



# Victoria Government Gazette

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## Electricity Industry Act 2000

### SIMPLY ENERGY

#### Contract Terms and Conditions

#### 1. OUR CONTRACT

##### 1.1 The parts of our *contract*

- a) These terms form part of our *contract* with you for the sale of *energy*. The other part of the *contract* is your *contract confirmation*.
- b) If you buy both electricity and gas from us, we have two separate *contracts* with you, one for electricity and the other for gas. Electricity-specific terms only apply to the electricity *contract* and gas-specific terms to the gas contract.

##### 1.2 What we do

We agree to sell you the *energy* you use at your *premises*.

##### 1.3 Understanding these terms

Words appearing in *italics* are defined in paragraph 14.5.

#### 2. WHEN THE CONTRACT STARTS AND ENDS

##### 2.1 When does the *contract* start?

The *contract* starts when you accept our offer to sell *energy* to you. You can do this by signing our offer to sell you *energy* in person and returning it to us before the offer expiry date, or by accepting our offer over the telephone or online.

##### 2.2 Cooling-off

- a) You can cancel the contract without penalty during a 10 business day cooling-off period, which starts on the later of the business day after:
  - i) the day you accepted our offer; and
  - ii) the day we gave you a copy of the *contract* together with our disclosure statement.
- b) To cancel the *contract* during the cooling-off period, either call us or complete and return the withdrawal notice provided to you with these terms.

##### 2.3 When we start selling you *energy*

We will only start selling you *energy* when:

- a) your cooling-off period has expired;
- b) your *premises* are connected to the *distribution network*; and
- c) if you are transferring to us from another retailer, the transfer has been processed.

##### 2.4 Cancelling the *contract*

We may cancel the *contract* before we start selling you *energy* if:

- a) you are not eligible for the offer we made to you; or
- b) you don't meet our credit requirements.

We will notify you if we cancel the *contract* under this paragraph.

##### 2.5 When does the *contract* end?

The *contract* can only end under paragraphs 2.2, 2.4 and 9. Otherwise, the *contract* will continue indefinitely.

**SPECIAL**

### 2.6 Arrangements on expiry of *energy plan*

- a) If your *contract* includes an *energy plan*, then we will let you know before your *energy plan* expires what your options are. If your *premises* are in Queensland, we will let you know between 40 and 20 *business days* before your *energy plan* expires.
- b) We may offer you another *energy plan* or a replacement *contract*.
- c) When your initial *energy plan* expires, if you haven't already accepted an offer from us:
  - i) your *rates* and *charges* will become the same as our then current *standing offer prices*;
  - ii) from then on, your *rates* and *charges* will change to match our *standing offer prices*; and
  - iii) we may apply another *energy plan* to those *standing offer prices*.

## 3. CHARGES

### 3.1 What you have to pay

You must pay your *energy charges*.

### 3.2 Your *rates*

The *rates* and any *energy plan* we initially will use to determine your *energy charges* are in your *contract confirmation*.

### 3.3 Changes to *rates* and *charges*

- a) We may change your *rates* if:
  - i) information used to set the *rates* detailed in your *contract confirmation* is incorrect (for example, the address of your *premises* or your meter type);
  - ii) a new meter type is installed at your *premises*; or
  - iii) your *distributor* changes the network tariff for your *premises*.
- b) We may change your *rates* or your *charges*, or apply a new *charge*, to reflect actual or expected changes to any of the following costs:
  - i) environment costs relating to government renewable *energy*, greenhouse gas reduction, *energy* efficiency and similar environmental schemes;
  - ii) market costs determined by *AEMO*;
  - iii) metering costs;
  - iv) network costs;
  - v) costs arising from changes in or under any *law*;
  - vi) wholesale costs and pass through *charges*; and
  - vii) other costs we incur in connection with the purchase or sale of *energy*.
- c) We may also change your *rates* or your *charges*, or apply a new *charge*, for any reason other than those in paragraphs 3.3(a) and 3.3(b).

