



# Victoria Government Gazette

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## Electricity Industry Act 2000

AGL SALES PTY LIMITED ABN 88 090 538 337

Premium Solar Feed-in Tariff, Terms and Conditions

### IMPORTANT NOTE

This publication is pursuant to section 40FF of the **Electricity Industry Act 2000**, which requires AGL Sales Pty Limited (AGL) as a relevant licensee to publish premium solar feed-in tariff, terms and conditions on which AGL will provide qualifying customers with premium solar feed-in credits or payments for qualifying solar energy generation electricity from a qualifying solar energy generating facility (solar generation export) during the premium solar feed-in tariff period.

These terms and conditions will become effective in accordance with section 40H of the **Electricity Industry Act 2000**.

Your distributor may need to change the type of meter at your supply address to connect your qualifying solar electricity generation facility to the distribution system. In some cases your previous retail tariff may not be available as a result of this change. This may mean we are not able to offer you an electricity sale contract with a retail tariff that includes a dedicated circuit controlled load component in conjunction with this offer.

We recommend that you seek the advice of an expert tradesman and your Distributor to ensure that the connection of your Solar Facility to the relevant Distribution System is safe, reliable and complies with all Regulatory Requirements and your connection agreement with your Distributor.

### PREMIUM SOLAR FEED-IN OFFER

AGL Sales Pty Limited ABN 88 090 538 337, of 120 Spencer Street, Melbourne, Victoria 3000 (referred to as 'we', 'our' or 'us' in the Premium Solar Feed-in Plan) makes the following offer to Qualifying Customers (referred to as 'you' or 'your' in the Premium Solar Feed-in Plan):

<b>1</b>	<b>PREMIUM SOLAR FEED-IN TARIFF AND CHARGES</b>	
1.1	<b>AGL PREMIUM SOLAR FEED-IN TARIFF</b>	<b>\$0.68 per kWh (GST exclusive)</b>
1.2	<b>DISTRIBUTION AND METERING CHARGES</b>	All Distribution and Metering related charges for the Solar Facility at your Supply Address, if they are not recovered under your Electricity Sale Contract with us, will be charged at the relevant price applicable under your Electricity Sale Contract.
1.3	<b>ADMINISTRATION COSTS</b>	\$10.00 (GST exclusive) Credit Balance Payment Fee
<b>2</b>	<b>CREDIT OR PAYMENT FOR QUALIFYING SOLAR ENERGY GENERATION ELECTRICITY</b>	
2.1	Credit to your bill issued for each Billing Period under your Electricity Sale Contract with us, or payment, in accordance with clause 6 of the Premium Solar Feed-in Terms.	
<b>3</b>	<b>PREMIUM SOLAR FEED-IN PLAN END DATE</b>	
3.1	<b>1 November 2024</b> , unless terminated earlier in accordance with the Premium Solar Feed-in Terms.	

**SPECIAL**

**Please note:**

- To accept this Premium Solar Feed-in Offer, call us on 131 245.
- You may assign to us any available or assignable Renewable Energy Certificates that you have not already assigned to a third party by returning the form we will send to you if you accept this Premium Solar Feed-in Offer.
- You must either provide us with your ABN if you are registered for GST, or return to us the No Tax Withholding Declaration form we will send to you if you accept this Premium Solar Feed-in Offer.

**1 ABOUT YOUR AGL PREMIUM SOLAR FEED-IN PLAN****1.1 AGL Premium Solar Feed-in Plan**

- 1.1.1 These Premium Solar Feed-in Terms, and any Premium Solar Feed-in Offer we make which refers to them and incorporates them, form a contract between you and us ('Premium Solar Feed-in Plan'), under which we will credit or pay you for your Solar Generation Export.
- 1.1.2 The terms of the Premium Solar Feed-in Offer will prevail over these Premium Solar Feed-in Terms to the extent of any inconsistency.

**1.2 Nature of Premium Solar Feed-in Plan and Acceptance**

- 1.2.1 We will provide Premium Solar Feed-in Credits in accordance with this Premium Solar Feed-in Plan, from the Commencement Date and for the Term of your Premium solar Feed-in Plan.
- 1.2.2 This Premium Solar Feed-in Plan is only available to a Qualifying Customer, who is a person occupying a Supply Address in Victoria:
  - (a) as their principal place of residence ('Residential Customer'); or
  - (b) otherwise than as their principal place of residence, who has an annual electricity consumption of 100 MWh or less at the relevant Supply Address connection point at which the Solar Facility is located ('Small Business Customer' or 'Community Organisation Customer');and who:
  - (c) purchases electricity from us under an Electricity Sale Contract with us for that Supply Address; and
  - (d) engages in the generation of electricity by means of a Solar Facility at that Supply Address.
- 1.2.3 By accepting this Premium Solar Feed-in Plan, you are unable to enter into bill smoothing arrangements with us in relation to your Electricity Sale Contract because bill smoothing is inconsistent with our ability to perform our obligation to provide you with Premium Solar Feed-in Credits in accordance with this Premium Solar Feed-in Plan.
- 1.2.4 This Premium Solar Feed-in Plan is only available for the Solar Facility listed in the Premium Solar Feed-in Offer, and is not transferable.
- 1.2.5 By accepting this Premium Solar Feed-in Plan, you agree to be bound by the terms of the Premium Solar Feed-in Offer and these Premium Solar Feed-in Terms.
- 1.2.6 If you already have a contract with us for credit or payment for Solar Generation Export, this Premium Solar Feed-in Plan replaces it in respect of that Solar Generation Export from the Commencement Date onwards.

**1.3 Definitions and Interpretation**

The glossary set out in clause 12 of these Premium Solar Feed-in Terms provides the meanings of certain capitalised words used in this Premium Solar Feed-in Plan and the rules of interpretation applying to this Premium Solar Feed-in Plan.

