

# Feed-in Agreement.

The full details.

Victoria.



# **Agreement for AGL’s Victoria Energy Feed-in Program.**

(Generator Below 100kW)

## **Effective from August 2008.**

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# **1 FEED-IN AGREEMENT**

## **1.1 About your AGL Feed-in Plan**

- 1.1.1 This is the Feed-in Agreement that will apply to the purchase by us of Feed-in Electricity from you. This Feed-in Agreement, and any Feed-in Offer that we make which refers to it and incorporates it, form a contract between you and us ('Feed-in Plan') for the purchase of Feed-in Electricity exported into the Distribution System from the Small Renewable Energy Generation Facility located at your Supply Address.
- 1.1.2 The terms of the Feed-in Offer will prevail over this Feed-in Agreement to the extent of any inconsistency.

## **1.2 Nature of Feed-in Plan and Acceptance**

- 1.2.1 This Feed-in Plan is:
- a) only available to a person who is exporting or is proposing to export into the Distribution System, electricity generated by the Small Renewable Energy Generation Facility listed in the Feed-in Offer;
  - b) only available to a person who has a binding Electricity Sale Contract with us for the Supply Address at which that Small Renewable Energy Generation Facility is located;
  - c) only available once you have become registered as our customer in relation to the Electricity Sale Contract for the Supply Address at which the Small Renewable Energy Generation Facility is located (i.e. we have become financially responsible for that Supply Address under that Electricity Sale Contract);
  - d) only for the Small Renewable Energy Generation Facility listed in the Feed-in Offer; and
  - e) not transferable.
- 1.2.2 The initial Feed-in Prices set out in the Feed-in Offer are only valid and will only apply to this Feed-in Plan if we have the correct information about your distribution region. If we subsequently determine that your Supply Address is in a different distribution region, we may vary the initial Feed-in Prices and advise you of the new prices that will apply to this Feed-in Plan from the commencement date of this Feed-in Plan.
- 1.2.3 If you have not already accepted this Feed-in Plan, then to accept it simply:
- a) call us to record your acceptance; or
  - b) sign the Feed-In Offer in the place indicated for your acceptance and return it to us; or
  - c) complete your acceptance by any other method as set out in the Feed-in Offer.
- 1.2.4 By accepting this Feed-in Plan, you agree to be bound by the Feed-in Offer and by this Feed-in Agreement.
- 1.2.5 If you already have a contract with us for the purchase of Feed-in Electricity from your Supply Address, this Feed-in Plan replaces it from the commencement date onwards.

### **1.3 Definitions and Interpretation**

- 1.3.1 The glossary set out in clause 12 of this Feed-in Agreement provides the meanings of certain words used in this Feed-in Plan and the rules of interpretation applying to this Feed-in Plan.

## **2 COMMENCEMENT AND TERM**

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

- 2.1.1 The supply by you of Feed-in Electricity under this Feed-in Plan depends on your Small Renewable Energy Generation Facility being connected to the Distribution System which services your Supply Address. Each Distribution System is operated by a Distributor.
- 2.1.2 If you ask us to, we will arrange with your Distributor for your Small Renewable Energy Generation Facility to be connected to the Distribution System. We will ensure that we do this as soon as possible (and in any event not later than one Business Day) after you pay any connection charge required to be paid by you under this Feed-in Plan (see section 2.1.3 below) and provide us with:
- a) Acceptable Identification (if requested by us – see section 2.2 below);
  - b) your contact details;
  - c) if the Small Renewable Energy Generation Facility is affixed to or forms part of a rental property, contact details for the property owner or the owner's agent;
  - d) all documentation required under the *Electricity Safety Act 1998*;
  - e) confirmation that you have entered into a connection agreement with your Distributor for the connection of your Small Renewable Energy Generation Facility to the Distribution System; and
  - f) all other documentation reasonably required by us and the relevant Distributor.
- 2.1.3 Any charges which are imposed on us by the Distributor in relation to the connection of your Small Renewable Energy Generation Facility to the Distribution System will be directly passed through to you and you must reimburse us for those charges.

