



# Victoria Government Gazette

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## Electricity Industry Act 2000

ORIGIN ENERGY ELECTRICITY LIMITED ABN 33 071 052 287

### Transitional Feed-In Agreement for Solar Energy Facilities

The terms and conditions for Origin's transitional solar feed-in tariffs are published in accordance with section 40FF of the **Electricity Industry Act 2000** and are effective 2 months from the date of this notice.

This Agreement applies to the person or persons named in the Schedule which means:

- (a) Victorian electricity customers with a Solar Energy Facility of no more than 5kW in rated capacity at their principal place of residence, and only in respect of electricity generated on or after 1 January 2012; and
- (b) Victorian electricity customers with a Solar Energy Facility of no more than 5kW in rated capacity located at one or more properties which the customer:
  - (i) occupies as a non-residential customer; and
  - (ii) consumes 100 MWh or less of electricity per year at the Connection Point.

#### Recitals

- A. Origin sells electricity to the Customer in Victoria under the terms and conditions of an existing electricity sale agreement (the 'Sale Agreement'). From the Start Date the sale of electricity will be governed by the terms and conditions of the Sale Agreement and this Agreement (and any agreement between the parties which replaces either agreement from time to time).
- B. The Customer has a Unit which is a Solar Energy Facility and satisfies the eligibility criteria set out in the Scheme and all Applicable Regulations including that its rated capacity not exceed 5kW.
- C. Origin offers to purchase from the Customer the Export Electricity on the terms and conditions of this Agreement.
- D. This Agreement constitutes the terms and conditions on which Origin purchases from the Customer, and the Customer sells to Origin, the Export Electricity.
- E. These terms and conditions are the terms and conditions which Origin is required by the **Electricity Industry Amendment (Transitional Feed-in Tariff Scheme) Act 2011** to have in place. The terms and conditions may be subject to change as described in clause 22 of this Agreement as a result of future legislative amendments.

#### 1. INTERPRETATION

##### 1.1 Definitions

The following definitions apply in this Agreement.

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

**Additional Export Energy Credit** means an amount (if any) per kWh determined by Origin from time to time which:

- (a) is in addition to the Export Energy Credit that Origin pays the Customer;
- (b) is set out in the Schedule as at the date of the Agreement;
- (c) may be varied by Origin from time to time in accordance with this Agreement.

**Agreement** means this Feed-In Agreement (including the Schedule) as varied in accordance with clauses 19.1 and 22.

**SPECIAL**

**Applicable Regulations** means all relevant legislation, regulations, codes, orders in council, licences, proclamations, directions or standards applicable to the transmission, distribution, generation or sale of electricity in Victoria or the National Electricity Market including, without limitation, the Energy Retail Code, the Act, the **Electricity Safety Act 1998** (Vic.), the National Electricity Law and the **Privacy Act 1988** (Cth).

**Authority** means a Distributor, a local, Victorian State or Federal Government or any other entity that may offer a feed-in agreement to Victorian customers.

**Billing Period** has the same meaning as given in the Sale Agreement.

**Business Day** means any day other than a Saturday or Sunday or public holiday when banks in Victoria are open for business.

**CES or Certificate of Electrical Safety** means a form submitted by Registered Electrical Contractors for works undertaken as detailed in the Electricity Work Request, have been completed and tested consistent with the **Electricity Safety Act 1988** and the Electricity Safety (Installations) Regulations 1999.

**Connection Point** means where the Distributor's distribution system connects to the Supply Address.

**Credit Balance Limit** means as specified in the Schedule and amended by Origin under clause 9.14.

**Customer** means the person so described in the Schedule.

**Customer Inverter Grid Connection** means an inverter which changes the Export Electricity from DC power to AC power.

**Distributor** is the distributor specified in the Schedule.

**Electricity Work Request** means an application form submitted by a Registered Electrical Contractors for works undertaken that involve a private electrical installation connection to a licensed Distributor's network in Victoria. The works include new electrical installations, alterations and additions to existing electrical installations, service pit installations or fault repairs required for the private electrical installation.

**End Date** means the date specified in the Schedule or, if no date is specified in the Schedule, the Scheme End Date.

**Energy Retail Code** means the Code of that name published by the Essential Services Commission (Victoria) from time to time and successor instruments and relevant clauses that may take effect under the National Energy Consumer Framework.

**Environmental Rights** has the meaning given in clause 6.1.

**Export Electricity** means the electricity generated by the Unit and injected into the distribution system as recorded by the Metering Equipment.

**Export Energy Credit** means the price at which Origin is acquiring the Export Electricity which:

- (a) as at the date of the Agreement is as set out in the Schedule but will be published by Origin under section 40FF of the Act from time to time; and
- (b) is not indexed to any measure of consumer prices or other index.

