



Victoria Government Gazette

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Electricity Industry Act 2000

AGL SALES PTY LIMITED (ABN 88 090 538 337)

This publication is in accordance with sections 40FF and 40G of the **Electricity Industry Act 2000**. AGL Sales Pty Limited gives notice of variation to its general renewable energy Feed-in terms and conditions and premium solar Feed-in terms and conditions. The amended terms and conditions as set out below will come into effect two months from publication of this notice, or otherwise in accordance with section 40H of the Act. For further information, contact AGL Sales Pty Limited via phone: 131 245, fax: 1300 660 245, or mail: PO Box 14120 MCMC, Melbourne, Victoria 8001. A copy of the amended terms and conditions will also be made available at agl.com.au

1. Are you eligible for these Feed-in Terms?

1.1 Eligibility

1.1.1 These Feed-in Terms apply to you, and you are eligible to receive a credit or payment for Electricity Generation Export in accordance with the Feed-in Contract, if:

- (a) you are a Qualifying Customer (see Clauses 1.2 and 1.3 below);
- (b) you are occupying a Supply Address in Victoria;
- (c) you have an Electricity Sale Contract and account with us for the supply of electricity for the Supply Address at which your Qualifying Facility is installed;
- (d) you are exporting or are proposing to export into the Distribution System, electricity generated by the Qualifying Facility;
- (e) not more than one Qualifying Facility at the Supply Address undertakes Electricity Generation Export, and that Qualifying Facility complies with the requirements of all Regulatory Requirements; and
- (f) you satisfy, and continue to satisfy, any other eligibility requirements as specified in these Feed-in Terms and the Feed-in Offer (with the eligibility requirements in the Feed-in Offer prevailing to the extent of any inconsistency with those in the Feed-in Terms).

1.2 Are you a Qualifying Customer?

You are a ‘**Qualifying Customer**’ if you meet the criteria below in respect of your Feed-in Tariff Category:

For a Feed-in Tariff Category	Definition of Qualifying Customer
Premium Feed-in Tariff Customer	<ul style="list-style-type: none"> (a) have a Qualifying Facility; (b) if you are a Residential Customer, the Supply Address at which your Qualifying Facility is located is your principal place of residence; (c) if you are a Small Business Customer or community organisation customer, your annual electricity consumption is 100 megawatt hours or less at the Supply Address at which your Qualifying Facility is located; and (d) you have submitted all relevant documentation required by us and your Distributor before the Premium Feed-in Tariff Scheme Capacity Date.

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Retail Feed-in Tariff Customer	(a) have a Qualifying Facility; and (b) are not participating in any Government Feed-in Scheme in relation to your Qualifying Facility, but this requirement does not apply to the extent that we must provide you with Feed-in Credits under the Regulatory Requirements, in addition to and notwithstanding your participation in a Government Feed-in Scheme in respect of your Qualifying Facility.
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1.3 Do you have a Qualifying Facility?

A ‘**Qualifying Facility**’ means an Electricity Generating Facility as described below depending on your Feed-in Tariff Category:

For a Feed-in Tariff Category	Definition of Qualifying Facility
Premium Feed-in Tariff Customer	a qualifying solar energy generating facility as defined in section 40F of the Electricity Act 2000 which has an installed or name-plate generating capacity of 5 kilowatts or less, and is connected to a distribution system in a manner that complies with the Electricity Act 2000 .
Retail Feed-in Tariff Customer	a small renewable energy generation facility as defined in section 40F of the Electricity Act 2000 which has an installed or name-plate generating capacity of less than 100 kilowatts, that complies with, and is installed and connected in a manner that complies with, the Electricity Act 2000 .

2. About your AGL Feed-in Contract

2.1 AGL Feed-in Contract

- 2.1.1 These Feed-in Terms, and any Feed-in Offer we make which refers to and incorporates them, are the ‘**Feed-in Contract**’, under which we purchase and credit or pay for Electricity Generation Export.
- 2.1.2 If you have a Market Contract with us for the Supply Address, the Feed-in Contract is an ‘Offer’ in respect of an ‘Energy Plan’ under, and as defined in, that Market Contract. The Feed-in Contract is part of, and is incorporated into, your Market Contract in respect of the Supply Address.
- 2.1.3 If you have a Standard Retail Contract with us for the Supply Address, the Feed-in Contract is separate to that Standard Retail Contract, but to be read in conjunction with that Standard Retail Contract in respect of your Supply Address.
- 2.1.4 The terms of these Feed-in Terms will prevail over:
- the Feed-in Offer (except in relation to Clause 1.1.1(f)); and
 - the Electricity Sale Contract,
 - to the extent of any inconsistency.
- 2.1.5 Any renewable energy certificates or small-scale technology certificates relevant to your Electricity Generation Export or Qualifying Facility are not part of this Feed-in Contract.