### 3.4 When we'll let you know

If we change your *rates* or *charges* or apply a new *charge* we will notify you:

- a) if your *premises* are in Queensland, at least 10 *business days* before your *rates* or *charges* change or the new *charge* is applied; and
- b) otherwise, as soon as practicable, and no later than your next bill.

### 3.5 Waiver of exit fee

If you change retailer within 20 *business days* after you receive notice of a change to your *rates* or *charges* or of a new *charge* under paragraph 3.3(b) or 3.3(c), we will waive any exit fee.

#### 4. **BILLS**

##### 4.1 Where and when bills are sent

- a) We will send your bills to the mailing or e-mail address you advise us of. If we do not have a valid e-mail or mailing address for you, we will mail your bills to your *premises* and you will be deemed to have received them. You may need to pay a *charge* for us to mail bills.
- b) We will bill you monthly if the circumstances allow it. We will always bill you at least every three months or, if you are a Victorian gas customer, at least every two months. We may change the billing period by notice to you.

##### 4.2 Bills based on meter readings

- a) We will usually base your bills on readings of your meter and will try our best to arrange for a meter reading from your *distributor* at least once every 12 months.
- b) If allowed by *law*, we may base a bill on an estimate of your *energy* usage. We will show this on your bill and adjust a later bill for the difference between our estimate and your actual *energy* usage.
- c) If you ask us to, we will replace an estimated bill with one based on a meter reading. We may apply a *charge* for doing this.

##### 4.3 You can request reviews of bills

- a) You can ask us to review your bill. We will respond in accordance with our standard complaints and dispute resolution procedures. In the meantime, we may require you to pay the bill (or some of it).
- b) you can request to have your meter or meter data tested as part of a review. You may have to pay for the cost of the test in advance if the *law* allows us to require advance payment. If the test finds that the meter or meter data is faulty and you have paid in advance we'll refund any amount you've paid for the test. If the test finds that the meter and meter data is not faulty and you have not paid for the cost of the test in advance then we may require you to pay for the cost of the meter test.
- c) If a review uncovers an error, we will adjust the bill. Otherwise, you must pay the unpaid amount of the bill.

##### 4.4 Overcharging

If you are overcharged, we will inform you of the overcharging and repay you the overcharged amount in accordance with the *law*.

##### 4.5 Undercharging

If you are undercharged (which includes if you are not charged at all), we may recover from you some or all of the amount owed to us. We will let you pay us over a period matching how long we undercharged you, capped though at 12 months.

#### 5. **PAYING YOUR BILL**

##### 5.1 When and how you have to pay

- a) You must pay your *charges* by the pay-by date stated on your bill. Your bill is not paid until we actually receive the funds. If your payment is due on a *non-business day*, you can pay that amount on the next *business day*.
- b) Your bill will detail the available payment methods.
- c) If we sell you both electricity and gas we will apply payments to each account as you direct or, if you do not give us a direction, to your oldest debts first.
- d) You may pay us in advance. However, we do not pay interest on advance payments and will not refund them before the *contract* terminates.

### 5.2 Security deposits

Depending on your creditworthiness, you may have to pay us a *security deposit*. We will keep any *security deposit* in a separate account and pay you interest on it. We can apply any *security deposit* and accrued interest against amounts you owe us under the *contract*. We will let you know if we do this. If we no longer need any *security deposit*, we will return the *security deposit* and interest to you.

### 5.3 Payment difficulties

If you cannot pay your bill or are experiencing financial hardship, let us know. We have a range of payment plans and other options that might help. We may also be able to give you information about government support.

### 5.4 Late payments

If we do not receive your payment by the pay-by date, we may take one or more of the following steps to recover the overdue amount and our recovery costs:

- a) apply any *security deposit* we are holding;
- b) disconnect your *premises*;
- c) ask a debt collection agency to obtain the payment from you; and
- d) rely on other rights we have under the *contract*.

