



TERMS AND CONDITIONS

TRANSITIONAL
FEED-IN TARIFF CONTRACT

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1. INTRODUCTION

- 1.1 This agreement is about the purchase of solar electricity by us for the term of this agreement.
- 1.2 You are eligible to enter into this agreement with us if you are an eligible customer. You may be an eligible customer if:
- (a) you have a supply agreement with us in relation to the supply address and we have up to date information under clause 1(c) of the Code;
 - (b) you have only one generator at the supply address;
 - (c) the supply address has been assigned with the relevant NMI tariff code and is eligible for the relevant feed-in tariff; and
 - (d) you are able supply us with solar electricity.
- Where you are a residential customer this will mean (amongst other things) that the generator will have an installed or name-plate generating capacity of 5 kilowatts or less and be installed at your principal place of residence. Where the supply address is not your principal place of residence you must have an annual consumption rate of electricity of 100 megawatt hours or less.
- 1.3 More information about this agreement and other matters can be found at www.peopleenergy.com.au.

2. PARTIES

This agreement is between:

- 2.1 People Energy Pty Ltd ACN 159 727 401, who credits your account with feed-in credits (in this agreement referred to as **we, our or us**); and
- 2.2 You, the eligible customer to whom this agreement applies (in this agreement referred to as **you or your**).

3. WHAT ARE THE TERMS AND CONDITIONS OF THIS AGREEMENT?

- 3.1 This document sets out our terms and conditions for a solar feed-in agreement for an eligible customer.

- 3.2 Your agreement with us consists of these terms and conditions and the information set out in your welcome letter.

4. WHAT IS THE TERM OF THIS AGREEMENT?

4.1 When does this agreement start?

This agreement starts when:

- (a) all of the eligibility criteria set out in clause 1.2 are met;
- (b) your distributor confirms with us that you are connected to their network and that you have complied with all of their requirements;
- (c) your generator has been connected to the distributor's distribution system and the distributor has advised us that your NMI has been assigned the relevant network tariff code; and
- (d) you have provided us with your explicit informed consent to enter into this agreement.

4.2 When does this agreement end?

4.2.1 This agreement ends:

- (a) if the supply agreement expires or is terminated by either party to this agreement – automatically on the expiry or termination of the supply agreement;
- (b) if you are no longer an eligible customer (including where you move from the supply address to a premises that is not eligible for the feed-in tariff) – on the date you cease to be an eligible customer;
- (c) if we both agree to a date to end the agreement – on the date that is agreed;
- (d) if you add additional solar panels or otherwise boost the generating capacity of your generator – on the date that the additional solar panels or capacity are installed; or
- (e) if you wish to terminate this agreement – on the date which you notify us to terminate the agreement.

4.2.2 Subject to this clause 4.2, this agreement will expire at the end of the tariff period (**term**).

- 4.2.3 Unless otherwise authorised under clause 4.2, we may not terminate this agreement unless we both agree to enter into a new solar feed-in agreement or you have transferred to another retailer for the supply of electricity to the supply address.
- 4.2.4 Termination of this agreement will only become effective:
- (a) if you enter into a new solar feed-in agreement with us – after the expiry of any cooling off period in respect of that new contract;
 - (b) if you enter into a solar feed-in agreement with a different retailer – when that other retailer becomes responsible for the solar feed-in agreement; or
 - (c) if the supply address is disconnected from the distributor's distribution system and we are provided with satisfactory documentation or other confirmation that this has occurred – when there is no longer any right of reconnection under the Code.

5. SCOPE OF THIS AGREEMENT

5.1 What is covered by this agreement?

- 5.1.1 Under this agreement, we agree to credit your feed-in credits against charges payable by you under your supply agreement for the relevant billing cycle. We also agree to meet our other obligations set out in this agreement and to comply with the energy laws.
- 5.1.2 In return, you agree to:
- (a) supply us with solar electricity; and
 - (b) meet your obligations under this agreement and the energy laws

5.2 What is not covered by this agreement?

- 5.2.1 This agreement does not cover the physical connection of your generator to the distribution system. You must arrange for the installation of a meter at the supply address that complies with applicable regulations and any reasonable requirements imposed by us or by your distributor.

- 5.2.2 At your request, we will make a request that your distributor arrange the connection as soon as practicable (and no later than the next business day) after you have:
- (a) satisfied us that you are an eligible customer;
 - (b) supplied us with all of the information that we need under the Code and Electricity Safety Act 1998 (Vic).
- 5.2.3 You are responsible for and must reimburse us for all reasonable costs and expenses which we incur in carrying out your request for connection to your distributor's distribution system.