2.2 Nature of Feed-in Contract and acceptance

- 2.2.1 We will provide Feed-in Credits in accordance with this Feed-in Contract from the Commencement Date and for the Term of your Feed-in Contract.
- 2.2.2 By accepting this Feed-in Contract, you agree to be bound by the terms of the Feed-in Offer and by these Feed-in Terms.
- 2.2.3 This Feed-in Contract is only available for the Qualifying Facility listed in the Feed-in Offer and is not transferable.

2.2.4 If you already have a contract with us for a credit or payment for Electricity Generation Export, this Feed-in Contract fully replaces that prior arrangement in respect of that Electricity Generation Export on and from the Commencement Date.

3. Commencement and term

3.1 Connection to Distribution System

3.1.1 If you ask us to, we will request that your Distributor connect your Qualifying Facility to the Distribution System. We will ensure that we do this as soon as reasonably possible (and not later than one Business Day) after you agree to pay any connection charge required to be paid by you under this Feed-in Contract (see Clause 3.1.2 below) and, if we request, you must provide us with:

- (a) if the Qualifying Facility is affixed to or forms part of a rental property, contact details for the property owner or the owner's agent;
- (b) all documentation required under electricity safety legislation or reasonably required by us or the relevant Distributor; and
- (c) confirmation that you have completed a solar connection form and entered into an agreement with your Distributor for the connection of your Qualifying Facility to the Distribution System (unless we arrange the connection on your behalf).

3.1.2 Any Distributor charges in relation to the connection of your Qualifying Facility to the Distribution System, to the extent that they are not recovered under your Electricity Sale Contract, may be charged under your Electricity Sale Contract at the relevant applicable price.

3.1.3 When your Distributor connects your Qualifying Facility to the Distribution System, your distribution tariff may change in accordance with your Electricity Sale Contract.

3.2 When does the Feed-in Contract Start?

3.2.1 Subject to Clause 3.3.2, this Feed-in Contract begins on the Energy Plan Commencement Date (if you have a Market Contract) or the date you accept the Feed-in Contract (if you have a Standard Retail Contract), but our obligations under this Feed-in Contract will not begin until the Commencement Date.

3.2.2 The Commencement Date under this Feed-in Contract will be the date on which all the following conditions are satisfied:

- (a) we have become Responsible for your Supply Address under a binding Electricity Sale Contract;
- (b) your Qualifying Facility, in accordance with Regulatory Requirements and the requirements of your Distributor, is connected to the relevant Distribution System in conjunction with the relevant Distributor's approved feed-in network tariff (where applicable);
- (c) the relevant cables and appliances for your Qualifying Facility are certified as complying with Regulatory Requirements and the requirements of your Distributor; and
- (d) if requested by us, you have provided to our satisfaction:
 - (i) Acceptable Identification, billing contact details, and information concerning your Qualifying Facility; and
 - (ii) where you are not the owner of the property, the consent of, or contact numbers for, the property owner or agent.

3.3 When does the Feed-in Contract end?

3.3.1 Your Feed-in Contract ends on the earlier of:

- (a) the End Date;
- (b) if you are a Premium Feed-in Tariff Customer, on the Premium Feed-in Tariff Scheme End Date (except if you are also a Retail Feed-in Tariff Customer in which case your Feed-in Contract will continue to apply after the Premium Feed-in Tariff Scheme End Date);

- (c) the date on which this Feed-in Contract ends, if terminated by you or us in accordance with Clause 4; or
- (d) the date that your Electricity Sale Contract ends, except otherwise provided for in Clause 3.3.2.