**Generator Supply Voltage** is the voltage specified by the Distributor in the Network Connection Agreement.

**GPR** means a Green Power Right under the Green Power Program.

**Green Power Program** means the National Green Power Accreditation Program as set forth in the *National Green Power Accreditation Program Accreditation Document, Version 2, November 2000* or any successor or similar scheme that evolves or develops as a result of this program.

**Import Electricity** means electricity supplied to the Customer under the Sale Agreement.

**Metering Equipment** means metering equipment for the Unit required under clause 7.1.

**Metering Data** means data produced by the Metering Equipment.

**National Electricity Rules** means the rules made and amended under the National Electricity Law which applies in Victoria under the **National Electricity (Victoria) Act 2005** (Vic.).

**Network Connection Agreement** means an agreement between the Distributor and the Customer detailing, amongst other things, the terms and conditions of dispatch, connection and disconnection of the Unit engaged in producing Export Electricity.

**Origin** means Origin Energy Electricity Ltd ABN 33 071 052 287.

**Quality Requirements** are the quality requirements specified by the Distributor in the Network Connection Agreement.

**Registered Electrical Contractor** is an individual or organisation registered in the State of Victoria to undertake electrical contracting.

**Renewable Energy Certificates** or **RECs** means small-scale technology certificates and large-scale generation certificates as defined under the **Renewable Energy (Electricity) Act 2000** (Cth) and the Renewable Energy (Electricity) Regulations 2001 (Cth).

**Responsible Person** has the same meaning as in the National Electricity Rules.

**Sale Agreement** has the meaning in recital A.

**Scheme** means the Transitional Feed-In Tariff Scheme as set out in the Act.

**Scheme End Date** is the earlier of:

- (a) the date that is the fifth anniversary of the Scheme Start Date; or
- (b) the Scheme End Day.

**Scheme End Day** is the day declared by notice under section 40FEA(1) of the Act.

**Scheme Start Date** means 1 January 2012.

**Solar Connection Form** means a form containing details of the Unit for the purpose of informing the Distributor about the nature of the Unit and information about customer rights and obligations.

**Solar Energy Facility** has the same meaning as 'TFiT Scheme Generating Facility' under the Act.

**Start Date** means the later of the date specified in the Schedule and the satisfaction of the preconditions set out in clause 2.1.

**Supply Address** means as specified in the Schedule.

**Unit** means the solar energy facility described in the Schedule connected to a Connection Point with a metered supply point, and includes any ancillary electrical equipment.

## 1.2 Rules for interpreting this document

A reference to:

- (a) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (b) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
- (c) a singular word includes the plural, and vice versa;
- (d) a year is a year commencing on the Start Date and every anniversary thereof and finishing one year later;
- (e) a day is the period of time commencing at midnight and ending 24 hours later; and
- (f) a month is a calendar month.

### 1.3 Multiple parties

If a party to this document is made up of more than one person, or a term is used in this document to refer to more than one party:

- (a) an obligation of those persons is joint and several;
- (b) a right of those persons is held by each of them severally; and
- (c) any other reference to that party or that term is a reference to each of those persons separately, so that (for example) a representation, warranty or undertaking is given by each of them separately.

### 1.4 Sale Agreement

The parties acknowledge that they must each comply with the Sale Agreement and that nothing in this Agreement varies the Sale Agreement. Except where expressly stated otherwise, to the extent of any inconsistency between this Agreement and the Sale Agreement with respect to provisions dealing with Export Electricity (including relating to metering, costs and charges) this Agreement prevails.

## 2. THE COMMENCEMENT OF THE AGREEMENT

### 2.1 This Agreement will commence when:

- (a) the Customer has applied to Origin to take up its offer to enter into this Agreement;
- (b) the Schedule has been completed and signed by the Customer and received by Origin;
- (c) the Customer has provided to Origin either a copy of a Certificate of Electrical Safety or an executed Network Connection Agreement which demonstrates that the Customer Inverter Grid Connection has been installed with the consent of the Distributor;
- (d) the Customer has provided Origin or the Distributor with a completed Solar Connection Form;
- (e) the Unit is connected to the Distributor's distribution system and metered in accordance with clause 3.4; and
- (f) the Distributor has advised Origin that the Customer's NMI has been assigned the relevant network tariff code applying to a Solar Energy Facility.

### 2.2 The Customer acknowledges that by executing this Agreement it is giving its explicit informed consent to the commencement of the Agreement.

