

New South Wales Feed-In Terms and Conditions

Click Energy offers the following terms and conditions to its *Customers* in relation to purchase of *generated renewable electricity* from a Customer with a qualifying solar energy generation facility at the *supply address*:

Term

Commencement

These terms and conditions will apply to *you* if *you* are an *Eligible Customer* (and *you* have provided *us* with *acceptable identification* and evidence to *our* reasonable satisfaction confirming each element relating to being an *Eligible 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 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 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 Customer*;
5. *You* have provided *us* with details of all documentation required pursuant to the relevant *Energy Laws*; 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* Fact Sheet and this *Feed-In Contract* set out the *contract* between *you* and *us*.

If a term or condition of the *Feed-in Contract* is inconsistent with the *Energy Laws*, 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 *Energy Laws* 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 *Feed-In Tariff* *you* receive for *generated renewable electricity* fed into the *Grid* is set out in *your Price Fact Sheet* and is published on *our website*. *You* give *your* explicit informed consent that *your Feed-In Tariff* can change from time to time. If the *Feed-In Tariff* does change *you* will be notified on *your* next bill or as required by the *Energy Laws*.

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 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 Customer*, we will contact *your distributor* no later than the next *business day* *you* 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 installed so that *your Facility* may be connected to the *Grid*.

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 the *Solar Bonus Scheme*, in particular, if the generating capacity of your *Facility* exceeds capacity permitted under the *Solar Bonus Scheme* or as otherwise agreed.
- 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 *financially responsible market participant* for your *supply address* or until the *Feed In Contract* 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 feed in tariff you receive for *generated renewable electricity* fed into the *Grid* is set out on your *Price Fact Sheet* and is published on our website

If you have an *Eligible Gross Generator* and gross meter installed at your *supply address*, we agree to credit you the value of the rebate as stipulated in the *Energy Law* for the total amount of electricity you generate from your *Eligible Generator*.

If you have an *Eligible Net Generator* and net meter installed at your *supply address*, 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*.

A Net Metering arrangement 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.

You agree that *you* are responsible for fees and charges in relation to *your Feed-In Contract* that the *Energy Laws* 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.

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 *Energy Laws*. *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

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 Facility*, the obligations under this *Feed-In 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 feed in tariff *you* receive for *generated renewable electricity* fed into the *Grid* is set out on *your Price Fact Sheet* and is published on *our website*. *You* give *your* explicit informed consent that *your feed-in tariff* can change from time to time, in-line with the relevant *Energy Laws*. If the *feed-in tariff* does change *you* will be notified on *your* next bill or as required by the *Energy Laws*.

This *Feed-In Contract* may be subject to change as a result of future legislative amendments to the *Energy Laws*.

If required by the *Energy Laws* 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 New South Wales.

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 *Energy Laws* 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 Customer*.

Complaints

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 the Electricity Supply Act 1995(NSW) 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).

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 Price Fact Sheet, 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 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 no more than 5 kilowatts; and
3. Has satisfied all of the *Governing Bodies* requirements that apply for *Solar Bonus Scheme* ; and
4. Is a *Customer* who has metering as required by the relevant *Solar Bonus Scheme* in place at the *supply address*.

Energy Law means Electricity Supply Act 1995(NSW); Electricity Supply (General) Regulation 2001 (NSW) and any other applicable acts, rules, regulations, orders, guidelines, licences, codes or conditions imposed relevant to the feed-in arrangement.

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

Eligible Gross Generator means an energy generator that:

- a. Is a solar photovoltaic generator that has a generating capacity of no more than 5 kilowatts;
- b. Is installed and connected to the *Distribution System* in a manner that provides for all the electricity generated to be supplied to the *Distribution System* and allows the relevant *Distribution System* service provider to measure at any instance the amount of electricity supplied; and
- c. Complies with, and is installed and connected manner that complies, any safety, technical or metering requirements that may be prescribed by the *Electricity Law*.

Eligible Net Generator means an energy generator that:

- a. Is a solar photovoltaic generator that has a generating capacity of no more than 5 kilowatts;
- b. Is installed and connected to the *Distribution System* in a manner that provides for some or all of the electricity generated to be used by the *Eligible Customer* rather than being supplied to the *Distribution System*; and
- c. Complies with, and is installed and connected manner that complies, any safety, technical or metering requirements that may be prescribed by the *Electricity Law*.

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 Customer*.

Governing Bodies means New South Wales Government bodies that regulate the supply of electricity.

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 Contract Terms and Conditions means the document that sets out *your* rights and responsibilities, which together with the *Feed-in Contract*, *your Price Fact Sheet* 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.

Price Fact Sheet 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 New South Wales.

Regulator means the body, department or commission authorised to regulate the electricity industry in New South Wales.

Renewable Energy Generation Facility means an *Eligible Gross Generator* or an *Eligible Net Generator*.

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

Solar Bonus Scheme means solar schemes implemented by *Governing Bodies* and currently includes the mandatory solar schemes governed by 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

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.