3.3.2 You agree that, subject to Clause 1 and Clause 4, your Feed-in Contract will continue to apply where you continue to be a customer of AGL in the scenarios below, but you may opt-out in accordance with Clause 4.1:

- (a) if you have a Market Contract and your Energy Plan ends and is replaced with a new Energy Plan with us for the same Supply Address, this Feed-in Contract will continue to apply as part of your new Energy Plan; and
- (b) if your Electricity Sale Contract ends and is replaced with a new Standard Retail Contract with us for the same Supply Address, this Feed-in Contract will continue to apply in conjunction with your new Standard Retail Contract.

4. Termination

4.1 When can you terminate this Feed-in Contract?

4.1.1 You may terminate this Feed-in Contract at any time by letting us know at least 5 Business Days in advance by phone or in writing.

4.1.2 If you terminate this Feed-in Contract under Clause 4.1.1, we will stop purchasing and crediting or paying for your Electricity Generation Export.

4.2 When can we terminate this Feed-in Contract?

We may terminate this Feed-in Contract if:

- (a) you enter into another contract with us for the sale by you of Electricity Generation Export at your Supply Address (in which case this Feed-in Contract will end automatically on the date our obligations under that other contract commence);
- (b) you enter into a contract with another retailer for the sale by you of Electricity Generation Export (in which case this Feed-in Contract automatically ends on the date the obligations of the other retailer commence under that other contract);
- (c) you vacate your Supply Address (in which case this Feed-in Contract ends on the later of either the date you vacate your Supply Address, or the date that you notify us in writing that you have vacated your Supply Address);
- (d) under your Electricity Sale Contract, your Supply Address is disconnected and you no longer have any right to be reconnected (in which case this Feed-in Contract will end on disconnection, or if a right to reconnection exists, on expiry of that right);
- (e) you breach any of your obligations under the terms of this Feed-in Contract or Electricity Sale Contract and fail to remedy that breach within 10 Business Days of us giving you notice, specifying the breach and requiring it to be remedied (in which case this Feed-in Contract will end at the expiry of that 10 Business Day period);
- (f) immediately if you cease to satisfy, or we reasonably believe that you cease to satisfy, any of the eligibility requirements for your AGL Feed-in Tariff as specified as such in Clause 1 of these Feed-in Terms; or
- (g) we are not required under Regulatory Requirements to publish an offer pursuant to which we will provide you with Feed-in Credits for Electricity Generation Export.

4.3 When can we suspend this Feed-in Contract?

If we are entitled to terminate the Feed-in Contract under Clause 4.2, we may, as an alternative to termination, suspend our obligations under this Feed-in Contract for such a period as we determine is appropriate.

4.4 Effect of termination

Termination of this Feed-in Contract will not affect your or our obligation to pay any amount due at the date of termination, or any accrued rights or remedies that we or you may have under this Feed-in Contract.

5. Disconnection

5.1 Disconnection

- 5.1.1 We may disconnect your Supply of Electricity Generation Export (or request that your Distributor do so) if:
- (a) it is a necessary incident of exercising our rights to disconnect the Supply of electricity to your Supply Address under the terms of your Electricity Sale Contract with us; or
 - (b) it is required by Regulatory Requirements.
- 5.1.2 If we disconnect your Supply of Electricity Generation Export in accordance with Clause 5.1.1, we may charge you a disconnection fee reflecting our direct costs arising from the disconnection (to the extent that those costs are not already being recovered by us under your Electricity Sale Contract).

5.2 Reconnection

If your Supply Address has been reconnected in accordance with the terms of your Electricity Sale Contract, we will arrange for your Supply of Electricity Generation Export to be reconnected on payment of a reconnection fee reflecting our direct costs arising from the reconnection (to the extent that those costs are not already being recovered by us under your Electricity Sale Contract).

6. AGL Feed-in Tariff and variations

6.1 Calculation of Feed-in Credit

- 6.1.1 Your initial AGL Feed-in Tariff is set out in the Feed-in Offer.
- 6.1.2 We will credit you for Electricity Generation Export during each Billing Period in accordance with the following formula:

$$\text{Feed-in Credit} = E \times T$$

Where:

Feed-in Credit = the amount which we will credit to your bill for the relevant Billing Period under your Electricity Sale Contract on account of Electricity Generation Export during that Billing Period,

E = the volume of Electricity Generation Export (in kWh) during that Billing Period, and

T = your AGL Feed-in Tariff current at that time (in cents per kWh).