## **2 COMMENCEMENT AND TERM**

### **2.1 Connection to Distribution System**

2.1.1 If you ask us to, we will request that your Distributor connect your Solar Facility to the Distribution System. We will ensure that we do this as soon as possible (and not later than one Business Day) after you, agree to pay any connection charge required to be paid by you under this Premium Solar Feed-in Plan (see clause 2.1.2 below) and, provide us with:

- (a) Acceptable Identification, if requested by us;
- (b) your contact details;
- (c) details about the installation of any necessary Meter at your Supply Address;
- (d) if the Solar Facility is affixed to or forms part of a rental property, contact details for the property owner or the owner's agent;
- (e) all documentation required under electricity safety legislation;
- (f) confirmation that you have entered into a connection agreement with your Distributor for the connection of your Solar Facility to the Distribution System (unless we arrange the connection on your behalf); and
- (g) all other documentation reasonably required by us and the relevant Distributor, including the details of any agreed distribution network tariff reassignment to be performed by your Distributor (where known by you).

2.1.2 Any Distribution charges in relation to the connection of your Solar Facility to the Distribution System, to the extent they are not recovered under your Electricity Sale Contract, will be charged at the relevant applicable price under your Electricity Sale Contract.

### **2.2 Commencement Date**

2.2.1 This Premium Solar Feed-in Plan begins on the date you accept it in accordance with these Premium Solar Feed-in Terms. However, our obligations under this Premium Solar Feed-in Plan will not begin until the Commencement Date.

2.2.2 The Commencement Date under this Premium Solar Feed-in Plan will be the date on or after the Scheme Start Date on which all the following conditions are satisfied:

- (a) we have become Responsible for your Supply Address under a binding Electricity Sale Contract;
- (b) the Solar Facility at your Supply Address, in accordance with Regulatory Requirements and the requirements of your Distributor, is connected to the relevant Distribution System in conjunction with the relevant Distributor's approved premium solar feed-in network tariff;
- (c) the relevant cables and appliances for your Solar Facility are certified as complying with Regulatory Requirements and the requirements of your Distributor;
- (d) if requested by us, you have provided to our satisfaction:
  - (i) Acceptable Identification, billing contact details, and information concerning your Solar Facility; and
  - (ii) if you are not the owner of the property, the consent of, or contact numbers for, the property owner or agent; and,
- (e) you have given your explicit informed consent to entering into this Premium Solar Feed-in Plan.

### **2.3 Term of Premium Solar Feed-in Plan**

Your Premium Solar Feed-in Plan will continue until the End Date specified in the Premium Solar Feed-in Offer, unless it ends earlier in accordance with clause 3.

### **3 TERMINATION**

#### **3.1 When can you terminate this Premium Solar Feed-in Plan?**

3.1.1 You may terminate this Premium Solar Feed-in Plan at any time by letting us know by phone or in writing.

3.1.2 This Premium Solar Feed-in Plan will end on the later of:

- (a) the date specified in your notice to us in accordance with clause 3.1.1;
- (b) the date on which we receive your notice to us in accordance with clause 3.1.1; or
- (c) if you terminated this Premium Solar Feed-in Plan in order to enter into a contract with another retailer for credit for Solar Generation Export, the date that other retailer becomes responsible for your Solar Generation Export.

#### **3.2 When can we terminate this Premium Solar Feed-in Plan?**

3.2.1 We may terminate this Premium Solar Feed-in Plan if:

- (a) you enter into a contract with another retailer for the sale by you of Solar Generation Export (in which case this Premium Solar Feed-in Plan automatically ends on the date the obligations of the other retailer commence under that other contract);
- (b) you vacate your Supply Address (in which case this Premium Solar Feed-in Plan ends on the later of either the date you vacate your Supply Address, or the date that you give us written notice that you have vacated your Supply Address);
- (c) under the terms of our Electricity Sale Contract with you, your Supply Address is disconnected and you no longer have any right to be reconnected (in which case this Premium Solar Feed-in Plan will terminate upon disconnection, or if a right to reconnection exists, upon expiry of that right);
- (d) you breach any of your obligations under the terms of this Premium Solar Feed-in Plan and fail to remedy that breach within 10 Business Days of us giving you notice specifying the breach and requiring it to be remedied (in which case this Premium Feed-in Plan will terminate at the expiry of that 10 Business Day period);
- (e) the installed or name-plate generating capacity of your Solar Facility exceeds 5 kilowatts;
- (f) if you are a Small Business Customer or Community Organisation Customer, and your annual electricity consumption exceeds 100 megawatt hours at the relevant Supply Address connection point at which the Solar Facility is located; or
- (g) we are no longer required under Regulatory Requirements to provide you with Premium Solar Feed-in Credits for Solar Electricity.

3.2.2 If you no longer have an Electricity Sale Contract with us, we can terminate this Premium Solar Feed-in Plan.

#### **3.3 Effect of termination**

Termination will not affect your or our obligation to pay any amount due at the date of termination, or any accrued rights or remedies that we or you may have under this Premium Solar Feed-in Plan.

### **4 DISCONNECTION**

#### **4.1 Disconnection**

4.1.1 We may disconnect your Supply of Solar Generation Export (or request that your Distributor do so), if:

- (a) it is a necessary incident of exercising our right to disconnect the supply of electricity to your Supply Address under the terms of your Electricity Sale Contract with us; or
  - (b) this Premium Solar Feed-in Plan ends for any of the reasons in clause 3.
- 4.1.2 If we disconnect your Supply of Solar Generation Export in accordance with clause 4.1.1, we may charge you a disconnection fee reflecting our direct costs arising from the disconnection (to the extent that those costs are not already being recovered by us under your Electricity Sale Contract).