## 6. YOUR OTHER OBLIGATIONS

### 6.1 How you use *energy*

In using *energy* at your *premises*, you must comply with the *law*. You must:

- a) not cause any interference within the *distribution network*;
- b) not take any supply of *energy* otherwise than from the *distribution network* or your generation facility (if you have one);
- c) not on-supply the *energy* supplied to your *premises*; and
- d) if you are a *business customer*, take reasonable steps to prevent loss on your side of the *supply point* if there are difficulties with your *energy* supply.

### 6.2 Meters and *supply points*

To allow the supply of *energy* to your *premises*, you must:

- a) make sufficient space available for the meter and the *supply point*;
- b) protect and not disconnect, by-pass, interfere with or damage the meter or *supply point* and promptly notify us of any problems with them;
- c) give us, your *distributor* and the meter readers, who will show you their official identification if you ask, safe, convenient and easy access to the meter and the *supply point*; and
- d) pay for any new meters you require.

### 6.3 Safety and emergencies

You must:

- a) maintain your *energy* installation and the appliances at your *premises* in a safe condition;
- b) ensure that any work on your *energy* installation and appliances is done by accredited electricians and registered plumbers or gas fitters;
- c) keep all vegetation, structures and vehicles at your *premises* clear of your *energy* installation;
- d) advise us or your *distributor* of any safety issues; and
- e) comply with directions from us or your *distributor*.

**7. YOUR DISTRIBUTOR, YOUR ENERGY SUPPLY AND SUPPLY INTERRUPTIONS****7.1 Your distributor**

Your *distributor* is responsible for the connection between the *distribution network* and your *premises* and for the physical supply of *energy* to your *premises* including the quality and reliability of the *energy* supplied.

**7.2 Our limited role**

We are an *energy* retailer and do not control the physical supply of *energy*. We can ask your *distributor* to connect your *premises* to the *distribution network*, which we will do at your request. We will also arrange for your *distributor* to physically supply *energy* to your *premises*. Except to that extent or as otherwise provided by *law*, we are not liable to you for ensuring the physical supply of *energy*.

**7.3 Your energy supply**

Electricity supplied to your *premises* may be subject to voltage and frequency fluctuations. Gas supplied to your *premises* may be subject to quality or pressure variations or deficiencies.

**7.4 Supply interruptions may occur**

The supply of *energy* to your *premises* may be interrupted. Examples of when supply may be interrupted include:

- a) where required by your *distributor* or *AEMO*;
- b) where there is insufficient *energy* or system capacity to meet the needs of all consumers;
- c) for inspection, repairs, testing, maintenance or other works; or
- d) in an emergency or for safety reasons.

**7.5 Keeping one another informed about supply interruptions**

- a) We will try to inform you about supply interruptions.
- b) If you let us know that your supply is interrupted, we will tell your *distributor*.

**8. DISCONNECTION****8.1 When you could be disconnected**

- a) Please tell us if you require a disconnection and we will arrange this through your *distributor* including any necessary meter reading and final bill.
- b) In some circumstances where the *law* allows, we may ask your *distributor* to disconnect your *premises*, including if you don't:
  - i) pay your bill;
  - ii) agree or adhere to a payment plan;
  - iii) allow access to your meter;
  - iv) pay a *security deposit*; or
  - v) use *energy* legally.
- c) If we plan to disconnect you, we will notify you beforehand, unless the disconnection is for illegal use of *energy*.

**8.2 Your protections**

We will observe all the protections for disconnection you have under the *law*, for example if:

- a) you are in hardship;
- b) the amounts you haven't paid are less than any minimum set under the *law* or relate to something other than *energy* we have sold you;
- c) you have raised a relevant complaint with us which is unresolved;

- d) you have an outstanding application for a concession;
- e) there is an ongoing extreme weather event; or
- f) there is life support equipment at your *premises*.

