requires.

**DFiT** means the Distributor feed-in tariff, fixed at 44c per kilowatt hour:

- (a) for Qualifying Customers with a Qualifying Generator connected to a distribution network between 1 July 2009 and 30 September 2011, and
- (b) for Qualifying Customers with a Qualifying Generator connected to a distribution network between 1 September 2010 and 31 August 2010, credited only for the first 45 kilowatt hours of electricity fed into the network each day.

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

**Electricity Generation Facility** means:

- (a) in the case of the Scheme, a Qualifying Generator, and
- (b) in the case of the Voluntary Retailer Credit, 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 South Australia, including the *Electricity Act 1996 (SA)*, the *Electricity (Feed-in Scheme - Solar Systems) Amendment Act 2008 (SA)*, the *Electricity (Miscellaneous) Amendment Act 2011 (SA)* and any other applicable acts, rules, regulations, orders, guidelines, licences, codes or conditions imposed relevant to the feed-in arrangement.

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

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

**FiT Credit** means the amount provided by us to you for the Voluntary Retailer Credit, or under the Scheme, as applicable.

**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 Voluntary Retailer Credit, 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.

**Prescribed Qualifying Customer** means a Small Customer whose Qualifying Generator:

- (a) was approved for connection to the distribution network before 1 September 2010
- (b) fed electricity into the distribution network by 29 January 2012, and
- (c) hasn't been altered or disconnected and moved after 1 September 2010.

**Qualifying Customer** means a Small Customer who has, before 1 October 2011:

- (a) a Qualifying Generator connected to a distribution network, or
- (b) received permission to connect a Qualifying Generator to a distribution network and, within 120 days after 1 October 2011, made arrangements for a new meter to be installed on account of that connection,

and includes a Prescribed Qualifying Customer.

**Qualifying Generator** means a small photovoltaic generator that:

- (a) has a capacity of up to 10 kilovolt ampere for a single phase connection and up to 30 kilovolt ampere for a three phase connection;
- (b) complies with Australian Standard AS 4777 (as in force from time to time or as substituted from time to time);
- (c) is connected to a distribution network that supplies electricity to at least 10,000 residential customers, in a manner that allows generated electricity to be fed into the network,
- (d) 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, and
- (e) except in the case of a Prescribed Qualifying Customer, isn't a generator that, in the opinion of the Distributor from which permission to connect the generator is sought, is installed for the dominant purpose of feeding generated electricity into the distribution network.

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

**RFiT** means the retailer feed-in tariff that's set by us and monitored by ESCOSA under the Scheme.

**Scheme** means:

- (a) the DFiT scheme under the Energy Laws, which expires on 30 June 2028, and
- (b) the RFiT scheme under the Energy Laws.

**Small Customer** means a customer that uses less than 160MWh electricity per year.

**Standard Retail Contract** means, if you're a Small Customer, our agreement to sell you electricity at regulated prices, terms and conditions.

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

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

**Voluntary Retailer Credit** means the amount we'll credit you, separate to the Scheme, for the electricity you generate from your Electricity Generation Facility.