

# Terms and conditions.



## TRUenergy Feed-in Agreement - South Australia

### General

- 1 Your electricity plan will consist of two components:
  - (a) a Base Agreement under which we sell you electricity; and
  - (b) this TRUenergy Feed-in Agreement, which is the “feed in” component of your plan, under which we purchase electricity from you.

These components will be shown separately on your bill.

- 2 Your TRUenergy Feed-in Agreement is also governed by the terms set out in your Base Agreement and Product Schedule, but these terms will prevail to the extent of any inconsistency.
- 3 To be eligible to enter into this TRUenergy Feed-in Agreement and receive payments from us for the electricity you generate, the following requirements must be satisfied at all times:
  - (a) you must be a Qualifying Customer;
  - (b) we must receive confirmation from your distributor that an Eligible Generator has been connected to the distributor's network at your supply address;
  - (c) you must have metering equipment at your supply address that records the electricity generated from your Eligible Generator to the distribution network, which meets our or your distributor's reasonable requirements, and any requirements under the Electricity Laws;
  - (d) the total capacity of the Eligible Generator installed at your supply address must not exceed 30kVA (10kVA per phase); and
  - (e) any other requirements of the applicable Electricity Law from time to time.
- 4 You must immediately inform us if there are any changes to your situation that affect your eligibility (including changes to your Eligible Generator that impact your eligibility). We reserve the right to clawback any credits provided to you that you were not entitled to if you no longer meet the eligibility criteria.
- 5 The TRUenergy Feed-in Agreement commences on the date specified in the Product Schedule or, if the date is not set out, the date agreed between you and us.

### Credit for electricity supplied

6. We will credit you the value of the Distributor Rebate (as stipulated in the Electricity Law) and the Retailer Rebate per kilowatt hour for the net amount of electricity you generate from your Eligible Generator and feed back into the distribution network (i.e. electricity supplied in excess of that being used by you).

The values of the Distributor Rebate and the Retailer Rebate are stated in your Product Schedule and may be amended on written notice to you on the same terms specified in your Base Agreement.

- 7 The credits for the electricity you supply will appear on the bill that we send to you under your Base Agreement. We will credit you for the electricity you supply back into the distribution network at the same frequency as we bill you for the electricity you purchase under the Base Agreement. The credit will be applied against the charges payable by you to us for the supply of electricity under the Base Agreement.
- 8 If the amount to be credited to you under clause 6 in respect of electricity fed into the distribution network in a particular billing period has not been set-off against the charges payable by you to

us for the supply of electricity by the expiration of 12 months after the end of that billing period, you may request that we pay out the outstanding balance to you.

- 9 In addition to the charges set out in the TRUenergy Feed-in Agreement, we may charge you any additional retail charges and any distributor imposed charges (on a pass through basis) and these will be itemised on your account. Any adjustments for undercharging or overcharging in previous billing periods will be treated in accordance with the terms of your Base Agreement.
- 10 The rate at which we purchase your electricity does not include GST, subject to clause 23.

### Meter readings

- 11 We will base any credits payable to you on a reading of your meter that records the supply of electricity from the Eligible Generator at your supply address to the distribution network. We will use our best endeavours to ensure that the meter is read at least once in any 12 month period. We do not breach this clause if we are unable to read a meter in any relevant period as a result of you breaching clause 12 or some other event outside our control.
- 12 You must allow us, the Responsible Person, or our Responsible Person's representative safe, convenient and unhindered access to the address and to the meter that records the supply of electricity from your Eligible Generator to the distribution network, for the purpose of reading the meter and for connection, disconnection, reconnection, maintenance and repair. You must not tamper or otherwise interfere with your meter.
- 13 If we are not able to credit your account based on the reading of the meter, we will not make a credit unless the relevant distributor estimates the generation in accordance with the Electricity Laws.
- 14 If you request us to, we will review any credits applied to your account (and deal with any adjustments required) in accordance with the account review process set out in your Base Agreement.
- 15 You are responsible for the cost of installing and maintaining metering equipment at your supply address.

### Interruptions etc

- 16 You are not entitled to any credit, payment or other compensation from us for any period during which you are unable to supply electricity to the distribution network because the connection between your Eligible Generator and the distribution network is interrupted, limited or disconnected.
- 17 If an event occurs which is outside the reasonable control of us or you and you or we breach the TRUenergy Feed-in Agreement due to this event only, the breach will be dealt with in accordance with the force majeure procedures in your Base Agreement.

### Changes to the TRUenergy Feed-in Agreement

- 18 The TRUenergy Feed-in Agreement may be subject to change as a result of future amendments to the Electricity Law. Such amendments will be deemed to form part of the TRUenergy Feed-in Agreement.
- 19 We can amend the TRUenergy Feed-in Agreement by written notice to you, on the same terms specified in your Base Agreement.

### Termination

- 20 If the Base Agreement is ended by either party in accordance with the terms of the Base Agreement, the TRUenergy Feed-in Agreement automatically terminates at the same time.