6. YOUR GENERAL OBLIGATIONS

6.1 Compliance with requirements

You must comply with all applicable requirements relating to the supply of renewable electricity, including:

- 6.1.1 supplying us with solar electricity in accordance with the supply requirements;
- 6.1.2 ensuring that any variations in the voltage and/or frequency do not exceed the levels prescribed by the applicable regulations;
- 6.1.3 ensuring that you supply solar electricity at the point where the distributor's distribution system connects to the supply address; and
- 6.1.4 complying with all applicable energy laws.

6.2 Equipment

You must not:

- 6.2.1 modify the generator without first obtaining the written consent of your distributor; or
- 6.2.2 tamper with your meter.

6.3 Updating information

- 6.3.1 You must tell us promptly if information you have provided to us changes, including if your contact details change or if your use of electricity changes (for example, if you consume more than 100 megawatt hours per year).

- 6.3.2 You must also notify us within 14 days if:
- (a) the supply address was, but is no longer, your principal place of residence; or
 - (b) if the photovoltaic generating capacity of your generator exceeds 5 kilowatts.

7. YOUR RIGHTS

7.1 You may ask us to:

- 7.1.1 review your bill;
- 7.1.2 provide you with historical data relating to this agreement for a period of up to 2 years; or
- 7.1.3 provide you with information on any feed-in tariff offers that we may from time to time make.

We will process these requests in accordance with the Code and provide the information to you within 10 business days.

- 7.2 You must pay our reasonable costs of providing any information that you have sought from us under this clause unless your request is the first request that you have made within a 12 month period and the information sought relates to account or metering information that is less than 2 years old, in which case the information will be provided free of charge.

8. CHANGE OF TARIFF

- 8.1 If under your supply agreement you currently purchase electricity from us at a tariff that is an excluded tariff, you will be required to change the tariff under which you are supplied electricity to an alternative tariff.
- 8.2 If clause 8.1 applies, you may select any supply tariff that is otherwise available to you and is not an excluded tariff.

9. FEED-IN CREDITS

- 9.1 We will credit your feed-in credits for the relevant period against charges payable by you under your supply agreement for the relevant billing cycle.
- 9.2 The feed-in credits created by your generator for any billing cycle will be calculated in accordance with the following formula:

$$\text{feed-in credit} = \text{feed-in rate} \times \text{solar electricity supplied}$$

Where:

feed-in rate means \$0.25 per kilowatt-hour (including GST) or any replacement rate applying under the energy laws.

solar electricity supplied means the amount (measured in kilowatt hours) of solar electricity supplied to the distribution system by you in the relevant billing cycle, as recorded by the meter or as may be determined under clause 9.3.

- 9.3 If we have been unable to calculate your solar electricity supplied for a relevant billing cycle based on a reading of your meter, the solar electricity supplied for that period will be zero unless your distributor estimates the generation in accordance with the applicable regulations.
- 9.4 If the amount you owe us for a billing cycle is less than the amount of your feed-in credits the balance of the feed-in credits will remain as a credit on your next bill. No interest may be charged by you in relation to any feed-in credits that you may have accumulated from time to time under this agreement.
- 9.5 Any excess feed-in credits (as referred to in clause 9.3) are extinguished either 12 months after that excess credit amount is first accrued or the day on which this agreement expires or terminates (whichever comes first).
- 9.6 A feed-in credit has no value other than as prescribed in this agreement, it is not transferable and we are not under any circumstances required to pay you any amount of money under the terms of this agreement.
- ## 10. METERS
- 10.1 You must allow safe and unhindered access to your premises for the purposes of reading and maintaining your meter (where relevant).

10.2 It is your obligation to ensure that any data produced by the meter complies with the applicable regulations.

10.3 We will use our best endeavours to ensure that your meter is read at least once every 12 months. We will not be in breach of this requirement if we have been unable to comply because you have failed to provide us or our representative with safe, convenient and unhindered access to the supply address and to the meter for the purpose of reading the meter and for connection, disconnection, reconnection, maintenance and repair.

10.4 You acknowledge that failure to provide access to your meter for a period of 12 months or more can result in a suspension of the operation of this agreement until such time as a reliable reading of your meter can be obtained.

11. BILLING

11.1 You will not receive a separate bill or statement as a result of entering into this agreement. Any feed-in credits accumulated by you during the term of this agreement will be set off against the bill that you receive pursuant to your supply agreement.

11.2 Your bill will clearly itemise:

- (a) the amount of solar electricity supplied by you to us during the relevant period;
- (b) the amount of feed-in credits accumulated by you;
- (c) the amount (if any) of excess feed-in credits remaining on your account;
- (d) the amount (if any) of excess feed-in credits that have expired during the relevant period;
- (e) any charges that we have applied to your account or other adjustments that we have made.