#### **4.2 Reconnection**

If your Supply Address has been reconnected in accordance with the terms of your Electricity Sale Contract, we will arrange for your Supply of Solar Generation Export to be reconnected on payment of a reconnection fee reflecting our direct costs arising from the disconnection and reconnection (to the extent that those costs are not already being recovered by us under your Electricity Sale Contract)

### **5 PREMIUM SOLAR FEED-IN TARIFF AND VARIATIONS**

#### **5.1 Credits calculated from Tariff set out in Premium Solar Feed-in Offer**

5.1.1 The initial AGL Premium Solar Feed-in Tariff is set out in the Premium Solar Feed-in Offer.

5.1.2 We will credit you for Solar Generation Export during each Billing Period in accordance with the following formula:

$$\text{Premium Solar Feed-in Credit} = E \times T$$

Where:

Premium Solar Feed-in Credit =

the amount which will credit to your bill for the relevant Billing Period under your Electricity Sale Contract on account of Solar Generation Export during that Billing Period,

E = the volume of Solar Generation Export (in kWh) during that Billing Period, and

T = the AGL Premium Solar Feed-in Tariff current at that time (in cents per kWh).

#### **5.2 Pass through of Distribution and Metering Costs**

5.2.1 Any Distribution and Metering charges in relation to your Solar Facility or Solar Generation Export, to the extent that they are not recovered under your Electricity Sale Contract, will be charged at the relevant applicable price under your Electricity Sale Contract. These costs can include, but are not limited to, any costs imposed in relation to the disconnection or reconnection of your Solar Facility and costs for the provision, maintenance or reading (including any special Meter reading) of electricity Meters at the Supply Address where your Solar Facility is located.

#### **5.3 Administration Costs**

We can charge you administration costs incurred by us in offering or servicing this Premium Solar Feed-in Plan, which are the cost of:

- (a) labour or additional systems capability associated with administering the Premium solar Feed-in Plan;
- (b) administering the pass through of costs imposed by your Distributor and any Metering service provider; or
- (c) making a payment to you in accordance with clause 6.

**5.4 Tax Changes and Changes in Regulatory Requirements**

If an Increased Tax Cost Event or a change in Regulatory Requirements occurs and as a result we determine that there has been an increase in the costs to us to perform our obligations under this Premium Solar Feed-in Plan, you must pay any additional amounts we notify to you as being necessary to compensate us for that increase.

**5.5 Variations**

5.5.1 We may vary the AGL Premium Solar Feed-in Tariff and any other charges under this Premium Solar Feed-in Plan that are not referenced to your Electricity Sale Contract by providing you with prior written notice of that variation. However, the AGL Premium Solar Feed-in Tariff as varied by us will not be less than the minimum premium solar feed-in tariff required to be offered by us under the Regulatory Requirements.

5.5.2 We may vary the charges referenced to your Electricity Sale Contract by following the procedure set out for doing so in your Electricity Sale Contract.

**5.6 Timing of Variations**

5.6.1 A variation to your AGL Premium Solar Feed-in Tariff or any other charges under this Premium Solar Feed-in Plan that are not referenced to your Electricity Sale Contract will take effect on the date specified in our notice given under clause 5.5.1.

5.6.2 Any notice of variation will form part of this Premium Solar Feed-in Plan from the effective date of the variation.

5.6.3 If the date on which an AGL Premium Solar Feed-in Tariff variation is to take effect occurs during a Billing Period, the AGL Premium Solar Feed-in Credit for that Billing Period will be calculated using both the previous and new (as varied) AGL Premium Solar Feed-in Tariffs on a pro-rata basis in accordance with Regulatory Requirements.

**6 PREMIUM SOLAR FEED-IN CREDITS AND PAYMENTS****6.1 Format and Timing of Premium Solar Feed-in Credits**

The account summary set out in each bill issued by us under your Electricity Sale Contract for the Supply Address for each Billing Period will include the following:

- (a) your Premium Solar Feed-in Credit for the Billing Period;
- (b) your current charges for the Billing Period, being the charges payable under the Electricity Sale Contract and this Premium Solar Feed-in Plan for the Billing Period; and
- (c) your account credit or debt balance, which is the amount that your account is in credit or debt at the end of the Billing Period, calculated as the sum of the balance carried forward from the previous Billing Period and the current charges for the Billing Period less the Premium Solar Feed-in Credit for the Billing Period.

**6.2 Calculation of Bills**

6.2.1 Unless you provide your explicit informed consent for bills to be calculated in some other way, the amount of Solar Generation Export will be derived from consecutive Meter Readings. Where Meter Readings are unavailable, it will be derived from estimates determined in accordance with Regulatory Requirements. We will use our Best Endeavours to ensure that your Meter is read at least once in any 12 month period.

6.2.2 In the event we obtain a Meter Reading after we have used an estimate to identify the amount of Solar Generation Export, we will make any appropriate adjustment in your next bill.

6.2.3 If the account summary set out in a bill issued by us under your Electricity Sale Contract has an account credit balance, subject to clauses 6.3 and 6.4, the account credit balance will be applied towards the next bill issued by us under the Electricity Sale Contract for the next Billing Period.

6.2.4 If the account summary set out in a bill issued by us under your Electricity Sale Contract has a debt owing on the account, the debt owing is payable by you in accordance with the Electricity Sale Contract.

6.2.5 This clause 6 will operate subject to clause 11.3.6.

### **6.3 Annual Credit Balance Payment**

6.3.1 If an account credit balance of \$50.00 or greater appears on the first bill issued by us under your Electricity Sale Contract after an anniversary of the Scheme Start Date, provided that you request that we do so within 10 Business Days after the date we issue the relevant bill, we will pay you that amount (an 'Annual Credit Balance Payment'). We may charge a Credit Balance Payment Fee to recover our reasonable administration costs of doing so.

