

# VICTORIAN PREMIUM SOLAR ENERGY BUY BACK TERMS AND CONDITIONS

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**Australian Power & Gas**  
*simply smarter energy*

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# Victorian Premium Solar Energy Buy Back Terms and Conditions.

## 1. Sale of Solar Energy

- 1.1 This Contract governs the sale by You, a Qualifying Customer, of solar energy generated by Your System at the Premises to Us and does not include the purchase by Us of any renewable energy certificates (as defined in the *Renewable Energy (Electricity) Act 2000 (Cth)*) created by Your System. This Contract comprises the Application Form and these Terms and Conditions.
- 1.2 For the avoidance of doubt, this Contract does not govern the purchase of electricity at the Premises by You from Us and does not vary the terms of Your Energy Contract.

## 2. Term of this Contract

- 2.1 The date this Contract will commence will depend on when Your System and the necessary metering equipment are installed at the Premises and are ready to export solar energy to the Energy Distribution System. The commencement date of this Contract will be confirmed in the Acknowledgement Letter You receive from Us.
- 2.2 This Contract continues in force until it is cancelled in accordance with clause 8.

## 3. Connection and Metering

- 3.1 We do not control the physical delivery of electricity to and from Your Premises. An Energy Distributor is responsible for the physical delivery of electricity to and from the Premises. We will, on Your request, request the Energy Distributor to connect Your System to the Energy Distribution System as soon as practicable. We will make the request, which will include details of any necessary metering, no later than the next business day after receiving from You all documentation as required under the *Electricity Safety Act 1998 (Vic)*, or as reasonably required by Us or the Energy Distributor, including any details of appropriate network tariff reassignment.
- 3.2 You must pay all costs associated with the supply, installation and connection of any equipment that needs to be installed, serviced or maintained on the Premises, as determined by Us, for the purposes of this Contract. Any such equipment is the property of the metering provider.
- 3.3 We shall read the meter as part of the meter reading procedures applicable under Your Energy Contract.
- 3.4 Your obligations under Your Energy Contract with respect to meters and access to meters also apply under this Contract to the meter.
- 3.5 You must provide safe and secure space for the installation and operation of any equipment installed under clause 3.2.

## 4. Your System

- 4.1 Your System may be disconnected from the Energy Distribution System for operational reasons or for planned maintenance at times determined by the Energy Distributor. We have no control over Energy Distributor-initiated disconnections and take no responsibility and have no liability for such disconnections.
- 4.2 We will only purchase solar energy actually received and measured on the meter. We have no obligation to pay or compensate You for any solar energy exported from Your System that is rejected by the Energy Distribution System for any reason. We will notify You as soon as practicable after We become aware of any inability of the Energy Distribution System to accept solar energy generated by Your System.
- 4.3 You must notify Us within 14 business days if the photovoltaic generating capacity of Your System exceeds 5 kilowatts.

## 5. Your additional obligations

- 5.1 You and Your System (including its installation and connections) must comply with the requirements of the Energy Distributor, Your connection contract with the Energy Distributor and any relevant regulatory requirements and Australian Standards.
- 5.2 You must:
  - (a) obtain and maintain all necessary licences, permits and/or approvals from all relevant authorities (including building and planning approvals) required for You to generate solar energy;
  - (b) maintain Your System (and all associated equipment) in good working and reliable order and available for export of solar energy to the Energy Distribution System; and
  - (c) obtain prior written consent of the Energy Distributor and Us prior to making any changes to Your System (including operational, structural and functional changes), including any changes in Your System generation capacity or the export capacity.

