



PREMIUM SOLAR FEED- IN TERMS AND CONDITIONS (VIC)

Energy Locals Pty Ltd

energylocals.com.au

PREMIUM SOLAR FEED-IN TERMS AND CONDITIONS (VIC)

1. INTRODUCTION

- 1.1 This agreement sets out the terms and conditions for the purchase of electricity by us from a Qualifying Customer during the Premium Solar Feed-in Tariff Period for that Qualifying Customer.
- 1.2 The agreement is between Energy Locals Pty Ltd (ACN 606 408 879) (referred to herein as 'Energy Locals', 'we', 'our' or us') and you, the Energy Locals Qualifying Customer to whom this contract applies (referred to herein as 'you' or 'your') and is supplementary to the retail contract under which we sell you electricity (**Contract**).
- 1.3 Capitalised terms used in the Agreement are defined in clause 8.

2. ELIGIBILITY

- 2.1 Subject to the terms of this agreement, to be eligible for the Premium Solar Feed-in Credit, you must be a Qualifying Customer who supplies electricity back into the grid from a Qualifying Solar Energy Generating Facility.
- 2.2 If you are a residential customer and a Qualifying Customer, the Qualifying Solar Energy Generating Facility for which the credit is received must either:
 - (a) be located at your principal place of residence. You are only entitled to credit for one Qualifying Solar Energy Generating Facility at your residence; or
 - (b) if the premises is not a principal place of residence, your annual consumption rate of electricity at the premises must be 100 megawatt hours or less.
- 2.3 If you are supplying electricity back into the grid from a Qualifying Solar Energy Generating Facility from a property that is not a place of residence, we may terminate this agreement if your annual consumption of electricity at that property exceeds 100 MWh.
- 2.4 You are only entitled to credit for one Qualifying Solar Energy Generating Facility per premises and will not be eligible for other feed-in-tariffs at the same time as receiving a credit under this agreement.
- 2.5 This contract is conditional on you providing us with the details of your principal place of residence.
- 2.6 If we determine that you are not eligible for a Premium Solar Feed-in Credit, we will contact you to let you know of any other options you may have.

3. CONNECTION OF YOUR FACILITY

- 3.1 If requested by you, we will make a request to the Distributor to connect your Qualifying Solar Energy Generating Facility to the Energy Distribution System as soon as practicable after you satisfy the requirements of the Retail Energy Code. The request to the Distributor will include details of any necessary metering.
- 3.2 We will make the request to the Distributor by no later than the next business day after receiving from you all documentation required under the *Electricity Safety Act 1998* and all documentation reasonably required by us or the Distributor.

4. METER READING

- 4.1 We will base a Premium Solar Feed-in Tariff Credit on a reading of your NEM-compliant meter that records the supply of electricity from you to the Energy Distribution System, and in any event, we will use our best endeavours to ensure that the meter is read at least once in any 12-month period.
- 4.2 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 you to the distribution system, for the purpose of reading the meter and for connection, disconnection, reconnection, maintenance, and repair. The person who requires access must carry or wear official identification and on request will show that identification to you.
- 4.3 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 applicable regulatory instruments.
- 4.4 If you request us to, we will review any credits applied to your account as required by the Energy Retail Code.
- 4.5 If we over-credit or under-credit you for the electricity supplied by you back into the grid, we will rectify this error as required by the Energy Retail Code.

5. PREMIUM SOLAR FEED-IN CREDIT

- 5.1 If you qualify for the Premium Feed-in Credit, we agree to credit you for the electricity you supply back into the grid at a rate no less than \$0.60 per kilowatt-hour of generation or as is otherwise required by the Relevant section of the Act and in accordance with the requirements of the Act.
- 5.2 The credits for the electricity you supply will appear on the bill that we send to you under your Contract. We will credit you for the electricity you supply back into the grid at the same frequency as we bill you for the electricity you purchase under the Contract.
- 5.3 If, during the Premium Solar Feed-in Tariff Period, a Premium Solar Feed-in Credit exceeds the amount owed by you for electricity supplied to you in that period of supply, the excess Premium Solar Feed-in Credit amount will be:
 - (a) credited against the charges payable to us by you for electricity we have will supply to you in the next period of supply of electricity to that customer; and
 - (b) included in your electricity bill that relates to that period of supply of electricity.
- 5.4 Any excess Premium Solar Feed-in Credit amount referred to in paragraph 5.3 is extinguished on the first of the following to occur:
 - (a) the day that is 12 months after the day the first credit arises;
 - (b) the date on which your Contract ends; or
 - (c) the date on which the Scheme ends.

6. FORCE MAJEURE

- 6.1 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 only, the breach will be dealt with in accordance with clause 18 of the Energy Retail Code.

7. TERMINATION

- 7.1 If the Contract is ended by either party, this agreement automatically terminates at the same time.
- 7.2 If you are a Qualifying Customer, we may terminate this agreement on the fifteenth anniversary of the scheme start day, as defined in the Act. Otherwise, we may not terminate this agreement unless you and we enter into a new feed-in agreement or if you have transferred to another retailer in respect of your premises.
- 7.3 If there are any credits owing to you when this agreement ends, we will pay you the equivalent amount.

8. TAXES

- 8.1 You must provide a valid ABN to us at the time you enter into this agreement if any Solar Feed-in Credit or we pay you under this agreement is in the course or furtherance of an Enterprise, including a business, that you carry on in Australia.
- 8.2 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.
- 8.3 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.
- 8.4 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 8.

9. CHANGING THIS AGREEMENT

- 9.1 This agreement can be varied:
- (a) by us publishing an amendment or replacement agreement in accordance with the Act;
 - (b) by agreement in writing between you and us; or
 - (c) by notice from us to you where we reasonably believe the variation is needed in connection with a change in the Regulatory Requirements.

10. DEFINITIONS

10.1 The following definitions apply in this agreement:

Act means the *Electricity Industry Act 2000* (VIC).

Contract means the agreement between you and Energy Locals for the supply of electricity.

Distributor means the licensed electricity distributor responsible to supply electricity to Your Premises pursuant to the Act.

Energy Distribution System means the Distributor's distribution system.

Energy Retail Code means the Code of that name passed under Act and published by the Essential Services Commission.

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

Premium Solar Feed-in Tariff Period means the period commencing on the scheme start day (as

defined in the Act) and ending on the earlier of the fifteenth anniversary.

Premium Solar Feed-in Credit has the meaning given by section 40FA(2)(a) of the Act.

Qualifying Customer means a person who:

- (d) purchases electricity for Energy Locals; and
- (e) engages in the generation of electricity:
 - (i) at a property that the person occupies as their principal place of residence by means of one qualifying solar energy generating facility at the property; or
 - (ii) at one or more properties:
 - (A) that the person occupies, otherwise than as a place of residence, by means of one qualifying solar energy generating facility at each of those properties; and
 - (B) at which the person's annual consumption rate of electricity is 100 megawatt hours or less; and
- (f) has been exempted from the requirement to hold a licence in respect of the generation of electricity for supply and sale.

NEM-Compliant Meter means a meter which is compliant with the Australian Energy Market Operator (**AEMO**) Metrology Procedure as published on the AEMO website from time to time

Qualifying solar energy generating facility means a photovoltaic generation facility that:

- (a) has an installed or name-plate generating capacity of 5 kilowatts or less; and
- (b) is connected to a distribution system.



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