- 6.1.3 We may deduct from the Feed-in Credit calculated in accordance with Clause 6.1.2, any amounts which we are entitled to charge you under this Feed-in Contract.
- 6.1.4 If you are a Premium Feed-in Tariff Customer, your Feed-in Tariff Category is only the Victorian Premium Feed-in Tariff, unless we have otherwise agreed with you.

6.2 Change in Feed-in Tariff Category

- 6.2.1 The continued application of a Feed-in Tariff Category to you, or to your Supply Address, will depend on whether you or your Qualifying Facility continue to satisfy the conditions applying to that category.
- 6.2.2 If a change occurs such that the eligibility requirements of your Feed-in Tariff Category are no longer met, then we may require you to transfer to another Feed-in Tariff Category under this Feed-in Contract as a result of that change, regardless of whether you have informed us of that change.
- 6.2.3 The new Feed-in Tariff Category will apply from the date that eligibility ceased to exist for your previous Feed-in Tariff Category, and we may recover from you any amount over credited by us as a result of that change.

6.3 Solar Credit Balance Payments

- 6.3.1 Subject to our Regulatory Requirements and this Clause 6.3, we may pay you electricity account credit balance amounts, by cheque or electronic funds transfer, to the extent that the credit is due to amounts credited for Electricity Generation Export ('**Solar Credit Balance Payment**').

- 6.3.2 To be eligible to receive periodic Solar Credit Balance Payments for an electricity account:
- (a) your account credit must be based on an actual Meter Reading by your Distributor; and
 - (b) you must not be currently disputing a matter with us in relation to your accounts before an ombudsman.
- 6.3.3 You may choose one of the following options for periodic payment by AGL of your Solar Credit Balance Payments, on request:
- (a) we pay you periodic Solar Credit Balance Payments on an annual basis ('Annual Credit Balance Payment') in accordance with Clause 6.3.7;
 - (b) we pay you a Solar Credit Balance Payment by electronic funds transfer; or
 - (c) we do not pay you Solar Credit Balance Payments on a periodic basis.
- 6.3.4 Where you have elected not to receive a periodic Solar Credit Balance Payment under Clause 6.3.3(c), and an account credit balance appears on a bill issued by us under your Electricity Sale Contract, we will apply the credit in accordance with Clause 7.2.3.
- 6.3.5 At any time, you may request payment of your account credit balance (a '**Credit Balance Payment**'), at no cost to you. A Credit Balance Payment may be made by cheque and sent to the address to which bills are sent under your Electricity Sale Contract, by electronic funds transfer or by another payment method as determined by us from time to time.
- 6.3.6 We will not issue a Solar Credit Balance Payment or Credit Balance Payment if:
- (a) the credit balance is a result of an overpayment by you or us on your account; or
 - (b) you have an overdue debt on another AGL account, in which case we may apply all or part of the credit balance to that other AGL account to pay the overdue amount.
- 6.3.7 If you choose to receive Annual Credit Balance Payments:
- (a) you may select a date for your Annual Credit Balance Payments ('**Solar Refund Date**') by calling us on 131 245;
 - (b) if you do not select a Solar Refund Date, we will select your Solar Refund Date based on the date you first become eligible for solar credits;
 - (c) we will pay you a Solar Credit Balance Payment on the date of your first electricity bill after your Solar Refund Date; and
 - (d) you may notify us of your choice to receive Annual Credit Balance Payments:
 - (i) by cheque, in which case the cheque will be sent to the address to which your electricity bills are sent; or
 - (ii) by electronic funds transfer, in which case you agree that we may contact you to confirm your bank details.
- 6.3.8 If you are a Premium Feed-in Tariff Customer and you have an account credit balance at the end of a Billing Period, that account credit amount will be extinguished after 12 months.

