



# Victoria Government Gazette

No. S 341 Friday 1 July 2022  
By Authority of Victorian Government Printer

## Electricity Industry Act 2000

ORIGIN ENERGY ELECTRICITY LTD ABN 33 071 052 287

Terms and Conditions for Feed-In Tariffs – Victoria

The terms and conditions for Origin's General Renewable Energy Feed-In Tariff Agreement are published in accordance with section 40G of the **Electricity Industry Act 2000** and are effective 2 months from the date of this notice.

### 1. GETTING STARTED

Under this Agreement you agree to sell us the Export Electricity and we agree to pay you a Feed-in Tariff for it.

This Agreement will apply to you:

- once you agree to the terms over the phone or online; or
- if you haven't agreed to the terms over the phone or online, then 5 Business Days after we send you these terms, unless you tell us otherwise,

provided you have an Electricity Agreement with us and you meet the Eligibility Requirements.

If you ask us to, we'll ask your Distributor to connect your System to its distribution system. We'll do this no later than one Business Day after we receive from you all the documentation required under the **Electricity Safety Act 1998** and any other documentation and information we request.

We'll start to pay you the Feed-in Tariff once your System is connected to the distribution system and your Distributor updates your network tariff code (if required).

### 2. YOUR OBLIGATIONS

You need to ensure you have provided us with the correct name, Supply Address and contact details and you let us know if any information you've given us changes.

### 3. YOUR FEED-IN TARIFF

The Feed-in Tariff is set out in the Schedule and may vary, but it will not be less than the minimum Feed-in Tariff set by the Victorian government.

We'll determine the amount of Export Electricity sold to us based on readings of the meter. Where we can't reasonably or reliably do so, we don't have to pay you the Feed-in Tariff until the Distributor estimates the Export Electricity.

If we pay you a feed-in tariff under the Electricity Agreement, the amount paid to you includes the Feed-in Tariff plus any additional feed-in tariff, together the Total Feed-in Tariff.

If you ask us to, we'll provide you with reasonable information on any Feed-in Tariff we offer within 10 Business Days of your request. We'll provide this in writing if you ask us to.

### 4. ENDING OR CHANGING YOUR FEED-IN TARIFF

We may vary the amount of the Feed-in Tariff by notice to you where we're not prevented from doing so by the Regulatory Requirements. We'll give you notice of such changes as soon as practicable and at least 5 Business Days before the change takes effect. If the change happens during a Billing Period, we'll calculate the amount we credit you for that period on a proportionate basis and may use average export data over a Billing Period (or other period depending on availability of meter data) to do so.

We may stop providing you with the Feed-in Tariff by notice to you if:

- your Electricity Agreement with us ends;
- you stop being eligible for the relevant Feed-in Tariff Scheme;

**SPECIAL**

- we are entitled to do so under, or because of a change in, the Regulatory Requirements; or
- the relevant Feed-in Tariff Scheme ends.

We'll give you notice if your Feed-in Tariff is going to end as soon as practicable. This may be after the date we stop providing you with the Feed-in Tariff if it is reasonable in the circumstances for us to do so.

You can end this Agreement at any time by notice to us. This Agreement will also end on the date:

- we stop providing you with the Feed-in Tariff; or
- you enter into a new Feed-in Tariff agreement with us for the Supply Address.

## 5. METERING

If you have multiple generation Systems installed at the Supply Address, you must ensure that they are separately metered from your System.

You must give us, the Responsible Person and your Distributor safe, convenient, and easy access to your System and the meter at the Supply Address so the meter can be read and for maintenance, repair, connection and disconnection. The representatives must carry official identification and show it to you if you ask.

We'll use our best endeavours to ensure that the meter is read at least once every 12 months.

## 6. OUR OBLIGATIONS

We'll keep your historical payment or crediting data ('data') for at least two years, even if this Agreement or the Electricity Agreement has ended. We'll process any request for data in relation to the Feed-in Tariff in accordance with Clause 68 of the *Energy Retail Code of Practice* or its equivalent.