## 6. What We pay You for Your solar energy

- 6.1 We will purchase solar energy generated by Your System from You in accordance with clause 4.2 at the Premium Solar Tariff.
- 6.2 You must pay Us any fees and charges relating to connection services, disconnection, metering services or contract cancellation. We will notify You of the amount of these fees on Your request, prior to entering into this Contract.
- 6.3 From time to time, government or Energy Distributors or other industry participants may impose on Us new or increased charges or taxes relating to the purchase of solar energy by Us under this Contract. Consistent with the law, We may pass the liability for these charges or taxes onto You by providing You notice of any changes as soon as possible and, in any event, no later than the next energy account issued under clause 7.1. All such charges or taxes will be included in the energy account issued under clause 7.1 and be payable to Us.
- 6.4 Subject to clause 7.8, if You have quoted Your ABN on the Application Form, We will be credit You for GST on any taxable supply (as defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth)) to Us under this Contract.

## 7. Billing and Payment

- 7.1 We will set out, in Your energy account issued under Your Energy Contract, the credit amounts applied by Us for the purchase of solar energy exported from Your System. Subject to clause the amount of solar energy exported will be based on meter readings of the meter. We will use Our best endeavours to ensure that the meter is read at least once in any 12 month period.
- 7.2 On the energy account issued pursuant to clause 7.1, We will, subject to clause 7.8, credit all amounts payable by Us to You for the purchase of solar energy exported from Your System to the Energy Distribution System as recorded on the meter.
- 7.3 We may estimate accounts (including debits and credits) in accordance with the provisions of Your Energy Contract or any applicable law where the meter is faulty or consumption and energy flows (including import and export) are not properly recorded.
- 7.4 If We bill You to make up overcrediting You for solar energy exported from Your System, We are to proceed on the basis set out in clause 6.2 of the Energy Retail Code.
- 7.5 If We have under credited You for solar energy exported from Your System under this Contract, We will credit the credit the amount undercredited to Your next energy account issued pursuant to clause 7.1, after We become aware of the under crediting and We will proceed on the basis specified in clause 6.3 of the Energy Retail Code.
- 7.6 If You disagree with Your energy account, You have the same rights to request Us to review Your energy account as under Your Energy Contract. We will also review a solar energy credit

at Your request, to be conducted on the same basis specified in clause 6.1 of the Energy Retail Code.

- 7.7 You may also request We check Your meter or meter readings. If You make such a request, You will need to pay to Us the fees for checking Your meter or meter readings.
- 7.8 We are not required to pay You an amount equal to any GST paid or payable by You in respect of the taxable supply, until You issue Us with a valid tax invoice (as required under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth)) for the taxable supply.

## 8. Cancellation

- 8.1 You may cancel this Contract at any time, by notifying Us in writing. If this Contract is for a fixed term and You cancel it before the expiry of the fixed term, We may charge You a Contract cancellation fee, which is set out in the Acknowledgement Letter.
- 8.2 Despite the notice period in clause 8.1, if You cancel this Contract, the cancellation does not become effective until:
- (a) the expiry of any cooling-off period in respect of a new contract for Our purchase of the solar energy generated by Your System;
  - (b) the date when another retailer becomes responsible to purchase from You the solar energy generated by Your System;
  - (c) the date when another retailer becomes responsible to sell You electricity to the Premises; or
  - (d) if Your Premises is disconnected from the Energy Distribution System, the date when You no longer have a right under the Energy Retail Code to be reconnected, whichever occurs last.
- 8.3 We may cancel this Contract if:
- (a) You and We enter into a new contract for Our purchase of solar energy generated by Your System;
  - (b) You have transferred to another retailer in respect of the Premises;
  - (c) Your System's photovoltaic generating capacity exceeds 5 kilowatts;
  - (e) You are no longer a Qualifying Customer; or
  - (f) the fifteenth anniversary of the Scheme commencement date has been reached.
- 8.4 If this Contract is for a fixed term, We will notify You no more than two months, and no less than one month, before the end of the fixed term of:
- (a) the date that this Contract is due to expire;
  - (b) the options available to You; and
  - (c) the terms and conditions that will apply after the end of the fixed term if You do not exercise any other option.
- 8.5 If this Contract is for a fixed term, this Contract will continue after the end of the fixed term on the terms and conditions specified by Us, provided that the terms and conditions have taken effect in accordance with section 40H of the *Electricity Industry Act 2000* (Vic).
- 8.6 If You fail to comply with any of Your obligations under this Contract, We may give You written notice requiring You to cure the default and if You fail to cure the default within the time specified by Us, We may cancel this Contract by giving You 10 business days notice in writing. We may charge You an amount if You fail to comply with any of Your obligations under this Contract.
- 8.7 If this Contract is cancelled under this clause 8, You must ensure that no solar energy is exported to the Energy Distribution System from Your System or the Premises. We may take appropriate action (including arranging for the disconnection of the meter) to ensure that no solar energy is exported from the Premises.