6.4 Final Credit Balance Payment

- 6.4.1 Following termination of this Feed-in Contract and your Electricity Sale Contract, if an account credit balance appears on the last bill issued by us under your Electricity Sale Contract:
- (a) we may require that credit balance to be applied to any overdue debt on another AGL account that you may have; and
 - (b) we will then pay you any remaining portion of that credit balance by cheque to an Australian postal address nominated by you, or by electronic funds transfer if you have chosen this option for periodic payment of your Solar Credit Balance Payments, at no cost to you unless otherwise required by the Regulatory Requirements.
- 6.4.2 If you are a Premium Feed-in Tariff Customer and you have an account credit balance that appears on the last bill issued by us under your Electricity Sale Contract on the Premium Feed-in Tariff Scheme End Date, that account credit balance will be extinguished.

6.5 Distribution and Metering costs

Any Distribution and Metering charges in relation to your Qualifying Facility or Electricity Generation Export, to the extent that they are not recovered under your Electricity Sale Contract, will be charged at the relevant applicable price under your Electricity Sale Contract. These costs can include, but are not limited to, any costs imposed in relation to the disconnection or reconnection of your Qualifying Facility and costs for the provision, maintenance or reading (including any special Meter Reading) of electricity Meters at the Supply Address where your Qualifying Facility is located.

6.6 Administration costs

6.6.1 We can charge you reasonable administration costs incurred by us in offering or servicing this Feed-in Contract, which are the costs of:

- (a) labour or additional systems capability associated with administering the Feed-in Contract;
- (b) administering the pass through of costs imposed by your Distributor and any Meter service provider; or
- (c) making a payment to you in accordance with Clause 7.

6.6.2 We will inform you of the amount of the administration costs (if any) prior to your acceptance of the Feed-in Offer.

6.7 Tax changes and changes in Regulatory Requirements

If an Increased Tax Cost Event or a change in Regulatory Requirements occurs during the Term of this Feed-in Contract, and as a result we determine that there has been an increase in the direct or indirect costs to us to perform our obligations under this Feed-in Contract, you must pay any additional amounts we notify to you as being necessary to compensate us for that increase.

6.8 Variations to the AGL Feed-in Tariff

6.8.1 We may vary the AGL Feed-in Tariff in any way (such as the amount or structure) in accordance with this Clause 6.8 and your Electricity Sale Contract, provided that the variation complies with Regulatory Requirements.

6.8.2 We will give you prior notice of a variation under Clause 6.8.1 by publishing a new AGL Feed-in Tariff on our website at agl.com.au prior to the date the variation is to take effect.

6.8.3 We will also give written notice of a variation under Clause 6.8.1 at least 5 Business Days before the change.

6.9 Timing of variations

6.9.1 A variation to your AGL Feed-in Tariff or any other charges under this Feed-in Contract that are not referenced to your Electricity Sale Contract will take effect on the date specified in our notice given under Clause 6.8.3.

6.9.2 If the date on which an AGL Feed-in Tariff variation is to take effect occurs during a Billing Period, the Feed-in Credit for that Billing Period will be calculated using both the previous and new (as varied) AGL Feed-in Tariffs on a pro-rata basis in accordance with Regulatory Requirements.

7. Feed-in credits and payments

7.1 Format and timing of Feed-in Credits

The account summary in each bill issued by us under your Electricity Sale Contract for each Billing Period will include the following:

- (a) your Feed-in Credit for the Billing Period;
- (b) your current charges for the Billing Period, being the charges payable under the Electricity Sale Contract and this Feed-in Contract for the Billing Period; and

- (c) your account credit or debit balance, which is the amount that your account is in credit or debit at the end of the Billing Period, calculated as the sum of the balance carried forward from the previous Billing Period and the current charges for the Billing Period less the Feed-in Credit for the Billing Period.

7.2 Calculation of bills

- 7.2.1 Unless you provide your explicit informed consent for bills to be calculated in some other way, the amount of Electricity Generation Export will be derived from consecutive Meter Readings. Where Meter Readings are unavailable, it will be derived from estimates determined in accordance with Regulatory Requirements. We will use our best endeavours to ensure that your Meter is read at least once in any 12 month period, and you must provide convenient and unhindered access to the Supply Address for the purpose of the Meter Reading.
- 7.2.2 In the event we obtain a Meter Reading after we have used an estimate to identify the amount of Electricity Generation Export, we will make any appropriate adjustment to your next bill.
- 7.2.3 If a bill issued by us under your Electricity Sale Contract has an account credit balance, subject to Clauses 6.3 and 6.4, the account credit balance will be applied towards the next bill issued by us under the Electricity Sale Contract for the next Billing Period.
- 7.2.4 If a bill issued by us under your Electricity Sale Contract has a debt owing on the account, the debt owing is payable by you in accordance with the Electricity Sale Contract.