### **2.2 Commencement date**

- 2.2.1 This Feed-in Plan commences on the date it is signed or accepted by you. However, our obligations under this Feed-in Plan will not begin until the commencement date.
- 2.2.2 The commencement date under this Feed-in Plan will be the date on which all the following conditions are satisfied:
- a) you have a binding Electricity Sale Contract with us for the Supply Address at which your Small Renewable Energy Generation Facility is located;
  - b) you have become registered as our customer in relation to the Electricity Sale Contract for the Supply Address at which that Small Renewable Energy Generation Facility is located (i.e. we have become financially responsible for your Supply Address under that Electricity Sale Contract);

- c) your Small Renewable Energy Generation Facility is connected to the relevant Distribution System in accordance with the requirements of your connection agreement with the Distributor and all relevant Regulatory Requirements (see clause 2.1);
- d) the relevant cables and appliances for your Small Renewable Energy Generation Facility are certified as complying with all requirements of your connection agreement with the Distributor and all relevant Regulatory Requirements;
- e) if requested by us, you have provided to our satisfaction:
  - i) Acceptable Identification, billing details, and information concerning your Small Renewable Energy Generation Facility; and
  - ii) where you are not the owner of the property, the consent of, or contact numbers for, the property owner or agent; and

you have given your explicit informed consent to entering into this Feed-in Plan.

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

2.3.1 We will accept and purchase from you Feed-in Electricity exported from your Supply Address in accordance with this Feed-in Plan from the Commencement Date and during the continuation of the Term of your Feed-in Plan.

2.3.2 Your Feed-in Plan will continue until:

- a) where an End Date is specified in the Feed-in Offer, the End Date; or
- b) your Electricity Sale Contract with us for your Supply Address expires or terminates; or
- c) you or we terminate this Feed-in Plan in accordance with the terms of this Feed-in Plan,

whichever is earlier.

2.3.3 If your Electricity Sale Contract with us is for a fixed term (and therefore this Feed-in Plan is for the same fixed term), at least one month, but no more than two months, before the expiry of the Term of your Feed-in Plan, we will:

- a) notify you that the Term of your Feed-in Plan is about to expire, and the date of that expiry;
- b) notify you of the charges, terms and conditions that will apply if you do not exercise any other option once the Term of your Feed-in Plan has expired; and
- c) notify you of your other options once the Term of your Feed-in Plan has expired.

2.3.4 If you do not exercise any of the options in the manner set out in clause 2.3.3 above, before the expiry of the Term, then from the expiry of the Term the charges, terms and conditions set out in the notice will form part of this Feed-in Plan.

### **3 TERMINATION**

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

- 3.1.1 You may terminate this Feed-in Plan at any time by letting us know in writing.
- 3.1.2 This Feed-in Plan will terminate on the day that we receive your written notice of termination.

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

- 3.2.1 We can terminate this Feed-in Plan if :
  - a) you enter into another contract with us for the purchase by us of Feed-in Electricity generated by the Small Renewable Energy Generation Facility located at your Supply Address (in which case this Feed-in Plan will terminate once our obligations under that other contract commence); or
  - b) you vacate your Supply Address (in which case this Feed-in Plan will terminate on the date you vacate your Supply Address, or the date that you notify us in writing that you have vacated your Supply Address); or
  - c) you enter into a contract with another retailer for the sale by you of Feed-in Electricity generated by the Small Renewable Energy Generation Facility located at your Supply Address to that retailer (in which case this Feed-in Plan will terminate once the obligations of the other retailer under your contract with that retailer commence); or
  - d) under the terms of our Electricity Sale Contract with you, your Supply Address is disconnected (in which case this Feed-in Plan will terminate upon disconnection); or
  - e) you breach any of your obligations under the terms of this 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 Feed-in Plan will terminate at the expiry of that 10 Business Day period); or
  - f) the installed or name-plate generating capacity of your Small Renewable Energy Generation Facility equals or exceeds 100 kilowatts for any reason (in which case this Feed-in Plan will terminate when we become aware that this capacity has been reached).
- 3.2.2 If your Electricity Sale Contract with us ends or terminates, this Feed-in Plan will also end or terminate at the same time.