- 8.8 Subject to clause 7.8, any credit (Excess Credit) that remains to be applied by Us on cancellation of this Contract will be credited to the next energy account issued under Your Energy Contract, if Your Energy Contract is still in place at the time of cancellation of this Contract.
- 8.9 Any Excess Credit accrued under clause 8.8 will be extinguished, and Your entitlement to the Excess Credit ceases, on the first of the following dates:
- (a) 12 months after the date the credit first arises;
  - (b) the date Your Energy Contract ends; or
  - (c) the date the Scheme ends.
- 8.10 For the avoidance of doubt, cancellation of this Contract does not cancel Your Energy Contract.

## 9. Liability

- 9.1 You are responsible for Your System and its use. You agree that We will not be liable for any loss, damage or injury that may be caused by Your System or its use.
- 9.2 You must install adequate protection devices to protect Your System from faults (including without limitation, power surges) on the Energy Distribution System. We will not accept liability for any loss or damage to Your System or for any injury.
- 9.3 We are not responsible for any act, omission, default or negligence of any third party including the Energy Distributor.
- 9.4 You agree to:
- (a) release Us from any and all liability to You, including where that liability arises from a claim brought by You against the Energy Distributor, in respect of losses, costs and damages suffered by You, including without limitation, a failure resulting from the negligence of an Energy Distributor; and
  - (b) indemnify Us in respect of any liability that We have to any Energy Distributor or a third party for liabilities, losses, costs and damages suffered or incurred by that Energy Distributor or third party as a result of the solar energy supplied by You under this Contract.

## 10. Force Majeure

- 10.1 Your obligations under this Contract are suspended to the extent that they are affected by a Force Majeure Event for so long as the Force Majeure Event continues. You must give Us prompt notice of a Force Majeure Event including full particulars of the Force Majeure Event, an estimate of its likely duration, the obligations affected by it and the extent of its effect on those obligations and the steps taken to remove, overcome or minimise its effects. We will use Our best endeavours to provide You notice of the full particulars of the Force Majeure Event.

## 11. Information and complaints handling

- 11.1 We will, on Your request, provide You with reasonable information on any Our offers to purchase the solar energy generated by Your System. This information will be given to You within 10 business days of Your request, and if You request it, in writing.
- 11.2 We will retain payment and data information relating to this Contract for a period of no less than two years. We will handle Your request for historical information relating to this Contract in the same manner as a request for historical information relating to Your Energy Contract and in accordance with clause 27.2 of the Energy Retail Code.
- 11.3 We have procedures in place dealing with customer complaints and enquiries. We will handle any complaints made by You in accordance with the Australian Standard 10002–2006.

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- 11.4 When We respond to a complaint made by You, We will inform You that You have a right to raise Your complaint to a higher level within Our management structure and, if You have done so and are still not satisfied with Our response, that You can refer Your complaint to the Energy and Water Ombudsman (Victoria). If requested, We will provide You with details of the Energy and Water Ombudsman (Victoria) in writing.
- 11.5 You must inform Us as soon as possible of any relevant change to Your contact details.