## 3. CONNECTING THE UNIT

### 3.1 If the Customer applies to Origin for connection at the Supply Address, Origin will make a request to the Distributor to connect the Unit as soon as practicable to the Distributor's distribution system (including details of any necessary metering and any appropriate network tariff reassignment). Origin must make the request to the Distributor by no later than the next Business Day after Origin receives from the Customer all documentation required under the **Electricity Safety Act 1998** (Vic.) and all documentation reasonably required by Origin or the Distributor, including:

- (a) acceptable identification;
- (b) contact details;
- (c) if the request relates to a rental property, contact details for the property owner or owner's agent;
- (d) the Solar Connection Form;
- (e) the Electrical Work Request; and
- (f) the Certificate of Electrical Safety.

### 3.2 The Customer must reimburse Origin for all reasonable costs incurred by Origin in relation to the request made to the Distributor under clause 3.1. Origin may issue a bill to the Customer in respect of these costs in accordance with clause 4.

- 3.3** The Customer acknowledges that a request to connect the Unit to the Distributor's distribution system (at the request of the Customer, or Origin on the Customer's behalf), may result in a change to the Customer's current network tariff. The change in the network tariff may result in a variation to the charges the Customer pays under the Sale Agreement, and the Customer gives its explicit informed consent to that change. The variation will be notified to the Customer no later than 20 business days before taking effect.
- 3.4** The Customer acknowledges that in order to export electricity generated by the Unit, the Distributor will require the installation of a bi-directional interval (solar capable) meter configured to meet the Distributor's requirements under the Scheme.
- 3.5** The Customer acknowledges that the installation of the bi-directional interval meter by the Distributor will result in:
- (a) if the Customer's Distributor is Powercor, the Customer no longer being eligible for the 'Climate Saver' tariff;
  - (b) if the Customer's Distributor is Powercor, CitiPower, SP AusNet, Jemena or United Energy, the Customer no longer being eligible for the tariffs for dedicated off peak electric hot water or slab heating;
  - (c) if the Customer's Distributor is Powercor, CitiPower, SP AusNet, Jemena or United Energy, the reassignment from a 'Flat' to a 'Time of Use' tariff; and
  - (d) all consumption at the Supply Address being charged at either peak or off peak tariffs (in accordance with your Sale Agreement), depending on the time of day, which may result in a change to charges under the Sale Agreement. It is recommended that the Customer checks with Origin regarding the times of peak and off peak pricing.

#### **4. ADDITIONAL COSTS**

- 4.1** The Customer must pay the following costs as notified by Origin:
- (a) the cost of installing and maintaining any additional Metering Equipment or upgrades to existing Metering Equipment required by Origin or the Distributor under clause 7.1, including the costs of any site assessment;
  - (b) any applicable costs referred to in clause 3.1 and charges in clause 9; and
  - (c) the cost of any additional works required by Origin or the Distributor in relation to the Unit and its connection to the distribution system (including any augmentation required to the distribution system).
- 4.2** The Customer acknowledges that Origin has informed the Customer, if requested to do so, of the amount of the costs referred to in clause 4.1 (where applicable) prior to the date of this Agreement. In the unusual circumstances where the amount of any costs is not known prior to the date of the Agreement, the Customer is advised of those costs as soon as practicable and those costs are passed through to the Customer at cost.
- 4.3** In addition to those costs referred to in clause 4.1, the Customer must pay all costs associated with the supply of Export Electricity which have not been identified as at the date of this Agreement as notified by Origin. These amounts will be charged to the Customer at cost.
- 4.4** If the Customer asks Origin to undertake any work in respect of the Unit, prior to undertaking that work, Origin will notify the Customer of the price. If the Customer agrees to that price, Origin will undertake the work and the Customer must pay Origin the relevant price.

#### **5. THE SUPPLY OF EXPORT ELECTRICITY BY THE CUSTOMER**

- 5.1** The Customer must supply Origin (or such other party as Origin may direct) with all Export Electricity at the Connection Point and:
- (a) at the Generator Supply Voltage;
  - (b) in accordance with the Quality Requirements; and
  - (c) in accordance with the terms of this Agreement.

**6. RECs, GPRS AND ENVIRONMENTAL RIGHTS**

- 6.1** Neither party has an obligation under this Agreement to acquire or sell any credits, permits, rights, instruments, accreditations or benefits (including the right to receive any benefit derived from such thing or matter) arising from:
- (a) the operation of the Unit, including such operation reducing greenhouse gas emission (including without limitation reducing greenhouse gas emission associated with the generation of electricity); or
  - (b) the generation of electricity from the Unit, including such generation being fuelled from a renewable source,
- including RECs and GPRs ('Environmental Rights').
- 6.2** Clause 6.1 does not limit the parties' rights to enter into a separate agreement for the acquisition and/or sale of Environmental Rights.