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

- 3.3.1 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 Feed-in Plan.

### **4 DISCONNECTION**

#### **4.1 Disconnection under Electricity Sale Contract**

- 4.1.1 We may disconnect the supply of Feed-in Electricity from your Supply Address (or request that the Distributor disconnect the supply of Feed-in Electricity from your Supply Address) if we are entitled to disconnect the supply of electricity to your Supply Address under the terms of your Electricity Sale Contract with us.

## **4.2 Disconnection on termination**

- 4.2.1 We may disconnect the supply of Feed-in Electricity from your Small Renewable Energy Generation Facility (or request that the Distributor disconnect the supply of Feed-in Electricity from your Small Renewable Energy Generation Facility) if we terminate this Feed-in Plan:
- a) because you have vacated the Supply Address; or
  - b) because the installed or name plate generating capacity of your Small Renewable Energy Generation facility equals or exceeds 100 kilowatts; or
  - c) for breach; or
  - d) because your Electricity Sale Contract with us has ended or terminated.

## **4.3 Reconnection**

- 4.3.1 If:
- a) the Supply Address has been reconnected in accordance with the terms of your Electricity Sale Contract; or
  - b) you have remedied, to our reasonable satisfaction, the reason which caused us to disconnect your Small Renewable Energy Generation Facility; and
  - c) you ask to enter into a new Feed-in Plan with us, we will arrange for your Small Renewable Energy Generation Facility 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 FEED-IN PRICES AND VARIATIONS**

### **5.1 Prices Set Out in Feed-in Offer**

5.1.1 The initial Feed-in Prices will be set out in the Feed-in Offer.

5.1.2 We will credit you for Feed-in Electricity which is exported from your Small Renewable Energy Generation Facility to the relevant Distribution System during each Billing Period in accordance with the following formula

$$\text{Feed-in Credit} = E \times R$$

Where:

Feed-in Credit = the gross amount which we will credit to your bill for the relevant Billing Period under your Electricity Sale Contract on account of Feed-in Electricity exported to the relevant Distribution System during that Billing Period

E = the volume of Feed-in Electricity (in kWh) exported by your Small Renewable Energy Generation Facility to the relevant Distribution Network during that Billing Period; and

R = the Feed-in Price current at that time (in cents per kWh).

5.1.3 We will deduct from the Feed-in Credit calculated in accordance with clause 5.1.2, any amounts which we are entitled to charge you under this Feed-in Plan.

## **5.2 Variations**

5.2.1 We may vary the Feed-in Price from time to time by publishing a new price list of 'Feed-in Prices' under section 40G of the *Electricity Industry Act 2000* (e.g. by publishing the new price list of 'Feed-in Prices' on our website). We will notify you as soon as practicable of any variation to your Feed-in Price under this clause 5.2.1 and in any event before the commencement of the next Billing Period after the variation.

## **5.3 Pass through of distribution and Metering Costs**

5.3.1 We can charge you, on a pass through basis, for any costs imposed by your Distributor and any metering service provider. These costs can include, but are not limited to, any costs imposed in relation to the disconnection or reconnection of your Small Renewable Energy Generation Facility and costs for the provision, maintenance or reading (including any Special Meter Reading) of electricity Meters at the Supply Address where your Small Renewable Energy Generation Facility is located.

## **5.4 Administration costs**

5.4.1 We can charge you a reasonable estimate of any administration costs incurred, or likely to be incurred, by us in offering or servicing this Feed-in Plan. These administration costs can include, but are not limited to, reasonable costs of labour or additional systems capability associated with marketing the Feed-in-Plan to you, administering the pass through of costs imposed by your Distributor and any metering service provider, and applying the Feed-in Credit to your bill in accordance with clause 6. We must inform you of the amount of the administration costs (if any) prior to your acceptance of the Feed-in Offer.