## **12. Other things You should know about this Contract**

- 12.1 Unless otherwise stated in this Contract, a notice, consent, document or other communication given by Us under this Contract must be in writing and given by hand, by fax, by mail or by email.
- 12.2 Nothing contained in this Contract shall in any way limit the operation or effect of (including Our rights and obligations under) any Act or regulation including the Energy Laws. You agree that We may vary this Contract to account for any amendments to or application of the Energy Laws. If this happens, We will provide You with written notice of the variations to this Contract.
- 12.3 You may not assign this Contract to any person unless You have received Our explicit written consent. We may only assign this Contract 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.
- 12.4 Unless otherwise agreed under this Contract, this Contract can only be varied by You and Us agreeing to the variations or changes in writing.
- 12.5 If the whole or part of any of this Contract is void, unenforceable or illegal, it is severed to the extent of that the Contract is void, unenforceable or illegal, and the remainder of the Contract has full force and effect.
- 12.6 This Contract is governed by and is to be construed in accordance with the laws applicable in Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.
- 12.7 The Energy Retail Code applies to this Contract to the greatest extent possible and with minimum changes. To the extent that there is an inconsistency between this Contract and the Energy Retail Code, the Energy Retail Code prevails to the extent of the inconsistency.
- 12.8 Clauses 8.8, 8.9 and 9 survive cancellation of this Contract.

### 13. Glossary of terms used in this Contract

13.1 Unless otherwise defined in this Contract or Your Energy Contract, terms defined in the Energy Laws and used in this Contract have the same meaning in this Contract.

13.2 The following terms are defined in this Contract:

**Acknowledgement Letter** means the letter You receive from Us confirming this Contract.

**Application Form** means the form entitled "Premium Solar Energy Buy-Back Application Form" submitted by You and accepted by Us and forming part of this Contract.

**Commission** means the Essential Services Commission of Victoria.

**Contract** comprises the Application Form and these Terms and Conditions.

**Energy Contract means** a contract for the sale and supply of electricity by Us to You at the Premises.

**Energy Distribution System** means the Energy Distributor's distribution system.

**Energy Distributor** means a person who holds a distribution licence under the *Electricity Industry Act 2000* (Vic).

**Energy Laws** means the *Electricity Industry Act 2000* (Vic), *Electricity Industry Amendment (Premium Solar Feed-in Tariff) Act 2009* (Vic) and the instruments passed under it including Regulations and the Energy Retail Code.

**Energy Retail Code** means the Energy Retail Code passed under the *Electricity Industry Act 2000* (Vic).

**Force Majeure Event** means an event outside the control of You or Us.

**Premises** mean the premises nominated in the Application Form and if You are a residential householder, the Premises must be Your principal place of residence.

**Premium Solar Tariff** means the minimum premium solar feed-in credit, on a per kilo-watt hour basis, set under the *Electricity Industry Act 2000* (Vic). For the avoidance of doubt, the Premium Solar Tariff is at 1 November 2009 \$0.60 per kilo-watt hour (GST inclusive) as introduced by the *Electricity Industry Amendment (Premium Solar Feed-in Tariff) Act 2009* (Vic).

**Qualifying Customer** means a qualifying customer as the term is defined in the *Electricity Industry Act 2000* (Vic) (amended by the *Electricity Industry Amendment (Premium Solar Feed-in Tariff) Act 2009* (Vic)).

**Scheme** means the premium solar feed-in credit scheme introduced by the *Electricity Industry Amendment (Premium Solar Feed-in Tariff) Act 2009* (Vic).

**We, Us or Our** means Australian Power & Gas Pty Limited ABN 26 118 609 813.

**You or Your** means the Qualifying Customer who is the owner of Your System and a party to the Energy Contract.

**Your System** means a qualifying solar energy generation facility as defined in the *Electricity Industry Act 2000* (Vic) (as amended by *Electricity Industry Amendment (Premium Solar Feed-in Tariff) Act 2009* (Vic)) as compliant with relevant regulatory requirements and Australian Standards as determined by Us or the Energy Distributor from time to time.