- 21 In addition, your TRUenergy Feed-In Agreement will automatically end the earlier of:
- our electricity supplier licence being suspended or ceasing to apply and us not otherwise being authorised to supply electricity;
  - you ceasing to be the occupier of the supply address where the Eligible Generator is installed;
  - you notifying us in writing that you wish to terminate your TRUenergy Feed-in Agreement;
  - the generator installed at your supply address ceasing to be an Eligible Generator;
  - you ceasing to meet the eligibility criteria under clause 3;
  - the feed-in scheme in South Australia ending;
  - the Eligible Generator no longer being connected to the distribution network; or
  - 30 June 2028.
- 22 We will stop providing you credits if your TRUenergy Feed-In Agreement is terminated in accordance with clauses 20 or 21. However, if there are any credits owing to you upon termination that you are validly entitled to, we will pay you the equivalent amount.
- 23 If you have an Eligible Generator and are a Qualifying Customer you must either:
- inform us that you are registered for GST by quoting your ABN to us in respect of any electricity you supply back into the distribution network from an Eligible Generator. On receipt of this information, we agree to credit to you an additional amount (being the GST component of 10%) in addition to the rate at which we credit you for the electricity you supply back into the distribution network; or
  - warrant that your generation of electricity from the Eligible Generator is for private and domestic purposes and not related to any business enterprise carried on by you and for this reason you have not provided an ABN to us in respect of the electricity you supply back into the distribution network from an Eligible Generator. If we ask you to do so, you must complete a 'No ABN Withholding Declaration' (the form of which is available from us on request).

#### Miscellaneous

- 24 You bear all responsibility for your Eligible Generator (including its use, maintenance, connection to the distribution network and electricity generated from it) and we have no responsibility or liability.
- 25 We will process any request for historical data in relation to feed-in arrangements in accordance with the Electricity Law.
- 26 A notice in relation to the TRUenergy Feed-in Agreement will be given in the same manner as notices given under your Base Agreement.
- 27 You are not entitled to a pay by the due date discount under your Base Agreement if your account is in credit due to the value of the electricity you generate from your Eligible Generator.
- 28 We may only assign the TRUenergy Feed-in Agreement with your consent, unless the assignment forms part of the transfer to the same third party of all or substantially all of our retail business.
- 29 Any Renewable Energy Certificates that are created through the generation of electricity from your Eligible Generator will be retained by you.
- 30 We will handle any complaint by you in accordance with your Base Agreement.
- Definitions and interpretation:**
- "Base Agreement"** means the agreement between you and us for supply of electricity pursuant to the "Go Easy", "Go for More" and "Business Edge" offers, or any other offers notified by us from time to time.
- "Distributor Rebate"** means the payment per kilowatt hour as specified in the Electricity Law
- "Electricity Law"** means the *Electricity Act 1996* (SA), the *Electricity (Feed-in Scheme - Solar Systems) Amendment Act 2008* (SA), the *Electricity (Miscellaneous) Amendment Act 2011* (SA) and any other applicable acts, rules, regulations, orders, guidelines, licences, codes or conditions imposed relevant to the feed-in arrangement.
- "Eligible Generator"** means a Small Photovoltaic Generator that:
- is operated by a Qualifying Customer;
  - complies with Australian Standard —AS 4777 (as in force from time to time or as substituted from time to time);
  - is connected to a distribution network, which supplies electricity to 10,000 or more domestic customers, in a manner that allows electricity generated by the Small Photovoltaic Generator to be fed into the distribution network; and
  - is used in conjunction with a meter that complies with a code relating to meters published in relation to the Electricity Law.
- "GST"** has the meaning given in the *A New Tax System (Goods & Services Tax) Act 1999* (Cth).
- "Product Schedule"** means the schedule accompanying the terms and conditions of your Base Agreement.
- "Qualifying Customer"** means a customer who enters into a Base Agreement with us and:
- is a "small customer" under section 4 of the *Electricity Act 1996* (SA), being a customer with an annual electricity consumption level less than 160 MWh;
  - has made an application to us to participate in the feed-in scheme in South Australia; and
  - is the occupier of supply address in South Australia at which an Eligible Generator is installed and connected to the distribution network.
- "Renewable Energy Certificates"** has the meaning given in the *Renewable Energy (Electricity) Act 2000* (Cth).
- "Responsible Person"** means the person who has responsibility for meter reading for a particular connection point, being either the retailer or the relevant distributor.
- "Retailer Rebate"** means an additional payment per kilowatt hour (if any), above the Distributor Rebate, either (a) offered by us on a voluntary basis; or (b) from the date required by the Electricity Law, as required by the Electricity Law
- "Small Photovoltaic Generator"** means a photovoltaic system with capacity up to 10kVA for a single phase connection and up to 30kVA for a three phase connection. "TRUenergy Feed-in Agreement" means these terms and conditions upon which you supply electricity back into the distribution network pursuant to the feed-in regime set out in the *Electricity Act 1996* (SA).
- "we"** and **"our"** and **"us"** means TRUenergy Pty Ltd.
- "you"** and **"your"** means the customer specified on your confirmation letter or on the document titled "Product Schedule".