12. ADDITIONAL COSTS

12.1 You acknowledge that you may be required to pay the following costs to us as a result of entering into this agreement:

- (a) costs associated with the installation, maintenance or other technical support required by us or by your distributor under this agreement; and

- (b) any charges imposed on us by the distributor as a result of the metering services supplied by the distributor.

12.2 If work needs to be undertaken that may lead to costs of the type described in clause 12.1 being incurred, you may ask us to specify what those costs are before the work is undertaken.

13. UNDERCREDITING AND OVERCREDITING

13.1 If we have applied fewer feed-in credits to your account than we should have done under the terms of this agreement, we will credit those amounts to your account to your next bill in accordance with clause 6.3 of the Code.

13.2 If we have applied more feed-in credits to your account than we were obliged to do under the terms of this agreement, we may recover the over-credited amount from you. If we recover an undercharged amount from you, we will follow the procedures set out in clause 6.2 of the Code.

14. GST

14.1 Any consideration or amount payable under this agreement including any non-monetary consideration, is inclusive of GST unless stated otherwise.

14.2 Subject to clause 14.3, if we become liable to pay GST in connection with this agreement you agree to:

- (a) pay to us in addition to any other amounts that may be due to us under this agreement or under the supply agreement, an additional amount equal to the amount of that GST;
- (b) you must pay such an amount to us within 14 days of being provided with a valid tax invoice by us;

14.3 If any GST payable in relation to a supply made under this agreement varies from the additional amount that is paid by you under clause 14.2 so that a further amount of GST is payable in relation to the supply or a refund credit of GST is obtained in relation to the supply, then we will provide a corresponding refund or credit to, or will be entitled to receive a corresponding amount from, you.

14.4 Subject to the foregoing provisions of this clause, you are solely liable for payment of all taxes which may be incurred as a result of this agreement and you will reimburse us on demand for any such liabilities that we may incur.

14.5 If you are a business customer you must supply us with a valid ABN in respect of this agreement.

14.6 Unless you supply us with a valid ABN under clause 14.5 you warrant to us that your generation of electricity by your generator is for private and domestic purposes and is not related in any way to any business purposes carried on by you or any other person. You undertake to indemnify us for all loss, damage, cost and expense that may arise from any breach of the foregoing warranty.

15. INTERRUPTION, REDUCTION OR DISCONNECTION

15.1 All of the terms under the supply agreement that relate to the interruption, disruption, reduction or disconnection of the supply of electricity to you also apply to this agreement.

15.2 You agree that the connection of your generator, and your ability to supply us with solar electricity may be interrupted, discontinued or restricted for the same reasons set out in your supply agreement.

16. FORCE MAJEURE

16.1 If, but for this clause, either party would commit a breach of this agreement and that breach is caused by a force majeure event:

- (a) the obligations of the defaulting party under this agreement are suspended to the extent to which they are affected by the force majeure event as long as that event continues; and
- (b) the defaulting party must give the other party notice of that fact 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.

16.2 For the purposes of clause 16.1 (a), if the effects of a force majeure event are widespread the defaulting party will be deemed to have given the other party prompt notice if it makes the necessary information available to the other party as soon as is reasonably practicable.

16.3 The parties may agree with one another that a defaulting party is not to have the benefit of clause 16.1 (a) in respect of any force majeure event.

16.4 A party that seeks to rely upon clause 16.1 (a) must use its best endeavours to remove, overcome or minimise the effects of the force majeure event as quickly as possible. However, this does not require either party to settle any dispute (that may be related to the force majeure event) on terms that it would not otherwise agree to.

16.5 Nothing in this clause 16 varies or excludes the operation of section 117 of the Electricity Industry Act 2000 (Vic) or section 78 of the National Electricity Law.

17. GENERAL

17.1 Liability

We do not accept any responsibility for any risks or liabilities associated with the operation of your generator including its control, use, maintenance or connection to the distributor's distribution system.

17.2 Assignment

- (a) You must not novate this agreement or assign, transfer or deal with the rights created under this agreement without our written consent.
- (b) We may only assign our rights and obligations under this agreement without your consent if the assignment forms part of the transfer to a third party of all or substantially all of our retail business.

17.3 Notices

A notice, consent, document or other communication given must be in writing and given by hand, by fax, by mail or by email unless this agreement provides to the contrary.

17.4 Governing Law

This agreement is governed by the laws of Victoria and each of us submit to the non-exclusive jurisdiction of the Victorian Courts.

17.5 Waiver

Any failure by us to exercise any of our rights or powers under this agreement is not a waiver of those rights or powers unless we agree otherwise in writing.

