

# Premium Solar Feed-in Tariff Terms and Conditions Victoria

# Premium Solar Feed-in Tariff Agreement

(Terms and Conditions – Victoria)

**Parties** **Country Energy** ABN 37 428 185 226  
of PO box 718, Queanbeyan, NSW, 2620  
(**Country Energy**)

The party identified in Item 1 of the  
Schedule (**Customer**)

## 1. Introduction

- 1.1 The Customer is currently supplied electricity by Country Energy under the Customer Supply Contract.
- 1.2 The Customer's Qualifying Solar Energy Generating Facility is capable of exporting electricity to the Network.
- 1.3 The Customer has agreed to supply and Country Energy has agreed to purchase the Export Electricity generated by the Qualifying Solar Energy Generating Facility on the terms and conditions set out in this Agreement. Renewable Energy Certificates relevant to this Agreement are not purchased under this Agreement.

## 2. Definitions

### 2.1 Incorporated definitions

Unless the context clearly indicates otherwise or the relevant word or expression is defined in this Agreement, a word or expression defined in either the:

- (1) Customer Supply Contract; or
  - (2) the Energy Retail Code,
- has the same meaning in this Agreement.

2.2 In this Agreement, the following definitions apply:

- (1) **Agreement** means this document, including any schedule or annexure to it.
- (2) **Customer Supply Contract** means the customer supply contract between the parties for the supply of electricity to the Premises.
- (3) **DNSP** means Distribution Network Service Provider and has the same meaning given to that term in the National Electricity Rules.
- (4) **Energy Retail Code** means the Energy Retail Code as published by the ESC from time to time.

- (5) **ESC** means the Essential Services Commission of Victoria.
- (6) **Export Electricity** means the quantity of electricity generated from the QSEGF at the Premises that is exported into the Network.
- (7) **Import Electricity** means the quantity of electricity supplied by Country Energy to the Customer under the Customer Supply Contract.
- (8) **Metering Equipment** means a meter installed at the Customer's Premises in accordance with clause 8.
- (9) **National Electricity Rules** means the National Electricity Rules as published by the Australian Energy Market Commission from time to time.
- (10) **Network** means the network the QSEGF may be able to export electricity to and includes the meaning given to that term in the National Electricity Rules.
- (11) **Premises** mean the premises at which the Customer has installed the QSEGF.
- (12) **Premium Solar Feed-in Tariff Scheme** means the scheme for the purchase of Export Electricity from Qualifying Customers established under the *Electricity Industry Amendment (Premium Solar Feed-in Tariff) Act 2009*.
- (13) **Premium Solar Feed-in Tariff Period** means the period of time during which the Premium Solar Feed-In Tariff Scheme is in operation commencing on the Scheme Start Day and ending on the earlier of the fifteenth anniversary of the Scheme Start Day or the day that the Minister declares as the scheme capacity day in accordance with the Electricity Industry Act.
- (14) **Qualifying Solar Energy Generating Facility** or **QSEGF** has the meaning given to that term in the Electricity Industry Act.
- (15) **Qualifying Customer** has the meaning given to that term in the Electricity Industry Act, being a person who is currently being supplied with electricity under a Customer Supply Contract and has been exempted by Order under section 17 of the Electricity Industry Act from the requirement to hold a licence in respect of the generation of electricity for supply and sale who engages in the generation of electricity:
  - (a) For residential customers at their principal place of residence by means of one QSEGF up to 5 kW installed capacity; or

- (b) For small business customers at one or more properties, occupied by them other than as their principal place of residence, and at which their annual consumption of electricity is 100 MWh or less by means of one QSEGF at the property up to 5 kW installed capacity.
- (16) **Schedule** means the Schedule at the end of this Agreement.
- (17) **Scheme Start Day** means the day on which section 5 of the *Electricity Industry Amendment (Premium Solar Feed-in Tariff) Act 2009* comes into operation.
- (18) **Term** is the period of time set out in clause 13.1.

### 2.3 Interpretation

- (1) Reference to:
  - (a) one gender includes the others;
  - (b) the singular includes the plural and the plural includes the singular;
  - (c) a person includes a body corporate;
  - (d) a party includes the party's executors, administrators, successors and permitted assigns;
  - (e) a statute, regulation or provision of a statute or regulation (**Statutory Provision**) includes:
    - (i) that Statutory Provision as amended or re-enacted;
    - (ii) a statute, regulation or provision enacted in replacement of that Statutory Provision;
    - (iii) another regulation or other statutory instrument made or issued under that Statutory Provision; and
  - (f) money is in Australian dollars, unless otherwise stated.
- (2) "Including" and similar expressions are not words of limitation.
- (3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (4) Headings and any table of contents or index are for convenience only and do not form part of this Agreement or affect its interpretation.
- (5) A provision of this Agreement must not be

construed to the disadvantage of a party merely because that party was responsible for the preparation of the Agreement or the inclusion of the provision in the Agreement.