7.3 Metering, access and billing errors

- 7.3.1 The provisions of your Electricity Sale Contract regarding Metering, access to the Supply Address, billing errors and overcharging and undercharging also apply to this Feed-in Contract.
- 7.3.2 After advance notice to you, we reserve the right to carry out Metering tests on your Electricity Generating Facility which we deem to be reasonably necessary, including tests on your Electricity Generating Facility's anti-islanding features and tests on power output quality of its inverter.
- 7.3.3 You must advise us immediately if you become aware of any potential safety hazard at your Supply Address that may impact on representatives accessing the Supply Address. You must provide us or our representative with any necessary protection against that hazard.

8. Waiver and variation

Clauses 5 and 17.4 of the Market Contract General Terms are incorporated by reference into these Feed-in Terms, and will apply to you with the necessary changes to include them (whether you have a Market Contract or Standard Retail Contract).

9. Information, privacy and communication

9.1 Information we require from you

- 9.1.1 You must advise us promptly if:
 - (a) you cease (or are likely to cease) to meet any of the eligibility requirements in Clause 1;
 - (b) there is any change in your contact details;
 - (c) there is any change that may hinder access to the Meter;
 - (d) there is any change in electrical wires or appliances which may affect the quality or safety of the Electricity Generation Export under this Feed-in Contract;
 - (e) you cease to be the registered proprietor of the Supply Address;
 - (f) you carry out any changes to your Qualifying Facility; or
 - (g) you cease to operate your Qualifying Facility at the Supply Address.
- 9.1.2 Our obligations under this Feed-in Contract are subject to you providing us with this information that is accurate and complete, and any other Personal Information we reasonably request from you. The privacy provisions of your Electricity Sale Contract also apply to this Feed-in Contract.

9.1.3 You also authorise:

- (a) us, to request your electricity export data for the 12 months preceding your last Meter Reading from your Distributor; and
- (b) your Distributor, to release to us your electricity export data for the 12 months preceding your last Meter Reading.

9.2 Means of communication

The notices provisions in your Electricity Sale Contract also apply to this Feed-in Contract.

10. Your obligations

10.1 General obligations

Our obligations under this Feed-in Contract are subject to you meeting all of the eligibility requirements in Clause 1 and complying with the following requirements:

- (a) you must have a valid and enforceable agreement with your Distributor regarding the connection of your Qualifying Facility to the relevant Distribution System;
- (b) you must not tamper with or bypass, or permit anyone else to tamper with or bypass, the Meter or associated equipment;
- (c) you must provide us with 14 Business Days prior notice if you intend to alter the installed or name-plate generating capacity of your Qualifying Facility;
- (d) you must comply with all requirements of your Distributor, and of the Regulatory Requirements regarding your Qualifying Facility and Electricity Generation Export; and
- (e) if you are a Premium Feed-in Tariff Customer, you must provide us with details of your principal place of residence.

10.2 Protection and maintenance of your Supply

To enable reliable and safe Supply of Electricity Generation Export from your Supply Address, you must:

- (a) use your best endeavours to keep the electrical installations at your Supply Address and your Qualifying Facility in safe condition;
- (b) use your best endeavours to protect our and the Distributor's equipment from damage and interference;
- (c) provide safe, convenient and unhindered access to enable work on the Distribution System to be carried out;
- (d) not allow a person other than an accredited electrical installer to perform work on an electrical installation; and
- (e) not interfere or allow someone to interfere with the Distribution System which delivers electricity to the Supply Address, or with any Meters at the Supply Address.

10.3 If you are not the owner of the Supply Address

If you are not the owner of the Supply Address, you might not be able to fulfil some of your obligations under this Feed-in Contract. Therefore, we may require you to request that the owner fulfil those obligations on your behalf.

Our obligations to you are conditional on the owner agreeing to fulfil those obligations on your behalf.

11. Interruptions and supply standards

11.1 Supply standards and interruptions

11.1.1 As your retailer, we do not control or operate the Distribution System which accepts Electricity Generation Export. We also cannot control the quality, frequency and continuity of acceptance of Electricity Generation Export.

