



Victoria Government Gazette

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Electricity Industry Act 2000

GLOBIRD ENERGY PTY LTD ABN 68 600 285 827

Feed-In Electricity Terms and Contract Particulars

Pursuant to sections 40FF and 40G of the **Electricity Industry Act 2000**, GloBird Energy Pty Ltd publishes its premium solar feed-in tariff terms and conditions, TFiT scheme terms and conditions and general renewable energy feed-in terms and conditions.

FEED-IN ELECTRICITY TERMS

1. YOUR FEED-IN ELECTRICITY CONTRACT

1.1 The scope of the *contract*

These feed-in electricity terms form part of a contract you have entered into with us for the purchase by us of your *feed-in electricity*. The other part of the *contract* is the *contract particulars*.

1.2 Sale and purchase of your *feed-in electricity*

You agree to sell to us and we agree to purchase from you your *feed-in electricity*.

1.3 Conditions

The *contract* has no legal force unless and until:

- a you have a contract with us for the sale of electricity to the *premises* (*sale contract*) under which we have started to sell you electricity;
- b you are the owner and operator of the *generating unit* identified in the *contract particulars* or, if you rent your *premises*, are otherwise able to sell to us your *feed-in electricity* and have provided contact details for the owner of the *premises* or the owner's agent; and
- c if required by law, you have given us details of your principal place of residence.

1.4 Understanding these *terms*

Words appearing in these *terms like this* have a special meaning and are defined in paragraph 16.5. Paragraph 16.6 includes some further rules for interpreting these *terms*.

2. WHEN THE CONTRACT STARTS AND WHEN IT EXPIRES

2.1 When the *contract* starts

The *contract* starts when you accept our offer to purchase your *feed-in electricity*, whether you do this by signing and returning the *contract particulars* to us before the offer expiry date or by verbally accepting our offer or accepting online, and each of the conditions set out in paragraph 1.3 is met.

2.2 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 the *generating unit* is connected to the *network*;
- b you have installed or procured the installation of a meter capable of recording your *feed-in electricity* and the meter is effectively allocated by the *market and system operator* to us; and
- c we are otherwise reasonably satisfied with the connection and metering arrangements.

SPECIAL

2.3 When the *contract* expires

- a Unless it is terminated earlier under paragraph 12, the *contract* will continue from when we start purchasing your *feed-in electricity* for the fixed term stated in the *contract particulars* or, if no fixed term is stated, indefinitely.
- b If the term of the *contract* is a fixed term:
 - 1 we will send you a notice between one and two months before the fixed term expires advising you of the date the fixed term is due to expire, your options and the tariff and terms and conditions that will apply after the expiry date if you do not exercise any other option. In that notice we may offer to extend the term of the *contract* together with *contract variations*;
 - 2 in that notice, we may offer to extend the term of the *contract* together with *contract variations*;
 - 3 if you do not enter into another contract for your *feed-in electricity* before the term of the *contract* expires, you will be taken to have accepted the offer and the *contract* will be varied accordingly.

3. CONNECTING THE *GENERATING UNIT*

3.1 Connection

The *generating unit* must be connected to the *network*.

3.2 Responsibility for connection

It is your responsibility to organise for your distributor to connect the *generating unit* to the *network* and to effect any appropriate reassignment of your network tariff. However, on request, we will ask your distributor to connect the *generating unit* to the *network* as soon as practicable after you have paid any required connection charge and have provided any required information. We will make the request for you within one *business day* after we receive the required information.

3.3 Connection and metering installation charges

Any connection and metering installation charges the distributor imposes on us will be directly passed through to you at cost and you must reimburse us for those charges.

4. FEED-IN TARIFFS

4.1 Your *regulated feed-in tariff*

Based on information you have provided to us, we have included details in the *contract particulars* of the initial amount of the *regulated feed-in tariff* to which you are entitled and which we must pay to you or credit you with under the *contract*.

4.2 Your *additional incentive*

If we have volunteered to pay to you or to credit you with any *additional incentive*, the initial amount of the *additional incentive* will be included in the *contract particulars*.

4.3 Changes to your *regulated feed-in tariff* and *additional incentive*

- a If under *law* we are required or allowed to vary the amount of the *regulated feed-in tariff* to which you are entitled, we will or may do so. We will provide details of any *regulated feed-in tariff variation* as soon as practicable and in any event no later than your next *electricity bill*.
- b We may cease paying you any *regulated feed-in tariff* for your *feed-in electricity* if you are no longer entitled to it under *law*, for example because the scheme providing for that entitlement ends or because of a change in *law*.
- c We may vary the amount of any *additional incentive* or cease making it available to you at any time. We will notify you in either case as soon as practicable and in any event no later than your next *electricity bill*.