## 7. YOUR BILL

We'll include the following on your bill:

- the amount we owe to you for the Total Feed-in Tariff, multiplied by the amount of Export Electricity sold to us during the Billing Period;
- the amount (if any) you owe to us under this Agreement; and
- the amount (if any) of credit remaining on your account which is more than the charges payable by you in the Billing Period.

We'll pay any amount we owe you under this Agreement by crediting that amount against the GST-inclusive amount payable by you under the Electricity Agreement. We'll pay you the Feed-in Tariff at the same frequency as we bill you under the Electricity Agreement.

If your bill is in credit and you ask us to, we'll pay you the credit amount. We recommend you ask us to pay you any credit amount at least once every 12 months.

## 8. REVIEWING YOUR BILL

If you believe there is an issue with the Feed-in Tariff on your bill, please let us know as soon as you can. We'll review your bill (and deal with any adjustments required) based on Clause 69 of the *Energy Retail Code of Practice* or its equivalent.

If the review finds the bill is correct, the amount credited won't change. If the review finds the bill is incorrect, we'll correct the bill under review.

If we have overpaid or over credited you any amount associated with the Export Electricity, you'll only have to pay back the amounts overpaid or over credited in the four months before we notify you of the overpayment or over crediting, except if the overpayment or over crediting was because of your fault or unlawful act or omission, in which case, we can recover all amounts overpaid or over credited as long as it is not prohibited by the Regulatory Requirements.

If we have underpaid or under credited you for the Export Electricity, we'll credit this amount on the next bill issued to you under the Electricity Agreement.

## 9. CHANGING THIS AGREEMENT

This Agreement can be varied:

- by us publishing an amendment or replacement agreement in accordance with the Act;
- by agreement in writing between you and us; or
- by notice from us to you where we reasonably believe the variation is needed in connection with a change in the Regulatory Requirements.

## 10. FORCE MAJEURE

If an event occurs which is outside the reasonable control of us or you (i.e. force majeure), and you or we breach this Agreement due to this event, the breach will be dealt with in accordance with your Electricity Agreement.

## 11. CUSTOMER SERVICE AND COMPLAINTS

If you have an enquiry, complaint or dispute, including in relation to your bill, please contact us. We'll handle your complaint and let you know the outcome of it, in accordance with our standard complaints and dispute resolution procedures (which you can find at [www.originenergy.com.au](http://www.originenergy.com.au)) and which are based on the relevant Australian standard. You can also ask us to send you a copy.

## 12. ASSIGNMENT OR NOVATION

You may not assign or novate this Agreement without our consent.

We'll only assign or novate this Agreement with your consent, unless the assignment or novation forms part of a transfer of substantially all our customers to a third party, which may be one of our related bodies corporates (as defined in the **Corporations Act 2001** (Cth)).

## 13. TAXES

You must provide a valid ABN to us at the time you enter into this Agreement if any Feed-in Tariff or additional feed-in tariff we pay you in respect of the Export Electricity is in the course or furtherance of an Enterprise, including a business, that you carry on in Australia. You will need to contact and update us within 5 Business Days if the ABN you previously provided to us requires updating or is no longer valid.

If we are required, in our opinion, to withhold any amount in respect of tax from a payment to be made to you under this Agreement, we may do so and such withholding and payment to the relevant taxing authority will be a good discharge of our obligation to pay the relevant amount to you.

In the event you do not comply with your obligation to provide us a valid ABN or an updated ABN and we pay an amount to you without withholding an amount in respect of tax, you indemnify us for any loss we suffer as a result of failing to withhold including but not limited to penalties and interest, and any tax payable by us on a payment we receive under this Clause 13.

## 14. NOTICES

A notice, consent, document or other communication given by us under this Agreement will be given in accordance with your Electricity Agreement.