11.1.2 We, or the Distributor, may cease your Electricity Generation Export for maintenance or repair, for installation of a new connection, in an emergency, for health and safety reasons, or due to any circumstances beyond our or the Distributor's reasonable control.

11.2 Notice of work

11.2.1 If we, or the Distributor, wish to inspect, repair, test or provide maintenance to the Distribution System at your Supply Address, we will give you prior notice except in the case of emergency, suspected illegal use, or routine Meter replacements.

12. General

12.2.1 Title in all Electricity Generation Export will pass to us at the point at which that Electricity Generation Export enters the relevant Distribution System.

12.2.2 We give no warranties, representations or conditions about the capacity or suitability of the relevant Distribution System to accept Electricity Generation Export.

12.2.3 We exclude all liability for any claims, damages or losses you may suffer as a result of the relevant Distribution System failing to accept Electricity Generation Export.

12.2.4 Nothing in this Feed-in Contract varies or excludes in any way the operation of section 117 of the **Electricity Act 2000**, or section 120 of the National Electricity Law.

12.2.5 The complaints provisions of your Electricity Sale Contract also apply to this Feed-in Contract.

12.2.6 This Feed-in Contract is governed by the laws of Victoria.

12.2.7 This Feed-in Contract is personal to you and cannot be assigned by you to anyone else. We can only assign or novate this Feed-in Contract:

- (a) with your consent;
- (b) to any Related Body Corporate; or
- (c) where we are transferring to a third party all or substantially all of our retail business.

13. Glossary of terms

13.1 Interpretation

The interpretation provisions of your Electricity Sale Contract also apply to this Feed-in Contract.

13.2 Definitions

Terms in this document have the same meanings as given in your Electricity Sale Contract. In addition:

Acceptable Identification includes:

- (a) where you are a Small Residential Customer, one or more of the following:
 - (i) a driver's licence, a current passport or other form of photographic identification;
 - (ii) a Pensioner Concession Card or other entitlement card issued by the State or Commonwealth Government; or
 - (iii) a birth certificate;
- (b) where you are a Small Business Customer that is a sole trader or partnership, one or more of the forms of identification required under (a) above for one or more of the individuals that conduct the business concerned; or
- (c) where you are a body corporate, the body corporate Australian Company Number or Australian Business Number;

AGL Feed-in Tariff means the Feed-in Tariff Category specified as such in the Feed-in Offer;

Annual Credit Balance Payment has the meaning given in Clause 6.3.3;

Billing Period means the length of the period covered by each bill issued by us in accordance with the terms of your Electricity Sale Contract for the Supply Address;

Commencement Date means the day on which our obligations under this Feed-in Contract begin, as defined in Clause 3.2.2;

Credit Balance Payment has the meaning given in Clause 6.3.5.

Digital Meter means:

- (a) an electricity Meter which meets the Type 4 minimum services specification in the Regulatory Requirements; or
- (b) an advanced metering infrastructure Meter in Victoria.

Distribution System means a network of pipes or wires, Meters and controls that a Distributor uses to Supply Energy;

Electricity Generating Facility has the meaning given in Clause 1.3;

Electricity Generation Export means the electricity generated by your Electricity Generating Facility and exported into the relevant Distribution System by you at your Supply Address, net of any electricity consumption at your Supply Address;

Electricity Sale Contract means your Market Contract or Standard Retail Contract (as applicable to you) for the sale of electricity by us to you at the Supply Address;

End Date means the date (if any) specified as such in the Feed-in Offer;

Energy means electricity or gas as relevant;

Energy Plan Commencement Date has the meaning given to that term in the Market Contract General Terms;

Feed-in Contract means these Feed-in Terms and the Feed-in Offer that refers to and incorporates them;

Feed-in Credit has the meaning given in Clause 6.1.2;

Feed-in Offer means the letter or other documents provided to you by us that refers to and incorporates these Feed-in Terms and sets out certain details of your Feed-in Credit, AGL Feed-in Tariff and eligibility for your AGL Feed-in Tariff;

Feed-in Tariff Category means a category or subcategory of AGL Feed-in Tariffs determined and published by us from time to time and including the Victorian Premium Feed-in Tariff;