### 8.3 Reconnection

If we arrange to disconnect you and, within ten *business days*, you resolve the disconnection matter and pay any *charge* for reconnection, we will arrange to have your *premises* reconnected.

## 9. TERMINATION OF THE *CONTRACT*

### 9.1 Termination when you give us notice

You can terminate the *contract* by giving us 20 *business days*' notice. However, after the *contract* ends we will continue to sell you *energy* on the same terms until you enter into a new *contract* with us or transfer to another retailer.

### 9.2 Termination when you move out of your *premises*

- a) If you are moving out of your *premises*, you'll need to give us at least 3 *business days*' notice indicating that you wish to terminate the *contract*. You must include the date you are moving out in your notice, as well as a forwarding address to which we can send you a final bill.
- b) We will do what we can to have your meter read on the date specified in your notice, or as soon as practicable after that date if there are difficulties accessing your meter.
- c) The *contract* will terminate when you move out. However, you will still have to pay your final bill which will cover the period up until when we have read your meter.
- d) If you do not give us notice that you are moving out, the *contract* will continue after you have moved out. You will have to pay for *energy* supplied to your *premises* even if someone else is using it.

### 9.3 Automatic termination

The *contract* terminates automatically if:

- a) you enter into a new *contract* with us and we start selling you *energy* at your *premises* under that new *contract*;
- b) you transfer your *premises* to another retailer;
- c) we start selling *energy* at your *premises* to another *customer*;
- d) we have disconnected you and you have no reconnection entitlement; or
- e) we are no longer entitled to sell *energy* due to a *RoLR event*.

## 10. YOU CEASING TO BE A *SMALL CUSTOMER*

### 10.1 Let us know of significant changes

You must tell us if the amount of *energy* you use at your *premises* changes significantly, or if you cease to purchase *energy* at your *premises* principally for personal, household or domestic use.

This is because this may mean you are no longer a *small customer*.

### 10.2 New arrangements

If you are no longer a *small customer* at your *premises* then:

- a) we can *charge* you for the *energy* supplied to your *premises* at *rates* we consider are reasonably necessary to recover from you all costs we incur in connection with selling you that *energy* plus the same margin we recover from similar *customers*;

- b) we may notify you that, if you do not enter into an alternative arrangement with us within 20 *business days* of our notice, we may have your *premises* disconnected; and
- c) we are then entitled to have your *premises* disconnected and you will have no right of reconnection.

## 11. INFORMATION AND PRIVACY

### 11.1 Your details

You must make sure your details are correctly set out in your *contract confirmation* and let us know if they change.

### 11.2 Your historical billing information

We will give you information about your billing history for the previous two years free of *charge* if you request it. We may *charge* you if we have already given you this information in the previous 12 months, or if you require information going back more than two years.

### 11.3 Life support

You must let us know if there is life support equipment in use at your *premises*. You will need to give us written confirmation from a registered medical practitioner that the equipment is required. We will pass this information on to your *distributor* and give you the emergency telephone contact number for your *distributor*.

### 11.4 Privacy

We will handle your personal and credit information in accordance with applicable privacy *law* and the Privacy & Credit Information Management Policy included in this booklet after these terms.

## 12. CUSTOMER SERVICE AND COMPLAINTS

If you have an enquiry, complaint or dispute, please contact us on 1800 038 241. We will handle your complaint in accordance with our standard complaints and dispute resolution procedures, which you can find on our website, and let you know our decision and any right you have to take the matter to the *Ombudsman*.

## 13. LIABILITY

### 13.1 We will comply with the *law*

We will comply with the *law*, unless and except to the extent a regulator excuses us from compliance.

### 13.2 You are responsible within your *premises*

You are responsible for how electricity is used on your side of the *supply point* and for how gas is used on your *premises*.

### 13.3 Uncontrollable events

If an event outside our control occurs and we cannot meet an obligation we have under the *contract*, other than any obligation to pay money, then that obligation is suspended. You are entitled to the same relief. We will promptly notify you of any uncontrollable event which affects us and use our best efforts to overcome its effects, as you must do if you are affected.

