

# VIC Feed-In Tariff Terms and Conditions

Pursuant to section 40G of the **Electricity Industry Act 2000** (Vic) Click Energy Pty Ltd publishes its terms and conditions for the *New Standard Feed-In Tariff* for *generated renewable energy* which will come into effect in accordance with section 40H of the **Act**.

## Feed-in Electricity

### Victoria's New Standard Feed-In Tariff Plan:

Click Energy offers the following terms and conditions to its *Eligible NSFIT Customers* in relation to purchase of *generated renewable electricity* from the *Eligible NSFIT Customers* at the *supply address*:

#### 1. New Standard Feed-In Tariff Plan

##### a) New Standard Feed-In Tariff

You will receive feed-in credits at a rate of \$0.10 per kWh. (excluding GST). This is comprised of the minimum regulated retailer feed-in tariff of \$0.08 per kWh and an additional Click Energy feed in tariff of \$0.02 per kWh. You will continue to receive the minimum regulated retailer feed-in tariff of \$0.08 per kWh for one year commencing 1<sup>st</sup> January 2013 and for each subsequent year after this at a rate of not less than the minimum rate set by the *ESC* until at least 31<sup>st</sup> December 2016 for *generated renewable electricity* which is fed back into the *Grid*. The Click Energy feed in tariff of \$0.02 per kWh is in addition to the regulated minimum and can be varied by Click Energy at any time with notification.

##### b) Distribution and metering charges

You will be charged distribution and metering charges at the prices in accordance with *your Electricity Contract*

#### 2. Credit payments to Eligible NSFIT Customers for supply of Generated Renewable Electricity back into the Grid

a) Each billing period, we will credit *your* bill issued pursuant to the *Electricity Contract*, with *your NSFIT Scheme Credit* accrued in accordance with this *Feed-In Contract*.

#### 3. New Standard Feed-In Scheme end date

a) The Regulated Scheme is terminated, ends or is repealed by the Governing Body.

All of *our* renewable energy schemes are based on a "Net Metering" solution. This means that we only purchase the *generated renewable electricity* that *you* export or feed into the *Grid* and not the total amount of electricity that *you* have produced or generated and used for *your* own consumption at *your supply address*. Any electricity generated and consumed at *your own supply address* means *you* are importing less electricity from the *Grid*. *You*, therefore, will be reducing *your* existing electricity bill under *your Electricity Contract*.

This means that *you* might not get any credit from *Click Energy* if *you* have not exported any electricity back into the *Grid*. *You* may still be benefiting from the electricity that *you* are generating, however this benefit is in the form of a lower bill from *Click Energy*, as *you* have used all of the electricity that *you* have produced.

On request we will provide *you* with reasonable information on any feed-in tariffs we may offer to *you*. We will provide this information within 10 business days of *your* request, and if *you* request it, in writing.

## Term

### Commencement

These terms and conditions will apply to *you* if *you* are an *Eligible NSFIT Customer* (and *you* have provided *us* with *acceptable identification* and evidence to *our* reasonable satisfaction confirming each element relating to being an *Eligible NSFIT Customer*) and *you* accept this offer for *us* to buy *generated renewable electricity* from *you* in accordance with the terms of this *Feed-In Contract*.

*Eligible NSFIT Customers* can accept *our* offer to enter into this *Feed-In Contract* by calling *us* on **1800 77 59 29** or email *us* at [sales@clickenergy.com.au](mailto:sales@clickenergy.com.au) or by visiting *our website*.

If *you* are registered for GST, *you* must provide *us* with *your* ABN at the time of accepting *our* offer to enter into this *Feed-In Contract*. If *you* are not registered for GST, *you* must complete and return to *us* the [No Tax Withholding Declaration Form](#) available from the ATO.

