



# SOLAR FEED-IN TERMS AND CONDITIONS (VIC)

Energy Locals Pty Ltd

[energylocals.com.au](http://energylocals.com.au)

## SOLAR FEED-IN TERMS AND CONDITIONS (VIC)

---

### 1. About these terms

- 1.1 This agreement outlines the terms on which we will provide you with a Feed-In Tariff for electricity fed into the grid by a Generation Facility.
- 1.2 This agreement applies to you if you are a Qualifying Customer and meet all eligibility requirements set out in section 3 below.

### 2. Scope of the agreement

- 2.1 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 (referred to herein as 'you' or 'your').
- 2.2 Where these terms and conditions apply, they will form part of your market retail contract (**Retail Contract**) with us.
- 2.3 To the extent of any inconsistency with these terms and conditions and the Retail Contract, the terms and conditions of the Retail Contract will prevail.
- 2.4 Capitalised terms used in the agreement are defined in clause 13.
- 2.5 This agreement does not cover the purchase of any Renewable Energy Certificates created as result of your Generation Facility.
- 2.6 This agreement does not commence until we are satisfied that you meet the eligibility requirements and any applicable Regulatory Requirements have been met.
- 2.7 This agreement is also conditional on you providing consent to enter into this agreement.

### 3. Eligibility for Feed-In Tariff

- 3.1 Subject to the terms of this agreement, to be eligible for a Feed-In Tariff, you must be a Qualifying Customer with a Generation Facility supplying energy back to the grid and any other eligibility criteria for the Feed-In Tariff as set out on our website.
- 3.2 If we determine that you are not eligible for the Feed-In Tariff, we will contact you to let you know of any other options you may have.

### 4. Connection of your Generation Facility

- 4.1 If requested by you, we will make a request to the Distributor to connect your Generation 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.
- 4.2 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* (Vic) and all documentation reasonably required by us or the Distributor.
- 4.3 You must pay all charges that we incur in relation to the connection, disconnection, or reconnection of the Generation Facility to the Energy Distribution System, and the operation or metering of the Generation Facility. We may deduct any charges from any Feed-In Tariff Credit owed to you on your next electricity bill.

### 5. Credit for electricity supplied

- 5.1 If you qualify for the Feed-In Tariff, we agree to provide you with a Feed-In Credit for the electricity you supply back to the grid at a rate no less than the rate(s) per kilowatt hour of generation determined by the Essential Services Commission for the relevant period, or as is otherwise required by the relevant section of the Act, and in accordance with the requirements of that Act.
- 5.2 The rate for the Feed-in Tariff is subject to change and will be published on our website.
- 5.3 The Feed-In Credits for the electricity you supply will appear on the bill that we send to you under your Retail Contract.
- 5.4 Subject to Regulatory Requirements, if a Feed-in Credit exceeds the amount owed by you for electricity supplied to you in that period of supply, the excess Feed-in Credit amount will be:
  - (a) credited against the charges payable to us by you for electricity we will supply to you in the next period of supply of electricity; and
  - (b) included in your electricity bill that relates to that period of supply of electricity.
- 5.5 You are only entitled to a Feed-In Credit for one Generation Facility per premises and will not be eligible for other Feed-In Tariffs at the same time as receiving a Feed-In Credit under this agreement.

### 6. Meter reading

- 6.1 We will base your Feed-In Credit on a reading of your NEM-compliant meter that records the supply of electricity from you to the Energy Distribution System.
- 6.2 You must allow us, the Responsible Person (or the Responsible Person's representative) safe, convenient, and unhindered access to your 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.
- 6.3 The person who requires access will carry or wear official identification and on request will show that identification to you.
- 6.4 If we are not able to credit your account based on the reading of the meter, we will not make a Feed-In Credit unless the relevant Distributor estimates the generation in accordance with applicable Regulatory Requirements.
- 6.5 If you request us to, we will review any Feed-In Credits applied to your account as required by the Energy Retail Code.
- 6.6 If we over-credit or under-credit you for the electricity supplied by your Generation Facility, we will rectify this error as required by the Energy Retail Code.