### 13.4 Obligations if you are not an owner

If you cannot meet an obligation under the *contract* because you do not own your *premises*, you must use your best efforts to ensure that the owner meets that obligation.

### 13.5 Non-exclusion

The *contract* does not affect any limitation of liability or immunity we have under the *law*.

## 14. LEGAL MATTERS

### 14.1 Notices

- a) Unless the *law* requires us to give notice in another way, we will give you notice in writing. We may do so personally, by post, by email, by fax or by a message on your bill.
- b) We will consider you to have received a notice given by post three *business days* after we posted it, by email the day after we send the email and by fax when our fax machine produces a report stating that the fax was sent in full.
- c) We may also send you an email, SMS or other electronic communication letting you know that we are making a change or notifying you about something and where you can find more details (for example, our website).

### 14.2 Governing *law*

The *laws* of the State in which your *premises* are located govern the *contract*.

### 14.3 Varying the *contract*

Any variation to the *contract* must be agreed by both you and us in writing.

### 14.4 Transferring the *contract*

You cannot transfer the *contract* to another person without our prior written consent. We also need your prior written consent to any transfer, except that we may transfer the *contract* to a third party as part of any transfer of a substantial number of our customers to that third party. In that case we can do anything necessary to effect the transfer.

### 14.5 Meaning of terms

*AEMO* means Australian Energy Market Operator Limited ABN 94 072 010 327 or any successor body that administers the wholesale *energy* markets.

*business customer* means a *customer* who is not a *residential customer*.

*business day* means a day that is not:

- a) a Saturday or a Sunday; or
- b) a day that is observed as a public holiday on the same day in each of Victoria, New South Wales, South Australia and Queensland.

*charges* means *energy charges* and other *charges* payable by you under the *contract*.

*contract* means the *contract* you have entered into with us for the sale of *energy* at your *premises* as first mentioned in these terms in paragraph 1.1.

*customer* means a person:

- a) to whom *energy* is sold for *premises* by a retailer; or
- b) who proposes to purchase *energy* for *premises* from a retailer.

*contract confirmation* means either our offer to sell you *energy* signed by you or, if you accepted our offer over the telephone or online, the *confirmation* of acceptance provided to you with these terms.

*distribution network* means your *distributor's* distribution network or, if your *premises* are within an embedded network, either or both of your *distributor's* distribution network and the embedded network as required by the context.

*distributor* means the *distributor* that is authorised or licensed to supply distribution services through the distribution network to which to your *premises* are connected or, if your *premises* are within an embedded network, either or both of that *distributor* and the embedded network operator as required by the context.



*energy* means either electricity or gas.

*energy charges* means *charges* for the *energy* we sell you.

*energy plan* means the initial terms on which you receive any discount or benefit as set out in your *contract confirmation*, or the subsequent terms of any discount or benefit offered or applied to you in accordance with paragraph 2.6.

*generation facility* means a facility at your *premises*. *GST* means goods and services tax.

*law* means any *law* or regulatory or administrative document.

*Ombudsman* means the *energy ombudsman* in the State in which your *premises* are located.

*premises* means the *premises* stated in your *contract confirmation* and, if there is more than one such *premises* and as required by the context, all of them together or each of them separately.

*rate* means a rate we use to determine your *energy charges*. *Rates* apply before any discounts stated in your *energy plan*.

*residential customer* means a *customer* who purchases *energy* principally for personal, household or domestic use at *premises*.

*RoLR event* means an event that triggers the operation of a Retailer of Last Resort scheme under the *law*.

*security deposit* means an amount of money paid or payable as a security against non-payment of a bill.

*small customer* means a *customer*:

- a) who is a *residential customer*; or
- b) who is a *business customer* consuming *energy* at *business premises* below the relevant upper consumption level under the *law*.