17.6 Variations

Subject to anything to the contrary in this agreement:

- (a) we may vary this agreement by publishing new terms and conditions (which may or may not include a new tariff) in accordance with section 40FF of the Electricity Industry Act 2000 (Vic); or
- (b) the parties may vary this agreement by agreement in writing.

17.7 Severance

If the whole or any part of a provision of this agreement is void, unenforceable or illegal that provision shall, so far as is possible, be severable. The remainder of this agreement shall continue to operate with full force and effect and the validity and enforceability of the remainder shall be unaffected.

17.8 Entire agreement

- (a) This agreement sets out the entirety of the agreement between us for the supply of solar electricity by you to us and you acknowledge that you have not relied on any representation, inducement, warranty or promise which is not contained in this document.
- (b) You acknowledge that the supply agreement deals exclusively with the sale of electricity by us to you and that the supply agreement is separate from this agreement.
- (c) If and to the extent that any matter is required as a matter of law to form part of this agreement that is not included expressly in these terms and conditions the relevant provisions shall be implied into this agreement as if they were expressly incorporated.

17.9 Changes in the laws

It is acknowledged that there may be changes in the laws that govern the sale and supply of electricity (including solar electricity) which may affect the operation of this agreement. It is agreed that if in our reasonable view the changes to the laws materially alter the rights that subsist under this agreement we may amend this agreement to take those changes into account.

17.10 Complaints

If you wish to complain about this agreement or its administration by us you may do so and we will follow the procedures set out in clause 28.2 of the Code.

18. DEFINITIONS AND INTERPRETATION

18.1 In this agreement the following words and phrases bear the meanings set out in this clause.

agreement means this Standard Feed-in Tariff Contract and your welcome letter.

applicable regulations means any applicable legislation, regulations, orders in council, codes, guidelines, licenses or other mandatory obligations that are relevant to the operation of this agreement.

billing cycle means the billing cycle specified in your supply agreement.

business day is any day that is not a Saturday, Sunday or a proclaimed Public Holiday under the Public Holidays Act 1993.

Code means the Energy Retail Code issued by the Essential Services Commission.

distributor is the holder of the distribution licence of the electricity distribution network to which the supply address is connected.

eligible customer has the same meaning given to the term 'FIT customer' in section 40F of the Electricity Industry Act 2000 (Vic).

energy laws means national and State and Territory laws and rules relating to electricity and the legal instruments made under those laws and rules.

Essential Services Commission means the Essential Services Commission of Victoria.

excluded tariff, in relation to our published tariffs, means a tariff in respect of which the relevant distribution company does not provide transitional solar feed-in credits.

feed-in credits means the solar electricity credits calculated under clause 9 of this agreement.

force majeure event is an event beyond the reasonable control of you or us.

generator means a 'qualifying solar energy generation facility' as defined in section 40F of the Electricity Industry Act 2000 (Vic) through which you will supply us with solar electricity under this agreement.

GST means Goods and Services Tax as defined under the GST law.

GST law has the definition given in A New Tax System (Goods and Services Tax) Act 1999.

meter means a device installed to the satisfaction of the distributor for the purpose of recording the amount of solar electricity supplied by you to us.

NMI means the National Metering Identifier for the supply address.

solar electricity means 'qualifying solar energy generating electricity' as that term is defined in section 40F of the Electricity Industry Act 2000 (Vic).

solar feed-in agreement means an agreement made under Division 5A of Part 2 of the Electricity Industry Act 2000 (Vic).

supply address means the address stated in the supply agreement between you and us.

supply agreement means an agreement between you and us for the supply and sale of electricity to the supply address.

supply requirements are the requirements that may be specified by your distributor from time to time.

tariff period has the meaning given in section 40FCA of the Electricity Industry Act 2000 (Vic).

Note: in most cases, unless you decide to terminate this agreement under clause 4.2, this will mean that this agreement will come to an end on 31 December 2016.

term has the meaning given by clause 4.2.2 of this agreement.

18.2 In this agreement:

- (a) headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this agreement;
- (b) a reference to:
 - (i) an Act, Regulation, Order, Code or Guideline shall be read as a reference to that document as amended, re-enacted, replaced or varied from time to time;
 - (ii) this or other document includes the document as varied or replaced regardless of any change in the identity of the parties;
 - (iii) '\$' or 'dollars' is a reference to Australian dollars;
 - (iv) a singular word should be understood to include the plural and vice versa;
 - (v) the expressions 'including' or 'includes' are not terms of limitation.
 - (vi) a year should be read as commencing on the start date of this agreement; and
 - (vii) a reference to a month means a calendar month.

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