## **5.5 Tax changes and changes in regulatory requirements**

5.5.1 If:

- a) an Increased Tax Cost Event or a change in Regulatory Requirements occurs during the Term of this Feed-in Plan; and
- b) we determine that there has been an increase in the direct or indirect costs payable by us in relation to the performance of our obligations under this Feed-in Plan,

you must pay any additional amounts we notify to you as being necessary to compensate us for that increase.

## **5.6 Timing of variations**

5.6.1 A variation to the Feed-in Price will take effect on the date specified in our notice given under clause 5.2.1

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

5.6.3 If the date on which the variation is to take effect occurs during a Billing Period, then :

- a) for the period of time from the start of the Billing Period up to the day on which the variation took effect, the former Feed-in Price will apply in relation to the amount of Feed-in Electricity exported by you to the relevant Distribution System during that period; and

- b) for the period of time from the day on which the variation took effect to the end of the Billing Period, the new Feed-in Price will apply in relation to the amount of Feed-in Electricity exported by you to the relevant Distribution System during that period.

## **6 CREDITS**

### **6.1 Format and timing of Feed-in Credits**

- 6.1.1 We will include a statement in each bill issued by us under your Electricity Sale Contract for the Supply Address for each Billing Period identified in your Electricity Sale Contract for the Supply Address.
- 6.1.2 Each statement will identify the Feed-in Credit for the Billing Period and will set out any other information as required by Regulatory Requirements.

### **6.2 Calculation of bills**

- 6.2.1 Your statement will be based on the amount of Feed-in Electricity identified by us or the Distributor as having been exported by your Small Renewable Energy Generation Facility to the relevant Distribution System during the relevant Billing Period.
- 6.2.2 Unless you provide your Explicit Informed Consent for statements to be calculated in some other way, the amount of Feed-in Electricity will be derived from consecutive Meter Readings. Where Meter Readings are unavailable, it will be derived from estimates determined in accordance with the Energy Retail Code. We will use our Best Endeavours to ensure that your Meter is read at least once in any 12 month period.
- 6.2.3 In the event we obtain a Meter Reading after we have used an estimate to identify the amount of Feed-in Electricity that has been exported by your Small Renewable Energy Generation Facility to the relevant Distribution System, we will make any appropriate adjustment to your next statement and clause 6.6 of this Feed-in agreement will apply.
- 6.2.4 If the amount which we are entitled to charge you for a Billing Period under your Electricity Sale Contract with us is more than the Feed-in Credit for that Billing Period 'positive balance', we will issue you with a bill requiring you to pay us the difference. That bill will be issued in accordance with the terms of our Electricity Sale Contract with you and your payment options and obligations will be as set out in that Electricity Sale Contract.
- 6.2.5 If the amount which we are entitled to charge you under your Electricity Sale Contract with us for a Billing Period is less than the Feed-in Credit for that Billing Period 'negative balance', we will issue you with a credit note for the difference. The amount of that credit note will be applied towards the bill issued under your Electricity Sale Contract with us for the next Billing Period. If you also have a negative balance for the next Billing Period, we will carry forward the total of your negative balances to the subsequent Billing Period and so on until all of the negative balance is applied towards the payment of amounts owing to us under your Electricity Sale Contract.

- 6.2.6 Subject to clause 6.2.7, we will pay you the total of your accumulated negative balances when this Feed-in Plan terminates.
- 6.2.7 If a negative balance is payable under clause 6.2.6 and you have an electricity sale contract with us in relation to another supply address, we may apply that negative balance towards any amount which is payable under that Electricity Sale Contract at that time.
- 6.2.8 This clause 6 will operate subject to clause 11.3.5.