**7. METERING REQUIREMENTS**

- 7.1** The Customer must arrange (at its own cost) for the installation and maintenance of Metering Equipment for the Unit at the Supply Address that meets:
- (a) Origin's reasonable requirements;
  - (b) the Distributor's reasonable requirements; and
  - (c) the Applicable Regulations.
- 7.2** Subject to the Applicable Regulations, the Customer must make the Metering Data available to Origin and to any other person entitled to the Metering Data under the Applicable Regulations.
- 7.3** The parties acknowledge that the person responsible for the Metering Data will ensure that the Metering Data complies with the Applicable Regulations.
- 7.4** The Customer must at all times provide representatives (and the representatives' equipment) of Origin, the Distributor or the Responsible Person with safe, convenient and unhindered access to the Unit and the Metering Equipment at the Supply Address for the purpose of reading the Metering Equipment and for connection, disconnection, reconnection, maintenance and repair of the Unit and Metering Equipment. The representatives must carry official identification and produce that official identification on request by the Customer.
- 7.5** Origin will use its best endeavours to ensure that the Metering Equipment is read at least once in any 12-month period. For the avoidance of doubt, Origin will not breach this clause 7.5 if Origin is unable to read the Metering Equipment in any relevant period as a result of the Customer breaching clause 7.4 or as a result of some other event outside Origin's control.

**8. THE CUSTOMER'S OBLIGATIONS**

- 8.1** The Customer must comply with all obligations imposed on the Customer by the Applicable Regulations. The Customer must make itself aware of these obligations.
- 8.2** The Customer must ensure that the Unit is installed, maintained and operated so as not to cause or be likely to cause any damage or loss to Origin or any third party, and only allow appropriately qualified people to perform work on the Unit.
- 8.3** The Customer must inform Origin as soon as possible of any relevant change to its contact details or its principal place of residence.
- 8.4** The Customer warrants that:
- (a) the Unit is a Solar Energy Facility; and
  - (b) the Customer is exempt from the requirement to hold a licence under the Act in respect of the generation, supply or sale of the Export Electricity.
  - (c) if the Customer is:

- (i) a residential customer, the Unit is located at a Supply Address that is the Customer's principal place of residence; or
  - (ii) a non-residential customer, the Customer is only participating in the Scheme in respect of one Unit per premises and consumption of Import Electricity at the Supply Address(es) from which Export Electricity is supplied from the Units does not exceed 100 MWh per year at the Connection Point(s).
- 8.5** The Customer acknowledges that it will be in breach of this Agreement if the Unit ceases to be a Solar Energy Facility or if the Customer ceases to be exempt from the requirement to hold a licence in respect of the generation, supply or sale of the Export Electricity.
- 8.6** The Customer will notify Origin 14 Business Days prior of any change to the generating capacity of the Unit installed at the Supply Address regardless of whether the proposed change in capacity has the effect of bringing total capacity to an amount greater than 5 kilowatts.
- 8.7** The Customer acknowledges that if they change the generating capacity of the Unit installed at the Supply Address after the Scheme End Date, the Customer ceases to be eligible for any Export Energy Credit or Additional Energy Export Credit.
- 8.8** The Customer acknowledges that:
  - (a) it is only entitled to the Export Energy Credit or the Additional Export Energy Credit in relation to the Export Electricity;
  - (b) it is not entitled to the Energy Export Credit or the Additional Energy Export Credit in respect of any electricity exported from other Solar Energy Facilities.
- 8.9** The Customer warrants that where multiple Solar Energy Facilities are installed at the Supply Address that these facilities are separately metered from the Unit.
- 8.10** If the Customer wishes to modify the specifications of the Unit, the Customer must inform Origin and the Distributor of such modifications prior to those modifications being made.
- 9. THE CHARGES**
- 9.1** The Customer must pay Origin for all Import Electricity supplied to the Customer in accordance with the Sale Agreement.
- 9.2** Origin must pay the Customer the Export Energy Credit for all Export Electricity supplied to Origin from the Unit in accordance with this Agreement between the Start Date and the date of termination of the Agreement.
- 9.3** Subject to clauses 9.4, Origin may pay the Customer an Additional Export Energy Credit for Export Electricity at Origin's complete discretion from time to time.
- 9.4** Origin may introduce, vary or withdraw an Additional Export Energy Credit at any time provided it notifies the Customer as soon as practicable of that change, and in any event no later than the Customer's next bill. The Customer gives its explicit informed consent to any such introduction, variation or withdrawal.
- 9.5** The Customer will pay Origin all amounts described under this Agreement as being payable by the Customer to Origin.
- 9.6** Subject to clause 9.9, the amount of Export Electricity supplied during a Billing Period will be measured in accordance with the Applicable Regulations.
- 9.7** The Customer is responsible for paying any charges imposed under the National Electricity Rules in respect of the generation and dispatch of the Export Electricity.
- 9.8** On request, Origin will provide the Customer with reasonable information on the Export Energy Credit and/or the Additional Export Energy Credit that Origin may offer to the Customer. The information must be given within 10 Business Days of the Customer's request and, if the Customer so requests, in writing.