- (6) If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.

## **2.4 Parties**

- (1) If a party consists of more than 1 person, this Agreement binds each of them separately and any 2 or more of them jointly.
- (2) An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.
- (3) A party which is a trustee is bound both personally and in its capacity as a trustee.

## **3. Commencement**

3.1 This Agreement will commence:

- (1) on the date that the Customer has given explicit informed consent to enter into this Agreement;
- (2) on the date that the Qualifying Solar Energy Generating Facility is connected to the Network; or
- (3) on the date the Customer provides Country Energy with details of their principal place of residence, whichever occurs last (**Commencement Date**).

## **4. Customer Supply Contract**

- 4.1 This Agreement applies to a Customer that is a Qualifying Customer.
- 4.2 This Agreement should be read in conjunction with the Customer Supply Contract. To the extent that they are relevant, the terms of the Customer Supply Contract apply to the supply of electricity by the Customer to Country Energy under this Agreement. However, to the extent of any inconsistency between this Agreement and the Customer Supply Contract, the terms of this Agreement will prevail.

## **5. Export of Electricity**

- 5.1 The Customer agrees to sell and Country Energy agrees to purchase the Export Electricity in accordance with this Agreement.
- 5.2 Country Energy will credit the amount specified in Item 2 of the Schedule per kilowatt-hour of Export Electricity against the charges payable for

the Import Electricity under the Customer Supply Contract (**Premium Solar Feed-in Credit**) in the billing period that relates to the same period of supply. This will be recorded in a separate line item in the Customer's bill for that billing period provided under the Customer Supply Contract.

- 5.3 If the Premium Solar Feed-in Credit exceeds the charges payable by the Customer for the Import Electricity in a billing period then the Customer's bill for the electricity supplied to it during that billing period will be zero and the remaining charges payable by Country Energy for the Export Electricity (**Excess Premium Solar Feed-in Credit Amount**) will be carried forward into the next billing period. This will be recorded in a separate line item in the Customer's bill for that billing period provided under the Customer Supply Contract.
- 5.4 Subject to clause 5.5, any Excess Premium Solar Feed-in Credit Amount is extinguished:
- (1) the day that is 12 months after the day a Premium Solar Feed-in Credit first arises:
    - (a) under this Agreement; or
    - (b) after an Excess Premium Solar Feed-in Credit is applied under clause 5.2 and/or 5.3;
  - (2) the day that the Customer Supply Contract Ends; or
  - (3) the date the Premium Solar Feed-in Tariff Period ends,  
whichever occurs first.
- 5.5 Subject to clause 8.5, any Excess Premium Solar Feed-in Credit Amount will not be extinguished where the Premium Solar Feed-in Credit is not based on an actual meter reading and/or where the bill for the billing period that the credit is associated with, has not been issued to the Customer. In the event that clause 8.5 applies, the Premium Solar Feed-in Credit Amount will expire where a bill is issued to the Customer pursuant to that clause.
- 5.6 Country Energy may but is not required to pay a Customer any money in respect of the whole or any part of a Premium Solar Feed-in Credit and will not be so indebted to the Customer beyond the credit to the Customer's account under clauses clause 5.2 and/or 5.3.
- 5.7 If Country Energy seeks to bill a customer to make up overcrediting a Customer for electricity supplied by the customer, Country Energy is to proceed on the basis specified in clause 6.2 of the Energy

## Retail Code

- 5.8 If Country Energy has under-credited a Customer for electricity supplied by the customer, Country Energy will credit the amount to the next bill issued to the Customer after Country Energy becomes aware of the undercrediting proceeding on the basis specified in clause 6.3 of the Energy Retail Code

## **6. Additional Costs Payable by the Customer**

- 6.1 The parties acknowledge the following costs are payable by the Customer:
- (1) Network connection costs, in accordance with clause 7;
  - (2) metering costs, in accordance with clause 8; and
  - (3) other costs as detailed in Item 5 of the Schedule.
- 6.2 Country Energy will inform the Customer of the estimated amount of the above costs on request of the Customer prior to executing this Agreement.