Subject to this clause, this *Feed-In Contract* commences on the date that *we* receive confirmation of compliance in relation to all of the following:

1. *You* accept the terms of this *Feed-In Contract*; and
2. *you* have provided *us* with *acceptable identification*; and
3. *you* have provided *us* with your contact details, including details of *your Facility and supply address*; and
4. *you* have provided *us* with evidence to *our* reasonable satisfaction confirming that *you* have satisfied each component relating to being an *Eligible NSFIT Customer*;
5. *you* have provided *us* with details of all documentation required pursuant to the Electricity Safety Act 1998; and
6. *you* have satisfied all of the requirements of *your Distributor* including the appropriate metering that will enable *Click Energy* to measure the amount of *generated renewable electricity* that *you* fed into the *Grid*;
7. *you* have entered into an agreement with *your Distributor* in relation to connection of *your Facility* to the *Distribution System*;
8. *you* have given *your* explicit and informed consent under the terms and conditions of the *Electricity Contract*, which includes this *Feed-In Contract*, for the sale and purchase of electricity; and
9. *Click Energy* has become the *financially responsible market participant* for *your supply address*.

### The Feed-in Electricity Contract

This *Feed-in Contract* contains information about *your* rights and responsibilities for the sale of *generated renewable electricity* by *you*, at *your supply address*, which is fed back into the *Grid* and purchased by *Click Energy*.

*Our Market Retail Terms and Conditions*, *your Price and Product Information Statement* and this *Feed-In Contract* sets out the *contract* between *you* and *us*.

If a term or condition of the *Feed-in Contract* is inconsistent with the *Codes and Guidelines*, that part is to be read as deleted and the rest of the *Feed-In Contract* is not affected.

We draw *your* attention to a number of *terms* in this *Feed-In Contract* which require *your* explicit informed consent and are listed below:

### **Items that require your explicit informed consent.**

If required by the *Codes and Guidelines* we will only vary this *Feed-In Contract* with *your* consent in writing, otherwise *you* give *your* explicit and informed consent that this *Feed-In Contract* may be varied by *us*.

*You* give *your* explicit informed consent that the refund may be paid by *us* by EFT to a bank account, VISA, MasterCard or American Express card.

The *New Standard Feed-In Tariff* *you* receive for *generated renewable electricity* fed into the *Grid* is set out above and is published on *our website*. *You* give *your* explicit informed consent that *your New Standard Feed-In Tariff* can change from time to time, in-line with the relevant *Codes and Guidelines*. If the *New Standard Feed-In Tariff* does change *you* will be notified on *your* next bill or by an email 10 business days prior to the change in *New Standard Feed-In Tariff* or as required by the *Codes and Guidelines*, whichever occurs first.

If *you* are on one of *our* smoothed or estimated monthly billing plans, which involves an estimated amount, *you* give *us* *your* explicit informed consent that *we* may transfer *you* onto one of *our* quarterly billed plans at the same energy rates as those under the supply contract.

If *you* apply for a connection of *your Facility* to the *Grid* *you* give *your* explicit and informed consent that *we* may reassign the *tariff* that *you* are charged under *our Electricity Contract* for the sale and purchase of electricity, based on the change in *your* metering circumstance's, which may include new metering equipment, and is likely to be a change to a "time-of-use" pricing – that is, a peak rate for power purchased during the day, and an off-peak rate for power bought at night and on weekends.

### **The Cooling-off Period**

There are no exit fees, so *you* can leave *us* whenever *you* want to! *You* also have a right to cancel this *Contract* up to 10 business days after *you* enter into this *Contract*. *You* must email *us* at [coolingoff@clickenergy.com.au](mailto:coolingoff@clickenergy.com.au) stating that *you* wish to exercise *your* rights to rescind this *contract*. If *you* are deemed to have a *contract* with *us* this right to cancel this *contract* may not apply. All Registration fees or connection charges are not refundable once the cooling off period has expired.

### **Connection**

If *you* want *us* to connect *your Facility* to the *Grid* *you* must make an application and provide *us* with the required information, which includes *acceptable identification* and a certificate of electrical safety issued by a registered electrical contractor certifying that the *Facility* is safely and properly connected to the *Grid*.

Provided *you* have provided *us* with the application and all required information, and *you* are an *Eligible NSFIT Customer*, *we* will contact *your distributor* no later than the next *business day* to

request *your Facility* to be connected to the *Grid*. We may charge you any distribution and metering charges in relation to this connection in accordance with *your Electricity Contract*.

You understand and acknowledge that *your Distributor* is responsible for the connection and maintenance of the connection of *your Facility* to the *Grid* and that *your Distributor* is responsible for taking the supply of *your generated renewable electricity* into the *Grid*.