- 9.9** If Origin is not able to reasonably or reliably determine the amount of Export Electricity supplied by the Customer in a Billing Period from reading the Metering Equipment, Origin is not required to pay the Customer for that Export Electricity until the Distributor estimates the Export Electricity in accordance with Applicable Regulations. To the maximum extent permitted by law, the Customer must not dispute the non-payment by Origin for the Export Electricity under any dispute resolution scheme where that non-payment is because the Distributor has not yet estimated the Export Electricity in accordance with Applicable Regulations.
- 9.10** Origin will issue a bill to the Customer at the Supply Address or at another address nominated by the Customer. The bill will set out:
- (a) the amount owed by Origin to the Customer in respect of the Export Electricity supplied during the relevant Billing Period, being the Export Energy Credit multiplied by the Export Electricity;
  - (b) any Additional Export Energy Credit for the relevant Billing Period; and
  - (c) any other amounts owed by the Customer to Origin under this Agreement in respect of the relevant Billing Period,
- and will otherwise comply with the billing requirements under the Sale Agreement.
- 9.11** Origin must pay any amount it owes under a bill by crediting that amount against the bill it renders under the Sale Agreement in respect of the same Billing Period. The Customer acknowledges that the amount must be credited against the GST-inclusive amount payable under bills rendered by Origin under the Sale Agreement.
- 9.12** For the avoidance of doubt, Origin must not extinguish any amounts to be credited by it to the Customer under this Agreement where:
- (a) the amount to be credited is not based on a reading of the Metering Equipment; and/or
  - (b) the bill for the Billing Period with which the credit is associated has not been issued to the Customer.
- 9.13** If the Customer maintains a credit balance in relation to payments of the Export Energy Credit and Additional Export Energy Credit on bills issued under the Sale Agreement:
- (a) for four consecutive Billing Periods (if billed on a quarterly basis); or
  - (b) for twelve consecutive Billing Periods (if billed on a monthly basis); or
  - (c) for more than 365 days,
- (whichever occurs last) Origin will:
- (d) if the credit balance is greater than the Credit Balance Limit (including GST), reduce the Customer's credit balance to zero and automatically pay the Customer by cheque the credit balance; or
  - (e) if the credit balance is equal to or less than the Credit Balance Limit (including GST), continue to apply the credit balance to subsequent bills under the Sale Agreement.
- 9.14** Origin may vary the Credit Balance Limit from time to time and the Customer provides its explicit informed consent to such variation. Origin will notify the Customer as soon as practicable of any such variation and in any event no later than the Customer's next bill.
- 9.15** If Origin becomes aware that it has underpaid or under credited any amount associated with the Export Electricity, Origin must:
- (a) if the amount is \$50 or less, credit the next bill rendered by Origin under the Sale Agreement in accordance with clause 9.11 after Origin becomes aware of the under crediting or under payment; or
  - (b) if the amount is greater than \$50, inform the Customer within 10 Business Days after Origin becomes aware of the under payment or under crediting and credit the amount to the Customer's next bill under the Sale Agreement or as otherwise reasonably directed by the Customer.

- 9.16** The Customer must pay any amount owing by it under a bill:
- (a) by the due date specified in the relevant bill unless a payment arrangement or other payment option has been put in place;
  - (b) to the accounts or addresses and in the manner specified on the bill, and payment may be made by cheque, direct debit or such other method as may be specified from time to time on the bill.

## **10. REVIEW OF BILLS**

- 10.1** Origin will review a bill at the Customer's request. During the review, the Customer must pay that portion of the bill not in dispute or an amount equal to the average amount of the Customer's bills in the previous 12 months (whichever is the lower).

- 10.2** If the bill under review is:

- (a) correct, the Customer must either pay the unpaid amount or request Origin to arrange a test of the Metering Equipment in accordance with Applicable Regulations. If the Customer's Metering Equipment is found to comply with Applicable Regulations, the Customer must pay the cost of the test and pay the unpaid amount; or
- (b) incorrect, Origin must adjust the bill in accordance with clause 10.3.

- 10.3** In recovering any undercharging (including over crediting the Customer for Export Electricity), Origin will:

- (a) limit the amount to be recovered as follows:
  - (i) if the error results from a failure of Origin's billing systems, to no more than the amount of the undercharging (or over crediting) in the 9 months prior to the date on which Origin notified the Customer that the undercharging (or over crediting) had occurred; and
  - (ii) otherwise, to no more than the amount of the undercharging (or over crediting) in the prior 12 months.
- (b) list the amount to be recovered as a separate item in a special bill or in the Customer's next bill together with an explanation of the amount;
- (c) not charge the Customer interest on the undercharged (or over credited) amount; and
- (d) offer the Customer time to pay the undercharged (or over credited) amount in a payment arrangement covering a period at least equal to the period over which the recoverable undercharging (or over crediting) occurred.