6.3.2 An Annual Credit Balance Payment made by cheque will be sent to the address to which bills are sent under your Electricity Sale Contract within 10 Business Days of your request.

6.3.3 An Annual Credit Balance Payment made by electronic funds transfer into an account that you nominate will be processed by us within one Business Day of your request.

6.3.4 Following an Annual Credit Balance Payment by us, an opening balance of zero will apply to the next bill issued by us under the Electricity Sale Contract. This does not affect the accumulation of your Premium Solar Feed-in Credit for any Billing Period.

### **6.4 Final Credit Balance Payment**

Following termination of this Premium Solar Feed-in Plan, we will pay you the amount of any account credit balance appearing on the last bill issued by us under your Electricity Sale Contract by cheque to an Australian postal address nominated by you within 10 Business Days. We may charge a Credit Balance Payment Fee to recover our reasonable administration costs of doing so.

### **6.5 Review of Bills**

6.5.1 We will review a bill in relation to a Premium Solar Feed-in Credit at your request. Our review will be in accordance with our Complaints and Dispute Resolution Procedure outlined in clause 10.

6.5.2 If our review shows the Premium Solar Feed-in Credit and bill to be correct, you must pay the total amount due of any outstanding bill in full or request a Meter test under clause 6.6. If our review shows the bill to be incorrect, clause 6.7 will apply.

### **6.6 Meter Testing**

6.6.1 If you require your Meter to be tested after the completion of the review process under clause 6.5, we will refer you to the Distributor or Meter testing authority who will test the Meter at a charge for their services. You must pay us any relevant fee in advance. We will give you a copy of the results of the test if the testing authority does not do so.

6.6.2 If the Meter is accurate you must pay the total amount due as indicated on the bill.

6.6.3 If the Meter is defective and favours you by more than the amount allowable in the Metering Standards, you must pay us the difference between the value of the metered Solar Generation Export for which you received a Premium Solar Feed-in Credit and the value of the calculated actual Solar Generation Export for which you should have received a Premium Solar Feed-in Credit (an 'over-credit'), and we will reimburse any fee you are charged pursuant to clause 6.6.1. The over-credit, and any fee refund payable by us to you, will be applied as an adjustment to your next bill in accordance with clauses 6.7.2 and 6.7.3.

- 6.6.4 If the Meter is defective and favours us by more than the amount allowable in the Metering Standards, we will credit you the difference between the value of the metered Solar Electricity for which you received a Premium Solar Feed-in Credit and the value of the calculated actual Solar Electricity for which you should have received a Premium Solar Feed-in Credit (an 'under-credit'), and we will reimburse any fee you are charged pursuant to clause 6.6.1. The under-credit, and any fee refund payable by us to you, will be applied as an adjustment to your next bill in accordance with clauses 6.7.5 and 6.7.6.
- 6.6.5 We reserve the right to carry out such tests on your Solar Facility which we deem to be reasonably necessary, including tests on your Solar Facility's anti-islanding features and tests on power output quality of its inverter.
- 6.7 Errors in a Premium Solar Feed-in Credit**
- 6.7.1 If there are errors in your Premium Solar Feed-in Credits, or if we are informed of errors in the amount of Solar Generation Export, we will adjust the amount of your next bill.
- 6.7.2 If a bill shows a Premium Solar Feed-in Credit in excess of that to which you are entitled (an 'over-credit'), the following procedure will apply:
- (a) where the over-credit results from a failure of our billing systems, we will only seek to adjust your bill by the amount over-credited in the nine months prior to your last bill (or, if we have not sent you a bill, prior to the date on which we notify you of the over-crediting); or
  - (b) subject to clause 6.7.4, in any other case we will only seek to adjust your bill by the amount over-credited in the twelve months prior to your last bill (or, if we have not sent you a bill, prior to the date on which we notify you of the over-crediting),
- and we will list the amount as a separate item in the bill for your next Billing Period, together with an explanation of the amount.
- 6.7.3 You will not be charged interest on any over-credited amount. If the adjustment for over-crediting results in you owing us money under your Electricity Sale Contract with us, you have the option of paying that amount in agreed instalments over a period at least equal to the period over which the over-crediting occurred.
- 6.7.4 If we have over-credited you as a result of fraud, or use of electricity otherwise than in accordance with this Premium Solar Feed-in Plan or your Electricity Sale Contract, we may:
- (a) estimate the amount of Solar Generation Export; and
  - (b) bill you or take debt recovery action for the amount you have been over-credited.
- 6.7.5 If a bill shows a Premium Solar Feed-in Credit less than that to which you are entitled (an 'under-credit'), we will:
- (a) inform you of the under-credit within 10 Business Days of our becoming aware of the error; and
  - (b) credit the additional amount on your next bill.
- 6.7.6 We are not obliged to pay you interest for any under-crediting.
- 6.8 Access to Meter**
- 6.8.1 Subject to complying with any Regulatory Requirements, you must allow us or our representative safe, convenient and unhindered access to the place at which your Solar Facility is located, for the following purposes:
- (a) to read the Meter;
  - (b) for connection, disconnection, reconnection, maintenance and repair;
  - (c) to inspect or test the metering installation; and
  - (d) to otherwise assist us to comply with our obligations under this Premium Solar Feed-in Plan or the Regulatory Requirements.

- 6.8.2 You must advise us immediately if you become aware of any potential safety hazard at your Supply Address. You must provide us or our representative with any necessary protection against that hazard.

#### **6.9 Information about AGL Premium Solar Feed-in Tariff**

On request, we will provide you with information on any AGL solar feed-in tariff we offer for Solar Generation Export. We will provide that information within 10 Business Days of your request. If you request it, we will provide that information in writing.