### 7. Force Majeure

- 7.1 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 your Retail Contract.

## 8. Termination

- 8.1 If the Retail Contract is ended by either party, this agreement automatically terminates at the same time.
- 8.2 This agreement may also be terminated by Energy Locals if you no longer satisfy the eligibility requirements as a Qualifying Customer.
- 8.3 If there are any Feed-In Credits owing to you when this agreement ends, we will pay you the equivalent amount.

## 9. GST

- 9.1 We will increase any credit we provide you in respect of your supply of electricity exported to the grid by your Generation Facility by an amount required to cover any GST payable on the supply if:
  - (a) the supply of electricity generated is considered a taxable supply under the GST Act, and
  - (b) you have provided us with your ABN and all evidence we reasonably require to establish that the supply is a taxable supply, and
  - (c) you have issued us with a valid tax invoice.
- 9.2 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.
- 9.3 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.
- 9.4 Where you do not provide us with your ABN, you warrant that your generation of electricity is for private and domestic purposes and not related to any business enterprise carried on by you.
- 9.5 Upon request, you must complete a No ABN Withholding Declaration.
- 9.6 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 9.

## 10. Changes to this agreement

- 10.1 Subject to Regulatory Requirements, 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.
- 10.2 If we amend the agreement, we will give you notice of the changes in accordance with any applicable Regulatory Requirements.
- 10.3 If there is a change to the Feed-in Tariff, we will provide you with notice in accordance with Regulatory Requirements.

## 11. Your obligations

- 11.1 You are responsible for the Generation Facility and must obtain and maintain all necessary licences, permits or

approvals required under Regulatory Requirements or as directed by the Distributor for you to generate electricity through the Generation Facility.

- 11.2 You must notify us of any changes to the Generation Facility which may impact your eligibility as a Qualifying Customer.

## 12. General

- 12.1 If any term or clause of this agreement, or the Retail Contract is or becomes invalid or is unenforceable, then the other terms will remain valid and will be unaffected for the duration of this agreement.
- 12.2 If we do not exercise our rights under this agreement, it will not constitute a waiver of those rights.

## 13. Definitions

- 13.1 The following definitions apply in this agreement:

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

**Business Day** means any day that isn't Saturday, Sunday, or a gazetted public holiday at the location of the Supply Address.

**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.

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

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

**Feed-In Tariff** means a tariff payable, by a Feed-In Credit, to a Qualifying Customer for generating electricity which is exported back to the grid.

**Feed-in Credit** has the meaning of general renewable energy credit under by section 40FB(2)(a) of the Act.

**GST** has the meaning given in the GST Act (*A New Tax System (Goods and Services Tax) Act 1999* (Cth)).

**Generation Facility** means a small renewable energy generation facility as defined in section 40F of the Act that:

- (a) is connected to an Energy Distribution System;
- (b) generates electricity by converting solar energy into electricity; and
- (c) has an installed or name-plate generating capacity of less than 100 kilowatts.

**Qualifying Customer** means a person who:

- (a) purchases electricity from Energy Locals; and
- (b) engages in the generation of electricity:
  - (i) at a property that the person occupies as their principal place of residence by means of one Generation 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 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
- (c) 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.

**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 including the Victorian Energy Retail Code of Practice, the Act and the *Electricity Safety Act 1998* (Vic).

**Responsible Person** means the person/ entity who has responsibility for meter reading for a particular connection point, being either the relevant retailer or Distributor.

**Retail Contract** means a Market Retail Contract, or a Standard Retail Contract with us, as the context requires.

**Small Customer** means a residential customer, or a business customer that uses electricity at or below a level specified in the Act.

**We** or **us** means Energy Locals Pty Ltd.

**You** means the customer.



Energy Locals Pty Ltd  
ABN 23 606 408 879

Level 1, 165 Cremorne St,  
Richmond VIC 3121

1300 693 637  
hello@energylocals.com.au

[energylocals.com.au](http://energylocals.com.au)