- 10.4** If Origin has over charged (or under credited) the Customer for Export Electricity, Origin will:

- (a) credit (or debit in the case of under crediting) the amount to the next bill issued to the Customer after Origin becomes aware of the overcharging (or under crediting); and
- (b) if the amount of the overcharging (or under crediting) is greater than \$50, inform the Customer within 10 Business Days after becoming aware of the overcharging or under crediting.

- 10.5** Origin will retain the Customer's historical payment or crediting data ('data') for at least two years after the end of the Billing Period to which it relates, regardless of whether this Agreement or the Sale Agreement has terminated.

- 10.6** The Customer may request copies of the data.

- 10.7** Origin will process the Customer's request for data in the same manner as Origin is required to treat a request for historical data under the Sale Agreement.

## **11. ELECTRICAL EQUIPMENT REQUIREMENTS**

- 11.1** The Customer must give Origin an opportunity to satisfy itself that the Unit at the Supply Address complies with the Applicable Regulations.

- 11.2** Origin carries out this work for its own purposes. The Customer must not rely on Origin's conclusions, and Origin will not be liable for any damage or loss caused by any fault or inadequacy in the equipment.

**12. TERM OF THE AGREEMENT**

- 12.1** This Agreement begins on the Start Date and ends on the End Date, unless terminated earlier in accordance with this Agreement. Subject to clause 12.3, if after the End Date, Origin continues to take a supply of electricity from the Customer and the Customer has not signed a new agreement with Origin or another retailer, then the terms of this Agreement will continue to regulate the parties' relationship in relation to the Export Electricity until a new agreement is signed or the supply ceases (whichever comes first).

- 12.2** Subject to clause 12.3, Origin must notify the Customer of the following information between one and two months prior to the End Date:

- (a) the date of the End Date; and
- (b) the options available to the Customer in relation to the Export Electricity following the End Date, including the terms and conditions associated with the continued supply of Export Electricity if relevant (subject to those terms having taken effect in accordance with section 40H of the Act).

- 12.3** If the End Date:

- (a) is the Scheme End Date and is the fifth anniversary following the Scheme Start Date, this Agreement will terminate at the End Date;
- (b) is the Scheme End Date and is the Scheme End Day (being a date prior to the fifth anniversary following the Scheme Start Date), this Agreement will terminate on the fifth anniversary following the Scheme Start Date,

and Origin is not obliged to continue this Agreement with the Customer or be bound by any terms contained within.

**13. COMPLAINTS**

A complaint by the Customer in relation to this Agreement will be handled by Origin in accordance with the relevant Australian Standard on Complaints Handling or the 'Benchmark for Industry Based Customer Dispute Resolution Schemes' published by the Department of Resources, Energy and Tourism (Cth) and clause 28.2 of the Energy Retail Code.

**14. FORCE MAJEURE**

If an event occurs which is outside the reasonable control of Origin or the Customer and Origin or the Customer breaches this Agreement due to this event only ('force majeure event'), the obligations of the parties under this Agreement are suspended to the extent to which they are affected by the event as long as the event continues, and Origin or the Customer must give the other prompt notice (as contemplated by clause 18 of the Energy Retail Code) of that fact including full particulars of the event, an estimate of its likely duration, the obligations affected by it and the extent of its effect on those obligations and the steps taken to remove, overcome or minimise its effects. However:

- (a) the party claiming a force majeure event must use its best endeavours to remove, overcome or minimise the effects of the event as quickly as possible. However, this does not require a party to settle any industrial dispute in any way which is not acceptable to that party; and
- (b) nothing in this clause 14 nor any term of this Agreement or the Sale Agreement which is not inconsistent with this clause 14 varies or excludes the operation of section 120 of the National Electricity Law.

**15. ENDING THE AGREEMENT**

- 15.1** Origin may terminate this Agreement:

- (a) if the Sale Agreement ends, with effect from the Sale Agreement ending on written notice to the Customer;