### **6.3 Review of bills**

- 6.3.1 We will review a statement in relation to a Feed-in Credit at your request.
- 6.3.2 Our review of your Feed-in Credit and statement will be in accordance with our Complaints and Dispute Resolution Process outlined in clause 10.
- 6.3.3 If our review shows the Feed-in Credit and statement to be correct, you must pay the amount of any outstanding bill in full (if that bill is for a Positive Balance) or request a Meter test under clause 6.4. If our review shows the bill to be incorrect, clause 6.5 will apply.

### **6.4 Meter testing**

- 6.4.1 If after the completion of the review process under clause 6.3, you require your Meter to be tested, we will refer you to the Distributor or Meter testing authority that will test the Meter at a charge for their services. You must pay us in advance for this charge. We will give you a copy of the results of the test if the testing authority does not do so.
- 6.4.2 If the Meter is accurate, you will be responsible for paying the relevant charge and the full amount of your bill.
- 6.4.3 If the Meter is defective and favours you by more than the amount allowable in the Metering Standards, you must pay any difference between the metered consumption and the calculated actual consumption, and we will reimburse any fee you are charged pursuant to clause 6.4.1.
- 6.4.4 If the Meter is defective and favours us by more than the amount allowable in the Metering Standards, we will credit any difference (if the account has been paid) between the metered consumption and the calculated actual consumption, and we will reimburse any fee you are charged pursuant to clause 6.4.1.
- 6.4.5 We reserve the right to carry out such tests on your Small Renewable Energy Generation Facility which we deem to be reasonably necessary, including tests on your Small Renewable Energy Generation Facility's anti-islanding features and tests on power output quality of its inverter.

### **6.5 If there is an error in a Feed-in Credit statement**

- 6.5.1 If there are errors in your Feed-in Credit statement or if we are informed of errors in the amount of Feed-in Electricity exported from your Small Renewable Energy Generation Facility, we will adjust the amount of any credit to which you are entitled on your next Feed-in Credit Statement.

- 6.5.2 If a Feed-in Credit statement shows a 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 an error by us or by the Distributor, we will only seek to adjust the total amount of the Feed-in Credit to recover the amount which has been over-credited in the 12 months prior to your last Feed-in Credit Statement (or, if we have not sent you a Feed-in Credit statement, prior to the date on which we notify you of the over-crediting); and
  - b) we will list the amount as a separate item in the Feed-in Credit Statement for your next Billing Period, together with an explanation of the amount.
- 6.5.3 You will not be charged interest on any over-credited amount. If the result of the adjustment for over-crediting results in you owing us money under your Electricity Sale Contract with us, you have the option of paying the resulting amount in agreed instalments over a period at least equal to the period over which the over-crediting occurred.
- 6.5.4 If we have over-credited you as a result of fraud, or use of electricity otherwise than in accordance with this Feed-in Plan, we may:
- a) estimate the amount of Feed-in Electricity exported from your Small Renewable Energy Generation Facility; and
  - b) bill you or take debt recovery action for the amount you have been over-credited.
- 6.5.5 If a Feed-in Credit statement shows a 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 Feed-in Credit statement.
- 6.5.6 We are not obliged to pay you interest for any under-crediting.

## **6.6 Access to Meter**

- 6.6.1 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 Small Renewable Energy Generation 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 Feed-in Plan or the Regulatory Requirements.
- 6.6.2 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.

## **6.7 Information about Feed-in Prices**

6.7.1 On request, we will provide you with information on any Feed-in Prices we offer for Feed-in Electricity. 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 on the Feed-in Offer, and must provide us with Acceptable Identification before we are required to commence to purchase Feed-in Electricity exported from your Small Renewable Energy Generation Facility. 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; or
- b) there is any change in access to the Meter; or
- c) there is any change in the internal electrical wires or appliances which may affect the quality or safety of the Feed-in Electricity exported by you under this Feed-in Plan; or
- d) you cease to be the registered proprietor of the Supply Address; or
- e) you carry out any changes to your Small Renewable Energy Generation Facility; or
- f) you cease to operate your Small Renewable Energy Generation Facility at the Supply Address.