## **7. Network Connection**

- 7.1 The Customer acknowledges that Country Energy is not responsible for the connection of the Small Renewable Energy Generation Facility to the DNSP's Network. However, if requested by the Customer, Country Energy will make a request to the relevant DNSP to connect the Customer's Small Renewable Energy Generation Facility to the Network as soon as practicable after the Customer satisfies the application requirements under clause 1 of the Energy Retail Code. Country Energy will make the request by no later than the next Business Day after receiving from the Customer all documentation required under the Energy Law reasonably required by Country Energy or the relevant distributor. Country Energy must include details of any appropriate network tariff reassignment. The customer must pay the fee as detailed in Item 5 of the Schedule.
- 7.2 The parties acknowledge that the connection of the QSEGF to the local DNSP is to comply with Australian Standard 4777.
- 7.3 The Customer must ensure that the QSEGF remains connected to the Network during the Term of this Agreement, unless safety issues cause temporary disconnection.

## **8. Metering**

- 8.1 Before the Commencement Date the Customer must, at its own cost, cause appropriate Metering Equipment to be installed, maintained and operated to ensure an accurate measurement of the Export Electricity.
- 8.2 The Customer must ensure that the Metering Equipment complies with the requirements of the Energy Law.
- 8.3 The Customer will notify Country Energy if the Metering Equipment fails to satisfy clause 8.2, or they become aware that the Metering Equipment may fail to satisfy clause 8.2.
- 8.4 Subject to a breach by the Customer of clause 10.1(3) of the Agreement or some other event outside Country Energy's control, unless the Customer gives explicit informed consent, Country Energy will base the calculation of the Premium Solar Feed-in Credit under this Agreement on a reading of the Customer's meter. Country Energy will use its best endeavours to ensure that the meter is read at least once in any 12 month period.
- 8.5 If Country Energy is not able to reasonably or reliably base the calculation of the Premium Solar Feed-in Credit on a reading of the meter, including because of a breach by the Customer of clause 10.1(3) of the Agreement or some other event outside Country Energy's control, Country Energy will not make a Premium Solar Feed-in Credit unless the relevant DNSP estimates the generation in accordance with the Energy Law.

## **9. Country Energy's Obligations**

- 9.1 Country Energy will review the calculation of a Premium Solar Feed-in Credit contained in a bill at the Customer's request and make any necessary adjustments in accordance with the Energy Retail Code and the Customer Supply Contract as appropriate.
- 9.2 Country Energy will give the Customer notice of any variation to Country Energy's tariffs that it is permitted to make under the Energy Law that affect this Agreement. The notice will be given as soon as practicable and in any event no later than the next billing and payment cycle.
- 9.3 Country Energy will retain and provide the Customer with access to the Customer's historical feed-in payment or crediting data for at least two years.

- 9.4 Country Energy will process a Customer's request for historical data relating to Export Electricity in the same manner as a request for historical data relating to a supply of electricity to the Customer under the Energy Retail Code and the Customer Supply Contract.
- 9.5 Country Energy will provide the Customer with reasonable information on any premium solar feed-in tariff offers that Country Energy may make to the Customer within 10 Business Days of the Customer's request, and if the customer requests it, in writing.

## **10. Customer's Obligations**

10.1 The Customer must:

- (1) ensure that the installed name plate capacity of the QSEGF is no greater than 5kW installed capacity and notify Country Energy within 14 Business Days if it exceeds that capacity;
- (2) obtain all necessary licences, approvals and registrations at its own cost to enable it to supply the Export Electricity in accordance with the terms and conditions of this Agreement;
- (3) permit the meter installed for the purposes of this Agreement to be accessed in accordance with the terms of the Customer Supply Contract and the Energy Law;
- (4) comply with its obligations under the Customer Supply Contract to permit Country Energy to comply with its obligations under this Agreement;
- (5) ensure that all equipment installed and data produced complies with the Energy Laws;
- (6) inform Country Energy of any proposed changes to the connection to the Network and ensure all modifications are done in accordance with their connection contract; and
- (7) inform Country Energy as soon as possible of any relevant change to their contact details.

10.2 Where the Customer is a residential householder, the QSEGF must be located at the Customer's principal place of residence.

10.3 This Agreement only applies to one QSEGF per Premise.

## **11. Statement of Account**

11.1 Subject to clause 12, the amount of Export Electricity acquired by Country Energy pursuant to

clause 5 will be applied to bills rendered by Country Energy to the Customer during each billing period and will be recorded and accounted for in the bills issued by Country Energy to the Customer for such billing period under the Customer Supply Contract.

- 11.2 If the Customer disputes in good faith Country Energy's determination of any of the items in a bill and the dispute is not resolved within 30 days after the date for payment, the dispute must be resolved in accordance with clause 16.

