

Feed-in Tariff Terms.



VICTORIA

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 MFiT, you must:
 - (a) generate electricity at the Supply Address through a Small Renewable Energy Generation Facility
 - (b) be exempt under section 17 of the Electricity Act from the requirement to hold a licence to generate electricity for supply or sale, and
 - (c) have a suitable meter type and tariff at the Supply Address.
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 under section 17 of the Electricity Act from the requirement 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 MFiT, 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 MFiT 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.

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 MFiT 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 an appropriate Certificate of Electrical Safety from the registered electrical contractor who installed the Electricity Generation Facility at the Supply Address. (If you've previously received a feed-in tariff from another retailer and you're transferring to us, we don't require a Certificate of Electrical Safety).

Connection of the 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 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 under the *Electricity Safety Act 1998 (Vic)* and all documentation 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 as an offset against the charges on your electricity bills, at the same frequency that you're billed.
- 16. 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. 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.
- 17. We'll only provide a 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

- 18. 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.
- 19. 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).
- 20. Terms used in clauses 18 and 19 that are used in the GST Act have the same meaning as in the GST Act.

Review of FiT Credit

- 21. We may review the FiT Credit applied to your electricity bill if we think it's incorrect, or if you ask us to.
- 22. 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 Retail Code, and
 - (b) if you're a Large Customer, in line with the Contract or as otherwise agreed between us.
- 23. 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 FiT Credit

- 24. We may vary the structure or amount of the FiT Credit for:
 - (a) the MFiT, if the Scheme is changed, and
 - (b) the Voluntary Retailer Credit, in line with the Market Contract.
- 25. We may stop providing the FiT Credit for:
 - (a) the MFiT, if the Scheme is repealed, and
 - (b) the Voluntary Retailer Credit, in line with the Market Contract.
- 26. We'll give you notice of any variation as soon as possible, but by no later than your next bill.

Uncontrollable events

- 27. 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.
- 28. 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 Retail Code, and
 - (b) if you're a Large Customer, in line with the Contract or as otherwise agreed between us.

Provision of information

- 29. Within 10 Business Days of a request from you, we'll give you information about our feed-in tariffs that you may be eligible for, in writing if you request.
- 30. We'll retain your FiT Credit information for a minimum of two years, even if the FiT Contract and the Contract have ended.
- 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 Retail Code, and
 - (b) if you're a Large Customer, in line with the Contract or as otherwise agreed between us.

Your obligations

- 32. 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

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 of Victoria.

Termination

34. 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 Contract to be reconnected
 - (g) you're no longer eligible for the Scheme (whether due to a change in circumstances in relation to the Electricity Generation Facility or the Supply Address or because of a change in the Scheme) or the Scheme is repealed, or
 - (h) 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.

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 24, 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, or is reasonably necessary due to a change in the Scheme (in which case any replacement feed-in tariff terms published by us under the Electricity Act will apply under the FiT Contract in place of these Terms, with effect from when the replacement terms take effect, provided we notify you of the variation).
42. A notice, consent, document or other communication given by us under the FiT Contract will be given in line with the 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:
- (a) for the MFiT if the capacity of the Electricity Generation Facility becomes equal to or more than 100 kilowatts, and
 - (b) for the Voluntary Retailer Credit if the capacity of the Electricity Generation Facility becomes more than permitted by the Market Contract.
45. You acknowledge that, in order to be eligible under the Scheme, you must be a "relevant generator" as defined in section 40F of the Electricity Act (being, in general terms, a licensed generator or a person who is exempt from being licensed). You must notify us immediately if you're no longer a relevant generator.
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.

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

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

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

Electricity Generation Facility means:

- (a) in the case of the MFiT, a Small Renewable Energy Generation Facility, 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.

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 MFiT or the Voluntary Retailer Credit, 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.

MFiT means the minimum feed-in tariff that must be offered by us under section 40G of the Electricity Act.

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

Scheme means the MFiT scheme.

Small Customer means a residential customer, or a business customer that uses electricity at or below a level specified in the Electricity Act.

Small Renewable Energy Generation Facility means a facility of the following kind, connected to a distribution system, which generates electricity and has an installed or name-plate generating capacity of less than 100 kilowatts:

- (a) a wind energy generation facility
- (b) a solar energy generation facility
- (c) a hydro generation facility, or
- (d) a biomass energy generation facility.

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 Victoria, 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.