*standing offer prices* means *rates* and *charges* we charge for *energy* under a standard retail *contract* (as published on our website).

*supply point* means the point at which your *distributor's distribution network* connects to the *energy* installation at your *premises*.

#### 14.6 Interpretation

- a) We, us or our refers to IPower Pty Ltd ACN 111 267 228 and IPower 2 Pty Ltd ABN 24 070 374 293, trading as Simply Energy ABN 67 269 241 237.
- b) You or your refers to the person named in the *contract confirmation* as *customer* or, if more than one person is named, to each of those persons separately and all of them jointly;
- c) A reference to:
  - i) the singular includes the plural and vice versa;
  - ii) a document includes any variation or replacement of it; and
  - iii) costs we incur include our internal costs.
- d) The word includes is not a word of limitation. If an example is given of any thing, the scope is not limited to the example.

#### 14.7 Inconsistencies

- a) If these terms are different to or inconsistent with the *contract confirmation*, the latter prevails.
- b) If the *contract* and the *law* are inconsistent, the *contract* prevails to the extent of the inconsistency unless the *law* provides that it must prevail.

14.8 Further terms required by the *law*

If any matter that is required by the *law* to be included in the *contract* is not expressly dealt with in the *contract*, that matter is incorporated as a further term of the *contract*.

**A1. FEED-IN ELECTRICITY ARRANGEMENT**A1.1 When this *feed-in electricity* arrangement forms part of the *contract*

If your *contract confirmation* shows we have entered into an arrangement with you for the purchase of your *feed-in electricity*, then the terms in this *feed-in electricity arrangement* form part of our *contract*.

In this *feed-in electricity arrangement*:

*environmental benefit* means any renewable *energy* certificate under the **Renewable Energy (Electricity) Act 2000** (Cth) which may be created in respect of electricity generated by the generation facility or any other benefit arising under *law* or otherwise from the generation of that electricity.

*feed-in electricity* means electricity generated by a generation facility and supplied into a distribution network or electricity which is generated by the generation facility, not used by you and supplied through the *supply point* into the *distribution network*, as required by the context.

*feed-in electricity arrangement* means the arrangement you have entered into with us for the purchase of your *feed-in electricity* as first mentioned in these terms in paragraph A1.1.

*regulated feed-in tariff* means a feed-in tariff we are required by *law* to offer to pay or pay for *feed-in electricity* or a credit for *feed-in electricity* we are required by *law* to allow against amounts we *charge* for electricity sold by us.

*voluntary feed-in tariff* means a feed-in tariff we voluntarily offer to pay or pay for *feed-in electricity*.

**A2. WHAT WE DO**

We agree to purchase your *feed-in electricity*.

**A3. WHEN THE FEED-IN ELECTRICITY ARRANGEMENT STARTS AND WHEN IT ENDS**A3.1 When we start purchasing your *feed-in electricity*

Although the *contract* may have started, we do not start purchasing your *feed-in electricity* unless and until:

- a) you are the owner and operator of the generation facility or, if you rent your premises, you otherwise satisfy us that you can sell us your *feed-in electricity* and have provided contact details for the owner of the *premises* or the owner's agent;
- b) the generation facility is connected to the *distribution network*;
- c) you have installed a meter capable of recording your *feed-in electricity* and AEMO has allocated the meter to us; and
- d) we are satisfied with the connection and metering arrangements.

A3.2 When the *feed-in electricity arrangement* ends Once it has started, the *feed-in arrangement* continues indefinitely. It will only end if the *contract* ends.

**A4. CONNECTING THE SOLAR PV SYSTEM**

## A4.1 Responsibility for connection

- a) It is your responsibility to organise for your *distributor* to connect the generation facility to the *distribution network* and to effect any appropriate reassignment of your network tariff.

- b) If your *premises* are in Victoria, if you let us know you want us to do this, we will ask your *distributor* to connect the generation facility. We will do this no later than one *business day* after you give us all the documentation reasonably required by us or your *distributor*.