- (b) if the Customer becomes insolvent, immediately on written notice to the Customer;
  - (c) if the Customer breaches this Agreement and fails to remedy the breach, on 10 Business Days' written notice to the Customer;
  - (d) immediately on written notice to the Customer if Origin determines:
    - (i) in relation to a residential customer, that the Unit is not located at the Customer's principal place of residence; or
    - (ii) in relation to a non-residential customer, that the Customer is a residential customer or consumes more than 100 MWh per year in aggregate at the Connection Point(s) at any time after the Start Date to which this Agreement applies; or
  - (e) by written notice to the Customer with effect from the Scheme End Date; or
  - (f) immediately on written notice to the Customer if Origin forms the view that a Unit exceeds 5 kilowatts in generation capacity (including because Origin has received a notice under clause 8.6).
- 15.2** The Customer may terminate this Agreement at any time by written notice and Origin may impose an early termination fee (if detailed in the Schedule) where the termination takes effect prior to the End Date. Termination will not become effective until the later of:
- (a) if the Customer and Origin enter a new agreement for the export of electricity from the Unit, the expiry of any cooling-off period in respect of the new agreement;
  - (b) if the Customer wants to enter an agreement with another retailer for the export of electricity from the Unit, the date when the other retailer becomes responsible for that agreement; or
  - (c) if the Sale Agreement is terminated and the Supply Address has been disconnected, the date when the Customer no longer has a right under the Energy Retail Code to be reconnected.
- 15.3** This Agreement will automatically terminate and no termination fee will be payable if the Customer:
- (a) enters into any other feed-in agreement with Origin or an Authority; or
  - (b) starts receiving payment from an Authority.
- 15.4** The ending of this Agreement does not affect a party's accrued rights under the Agreement.
- 16. LIABILITY & INDEMNITY**
- 16.1** To the maximum extent permitted by law, the Customer indemnifies Origin and will hold Origin harmless against all direct and indirect liabilities incurred by Origin (including claims by third parties) in respect of loss or damage or death or injury suffered as a result of:
- (a) the Customer's failure to comply with any obligation under this Agreement or to procure that its representatives, officers, employees or agents comply with any obligation under this Agreement; and
  - (b) the negligent or reckless acts or omissions of the Customer or its representatives, officers, employees or agents in performing obligations under this Agreement.
- 16.2** To the maximum extent permitted by law, Origin is not liable to the Customer or any person claiming through the Customer for any costs, expenses, death, injury, loss or damage (whether direct or indirect and howsoever arising) from the supply of electricity or any matter not arising in connection with this Agreement.
- 17. ASSIGNMENT**
- 17.1** The Customer must not novate this Agreement or assign, transfer or deal with its rights under this Agreement, or agree to do so, without Origin's written consent.
- 17.2** Origin may only assign this Agreement with the Customer's consent, unless the assignment forms part of the transfer to the same third party of all or substantially all of Origin's retail business.

**18. WAIVER**

Any failure by Origin to exercise any of its rights or powers under this Agreement is not a waiver of those rights or powers.

**19. VARIATION**

**19.1** Subject to clauses 9.4, 9.14, 19.2 and 22:

- (a) Origin may vary this Agreement by the gazettal of an amendment or replacement Feed-In Agreement under section 40FF of the Act; or
- (b) the parties may vary this Agreement by agreement in writing between the Customer and Origin.

**19.2** The Export Energy Credit is varied each time Origin publishes a new price under section 40FF of the Act. Origin will notify the Customer as soon as practicable of any variation to the Export Energy Credit.

**19.3** The Customer gives its explicit informed consent to Origin varying this Agreement as described in this clause 19.

**20. NOTICES**

A notice, consent, document or other communication given must be in writing and given by hand, by fax, by mail or by email unless the relevant clause of this Agreement provides otherwise.

**21. WHOLE AGREEMENT**

**21.1** This Agreement sets out all the terms agreed between the Customer and Origin for the supply of electricity to Origin by the Customer, and the Customer acknowledges that it has not relied on any representation, inducement, warranty or promise which is not contained in it. The parties acknowledge that the Sale Agreement deals with the supply of electricity to the Customer by Origin and that it is a separate contract to this Agreement.

**21.2** If any matter required to be included in this Agreement by an Applicable Regulation is not expressly dealt with in the Agreement, the relevant provisions of the Applicable Regulation dealing with that matter are incorporated as if they were a term of this Agreement.

**22. CHANGES TO LAW**

The parties acknowledge that there may be changes to the Applicable Regulations to which the parties are subject. The parties agree that if in Origin's reasonable view changes to the Applicable Regulations materially alter the parties' rights or obligations under this Agreement, Origin may amend this Agreement to take into account those changes by written notice to the Customer. The customer gives its explicit informed consent that Origin may amend or vary the Agreement under this clause 22 and will notify the Customer of these changes in writing. Such amendments and variations will be binding on both Origin and the Customer.