### **7 INFORMATION, PRIVACY AND COMMUNICATION**

#### **7.1 Information We Require From You**

7.1.1 You must ensure that your name and Supply Address are correctly set out in the Premium Solar Feed-in Offer, and provide us with Acceptable Identification before we are required to begin purchasing Solar Generation Export. The main reasons that we need to collect Personal Information from you are set out in more detail in clause 7.2 below.

7.1.2 You must advise us promptly if:

- (a) there is any change in your contact details;
- (b) there is any change in access to the Meter;
- (c) there is any change in electrical wires or appliances which may affect the quality or safety of the Solar Generation Export by you under this Premium Solar Feed-in Plan;
- (d) you cease to be the registered proprietor of the Supply Address;
- (e) you carry out any changes to your Solar Facility; or
- (f) you cease to operate your Solar Facility at the Supply Address.

7.1.3 Our obligations under this Premium Solar Feed-in Plan are subject to you providing us with this information and any other Personal Information we reasonably request from you.

7.1.4 You also authorise:

- (a) us, to request your electricity export data for the 12 months preceding your last Meter Reading from your Distributor; and
- (b) your Distributor, to release to us your electricity export data for the 12 months preceding your last Meter Reading.

#### **7.2 How We Use and Disclose Personal Information About You**

7.2.1 We are committed to protecting your privacy and handling all Personal Information in accordance with the Privacy Act, other Regulatory Requirements and our Privacy Policy.

7.2.2 We need to collect the Personal Information under this Premium Solar Feed-in Plan to facilitate Solar Generation Export, to administer this Premium Solar Feed-in Plan and, if necessary, to transfer you from your existing retailer. We will use and disclose Personal Information about you for these purposes and related purposes, including to send you information about the products and services of any company in the AGL Group, and to ensure that Personal Information and other information we have about you in our databases is accurate, complete and up to date. Subject to clause 7.2.3 below, you authorise us to use and disclose Personal Information for these purposes. You also authorise us to exchange Personal Information about you with any company in the AGL Group, our agents, contractors, franchisees, and other organisations (such as distributors or organisations that process and distribute our contracts and bills) and for them to use Personal Information exchanged in this way for the purposes outlined above. This acknowledgment is made for the purposes of the Privacy Act. It does not constitute an acknowledgment relevant to the application of the Consumer Credit (Victoria) Code.

- 7.2.3 If you do not wish to receive marketing information and offers from us or any company in the AGL Group, or if you do not wish any AGL Group company to use your Personal Information for the above purposes, please contact us on 131 245.
- 7.2.4 We may provide you with marketing information about products and services of companies outside the AGL Group that we believe may be relevant to you. If you do not wish to receive such information, please contact us on 131 245.
- 7.2.5 You acknowledge that in certain circumstances, we may be permitted or required by law to use or disclose Personal Information about you, including your name, address and other details. Such uses or disclosures may include, without limitation:
- (a) disclosures to your Distributor(s), other energy suppliers, metering providers and AEMO or other market operators for purposes of:
    - (i) connecting your Solar Facility to the Distribution System and administering your Premium Solar Feed-in Plan; and
    - (ii) complying with the Energy Retail Code and Regulatory Requirements;
  - (b) disclosures to certain law enforcement agencies for purposes relating to the enforcement of criminal and other laws;
  - (c) uses or disclosures in accordance with a court order;
  - (d) uses or disclosures to lessen or prevent serious threats to an individual's life, health or safety, or to public health or safety; or
  - (e) uses to assist in internal investigations into suspected fraud or other unlawful activities.
- 7.2.6 We may contact you as part of an audit to ensure that you have understood and consented to this Premium Solar Feed-in Plan. We are committed to providing you with quality customer service, and we hope that you will assist us if we contact you.

### **7.3 Access to Information**

- 7.3.1 We will provide you with access to Personal Information we hold about you, unless we are permitted or required to refuse such access by any Regulatory Requirements (including the Privacy Act). If you wish to seek access to any of the Personal Information we hold about you, please contact us on 131 245. To find out more about AGL's Privacy Policy please visit [www.agl.com.au](http://www.agl.com.au)
- 7.3.2 Without limiting your rights under this clause, on request we will provide you with:
- (a) historical data regarding your Solar Generation Export if available;
  - (b) information about efficient energy consumption; or
  - (c) information on any concessions, rebates or grants that may be available, and the eligibility requirements.
- 7.3.3 We will retain your historical data in relation to this Premium Solar Feed-in Plan for at least two years, even if you transfer to another retailer.
- 7.3.4 Except where you request historical data in connection with the handling of a genuine complaint, we may impose an additional charge for the provision of historical data, but only where you have made more than one request in the previous 12 months or the data relates to a period prior to the preceding two years. We may also impose an additional charge for the provision of historical data, where you request that data after we cease to be your retailer.
- 7.3.5 We will use Best Endeavours to provide historical billing data within 10 Business Days of your request.

#### **7.4 Means of Communication**

Except where this Premium Solar Feed-in Plan specifically envisages that we may communicate with you by telephone:

- (a) any communication between us and you under this Premium Solar Feed-in Plan will be in writing or by electronic means such as e-mail to an agreed address; and
- (b) any communication under this Premium Solar Feed-in Plan required to be in writing may be delivered by facsimile or any other electronic means capable of generating a delivery confirmation report.

### **8 YOUR OBLIGATIONS**

#### **8.1 General Obligations**

Our obligations under this Premium Solar Feed-in Plan are subject to you complying with the following requirements:

- (a) you must comply with the Electricity Distribution Code and must give effect to any of the Distributor's rights under that Code;
- (b) you must have a valid and enforceable agreement with your Distributor regarding the connection of your Solar Facility to the relevant Distribution System;
- (c) you must not tamper with or bypass, or permit anyone else to tamper with or bypass, the Meter or associated equipment;
- (d) you must notify us within 14 Business Days if the photovoltaic installed or name-plate generating capacity of your Solar Facility exceeds 5 kilowatts; and
- (e) you must comply with all requirements of your Distributor, and of the Regulatory Requirements regarding:
  - (i) the ongoing connection of your Solar Facility; and
  - (ii) Solar Generation Export.