#### A4.2 Connection and metering installation charges

We will pass on to you any connection and metering installation *charges* from your *distributor* at cost and you must reimburse us for those *charges*.

### A5. FEED-IN TARIFFS

#### A5.1 *Types of feed-in tariff*

There are two types of feed-in tariff: *voluntary feed-in tariffs* and *regulated feed-in tariffs*.

#### A5.2 *Voluntary feed-in tariffs*

- a) The initial amount of any *voluntary feed-in tariff* payable by us under the *contract* is stated in your *contract confirmation*.
- b) We may vary the amount of your *voluntary feed-in tariff*, if the *law* allows or requires us to do so. We will provide details of any *voluntary feed-in tariff variation* as soon as practicable and no later than your next bill.
- c) Any varied *voluntary feed-in tariff* will be no less than the *voluntary feed-in tariffs* included in offers for *feed-in electricity* we are making in the market at the time of the *voluntary feed-in tariff* variation.

#### A5.3 *Regulated feed-in tariffs*

- a) Based on the information provided to us, we have included in your *contract confirmation* details of the initial amount of any *regulated feed-in tariff* to which you are entitled and which is payable by us.
- b) We may vary the amount of your *regulated feed-in tariff*, if the *law* allows or requires us to do so. We will provide details of any *regulated feed-in tariff variation* as soon as practicable and no later than your next bill.
- c) We can stop paying you a *regulated feed-in tariff* for your *feed-in electricity* if you are no longer entitled to it under *law*.

### A6. CREDITS AND PAYMENTS

#### A6.1 Credits

We will credit amounts payable to you under paragraph A5 for your *feed-in electricity* against the *charges* in your bills as follows:

- a) we will credit an amount that arises during a period in which we sell electricity to you against the *charges* in the bill that relates to that period; and
- b) if the amount that arises during that period exceeds the *charges* for that period, we will credit the excess amount against the *charges* that relates to the next billing period and any remaining excess amount against the *charges* in a subsequent bill.

#### A6.2 Payments

If you request, we will pay you any excess amounts. We will pay you any excess amount if the *contract* ends unless we are able to credit the excess amount against amounts you owe under another *contract* with us for the sale of electricity.

#### A6.3 No separate bills

Subject to paragraph A13.3, neither you nor we are to prepare any separate bills for your *feed-in electricity*.

#### A6.4 Credits based on meter readings

- a) We will usually base your credits on readings of your meter, but we can base a credit on an estimate of your *feed-in electricity* if you did not make your meter accessible or access was not possible for reasons outside our control. If we do this and we subsequently obtain a meter reading or more reliable data, we will adjust your next credit as appropriate.
- b) If you request it, we will replace an estimated credit with one based on a meter reading. We may apply a *charge* for doing this.

#### A6.5 Reviews

If you request it, we will review your credits on the same basis as we review bills under the *contract*.

#### A6.6 Adjusting your credits

- a) If we have not credited you sufficiently, we will credit you the relevant amount on the same basis we are required to repay overcharged amounts under the *contract*.
- b) If we have over-credited you, we may recover from you the relevant amount on the same basis we may recover undercharged amounts under the *contract* except that we will deduct the relevant amount from credits included in your bills.

### A7. OTHER CHARGES

#### A7.1 Other charges

You must pay us any *charges* set out in your *contract confirmation*.

#### A7.2 Changes in law

We may *charge* you amounts that are reasonable having regard to increases in costs we incur in purchasing your *feed-in electricity* resulting from any change in *law* or change in the manner in which a regulator or other government agency officially interprets or applies the *law*.

#### A7.3 Deductions

We will deduct any *charges* or other amounts we are entitled to recover from you under the *contract* from the credits included in your bills.

### A8. YOUR OBLIGATIONS

#### A8.1 The generation facility

In installing the generation facility, connecting it to the *distribution network* and supplying your *feed-in electricity* to the *distribution network*, you must comply with the *law*.