7.1.3 Our obligations under this 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 from your Distributor your electricity export data for the 12 months preceding your last Meter Reading; 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 and other Regulatory Requirements.

7.2.2 We need to collect the Personal Information under this Feed-in Plan to facilitate the export of Feed-in Electricity from your Small Renewable Energy Generation Facility to the relevant Distribution System, to administer this Feed-in Plan and, if necessary, to transfer you from your existing retailer. We will use and disclose Personal Information collected under this Feed-in Plan for these purposes. You authorise us to use and disclose Personal Information collected under this Feed-in Plan 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 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 NEMMCO or other market operators for purposes of:
    - i) connecting your Small Renewable Energy Generation Facility to the Distribution System and administering your 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.

7.2.4 We may contact you as part of an audit to ensure that you have understood and consented to this 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 on your request, unless we are permitted to or required by any Regulatory Requirements (including the Privacy Act) to refuse such access. 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 for your Supply Address and for your Small Renewable Energy Generation Facility if available;
- b) information about efficient energy consumption; and
- c) information on any concessions, rebates or grants that may be available and your eligibility requirements.

- 7.3.3 We will retain your historical data in relation to this Feed-in Plan for at least two years, even if you transfer to another retailer in the meantime.
- 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 2 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**

- 7.4.1 Except where this Feed-in Plan specifically envisages that we may communicate with you by telephone:
- a) any communication between us and you under this Feed-in Plan will be in writing or by electronic means such as email to an agreed address; and
  - b) any communication under this 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**

- 8.1.1 Our obligations under this 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 Small Renewable Energy Generation 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 not increase the output capacity of your Small Renewable Energy Generation Facility without our prior written consent; and
  - e) you must comply with all requirements of your Distributor and of the Regulatory Requirements regarding the ongoing connection of your Small Renewable Energy Generation Facility and the export of Feed-in Electricity from it to the relevant Distribution System.

### **8.2 Protection and maintenance of your Supply**

- 8.2.1 To enable us to take a reliable safe supply of electricity from you, you must:
- a) keep the electrical installations at your Supply Address and your Small Renewable Energy Generation Facility in safe condition;
  - b) 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 someone you believe to be an accredited electrical installer to perform work on an electrical installation; and
- e) not interfere or allow someone to interfere with the Distribution System which delivers electricity to the Supply Address, or with any Meters at the Supply Address.

### **8.3 Assignment of Green Credits**

- 8.3.1 You will assign to us for a price agreed with us before you enter into this Feed-in Plan, all Green Credits relating to your Small Renewable Energy Generation Facility from time to time.
- 8.3.2 If you have notified us in writing prior to the commencement of this Feed-in Plan that you have assigned all or part of the Green Credits to a third party ('excluded product'), clause 8.3.1 will not apply to that excluded product.

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

- 8.4.1 If you are not the owner of the Supply Address, you might not be able to fulfil some of your obligations under this 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 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 of us 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 the export of Feed-in Electricity from your Small Renewable Energy Generation Facility. We also cannot control the quality, frequency and continuity of acceptance of the export of Feed-in Electricity from your Small Renewable Energy Generation Facility into the Distribution System.
- 9.2.2 We, or the Distributor, may cease taking export of Feed-in Electricity from your Small Renewable Energy Generation Facility 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 the place at which your Small Renewable Energy Generation Facility is located, 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**

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

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

- 10.2.1 Subject to anything to the contrary in this 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, which complies with Australian Standard AS/ISO 10002 and is outlined below.

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

- 10.3.1 Telephone Complaint
- a) 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 Feed-in Plan.
  - b) We will try to resolve your complaint through informal negotiations over the telephone.
- 10.3.2 Written Complaint
- a) 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.
  - b) 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.