## 15. MEANING OF TERMS IN THIS AGREEMENT

**Act** means the **Electricity Industry Act 2000**.

**Agreement** means these terms and conditions and the Schedule.

**Billing Period** has the same meaning as in the Electricity Agreement.

**Business Day** means a day that is not a Saturday, Sunday or public holiday in Melbourne, Victoria.

**Distributor** means the entity that is authorised or licensed to supply distribution services through the distribution system to which your System is connected.

**Electricity Agreement** means an agreement between you and us for us to sell you electricity at your Supply Address.

**Eligibility Requirements** means:

- you purchase electricity from us;
- your System is net metered;
- you are exempt from the requirement to hold a licence under the Act in respect to the generation, supply or sale of Export Electricity; and
- you meet any requirements specified by the Victorian government; and
- for the Premium Feed-in Tariff Scheme, the PFIT Eligibility Requirements.

**Enterprise** has the same meaning as in the **A New Tax System (Goods and Services Tax) Act 1999** (Cth) and includes a business.

**Export Electricity** means the electricity generated by your System and exported to the Distributor's distribution system.

**Feed-in Tariff** means the price per kWh set out in the Schedule, as amended from time to time in accordance with this Agreement (not including any additional feed-in tariff amount, as described in Clause 3).

**Feed-in Tariff (FIT) Scheme** means the Premium Feed-in Tariff Scheme or the General Feed-in Tariff as specified in the Schedule.

**PFIT Eligibility Requirements means:** you were accepted into the Premium Feed-in Tariff Scheme before 31 December 2011 and your System is located either:

- at your principal place of residence; or
- at a property that you occupy as a non-residential customer at which you use no more than 100MWh of electricity per annum.

**Regulatory Requirements** means all relevant acts, regulations, codes, procedures, other statutory instruments, licences, proclamations and laws, including those applicable to the generation or sale of electricity in Victoria or in the National Electricity Market including the Victorian Energy Retail Code of Practice, the Act, the **Electricity Safety Act 1998** and the National Electricity Law.

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

**Schedule** means the schedule to these Agreement terms.

**Scheme End Date** means the scheme end date set by the Regulatory Requirements and in the case of the PFIT Scheme, is 1 November 2024.

**Small Renewable Energy Generation Facility** has the same meaning as in the Regulatory Requirements.

**Supply Address** means the premises in Victoria specified in the Schedule.

**System** means the Small Energy Generation Facility (including the inverter) installed at your Supply Address and includes any ancillary electrical equipment.

**Total Feed-in Tariff** means the Feed-in Tariff and the additional feed-in tariff (if applicable).

**We** or **us** means Origin Energy Electricity Limited ABN 33 071 052 287.

**You** means the customer specified in the Schedule.

---

---

**SCHEDULE**

<b>1.</b>	<b>Full customer name</b>	
<b>2.</b>	<b>ABN</b>	
<b>3.</b>	<b>Supply Address</b>	
<b>4.</b>	<b>NMI (National Meter Identifier)</b>	
<b>5.</b>	<b>Feed-in Tariff Scheme &amp; Feed-in Tariff</b>	

---

This page was left blank intentionally

This page was left blank intentionally

# ive

The *Victoria Government Gazette* is published by IVE Group Limited with the authority of the Government Printer for the State of Victoria

© State of Victoria 2022

This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act.

Address all enquiries to the Government Printer for the State of Victoria  
Level 2, 1 Macarthur Street  
Melbourne 3002  
Victoria Australia

## How To Order



**Retail &  
Mail Sales**

**Victoria Government Gazette**

Ground Floor, Building 8,  
658 Church Street,  
Richmond 3121

DX 106 Melbourne



**Telephone**

(03) 8523 4601

**email**

[gazette@ivegroup.com.au](mailto:gazette@ivegroup.com.au)

**Price Code A**