#### A8.2 Meters

You must pay for the meter that records your *feed-in electricity* and for its installation and maintenance.

#### A8.3 Safety and emergencies

You must at all times:

- a) maintain the generation facility in a safe condition;
- b) ensure that any work on the generation facility is done by properly qualified electricians; and
- c) keep all vegetation, structures and vehicles at your *premises* clear of the generation facility.

**A9. ENVIRONMENTAL BENEFITS**

Unless we agree to the contrary with you in writing, we do not get any *environmental benefits* generated by your generation facility from you.

**A10. PROVISION OF INFORMATION****A10.1 Information we need**

You must give us 15 *business days*' notice if:

- a) you cease to be entitled to any relevant *regulated feed-in tariff*; or
- b) there will or is likely to be a change to the generating capacity of the generation facility.

**A10.2 Information we will give you**

- a) If you request it, we will give you information about offers we are making in the market for *feed-in electricity* within 10 *business days* of your request and, if you want, in writing.
- b) We will also provide you with historical data on the generation facility and your *feed-in electricity* on the same basis as we provide historical information about electricity we have sold you under the *contract*.
- c) We will retain historical data on the generation facility and your *feed-in electricity* for at least two years, even if the *contract* has ended.

**A11. DISCONNECTION**

We can disconnect (or arrange for your *distributor* to disconnect) the generation facility if we are entitled to disconnect the *premises* under the *contract*. You must co-operate with and assist us (or your *distributor*) in respect of any disconnection.

**A12. LIABILITY****A12.1 Title**

Title to your *feed-in electricity* passes to us at the *supply point*.

**A12.2 The *distributor* is your supplier**

You agree and acknowledge that:

- a) it is your *distributor*, not us, who connects or connected the generation facility to the *distribution network* and who will maintain that connection;
- b) your *distributor* is responsible for taking the supply of your *feed-in electricity* into the *distribution network*;
- c) when the supply of *energy* to your *premises* is interrupted, so too will the supply of your *feed-in electricity* to the *distribution network*; and
- d) we are not liable to you in respect of any of these matters.

**A12.3 You are responsible on your side of the *supply point***

You are responsible for all risks in respect of the control and use of the generation facility and of electricity on your side of the *supply point*.

**A12.4 Indemnity**

To the extent the *law* allows, you indemnify us against loss or damage associated with any failure by you to comply with any of your obligations under the *feed-in electricity* arrangement, the control and use of the generation facility and any electricity on your side of the *supply point*, whether or not the *contract* has ended. You will not have to do this if the loss or damage is the direct result of the negligence by us, your *distributor* or an authorised meter reader.

**A13. GST****A13.1 Application**

This paragraph A13 applies if:

- a) in your *contract confirmation* you have represented to us that you will supply your *feed-in electricity* to us in the course or furtherance of an enterprise that you carry on and that you are registered or required to be registered for *GST*; and
- b) the supply of your *feed-in electricity* to us is a taxable supply.

**A13.2 GST**

Any amount we owe you under paragraph A4 excludes any *GST* payable on the supply of your *feed-in electricity* to us. As well as crediting or paying you that amount, we will also credit or pay to you a further amount equal to any *GST* payable on the supply. We will credit or pay that further amount to you as and when we credit or pay to you the amount owed under paragraph A5, except we do not have to do so unless we can create, or have received from you, a tax invoice for the supply.

**A13.3 Tax invoicing**

- a) If we can, we will (and you will not) issue tax invoices in respect of the supply of your *feed-in electricity* to us. We are registered for *GST* and will notify you if we cease to be. We will combine tax invoices with your bills and include your ABN on them.
- b) If we are unable to issue tax invoices, you will issue tax invoices to us within five *business days* of a request from us.

**A13.4 Definitions**

Words defined in the **A New Tax System (Goods and Services Tax) Act 1999** (Cth) have the same meaning in this paragraph A13.

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