5. CREDITS AND PAYMENTS

5.1 Credits

We will credit any amount payable to you under paragraph 4 for your *feed-in electricity*, or which we must credit you with under paragraph 4, against your *electricity 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 *electricity bill* that relates to that period; and
- b if, in a period we sell electricity to you, the amount that arises during that period exceeds the *charges* in the *electricity bill* for that period, we will credit the excess amount against the *charges* in the *electricity bill* that relates to the next period we sell electricity to you and, if and to the extent necessary, carry that excess amount forward until it may be credited against the *charges* in a subsequent *electricity bill*.

5.2 Payments

On request we will pay you any excess amount or carried forward excess amounts. We will likewise pay you any excess amount or carried forward excess amounts when the *contract* expires or is terminated unless at that time we are able to credit the excess amount or carried forward excess amounts against amounts you owe under the *sale contract* or another contract with us for the sale of electricity to the *premises* or another premises.

5.3 No bills

In view of how credits are to be applied and payments made under paragraphs 5.1 and 5.2 but subject to paragraph 15.3, neither you nor we are to prepare any bills for your *feed-in electricity*.

5.4 Credits based on meter readings

- a As a general rule we will base your credits on readings of your meter.
- b However we may base a credit on a *lawful* 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.
- c In any event we will use our best endeavours to ensure your meter is read at least once in any 12 month period.
- d If you ask us to replace an estimated credit with one based on a meter reading, we will do so and, if the credit was based on an estimate because an attempt to read your meter was unsuccessful due to an act or omission on your part, we may impose a fair and reasonable charge on you.

5.5 You can ask for a review

If you ask us to review the amount of credit and we will do so. If the review shows the credit is correct, you must allow the credit or request a meter test which you must pay for if the test shows the meter is compliant. Should the review uncover an error, we will adjust the credit.

5.6 Adjustments

- a If we have under-credited you or not credited you at all, we will credit the relevant amount against your next *electricity bill*.
- 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 *sale contract* except that we will deduct the relevant amount from credits included in your *electricity bills*.

6. ADMINISTRATION FEE AND OTHER CHARGES

6.1 Administration fee

You must pay us any administration fee set out in the *contract particulars*.

6.2 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*.

6.3 Deductions

We will deduct the amount of any administration fee or other amounts we are entitled to charge you under the *contract* from the amount of credits included in your *electricity bills*.

7. YOUR OBLIGATIONS

7.1 The *generating unit*

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

7.2 Meters

You must:

- a pay for a meter capable of recording your *feed-in electricity* and pay for the installation and maintenance of that meter;
- b protect and not interfere with or damage the meter or *supply point* and promptly notify us of any problems with them;
- c give the *meter readers*, our personnel and your distributor, any of whom will be carrying official identification and will show it to you if you ask, safe, convenient and unhindered access at all reasonable times to the meter and the *supply point* for any reasonable purpose required;
- d comply with directions from us or your distributor about the meter or the *supply point*;
- e pay for additional or replacement meters if yours needs to be changed.

7.3 Safety and emergencies

You must at all times:

- a maintain the *generating unit* in a safe condition;
- b allow only accredited electricians to perform any work on the *generating unit*;
- c keep all vegetation, structures and vehicles at your *premises* clear of the *generating unit*;
- d advise us or your distributor of any matter that may threaten any person's health or safety or the integrity of the *network* as soon as you become aware of such matters; and
- e comply with directions from us or your distributor in an emergency in accordance with the law.

8. ENVIRONMENTAL BENEFITS

Unless otherwise agreed with us in writing, your *contract* does not assign to us any rights to create or other interests in *environmental benefits* generated by your *generating unit*.

9. PROVISION OF INFORMATION

9.1 Information we need

As soon as possible and in any event at least 14 *business days* prior to a relevant change, you must notify us if:

- a you cease to be entitled to the relevant *regulated feed-in tariff*;
- b your contact details change; or
- c there will be a change to the generating capacity of the *generating unit*.

9.2 Information we will give you

- a On request, we will provide you with information about offers we are making in the market for *feed-in electricity*. We will provide this information within 10 *business days* of your request and, if you want, in writing.
- b We will use our best endeavours to provide you with historical data on the *generating unit* and your *feed-in electricity* for the previous 2 years within 10 *business days* of your request, or such other period to which we agree. We will provide this data on the same basis as we are required to provide historical information on electricity we have sold you under the *sale contract*;
- c We will retain historical data on the *generating unit* and your *feed-in electricity* for at least two years, even if your *feed-in electricity contract* and your *sale contract* with us may have terminated.