- 10.3.3 Referral to Higher Level  
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 the higher level. This process elevates your complaint through to the appropriate manager, by telephone or in writing as you prefer.
- 10.3.4 Referral of Complaint to the Ombudsman  
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**

- 10.4.1 Please contact us if you would like further details or a copy of our Complaints Handling and Dispute Resolution Procedure.

## **11 GENERAL**

### **11.1 Our liability**

- 11.1.1 Title in all Feed-in Electricity exported by you from your Small Renewable Energy Generation Facility will pass to us at the point at which that Feed-in Electricity 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 Feed-in Electricity.
- 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 Feed-in Electricity.
- 11.1.4 We recommend that you seek the advice of an expert tradesperson and your Distributor to ensure that the connection of your Small Renewable Energy Generation Facility to the relevant Distribution System is safe, reliable and complies with all Regulatory Requirements and your connection agreement with your Distributor.
- 11.1.5 Nothing in this Feed-in Plan varies or excludes in any way the operation of section 117 of the *Electricity Industry Act 2000 (Vic)*, or section 78 of the National Electricity Law.

### **11.2 Assignment**

- 11.2.1 This Feed-in Plan is personal to you and cannot be assigned by you to anyone else.
- 11.2.2 We can only assign this Feed-in Plan:
- a) with your consent, or
  - b) where we are transferring to a third party all or substantially all of our retail business.

### **11.3 GST**

- 11.3.1 All amounts payable or the value of other consideration provided in respect of supplies made in relation to this Feed-in Plan are exclusive of GST (if any). If a GST is levied or imposed on any supply made (or deemed to have been made) under or in accordance with this 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.

- 11.3.2 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.
- 11.3.3 Subject to clause 11.3.5, 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.
- 11.3.4 Where in relation to this 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.
- 11.3.5 If:
- a) you are registered, or required to be registered for GST; and
  - b) in any Billing Period, you receive from us in accordance with clause 6, an amount of money or a credit against sums that would otherwise be payable by you under your Electricity Sale Contract,
- then, unless you have entered into an arrangement with us allowing us to issue recipient-created tax invoices on your behalf, within seven days of receiving the payment or the credit (as applicable), you must send to us a valid tax invoice for the advised amount of the payment or credit before we will make payment.
- 11.3.6 In the event that:
- a) you are registered, or are required to be registered for GST; and
  - b) you are legally able to enter into an arrangement with us allowing us to issue recipient created tax invoices, you shall (at our election) enter into such an arrangement.
- 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 Feed-in Plan, a right created under this Feed-in Plan may not be waived except in writing signed by the party granting the waiver.
- 11.4.2 Other than as required or permitted by law or the terms of this Feed-in Plan (for example, clause 5.2, 5.4 or 11.4.3), any variation of this Feed-in Plan must be made in writing between you and us. You must give your explicit informed consent to any variation to this Feed-in Plan before that variation will take effect.
- 11.4.3 We may vary this Feed-in Plan by written notice to you to the extent reasonably necessary to comply with any change in any Regulatory Requirements to the extent permitted by Regulatory Requirements.

## 11.5 Applicable law

- 11.5.1 This 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 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 which 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 which is a company, includes the company's Australian Company Number or Australian Business Number.

**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 Feed-in Plan includes any partnership where the partners are related bodies corporate of AGL Energy Limited.

**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, as set out in clause 6.1.1.

**Business Customer** means a person entering into a 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.

**Complaints Handling and Dispute Resolution** is the procedure we have in place from time to time regarding any complaint you may make to us about your Feed-in Plan or the export of Feed-in Electricity from your Small Renewable Energy Generation Facility to the relevant Distribution System. This procedure complies with Australian Standard AS/ISO 10002.

**Distribution System** means a network of pipes or wires, meters and controls used to sell and supply electricity, or which a Distributor uses to transport electricity for supply to customers.

**Distributor** means the person who is licensed to distribute, supply or provide services by means of pipes or wires.

**Domestic Customer** means a person entering into a 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 Sale Contract** means a contract for the sale of electricity by us to you in respect of the supply of electricity to the Supply Address but only where you are classified as a 'relevant customer' under section 36 of the *Electricity Industry Act 2000* in relation to that 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 Feed-in Offer.