# VICTORIAN PREMIUM SOLAR ENERGY BUY BACK

APPLICATION FORM

Complete this form in pen in CAPITALS and return to Australian Power & Gas, Locked Bag 5004, Royal Exchange, Sydney NSW 2000. Please note, the name and other details given on this form must be the same as those that appear on Your Energy Contract with Australian Power & Gas.

Name

Title

First name

Surname

ABN

Your electricity  
account number

(for GST purposes, leave blank if not applicable and refer to paragraph 4 of declaration)

Premises

(of solar energy generator/system)

National Meter  
Identifier (NMI)

(You'll find your NMI in the top right corner of the back of your electricity account)

Postal Address

(if different from premises address shown above)

Contact number

Email address

## COMMENCEMENT DATE OF YOUR VICTORIAN PREMIUM SOLAR ENERGY BUY BACK CONTRACT

Please tick one of the following:

- As soon as possible after we receive your Application Form and have confirmed that your meter is eligible for the Victorian Premium Solar Energy Buy Back Contract. A special meter read will be ordered and a fee of approximately \$20 to \$33, inclusive of GST and depending on your network area, will be charged to your electricity account issued under your electricity contract with us. On the date the special read is completed, we will commence your Victorian Premium Solar Energy Buy Back Contract.
- On the next scheduled read after the date we have confirmed that your meter is currently eligible for the Victoria Premium Solar Energy Buy Back Contract. No special read fee is applicable. Scheduled meter reads usually take place every three months, if access is available to your meter. The next scheduled read date is displayed on the top right corner of your electricity account issued under your electricity contract with us.

## LOCAL NETWORK DISTRIBUTOR CHECKLIST (where you don't have an eligible Victorian Premium Solar Energy meter)

You (or your electrician/solar installer) will need to send us:

- This Victorian Premium Solar Energy Buy Back Application Form with all details completed;
- Electrical Work Request (EWR) with all details completed and, if you have it, a copy of your Certificate of Electricity Safety (CES or COES);
- Your completed 'Network Agreement', which covers your right to export electricity into your local distributor's network. Note: if you have already sent this directly to your distributor please let us know as we cannot request your meter installation until the network distributor has this agreement; and
- Meter Approval Letter – only required if you are located in the SP Ausnet Network Distribution Area. Once SP Ausnet has received (and approved) your Network Agreement, they will send you a Meter Approval letter. Please send us a copy of this once you receive it as we cannot arrange for the meter installation until we know you have this).

# VICTORIAN PREMIUM SOLAR ENERGY BUY BACK

APPLICATION FORM

## METER INSTALLATION COSTS BY NETWORK DISTRIBUTION AREA

(from 1 January 2010, where you do not have an eligible Victorian Premium Solar Energy meter)