#### **8.2 Protection and Maintenance of Your Supply**

To enable us to take a reliable and safe Supply of Solar Generation Export from you, you must:

- (a) use your best endeavours to keep the electrical installations at your Supply Address and your Solar Facility in safe condition;
- (b) use your best endeavours to protect our and the Distributor's equipment from damage and interference;
- (c) provide safe, convenient and unhindered access to enable work on the Distribution System to be carried out;
- (d) not allow a person other than an accredited electrical installer to perform work on an electrical installation; and
- (e) not interfere or allow someone to interfere with the Distribution System that delivers electricity to the Supply Address, or with any Meters at the Supply Address.

#### **8.3 If you are not the Owner of the Supply Address**

If you are not the owner of the Supply Address, you might not be able to fulfil some of your obligations under this Premium Solar Feed-in Plan. Therefore, we may require you to request that the owner fulfil those obligations on your behalf. Our obligations to you are conditional on the owner agreeing to fulfil those obligations on your behalf.

## **9 INTERRUPTIONS AND SUPPLY STANDARDS**

### **9.1 Force Majeure Event**

- 9.1.1 If a Force Majeure Event results in either party being in breach of this Premium Solar Feed-in Plan, the obligations of each party will be suspended to the extent they are affected by the Force Majeure Event for the duration of the Force Majeure Event, except any obligations to pay money.
- 9.1.2 The party affected by the Force Majeure Event must use its Best Endeavours to give the other party prompt notice and full details about the Force Majeure Event. They must also give an estimate of its likely duration, the obligations affected by it, the extent it affects those obligations and steps taken to minimise, overcome or remove those effects.
- 9.1.3 For the purposes of clause 9.1.2, and only if the Force Majeure Event is widespread, our requirement to give you prompt notice is satisfied if we make the necessary information available by way of providing a 24 hour telephone service within 30 minutes of being advised of the Force Majeure Event, or otherwise as soon as practicable.
- 9.1.4 The party affected by the Force Majeure Event must use its Best Endeavours to minimise, overcome or remove the Force Majeure Event as quickly as practicable. However, this does not require either party to settle any industrial dispute.

### **9.2 Supply Standards and Interruptions**

- 9.2.1 As your retailer we do not control or operate the Distribution System which accepts Solar Generation Export. We also cannot control the quality, frequency and continuity of acceptance of Solar Generation Export.
- 9.2.2 We, or the Distributor, may cease taking Solar Generation Export for maintenance or repair, for installation of a new connection, in an Emergency, for health and safety reasons, or due to any circumstances beyond our or the Distributor's reasonable control.

### **9.3 Notice of Work**

- 9.3.1 If we, or the Distributor, wish to inspect, repair, test or provide maintenance to the Distribution System at your Supply Address, we will give you prior notice except in the case of Emergency, suspected illegal use, or routine Meter replacements.
- 9.3.2 If the work relates to planned maintenance, we will give you at least four days notice. In any other case, we will give you at least 24 hours notice.

## **10 COMPLAINTS AND DISPUTE RESOLUTION**

### **10.1 Your Right to Review**

You may make a complaint to us about any decision we have made in connection with this Premium Solar Feed-in Plan.

### **10.2 Complaints Handling and Dispute Resolution Procedure**

Subject to anything to the contrary in this Premium Solar Feed-in Plan, when we receive a complaint from you, we will deal with your complaint and try to resolve it as quickly as possible in accordance with our Complaints Handling and Dispute Resolution Procedure outlined below.

### **10.3 Outline of Review Process**

#### **Telephone Complaint**

- 10.3.1 You may telephone us on the number set out on your bill or otherwise communicated to you, to notify us of any complaint in relation to this Premium Solar Feed-in Plan.
- 10.3.2 We will try to resolve your complaint through informal negotiations over the telephone.

**Written Complaint**

10.3.3 Where you are not satisfied with the way we have dealt with your complaint over the telephone, or where you prefer to write to us, you may write to us and formally notify us of your original complaint and your request for a review of your complaint.

10.3.4 On receipt of your written complaint and request for review, we will review your complaint and respond to you in writing within 28 days with our decision.

**Referral to Higher Level**

10.3.5 Where you are not satisfied with the response received from your first point of contact (whether over the telephone or by written complaint), you may have the complaint reviewed at a higher level. This process elevates your complaint through to the appropriate manager, by telephone or in writing as you prefer.

**Referral of Complaint to the Ombudsman**

10.3.6 We are a member of the Energy and Water Ombudsman Victoria Scheme. If you are not satisfied with our review and written response to your complaint, you may contact the Energy and Water Ombudsman Victoria for further review.

**10.4 Detailed Review Process Available**

Please contact us if you would like further details or a copy of our Dispute Resolution Policy, which is also available on our website at [agl.com.au](http://agl.com.au).

**11 GENERAL****11.1 Our Liability**

11.1.1 Title in all Solar Generation Export will pass to us at the point at which that Solar Generation Export enters the relevant Distribution System.

11.1.2 We give no warranties, representations or conditions about the capacity or suitability of the relevant Distribution System to accept Solar Generation Export.

11.1.3 We exclude all liability for any claims, damages or losses you may suffer as a result of the relevant Distribution System failing to accept Solar Generation Export.

11.1.4 Nothing in this Premium Solar Feed-in Plan varies or excludes in any way the operation of section 117 of the Electricity Industry Act, or section 78 of the National Electricity Law.

