

Terms and conditions.



TRUenergy Feed-in Agreement - Australian Capital Territory

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(s) 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(s) installed at your supply address must not exceed 30kW; 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(s) 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 for Eligible Generator(s)

- 6 We agree to credit you for the total amount of electricity you generate and supply back into the distribution network, as follows:
 - (a) for electricity generated by an Eligible Generator(s) installed at your supply address the total capacity of which is no more than 10kW - 100% of the Premium Rate (unless another percentage is determined under the Electricity Feed-in (Renewable Energy Premium) Act 2008 (ACT)); or
 - (b) for electricity generated by an Eligible Generator(s) installed at the premises the total capacity of which is more than 10kW but no more than 30kW - 80% of the Premium Rate (unless another percentage is determined under the Electricity Feed-in (Renewable Energy Premium) Act 2008 (ACT)).
- 7 The Premium Rate that applies in the financial year in which your Eligible Generator(s) is connected to the distributor’s network is the rate that will apply to you for the term of the TRUenergy Feed-in Agreement.
- 8 Payment of credits will be made in accordance with the frequency of your billing arrangements for the total amount of

electricity generated by the Eligible Generator(s). 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.

- 9 In addition to the charges set out in the TRUenergy Feed-in Agreement, you 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 13 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(s) 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:
- (a) our electricity supplier licence being suspended or ceasing to apply and us not otherwise authorised to supply electricity;
 - (b) you ceasing to be the occupier of the supply address where the Eligible Generator is installed;
 - (c) you notifying us in writing that you wish to terminate your TRUenergy Feed-in Agreement;
 - (d) the generator installed at your supply address ceasing to be an Eligible Generator;
 - (e) you ceasing to meet the eligibility criteria under clause 3;
 - (f) the feed-in scheme in the ACT ending;
 - (g) the Eligible Generator no longer being connected to the distribution network; or
 - (h) the date which is twenty (20) years from the date the Eligible Generator(s) was connected to the distribution network (whether by you or a previous owner or occupier of the supply address) as notified to us by the distributor.
- 22 We will stop paying 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:
- (a) 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
 - (b) 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 a 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.

"Electricity Law" means the *Utilities Act 2000* (ACT), the *Electricity Feed-in (Renewable Energy Premium) Act 2008* (ACT), the Consumer Protection Code and an other applicable acts, rules, regulations, orders, guidelines, licences, codes or conditions imposed relevant to the feed-in arrangement.

"Eligible Generator" means an energy generator that:

- (a) generates electricity from a renewable energy source (ie solar) that is delivered back to the distribution network; and
- (b) is connected at your supply address; and
- (c) when connected to the distributor's network, it would comply with the rules under the National Electricity (ACT) Law and the National Electricity (ACT) Regulations that apply to an embedded generation unit, as defined in the *Electricity Feed-in (Renewable Energy Premium) Act 2008* (ACT).

"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 an existing retail electricity customer with a Base Agreement who:

- (a) has made an application to us to participate in the feed-in scheme in the Australian Capital Territory;
- (b) is the occupier of supply address in the Australian Capital Territory at which an Eligible Generator(s) is installed and connected to the distribution network; and
- (c) generates electricity from the Eligible Generator(s) that is wholly distributed to the distribution network,

but excludes occupiers of premises who are:

- (d) a territory agency;
- (e) a territory-owned corporation;
- (f) the Commonwealth or a Commonwealth authority; or
- (g) an entity determined by the Minister,

as defined under the *Electricity Feed-in (Renewable Energy Premium) Act 2008* (ACT).

"Premium Rate" means the rate determined under the *Electricity Feed-in (Renewable Energy Premium) Act 2008* (ACT) from time to time, details of which can be obtained from <http://www.environment.act.gov.au/energy/fit>.

"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.

"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 Feed-in (Renewable Energy Premium) Act 2008* (ACT).

"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'.