If you apply for a connection of *your Facility* to the *Grid* you give your explicit and informed consent that we may reassign the *tariff* that you are charged under our *Electricity Contract* for the sale and purchase of electricity, based on the change in *your* metering circumstance's, which may include new metering equipment, and is likely to be a change to a "time-of-use" pricing – that is, a peak rate for power purchased during the day, and an off-peak rate for power bought at night and on weekends.

### Termination by You

If the cooling-off period has expired you may terminate this *Contract* without notice, however we ask that you notify us as soon as possible. You must pay us all outstanding amounts owing.

You must notify us at least 3 business days before you intend to vacate a *supply address*, provide safe access to your meter and, if you are not remaining with us, provide us with a forwarding address for the final bill. If you do not do so, you will remain responsible for any electricity consumed at the *supply address*. If you have been evicted or otherwise forced to vacate the *supply address* you will remain responsible for any electricity consumed at the *supply address* until you give us notice and provide safe access to your

meter. We may charge you a disconnection fee. You do not avoid liability to pay us for energy consumed at *your supply address* by vacating that *supply address*.

### Termination by Us

We reserve the right to terminate this *Feed-In Contract* if;

- you or your *supply address* no longer satisfy all of the *Governing Bodies* criteria for eligibility for NSFIT, in particular, if the generating capacity of *your Facility* exceeds capacity permitted under the *New Standard Feed-In Tariff Scheme*.
- you or your *supply address* no longer satisfy all of the requirements of your *distributor* including the appropriate metering that will enable us to measure the amount of *generated renewable electricity* that you have fed into the *Grid*,
- you have been evicted or otherwise forced to vacate the *supply address* or the *supply address* has been disconnected from the *Grid*,
- you vacate the *supply address*, the terms and conditions included in this *Feed-In Contract* terminate on the date you vacate your *supply address* or on the date you notified us that you were vacating your *supply address* or whichever date occurs first.
- you terminate your *Electricity Contract* between you and us for the sale and purchase of electricity, and Click Energy is no longer the *financially responsible market participant* for your *supply address*.
- The *Regulated Scheme* is terminated, ends or repealed by the *Governing Body*.

### Expiry

This *Feed-In Contract* will continue until we are no longer the *financial responsible market participant* for your supply address or until the *New Standard Feed-In Tariff Scheme* terminates, is terminated by you (in accordance with the above) or is terminated by us (in accordance with the above) or ends or is repealed by the *Governing Bodies*.

## Bills

### Price of Electricity Fed into the Grid

The *New Standard Feed-In Tariff* you will receive for *generated renewable electricity* fed into the *Grid*, is set out above and is published on our website. You give your explicit informed consent that your *NSFIT* can change from time to time, in-line with the relevant *Codes and Guidelines*. If the *NSFIT* does change you will be notified on your next bill or by an email 10 business days prior to the change in *NSFIT* or as required by the *Codes and Guidelines*, whichever occurs first.

You agree that you are responsible for fees and charges in relation to your *Feed-In Contract* that the *Codes and Guidelines* allows us to charge you including but not limited to, any distribution non-network charges that we have been charged for, that is, disconnection and reconnection charges.

### Issuing Your Bill

We will issue you a bill, as per our *Electricity Contract* with you for the sale and purchase of electricity, included on this bill will be the credit for the amount of *generated renewable electricity* that you have fed into the *Grid*.

If your total bill has a credit balance after the application of the credit, the credit balance will be applied towards your next bill from *Click Energy* unless a refund has been paid.

If you are on one of our smoothed or estimated monthly billing plans, which involves an estimated amount, you give us your explicit informed consent that we may transfer you onto one of our quarterly billed plans at the same energy rates as those under the supply contract.

### Adjustment of a Bill

We will review your bill at your request, however, you must pay the lower of that portion of your bill that you agree is not in dispute or an amount equal to the average of your bills in the previous 12 months.

If the bill is correct you must pay any unpaid amount or, if you believe your meter is faulty, you may request a test. If your meter is found to comply with industry regulations you must pay any unpaid amount and the cost of the test. If your meter does not comply with industry regulations and your bill is incorrect we will adjust it.

If we have undercharged you, we may recover that amount so long as we comply with the relevant *Codes and Guidelines*. We will list the amount owing in a special bill or in your next bill with an explanation of the amount. We will extend the time to pay the amount undercharged.