10. INTERRUPTIONS

10.1 Interruptions may occur

You agree that the supply of your *feed-in electricity* to the *network* may be interrupted in certain circumstances and that, in those circumstances, you will comply with directions from us or your distributor. The relevant circumstances are when a supply interruption:

- a is allowed or required under the *law*;
- b occurs for reasons beyond our control;
- c occurs because of steps taken by your distributor or the *market and system operator*;
- d is required to allow repairs, testing, maintenance or other works; or
- e is necessary due to an emergency or for reasons of public health or safety or the protection of any person or property.

10.2 Keeping one another informed about interruptions

- a Where reasonably possible and in accordance with the *law*, we or your distributor will give you prior notice of interruptions (though not necessarily in writing).
- b If you inform us the supply of your *feed-in electricity* to the *network* has been interrupted and you want us to notify your distributor, we will do so as soon as practicable.

11. DISCONNECTION

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

12. EARLY TERMINATION

12.1 Automatic early termination

The *contract* terminates immediately if:

- a we start purchasing your *feed-in electricity* under a new contract;
- b you start selling your *feed-in electricity* to another electricity retailer;
- c you move out of your *premises*;
- d your *premises* is disconnected under the *sale contract* and you have no right to be reconnected; or
- e any of the conditions set out in paragraph 1.3 is no longer met.

12.2 By us

We may terminate the *contract* early by giving you notice if you breach an obligation under the *contract* and fail to remedy the breach within 10 *business days* of receiving a notice from us to do so, in which case you must transfer your *premises* to another electricity retailer as soon as possible and the *contract* terminates with effect from when you do.

12.3 By you

You may terminate the *contract* early by letting us know in writing. The *contract* will terminate with effect from when we receive your notice.

12.4 Effect of early termination

Early termination of the *contract* does not affect any rights arising before or on termination.

13. COMPLAINTS

13.1 How you can raise complaints

You may raise a complaint with us in writing or orally. In doing so you must give us the reasons why you are complaining.

13.2 Our response

We will respond to your complaint in accordance with the *law* and our Complaints and Dispute Resolution Policy.

13.3 Escalation of a complaint

If you are not satisfied with our response, you can ask for your complaint to be raised to a higher level in our organisation.

13.4 Referring a complaint to the *Ombudsman*

You may also be able to refer any complaint to the *Ombudsman* whose services would be available to you without cost. However, you could only use the *Ombudsman* if you have first made your complaint to us and, having escalated the complaint, remain unsatisfied. You might accept or not accept the *Ombudsman's* decision, but if you accepted it, the *Ombudsman's* decision would be final and binding.

14. LIABILITY

14.1 Title

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

14.2 The distributor is your supplier

You agree and acknowledge that:

- a it is your distributor, not us, who connects or connected the *generating unit* to the *network* and who will maintain that connection;
- b your distributor is responsible for taking the supply of your *feed-in electricity* into the *network*;

- c the supply of your *feed-in electricity* to the *network* may be interrupted; and
- d we are not liable to you (under contract, tort (including negligence) or on any other basis) in respect of any of these matters.

14.3 You are responsible on your side of the *supply point*

We are responsible for, and you accept all risks in respect of, the control and use of the *generating unit* and of electricity on your side of the *supply point*.

14.4 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.

14.5 Indemnity

To the extent the *law* allows, you indemnify us against (and therefore must pay us for) loss or damage arising in connection with any failure by you to comply with any of your obligations under the *contract*, the control and use of the *generating unit* and any electricity on your side of the *supply point*, whether or not the *contract* has ended. You will not have to do this where the loss or damage is the result of the negligence of us, your distributor or a *meter reader*.

14.6 Non-exclusion

Nothing in the *contract* varies or excludes any limitation of liability or immunity we have under the *law*.

15. GST

15.1 Application

This paragraph 15 applies only if:

- a in the *contract particulars* 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.

15.2 GST

Any amount we owe you under paragraph 4 excludes any *GST* payable on the supply of your *feed-in electricity* to us. In addition to crediting or paying to you that amount, we must also credit or pay to you a further amount equal to any *GST* payable on the supply. We must credit or pay that further amount to you as and when we credit or pay to you the amount owed under paragraph 4, except we need not do so unless we have been able to create, or have received from you, a tax invoice for the supply.

15.3 Tax invoicing

- a You agree that, if we are able to, 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 *electricity bills* and include your ABN on them.
- b If we are unable to issue tax invoices, you will. You must do so within 5 business days of a request from us.