| Distribution Network Area       | Item   | Amount (incl. GST) | Billed to customer by: |
|---------------------------------|--|--------------------|------------------------|
| Citipower (NMI 6102 nnnnnn)     | <b>Project fee</b>   | \$160.60           | Distributor            |
|                                 | <b>Connection – Service Truck Fee*</b><br><small>* Higher fees apply for after hours appointments. Refer to: <a href="http://www.powercor.com.au/Electricity_Networks/CitiPower_Network/CitiPower_-_Connections/CitiPower_-_Connecting_Generators/">www.powercor.com.au/Electricity_Networks/CitiPower_Network/CitiPower_-_Connections/CitiPower_-_Connecting_Generators/</a></small>                                | \$175.80           | Retailer               |
| Jemena (NMI 6001 nnnnnn)        | <b>Service Vehicle Visit – within Business Hours*</b>  | \$196.40           | Retailer               |
|                                 | <b>Service Vehicle Visit – After Hours*</b><br><small>* Higher fees may apply for multi-phase metering. Refer to: <a href="http://www.jemena.com.au/operations/distribution/JEN/embeddedGenerationInverter.aspx">www.jemena.com.au/operations/distribution/JEN/embeddedGenerationInverter.aspx</a></small>   | \$246.90           | Retailer               |
| PowerCor (NMI 6203 nnnnnn)      | <b>Project fee</b>   | \$160.60           | Distributor            |
|                                 | <b>Connection – Service Truck Fee*</b><br><small>* Higher fees apply for after hours appointments. Refer to: <a href="http://www.powercor.com.au/Electricity_Networks/Powercor_Network/Powercor_-_Connections/Powercor_-_Connecting_Generators/">www.powercor.com.au/Electricity_Networks/Powercor_Network/Powercor_-_Connections/Powercor_-_Connecting_Generators/</a></small>                                      | \$170.20           | Retailer               |
| SP Ausnet (NMI 6305 nnnnnn)     | <b>Low Voltage Meter Conversion (Type 6 to Type 5) – installation charge single phase meter only*</b><br><small>* Higher charges apply for three phase meters. Refer to: <a href="http://www.sp-ausnet.com.au/CA2575630006F222/Lookup/Tariffs/\$file/30-2251Standard%20Services%20010109.pdf">http://www.sp-ausnet.com.au/CA2575630006F222/Lookup/Tariffs/\$file/30-2251Standard%20Services%20010109.pdf</a></small> | \$131.31           | Retailer               |
| United Energy (NMI 6407 nnnnnn) | <b>Service (or 'Truck') Appointment – within Business Hours – first 30 mins</b>  | \$109.75           | Retailer               |
|                                 | <b>Service (or 'Truck') Appointment – within Business Hours – each additional 15 mins</b>  | \$27.40            | Retailer               |
|                                 | <b>Service (or 'Truck') Appointment – outside Business Hours – first 30 mins</b>   | \$636.55           | Retailer               |
|                                 | <b>Service (or 'Truck') Appointment – outside Business Hours – each additional 15 mins</b>   | \$49.35            | Retailer               |

Notes: If considerable time is required between connection and disconnection of supply it will be necessary to arrange for two truck appointments and fees are incurred for each.

## DECLARATION

By signing this Victorian Premium Solar Energy Buy Back Application Form You, the customer detailed in this Victorian Premium Solar Energy Buy Back Application Form:

1. acknowledge that the Contract is not formed until You have submitted to Us and We have accepted this Victorian Premium Solar Energy Buy Back Application Form. We will notify You of Our acceptance of this Victorian Premium Solar Energy Buy Back Application Form in writing;
2. acknowledge that You have been provided with the Victorian Premium Solar Energy Buy Back Terms and Conditions and that this document, together with this Victorian Premium Solar Energy Buy Back Application Form, comprise the Contract;
3. acknowledge that You have been provided with reasonable opportunity to consider the Contract and accept and agree to be bound by the terms and conditions of the Contract; and
4. acknowledge that, if You have not quoted an ABN on this Application Form, You are not required to quote an ABN to Us for the current and future supply of goods or services under the Contract (and GST is not applicable under the Contract) because at least one of the following:
  - (a) the purchase by Us of solar energy from You under the Contract is not in the course of You carrying on an enterprise in Australia;
  - (b) the sale of solar energy by You to Us is wholly of a private or domestic nature; and/or
  - (c) you are not entitled to an ABN as You are not carrying on an enterprise in Australia;and that you may be liable for a penalty if you deliberately make a false and misleading statement in relation to this;
5. acknowledge that the metering configuration at Your premises must be compliant with the Energy Laws;
6. acknowledge that if the metering configuration at Your premises is not compliant with the Energy Laws, You are required to make the necessary changes before this Contract can commence and You are responsible for any fees associated with making such changes; and
7. acknowledge that if You are currently entitled to controlled load off peak hot water/ heating or the climate saver tariff at Your premises, You may permanently lose this entitlement at the commencement of this Contract at the decision of Your local distributor.

Signature

Date