**23. GST & TAXES**

**23.1** Notwithstanding any other provision in this Agreement, if Origin is or becomes liable to pay **GST** in connection with any Supply:

- (a) the Customer must pay to Origin, in addition to the Agreement Price, an additional amount equal to the amount of that **GST**;
- (b) the Customer must pay the Agreement Price plus the additional amount on account of **GST** within 14 days of receiving a **tax invoice** from Origin for that Supply or as otherwise provided in this Agreement;
- (c) if the GST payable in relation to a Supply made under or in connection with this Agreement varies from the additional amount paid or payable by the Customer under paragraph (a) such that a further amount of GST is payable in relation to the Supply or a refund or credit of GST is obtained in relation to the Supply, then Origin will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Customer. Any payment, credit or refund under this paragraph is deemed to be a payment, credit or refund of the additional amount payable under

paragraph (a). If an **adjustment event** occurs in relation to a Supply, Origin must issue an **adjustment note** to the Customer in relation to that Supply within 14 days after becoming aware of the adjustment; and

- (d) where a party reimburses the other party for an expense or other amount incurred in connection with any wholly or partly **creditable acquisition** or any wholly or partly **creditable importation** made by that other party, the amount reimbursed shall be net of any **input tax credit** claimable in respect of that acquisition or importation (as the case may be).

The Customer acknowledges that in accordance with the **GST law**, **GST** is applied to the gross amount of the Import Electricity and any other taxable charges, without any netting off for the Export Electricity.

In this clause, all italicised and emboldened terms, have the same meaning as in the **A New Tax System (Goods and Services Tax) Act 1999** (Cth) and in the **GST law**.

In addition:

**'Agreement Price'** means the consideration to be provided under this Agreement for the Supply (other than under this clause); and

**'Supply'** means any **supply** to the Customer by Origin pursuant to this Agreement. However, if the **GST law** treats part of a **supply** as a separate **supply** for the purpose of determining whether **GST** is payable on that part of the **supply** or for the purpose of determining the tax period to which that part of the **supply** will be attributable, such part of the **supply** will be treated as a separate **supply** for the purposes of this clause.

- 23.2** Subject to clause 23.1, the Customer will be solely liable for payment of all taxes (including but not limited to corporate taxes, personal income tax, fringe benefits tax, payroll tax, stamp duty, withholding tax, PAYG, turnover tax and excise and import duties, and any subcontractor's taxes) which may be imposed in relation to the Export Electricity, the provision of plant or the payments made under this Agreement.

- 23.3** The Customer must either:

- (a) provide a valid ABN to Origin in respect of any Export payments made to the Customer in respect of the Export Electricity; or
- (b) warrant that its generation of electricity by the Unit is private and domestic by nature and not related to any business enterprise carried on by the Customer, and for this reason the Customer has not provided an ABN to Origin. If Origin asks the Customer to do so, the Customer must complete a 'No ABN Withholding Declaration' as soon as reasonably practicable (the form of which is available from Origin upon request).

- 23.4** The Customer must notify Origin immediately if it:

- (a) has not provided a valid ABN in accordance with clause 23.3(a); and
- (b) is unable to provide the warranty in clause 23.3(b).

The Customer indemnifies Origin against any loss suffered by Origin as a result of failure by the Customer to provide such notification.

- 23.5** If Origin is required in its opinion to withhold any amount in respect of tax from a payment to be made to the Customer under this Agreement, it is entitled to do so and such withholding and payment to the relevant taxing authority will be a good discharge of its obligation to pay the relevant amount to the Customer. In the event that Origin pays an amount to the Customer without withholding an amount in respect of tax, Origin will be indemnified by the Customer for any loss suffered by it as a result of failing to withhold.

## **24. GOVERNING LAW**

This Agreement is governed by the laws in force in Victoria and the parties agree to submit to the non-exclusive jurisdiction of the Victorian Courts.

### Schedule

1. **Customer Name:**
2. **ABN/ACN (if applicable):**
3. **Supply Address:**
4. **Principal Place of Residence**
5. **Address for Notices:**
6. **NMI (National Meter Identifier):**
7. **Start Date:**
8. **End Date:**
9. **Unit (Size in kW):**
10. **Export Energy Credit:** \$0.25/kWh (including GST, if any)
11. **Additional Export Energy Credit:** \$0.06/kWh (including GST, if any)
12. **Credit Balance Limit:** \$50
13. **Distributor:**

**Please sign the slip below and return to Origin in the reply paid envelope included with this Agreement.**



By signing below, I acknowledge I:

- (a) have read the terms and conditions of this Agreement and agree to be bound by these terms and conditions; and
- (b) give my explicit informed consent as described in clause 2.2 (Commencement of Agreement), 3.3 (tariff variation on connection of Unit); 3.4 (Metering changes), 9.4 (variation of Additional Export Energy Credit), 9.14 (variation of Credit Balance Limit), clauses 19.1(a) and 22 (variation of Agreement) and 19.2 (variation of Export Energy Credit).

**Signature**

\_\_\_\_\_

**Name (Please print)**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**NMI**

\_\_\_\_\_

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I do not wish to receive these offers in future.

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