If we have overcharged you by an amount of \$50 or less, we will credit the amount to your next bill. If we have overcharged you by an amount exceeding \$50, we will notify you within 10 business days

of *us* becoming aware of the error. We will repay the amount in accordance with *your* reasonable instructions or credit the amount on *your* next bill.

## Refunds

If the *Feed-in Credits* for the purchase of electricity pursuant to this *Feed-In Contract* are \$100 or more than the debit amounts for the sale of electricity over a 12-month period, that is, *you* have a *Feed-in Credit* balance greater than \$100, then on request the credit balance will be returned to *you*.

*You* give *your* explicit informed consent that the refund regarding *Feed-in Credit* may be paid by EFT to a bank account, VISA, MasterCard or American Express card.

For the avoidance of doubt refunds regarding *Feed-in Credit* will not be made if the *Feed-In Credit* balance includes a *Feed-In Credit* for *generated renewable electricity* based on an estimated reading.

We do not pay interest on credit balances in relation to *generated renewable electricity*.

## Meter Readings

The quantity of *generated renewable electricity* into the *Grid* at *your supply address* will be determined by *your Distributor* or their agent using metering data from the metering equipment installed at *your supply address*.

*Your Distributor* will use their best endeavours to read *your* meter at least once every 12 months. *You* must allow their or *our* representative safe, convenient and unhindered access to *your supply address* for the purpose of reading *your* meter and for maintenance and inspection, connection, disconnection and reconnection. *Your Distributor, Us* or our respective representatives will wear or carry official identification, and, on request, will show that identification to the *you*.

If *we* are not able to reasonably or reliably calculate a credit amount on a reading of the amount of *generated renewable electricity* *you* fed into the *Grid*, *we* will not provide *you* with an estimated credit for the amount of *generated renewable electricity* fed into the *Grid*, unless *your distributor* estimates the generation in accordance with applicable regulatory instruments. If *we* do not provide *you* with an estimated credit for the amount of *generated renewable electricity* fed into the *Grid*, when *we* subsequently obtain an actual meter reading for the total amount of *generated renewable electricity* fed into the *Grid* by *you* *we* will include a credit for the total amount of *generated renewable electricity* fed into the *Grid* on *your* next bill.

We will retain all meter readings, billing and credit information for a period of at least 2 years, and *we* will provide *you* access to this information at no charge, regardless of whether *you* are a customer of *Click Energy* or not. *We* will use our best endeavours to provide this information to *you* within 10 business days from the date of request or any other such agreed period.

## Liability

### Limitation of Liability

*You* agree, to the maximum extent allowable under law, to indemnify *us* against any loss or damage suffered as a result of a failure to comply with this *Feed-In Contract* or any other law or a failure or fault with *your Facility* or metering equipment.

*You* are responsible for the maintenance of the *Facility* and for all costs associated with maintenance.

### Force majeure

If an event occurs which is outside the reasonable control of *you* or *us*, in relation to your *Renewable Generation Facility*, the obligations under this *Contract* will be suspended until such time that the event has been remedied or the *Contract* terminated. *You* will not be able to claim a force majeure event under your *Electricity Contract* and *you* will continue to be responsible for the payment of all charges due under your *Electricity Contract*.

## General

### Faults and Emergencies

If *you* experience any type of power failure, *you* can call the faults and emergencies number on *your* bill.

### Variation

The *NSFIT* *you* receive for *generated renewable electricity* fed into the *Grid* is set out above and is published on *our website*. *You* give *your* explicit informed consent that *your NSFIT* can change from time to time, in-line with the relevant *Codes and Guidelines*. If the *NSFIT* does change *you* will be notified on *your* next bill or by an email 10 business days prior to the change in *NSFIT* or as required by the *Codes and Guidelines*, whichever occurs first.

This *Feed-In Contract* may be subject to change as a result of future legislative amendments to the *Act* a change in any other *Codes and Guideline*.

If required by the *Codes and Guidelines* we will only vary this *Feed-In Contract* with *your* consent in writing, otherwise *you* give *your* explicit and informed consent that this *Feed-In Contract* may be varied by *us*.

If this *Feed-In Contract* is amended, we will notify *you* of any amendment that materially affects *your* rights, entitlements and obligations as soon as reasonably practicable after the *Feed-In Contract* is amended. Otherwise please periodically visit *our website* to view the latest version of our *Feed-In Contract*.