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

**Feed-in Credit** means the amount which we are obliged to credit to you for Feed-in Electricity, calculated in accordance with clause 6.

**Feed-in Electricity** means non pool electricity supplied by you from a Small Renewable Energy Generation Facility located at the Supply Address.

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

**Feed-in Plan** means this Feed-in Agreement and the Feed-in Offer that refers to and incorporates them.

**Feed-in Agreement** means these terms and conditions.

**Feed-in Prices** means the prices specified as such in the Feed-in Offer as varied in accordance with this Feed-in Agreement.

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

**Green Credits** means:

- a) all rights and interests associated with the electricity generated by the Small Renewable Energy Generation Facility as created under any Renewable Energy Legislation including any Renewable Energy Certificates, GreenPower Rights or other emissions or environmental credits, certificates, or benefits; and
- b) New Environmental Products.

**GreenPower Right** means a right to claim any eligible GreenPower generation (or a portion of generation) that may arise in respect of the Small Renewable Energy Generation Facility that may be bought by or transferred to us in accordance with the National GreenPower Accreditation Program.

**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)*.

**National GreenPower Accreditation Program** means the program of that name which is a joint initiative of the state government agencies in ACT, NSW, SA, QLD, VIC and WA.

**NEMMCO** means the company responsible for management of the National Electricity Market, currently National Electricity Market Management Company Limited (ABN 94 072 010 327).

**New Environmental Products** means any present or future benefits, rights, credits or entitlements, including those associated with or are created or are able to be created as part of any 'GreenPower' initiative, or under any Renewable Energy Legislation, or in relation to a reduction in emission of greenhouse gases attributed to the Small Renewable Energy Generation Facility.

**Non Pool Electricity** means electricity that is supplied other than through the wholesale electricity market.

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

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

**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.

**Renewable Energy Certificates** means any certificates created in relation to the Small Renewable Energy Generation Facility in accordance with the Renewable Energy Legislation.

**Renewable Energy Legislation** means the *Renewable Energy (Electricity) (Charge) Act 2000 (Cth)*, the *Renewable Energy (Electricity) Act 2000 (Cth)* and any other law which has as one of its purposes the reduction, control or limitation of greenhouse gases, dealing with the effects of climate change, or the minimisation of the impact on the environment of the electricity industry generally.

**Small Renewable Energy Generation Facility** means a facility located at the Supply Address of the following kind that 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 energy generation facility;
- d) a biomass energy generation facility

(as each of those terms is defined in the *Electricity Industry Act 2000*); or

- e) a facility or class of facility specified by Order in the Government Gazette as a Small Renewable Energy Generation Facility.

**Supply** means the sale of electricity and any related services.

**Supply Address** means the address at which you purchase electricity from us and where your Small Renewable Energy Generation 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 Feed-in Plan is terminated in accordance with this Feed-in Agreement.

## 12.2 Interpretation

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

- a) headings are for convenience only and do not affect the interpretation of this 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 corporation and any governmental agency;
- f) a reference to a clause, schedule, appendix or section is to a clause, schedule, appendix or section of this 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 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 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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**Arabic**

هل تحتاج لمترجم؟ اتصل على الرقم أدناه:

**Spanish**

¿Necesita un intérprete? Llame al número indicado abajo.

**Italian**

Se vi serve un interprete, telefonate al seguente numero.

**Greek**

Αν χρειάζεστε διερμηνέα, τηλεφωνείτε στον αριθμό παρακάτω.

**Croatian**

Trebate li pomoć tumača? Nazovite niže navedeni broj.

**Vietnamese**

Nếu quý vị cần sự giúp đỡ, vui lòng gọi số bên dưới.

**Chinese**

如果您需要傳譯員的幫助，請致電以下號碼。

For language assistance please call **131 245**.

AGL Sales Pty Limited ABN 88 090 538 337



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