Feed-in Terms means these terms and conditions in this document;

Government Feed-in Scheme means the Victorian Premium Feed-in Tariff and any other government feed-in scheme set out in, or otherwise established by, legislation, regulation, order, code, guideline, licence, authorisation or rules pursuant to which a customer receives a payment or credit of some kind from a Distributor or retailer in relation to electricity generated and sent out by solar panels located at the Supply Address;

Increased Tax Cost Event means where a new Tax is imposed or the basis for imposing or calculating any existing Tax changes, and includes a change to the interpretation of any law related to a Tax;

Market Contract has the meaning given to that term in the Market Contract General Terms;

Market Contract General Terms means the Market Retail Contract General Terms for Small Customers Effective 1 October 2021 as varied from time to time available at agl.com.au/mrc;

Meter means an instrument that measures the quantity of Energy passing through it and includes associated equipment attached to the instrument, including any recording and display equipment and communications interface, to control or regulate the flow of Energy;

Meter Reading means a physical inspection of a Meter, or remote receipt of processed data from a Digital Meter, which indicates at a point in time the quantity of Energy that has passed through the Meter;

National Electricity Law means the laws set out in the schedule to the **National Electricity (South Australia) Act 1996** (SA) as in force from time to time in Victoria;

Premium Feed-in Tariff Customer means a person who is a Qualifying Customer who meets the:

- (a) eligibly criteria outlined in Clause 1.1; and
- (b) ‘Premium Feed-in Tariff Customer’ criteria outlined in Clause 1.2;

Premium Feed-in Tariff Scheme Capacity Date means the date on which it is declared the Premium Feed-in Tariff scheme has reached capacity or a date otherwise determined by the Regulatory Requirements;

Premium Feed-in Tariff Scheme End Date means the date on which the Premium Feed-in Tariff scheme ends pursuant to the Regulatory Requirements, which is currently set to be 1 November 2024;

Qualifying Customer has the meaning given in Clause 1.2;

Qualifying Facility has the meaning given in Clause 1.3;

Regulatory Requirements means any relevant Commonwealth, State or local government regulation, including all laws, regulations, subordinate legislation, proclamations, Orders in Council, licence conditions, codes, determinations made by a relevant regulator, guidelines or standards applicable from time to time in the State in which the Supply Address is located;

Related Body Corporate has the meaning given to it in the **Corporations Act 2001** (Cth);

Residential Customer means a person entering into a Feed-in Contract who, under their Electricity Sale Contract with us, purchases electricity principally for personal, household or domestic use at their relevant Supply Address;

Responsible means where a retailer is financially responsible for Energy Supplied for the purposes of settlement in a relevant wholesale Energy market;

Retail Feed-in Tariff Customer means a person who is a Qualifying Customer who meets the:

- (a) eligibly criteria outlined in Clause 1.1; and
- (b) ‘Retail Feed-in Tariff Customer’ criteria outlined in Clause 1.2;

Small Business Customer means a Small Customer who is not a Small Residential Customer;

Small Residential Customer means a Small Customer who acquires Energy principally for personal, household or domestic use at the Supply Address;

Solar Credit Balance Payment has the meaning given in Clause 6.3.1;

Solar Refund Date has the meaning given in Clause 6.3.7;

Standard Retail Contract means a contract for the sale and Supply of Energy applicable to a Supply Address, required to be offered to you under the Regulatory Requirements. Further information is available at agl.com.au/src;

Supply means the delivery of Energy by a Distributor via its Distribution System to a supply address, and the provision of any related services;

Supply Address means the address at which you purchase Energy from us under your Electricity Sale Contract, and where there is more than one Supply point and/or connection point to the Distribution System at that address, each Supply point and/or connection point through which you purchase Energy;

Term means the period commencing on the Commencement Date and ending in accordance with Clause 3.3 of these Feed-in Terms;

Electricity Act 2000 means the **Electricity Industry Act 2000**; and

Victorian Premium Feed-in Tariff means the AGL Feed-in Tariff required to be offered by us under section 40FA of the **Electricity Act 2000** and which closed to new applicants at the end of 2011, and may include an additional amount paid by us, as specified in the Feed-in Offer and as varied in accordance with these Feed-in Terms.

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