### Assignment

This agreement does not constitute an assignment of the rights to the Small-Scale Technology Certificates (STC's) or Renewable Energy Certificates (REC's) that *you* generate from *your Renewable Energy Generation Facility*.

*We* may only assign this *Feed-In Contract* with *your* consent. *We* do not require *your* consent if *we* transfer all, or substantially all, of *our* retail sales business.

*You* must obtain *our* consent if *you* want to assign this *Feed-In Contract*.

## Relevant Law

The law applicable to this *Feed-In Contract* is the law of the State of Victoria.

## Notices

A notice, consent, document or other communication given by *us* under this Feed-in Contract will be provided in writing and given by hand, by fax, by mail or by email unless another form of notice is contemplated in the relevant clause of the Victorian Energy Retail Code as amended from time to time.

## Other Information

*You* must:

- maintain and comply with *your* network connection agreement with *your Distributor* regarding the metering and operation of *your Facility*;
- notify *us* as soon as possible of any change to *your* address for notices;
- notify *us* as soon as possible if *you* intend to increase the generating capacity of *your facility*;
- notify *us* as soon as possible if *you* are no longer an *Eligible NSFIT Customer*.

## Complaints

A complaint by *you* in relation to this *Feed-In Contract* will be handled by *us* in accordance with relevant Australian Standard on complaints handling or the "Benchmark for Industry Based Customer Dispute Resolution Schemes" published by the Department of Innovation, Industry, Science and Research.

*We* value *our* customers and want to make sure that *we* provide *you* with the best possible service. If a problem should arise, please contact *us* immediately. *We* will endeavour to do everything *we* can to make sure that it is resolved to *your* satisfaction. Please note that if *we* are not able to resolve the matter immediately *we* will review the matter and contact *you* within 14 days. If *we* need to take further steps (e.g., where *we* have to refer the problem to a *Distributor*), it may take longer to resolve the matter. If this is the case, *we* will contact *you* and explain what is happening.

If at the end of the process *you* are not satisfied with *our* response, *you* can ask for *your* complaint to be raised to a senior person in *our* organisation.

If *you* are still not satisfied with *our* response, *you* may refer the matter to the *Ombudsman*.

## Definitions & Interpretations

In this Feed-In Contract unless the context otherwise requires:

**acceptable identification** means, in relation to a residential customer, one or more of the following: a driver's licence, a current passport or other form of photographic identification, a pensioner concession card or other current entitlement card issued by the Commonwealth or a birth certificate. If a small business customer is a partnership each of the partners may need to be identified. If a business customer is a company acceptable identification includes the Australian Company Number or the Australian Business Number.

**Act** means **Electricity Industry Act 2000 (Vic)** as amended from time to time.

**AEMO** means Australian Energy Market Operator Limited (ACN 072 010 327)

**business day** means a day other than a Saturday or Sunday or a *public holiday* in Melbourne.

**Click Energy, us, our, ours** and **we** means Click Energy Pty Ltd (A.C.N. 116 567 492).

**Codes and Guidelines** means regulatory *Codes and Guidelines* that implement the obligations created by section 36A of the Electricity Industry Act 2000 (Vic.) and sections 46 to 55E and 203 to 207D of Electricity Act 1994 (Qld). This includes but is not limited to the Energy Retail Code of Victoria.

**Customer** means a person or persons to whom the NSFIT is available, that is, a household, business or community organisation.

**Distribution System** means the network used by a *Distributor* to supply electricity to and from a *supply address*.

**Distributor** means the company which owns and operates the network of poles and wires through which electricity is provided to *your supply address*.

**Electricity Contract** means the *Click Energy Market Retail Terms and Conditions*, the *Product Information Statement*, the *Feed-In Contract* and any additional terms and conditions that form the agreement between you and *us* for the supply of electricity by *us* to *you* at your *supply address*.