**11.2 Assignment**

11.2.1 This Premium Solar Feed-in Plan is personal to you and cannot be assigned by you to anyone else.

11.2.2 We can only assign this Premium Solar Feed-in Plan:

- (a) with your consent;
- (b) where we are transferring our obligations under this Premium Solar Feed-in Plan to another company in the AGL Group; or
- (c) where we are transferring to a third party all or substantially all of our retail business.

**11.3 GST**

11.3.1 Unless expressly stated otherwise, all amounts payable or the value of other consideration provided in respect of Supplies made or received in relation to this agreement are expressed as being exclusive of GST (if any).

11.3.2 If a GST is levied or imposed on any Supply made (or deemed to have been made) under or in accordance with this Premium Solar Feed-in Plan, the amounts payable or the value of the consideration provided for that Supply (or deemed Supply) ('Payment') shall be increased by such amount as is necessary to ensure that the amount of the Payment net of GST is the same as it would have been prior to the imposition of GST.

- 11.3.3 Where any amount is payable as a reimbursement, indemnification or similar payment calculated by reference to a loss, cost, expense or other amount incurred, then that amount must be reduced by any input tax credit available to that party and, if a taxable supply, must be increased by the GST payable in relation to the supply and a tax invoice will be provided by the party being reimbursed or indemnified.
- 11.3.4 Subject to clause 11.3.6, all GST payable shall be payable at the time any payment to which it relates is payable. Where any GST payable is not referable to an actual payment then it shall be payable within 10 days of a tax invoice being issued by the party making the Supply.
- 11.3.5 Subject to clause 11.3.6, where in relation to this Premium Solar Feed-in Plan a party makes a taxable supply, that party shall provide a tax invoice in respect of that supply before the GST payable in respect of that supply becomes due.
- 11.3.6 If you are registered, or required to be registered for GST, then you and we agree that:
- (a) we, and not you, will issue recipient created tax invoices in respect of all Solar Generation Export under this Premium Solar Feed-in Plan; and
  - (b) we will notify you, or you will notify us, if either you or we cease to be registered for GST.
- 11.3.7 Terms defined in **A New Tax System (Goods and Services Tax) Act 1999** of Australia have the same meaning when used in this clause.

#### **11.4 Waiver and Variation**

- 11.4.1 Except as otherwise provided in this Premium Solar Feed-in Plan, a right created under this Premium Solar Feed-in Plan may not be waived except in writing signed by the party granting the waiver.
- 11.4.2 This Premium Solar Feed-in Plan is varied on and from a specified date if:
- (a) we give you not less than 28 days written notice of the variation to the terms;
  - (b) the proposed variation is not prohibited by Regulatory Requirements; and
  - (c) you do not notify us of your intention to terminate this Premium Solar Feed-in Plan in accordance with clause 3.1 before the variation takes effect.
- 11.4.3 Despite clause 11.4.2, by written notice to you, we may vary this Premium Solar Feed-in Plan to the extent necessary to comply with any change in any Regulatory Requirements.

#### **11.5 Applicable Law**

- 11.5.1 This Premium Solar Feed-in Plan shall be governed by the laws of Victoria.
- 11.5.2 We and you submit to the non-exclusive jurisdiction of the courts of Victoria.

## **12 GLOSSARY OF TERMS**

### **12.1 Definitions**

In this Premium Solar Feed-in Plan unless the context otherwise requires:

**Acceptable Identification** means:

- (a) where you are a Domestic Customer, one or more of the following:
  - (i) a driver's licence;
  - (ii) a current passport or other form of photographic identification;
  - (iii) a Pensioner Concession Card or current entitlement card issued by the Commonwealth of Australia; or
  - (iv) a birth certificate;
- (b) where you are a Business Customer that is a sole trader or partnership, one or more of the forms of identification for a Domestic Customer for each of the individuals that conduct the business; and
- (c) where you are a Business Customer that is a company, includes the company's Australian Company Number or Australian Business Number.

**AEMO** means the company responsible for management of the National Electricity Market, currently Australian Energy Market Operator Limited (ABN 94 072 010 327).

**AGL Group** means AGL Energy Limited (ABN 74 115 061 375) and its related bodies corporate (as that term is defined in the **Corporations Act 2001**) and for the avoidance of doubt, for the purposes of this Premium Solar Feed-in Plan includes any partnership where the partners are related bodies corporate of AGL Energy Limited.

**AGL Premium Solar Feed-in Tariff** means the tariff specified as such in the Premium Solar Feed-in Offer as varied in accordance with these Premium Solar Feed-in Terms.

**Best Endeavours** means to act in good faith and use all reasonable efforts, skill and resources.

**Billing Period** means the length of the period covered by each bill issued by us in accordance with the terms of your Electricity Sale Contract for the Supply Address.

**Business Customer** means a person entering into a Premium Solar Feed-in Plan who is not a Domestic Customer.

**Business Day** means a day other than a Saturday, a Sunday or a public holiday in Victoria.

**Commencement Date** means the day on which our obligations under this Premium Solar Feed-in Plan begin, as defined in clause 2.2.2.

**Complaints Handling and Dispute Resolution Procedure** is the procedure we have in place from time to time for dealing with any complaint you may make to us about your Premium Solar Feed-in Plan or Solar Generation Export. This procedure complies with Australian Standard 10002.

**Distribution System** means a network of pipes or wires, Meters and controls used to Supply electricity, which a Distributor uses to transport electricity for that Supply.

**Distributor** means the person licensed to distribute electricity by means of pipes or wires, including to provide related services.

**Domestic Customer** means a person entering into a Premium Solar Feed-in Plan who, under their Electricity Sale Contract with us, purchases electricity principally for personal, household or domestic use at their relevant Supply Address.