15.4 Definitions

Words defined in the **A New Tax System (Goods and Services Tax) Act 1999** (Cth) have the same meaning in this paragraph 15.

16. OTHER MATTERS

16.1 Notices

Unless otherwise stated, all notices must be in writing. Notices can be given personally, by fax, by post or by e-mail, to an address or number set out in the *contract particulars*. If a notice is sent by post, it will be considered to have been received 3 *business days* after posting, unless in fact it is received earlier. Any changes to notice details must themselves be notified in writing.

16.2 Governing law

The laws of Victoria govern the *contract*.

16.3 Varying the *contract*

We must agree to any variation to the *contract* with you in writing.

16.4 Transferring the *contract*

You cannot transfer the *contract* to another person without our prior written consent. We will need your prior written consent to any transfer too, except that we may transfer the *contract* to another person together with any transfer of all or substantially all of the residential or small business customer retail sales business we carry on in Victoria (in which case you appoint us to be your attorney to sign any document or do anything necessary to effect the transfer of the *contract*).

16.5 Definitions

In these *terms*:

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

additional incentive means a feed-in tariff we voluntarily offer to pay or pay for *feed-in electricity*;

business day means a day other than a Saturday, a Sunday or a gazetted public holiday in the State or Territory in which the *premises* is located;

charges means *energy charges* and any other charges payable to us by you under the *sale contract*;

contract means the contract you have entered into with us for the purchase by us of your *feed-in electricity* as first mentioned in these *terms* in paragraph 1.1;

contract particulars means either our offer to purchase your *feed-in electricity* signed by you or, if you verbally accepted our offer or accepted online, the confirmation of acceptance we subsequently provide to you;

electricity bill means a bill we send you under the *sale contract*;

energy charges means the charges for the electricity we sell you;

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 *generating unit* or any other benefit arising under *law* or otherwise from the generation of that electricity;

feed-in electricity means electricity generated by a solar PV system or other generating unit and supplied into a network or electricity which is generated by the *generating unit*, not used by you and supplied through the *supply point* into the *network* as the context requires;

generating unit means the unit identified as such in the *contract particulars*; and

GST has meaning given in the **A New Tax System (Goods and Services Tax) Act 1999** (Cth);

law means any law or regulatory or administrative document relating to the generation, sale or supply of electricity or the purchase of *feed-in electricity*;

market and system operator means a body that administers a relevant market for wholesale trading in electricity;

meter reader means a person authorised to read your meter;

network means the distribution system servicing the *premises*;

Ombudsman means Energy and Water Ombudsman (Victoria);

premises means the premises stated in the *contract particulars*;

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;

sale contract has meaning given in paragraph 1.3a; and

supply point means the point at which the *generating unit* and associated equipment connects to the *network* and includes your meter.

16.6 Interpretation

In these *terms*:

- a *we, us or our* refers to GloBird Energy Pty Ltd ABN 68 600 285 827 or it refers to GloBird Energy Pty Ltd and you (as the context requires);
- b *you or your* refers to the person or persons named in the *contract particulars* as the customer and, if more than one person is named, refers to each of you separately and all of you jointly;
- c a reference to:
 - 1 the singular includes the plural and vice versa;
 - 2 a document includes any variation or replacement of it;
 - 3 costs we incur include our internal costs;
- d the words including, includes, such as or for example are not words of limitation; and
- e headings are for convenience only and do not affect interpretation.

16.7 Inconsistencies

If these feed-in terms are different to or inconsistent with the *contract particulars*, the latter prevails.

4. **TERM:** Fixed
 12 months
 24 months
 26 months
 Indefinite
5. **REGULATED FEED-IN TARIFF:**
6. **ADDITIONAL INCENTIVE:**
7. **OTHER:**
- 7.1 **Administration fee:** \$[*].
 Not applicable.
- 7.2 **GST:** You represent 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*.
You do not make that representation to us:
- 7.3 **Ombudsman:** Energy and Water Ombudsman (Victoria) Call: 1800 500 509
- 7.4 **Environmental benefits:** You assign to us all rights to create and all other interests in *environmental benefits* generated by your *generating unit*:
You do not assign to us any right to create or any other interest in any *environmental benefits* generated by your *generating unit*:
- 7.5 **Notices:** You give explicit informed consent to receiving our notices by e-mail:
- 7.6 **Acknowledgement:** You acknowledge that you have read and understood our feed-in electricity terms before signing these *contract particulars* and agree to be bound by the *contract*.
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