**Eligible NSFIT Customer** means a person (or persons) who meets all of the following criteria:

1. Is a *Customer* who at all relevant times is in an *Electricity Contract* with *Click Energy* and purchases electricity from *Click Energy* at the *supply address*; and
2. Is a *Customer* that has installed at the *supply address* a *Renewable Energy Generation Facility* that generates electricity and has an installed or name plate generating capacity of less than 100 kilowatts; and
3. Has satisfied all of the *Governing Bodies* requirements that apply for the *New Standard Feed-In Tariff Scheme*; and
4. Is a *Customer* who has a bi-directional metering in place that measures two-way electricity flows and records them on a half hourly basis at the *supply address*

**ESC** means the Essential Services Commission of Victoria

**Facility** means the *Renewable Energy Generation Facility* located at *your supply address*.

**Feed-In Contract** means this *Feed-In Contract* which forms part of the *Electricity Contract* between *us* and *you*.

**Feed-in Credits** means the amount which we will credit *you* for the *generated renewable electricity* fed into the *Grid* in accordance with this *Feed-In Contract*.

**financially responsible market participant** has the meaning given to it in the National Electricity Rules in relation to the *retailer* at the *supply address*.

**generated renewable electricity** means the electricity generated by an *Eligible NSFT customer*.

**Governing Bodies** means Victorian Government bodies that regulate the supply of electricity and includes the Victorian Governments Department of Primary Industries.

**Grid** means the electricity network *your Distributor* uses to transport electricity to *your supply address*.

**GST** means the goods and services tax as provided for by the A New Tax System (Goods and Services Tax) Act 1999 as amended or replaced from time to time.

**Market Retail Terms and Conditions** means the document that sets out *your* rights and responsibilities, which together with the *Feed-in Contract* and any additional terms and conditions sets out the contract between *you* and *us* for the sale and purchase of electricity.

**NMI** means the national meter identifier found on the meter at *your supply address*.

**Ombudsman** means the Energy Ombudsman scheme operating in the State where *your supply address* is located.

**New Standard Feed-In Tariff Scheme** has the meaning given to it in the *Act*.

**NSFIT** or **New Standard Feed-In Tariff** is the minimum rate (in dollars per kilowatts per hour) prescribed pursuant to the *Act* for the purchase of electricity plus any additional amount (in dollars per kilowatts per hour) offered by *Click Energy*.

**Price and Product Information Statement** means the pricing schedule published on the *website* that sets out the *tariff* or tariffs and additional terms and conditions that may apply to *you* in Victoria.

**Regulated Scheme** means schemes implemented by *Governing Bodies* and currently includes the mandatory schemes governed by the *Act*.

**Regulator** means the body, department or commission authorised to regulate the electricity industry in Victoria. This also includes the Australian Energy Regulator established by section 44AE of the Trade Practices Act 1974 of the Commonwealth.

**Renewable Energy Generation Facility** means a small renewable energy generation facility as defined in the *Act* that is connected to the *Distribution System* and meets all criteria set by the *Regulatory Bodies* and the relevant owner of the *Distribution System* at the *supply address* for the *New Standard Feed-In Tariff Scheme*.

**retailer** means an entity licensed to sell electricity or holds an authority to provide customer retail services under the Act.

**supply address** means the address for which *you* have agreed to purchase electricity.

**tariff** means the relevant *tariff* for the supply of electricity to *you* published by *us* from time to time.

**website** means [www.clickenergy.com.au](http://www.clickenergy.com.au)

**You** and/or **your** means the person (or persons), who is eligible to do so, that has accepted (or has been deemed to have accepted) this *Feed-In Contract*.

## General

In this *Feed-In Contract*, unless the context requires otherwise:

- i. headings are for convenience only and do not affect the interpretation of this *Feed-In Contract*;
- ii. any reference to the singular includes the plural and vice versa;
- iii. if the Customer consists of more than one person, each person is jointly and severally bound;
- iv. a Customer which is a trustee is bound both personally and in its capacity as a trustee;
- v. any reference to a Customer includes the Customer's executors, administrators, successors and permitted assigns;
- vi. if an act must be done on a specified day which is not a business day, it must be done instead on the next business day;
- vii. all calculations of dates and time periods under this *Feed-In Contract* shall be by reference to the date and local time in the State where *your supply address* is located, and not, unless expressly provided for otherwise, the date and local time at the actual place in the world at which the relevant event in fact occurs;
- viii. any reference to a statute, regulation or provision of a statute or regulation (Statutory Provision) includes: that Statutory Provision as amended or re-enacted; a statute, regulation or provision enacted in replacement of that Statutory Provision; and another regulation or other statutory instrument made or issued under that Statutory Provision.