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

**Electricity Sale Contract** means a contract for the sale of electricity by us to you at the Supply Address.

**Emergency** means an emergency due to the actual or imminent occurrence of an event which in any way endangers or threatens to endanger the safety or health of any person or which destroys or damages, or threatens to destroy or damage any property.

**End Date** means the date (if any) specified as such in the Premium Solar Feed-in Offer.

**Energy Retail Code** means the code of that name published by the Essential Services Commission.

**Force Majeure Event** means an event outside our or your reasonable control.

**Increased Tax Cost Event** means where a new Tax is imposed or the basis for imposing or calculating any existing Tax changes, and includes a change to the interpretation of any law related to a Tax.

**Meter** means an instrument that measures the quantity of electricity passing through it and includes associated equipment attached to the instrument to control or regulate the flow of electricity.

**Meter Reading** means:

- (a) figures or other information shown on a Meter register or instrument either read or collected directly or transmitted or transformed by electronic, radio, microwave, sonic or other means; or
- (b) the process of collecting figures or other information from a Meter either directly or through being transmitted or transformed by electronic, radio, microwave, sonic or other means.

**Metering Standards** means the relevant Regulatory Requirements standards which:

- (a) regulate the basis for the installation of new Meters and the operation and maintenance of new and existing Meters at your Supply Address;
- (b) establish rights and obligations with respect to metered data; and
- (c) includes relevant or prescribed industry codes or standards.

**National Electricity Law** means the laws set out in the schedule to the **National Electricity (South Australia) Act 1996** (SA) as in force from time to time under the **National Electricity (Victoria) Act 1997** (Vic.).

**Personal Information** means information or opinion about you from which your identity is apparent or can reasonably be ascertained.

**Premium Solar Feed-in Credit** means the amount which we will credit you for Solar Generation Export in accordance with clause 5.1.

**Premium Solar Feed-in Offer** means the letter or other document provided by us that refers to and incorporates these Premium Solar Feed-in Terms and sets out certain details of the Premium Solar Feed-in Plan, referred to in these Premium Solar Feed-in Terms.

**Premium Solar Feed-in Plan** means these Premium Solar Feed-in Terms and the Premium Solar Feed-in Offer that refers to and incorporates them.

**Premium Solar Feed-in Terms** means these terms and conditions.

**Privacy Act** means the **Privacy Act 1988** (Cth).

**Qualifying Customer** means a person eligible to enter into this Premium Solar Feed-in Plan, as defined in clause 1.2.2.

**Regulatory Requirements** means any Commonwealth, State or local government legislation including acts of parliament, regulations, by-laws or other subordinate legislation, judicial, administrative or regulatory decrees or orders, or any mandatory approvals and guidelines, including industry standards or administrative interpretations of them, as may be in force and as amended from time to time.

**Responsible** means where a retailer is responsible for the electricity Supplied to a Supply Address for the purposes of settlement of the relevant wholesale electricity market.

**Scheme Start Date** means 1 November 2009.

**Solar Electricity** means the electricity that is generated by the Solar Facility of a Qualifying Customer, but not used by the Qualifying Customer.

**Solar Facility** means a photovoltaic generating facility that has an installed or name plate capacity of 5 kilowatts or less and is connected to a Distribution System.

**Solar Generation Export** means Solar Electricity exported into the relevant Distribution System by you at your Supply Address, net of any electricity consumption at the Supply Address.

**Supply** means the sale of electricity (including Solar Generation Export) and any related services.

**Supply Address** means the address at which you purchase electricity from us under an Electricity Sale Contract, and at which your Solar Facility is located.

**Tax** means any present or future royalty, tax, levy, impost, deduction, carbon tax or greenhouse gas emission tax (or similar tax), assessment, reduction, charge, excise, fee, withholding or duty of any nature imposed by any government, or any governmental, semi-governmental or other body authorised by the law (other than a tax imposed on our overall net income).

**Term** means the period commencing on the Commencement Date and ending on the End Date or such earlier date on which this Premium Solar Feed-in Plan is terminated in accordance with these Premium Solar Feed-in Terms.

## 12.2 Interpretation

In this Premium Solar Feed-in Plan, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of this Premium Solar Feed-in Plan;
  - (b) words importing the singular include the plural and vice versa;
  - (c) words importing a gender include any gender;
  - (d) all references to 'include' or 'including' are non-exhaustive and do not imply any limitation;
  - (e) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency;
  - (f) a reference to a clause, schedule, appendix or section is to a clause, schedule, appendix or section of this Premium Solar Feed-in Plan;
  - (g) a reference to terms of an offer or agreement is to all terms, conditions and provisions of the offer or agreement;
  - (h) a reference to any statute, regulation, proclamation, order in council, ordinance, by-law or rule, includes all statutes, regulations, proclamations, orders in council, ordinances, by-laws or rules varying, consolidating, re-enacting, extending or replacing them. A reference to a statute includes all regulations, proclamations, orders in council, ordinances, by-laws or rules issued under that statute;
  - (i) a reference to a document or a provision of a document includes an amendment or supplement to, or replacement or novation of, that document or that provision of that document;
  - (j) a reference to a person includes that person's executors, administrators, successors, substitutes (including without limitation, persons taking by novation) and permitted assigns;
  - (k) a reference to a person includes that person's officers, employees, contractors, agents or other representatives;
  - (l) when capitalised, grammatical forms of a word or phrase defined in this Premium Solar Feed-in Plan have a corresponding meaning;
  - (m) a period of time which:
    - (i) dates from a given day or the day of an act or event is to be calculated exclusive of that day, or
    - (ii) commences on a given day or the day of an act or event is to be calculated inclusive of that day; and
  - (n) an event which is required under this Premium Solar Feed-in Plan to occur on or by a stipulated day which is not a Business Day may occur on or by the next Business Day.
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