## **12. Goods and Services Tax**

12.1 In this clause:

- (1) "GST" means GST as defined in the *A New Tax System (Goods and Services Tax) Act 1999* as amended from time to time ("**GST Act**") or any replacement or other relevant legislation and regulations;
- (2) An expression or word used in this clause which has a particular meaning in the "GST law" (as defined in the GST Act), or in any applicable legislative determinations, has the same meaning, unless the context otherwise requires; and
- (3) A reference to GST payable by a party includes any corresponding GST payable by the representative member of any GST group of which that party is a member, and a reference to an input tax credit entitlement of a party includes any corresponding input tax credit entitlement of the representative member of any GST group of which that party is a member.

12.2 Unless GST is expressly included, the consideration expressed to be payable or to be provided under any clause in this Agreement for any supply made under or in connection with this Agreement does not include GST.

12.3 To the extent that any supply made under or in connection with this Agreement is a taxable supply, the GST exclusive consideration otherwise payable or provided for that taxable supply is increased by an amount equal to that consideration multiplied by the rate at which GST is imposed in respect of the taxable supply, and subject to receipt of an effective tax invoice, is payable at the same time.

12.4 If for any reason (including, without limitation, the occurrence of an adjustment event) the amount of GST payable on a taxable supply (taking into account any decreasing or increasing adjustments in relation

to the taxable supply) varies from the GST payable by the recipient under clause 12.3:

- (1) The supplier must provide a refund or credit to the recipient, or the recipient must pay a further amount to the supplier, as appropriate;
- (2) The refund, credit or further amount (as the case may be) will be calculated by the supplier in accordance with the GST law; and
- (3) The supplier must notify the recipient of the refund, credit or further amount within 14 days after becoming aware of the variation to the amount of GST payable. If there is an adjustment event in relation to the supply, the requirement for the supplier to notify the recipient will be satisfied by the supplier issuing to the recipient an adjustment note within 14 days after becoming aware of the occurrence of the adjustment event.

12.5 Each party agrees to do all things, including providing tax invoices and other documentation, that may be necessary or desirable to enable or assist the other party to claim any input tax credit, adjustment or refund in relation to any amount of GST paid or payable in respect of any supply made under or in connection with this Agreement.

12.6 If a payment to a party under this Agreement is a payment by way of reimbursement or indemnity and is calculated by reference to the GST inclusive amount of a loss, cost or expense incurred by that party, then the payment is to be reduced by the amount of any input tax credit to which that party is entitled in respect of that loss, cost or expense before any adjustment is made for GST pursuant to clause 12.3.

12.7 Despite any other clause of this Agreement, clause 12.8 applies where:

- (1) the Customer supplies electricity to Country Energy in the course or furtherance of an enterprise for which the Customer is registered for GST; and
- (2) Country Energy notifies the Customer in writing or by some other means that it will issue a recipient created tax invoice.

12.8 Subject to 12.7, it is agreed that:

- (1) Country Energy will issue tax invoices in the form of recipient created tax invoices in respect of taxable supplies made to Country Energy under this Agreement; and
- (2) the Customer will not issue tax invoices in respect of the taxable supplies the Customer makes to

Country Energy under this Agreement.

- (3) the Customer is registered for GST, or will be registered for GST by the date of this Agreement and agrees that it will notify Country Energy if it ceases to be registered.
- (4) Country Energy is registered for GST and will notify the Customer if it ceases to be registered.
- (5) Country Energy may issue an adjustment note in relation to GST adjustment events, where appropriate.

### **13. Term and Termination**

13.1 This Agreement commences on the Commencement Date and will continue until it is terminated in accordance with this clause.

13.2 This Agreement will terminate upon the earlier of:

- (1) the termination of the Customer Supply Contract for the Premises without the customer entering into another customer supply contract with Country Energy; or
- (2) the date the Customer is disconnected from the Premises or is transferred to another retailer;
- (3) the QSEGF and Metering Equipment are removed from the Premises; or
- (4) the date the Premium Solar Feed-in Tariff Period ends.

13.3 This Agreement may be terminated:

- (1) at any time upon mutual agreement between the parties;
- (2) if the parties enter into a new feed-in contract;
- (3) by the Customer without notice, in which case Country Energy may impose an early termination fee if permitted to do so by the Energy Law;
- (4) by Country Energy if the Customer ceases to be a Qualified Customer; and
- (5) by Country Energy if the Customer breaches this Agreement and, following notice from Country Energy has not, within 10 Business Days, remedied the breach.

13.4 Despite any notice period, termination under this Agreement does not become effective until:

- (1) if the Customer and the retailer enter a new feed-in contract, the expiry of any cooling-off period in respect of the new feed-in contract;
- (2) if this Agreement is terminated because the

Customer wants to enter a feed-in contract with another retailer, the date when the other retailer becomes responsible for the feed-in contract; or

- (3) if a contract for the supply of electricity to the Customer is terminated and the Premises has been disconnected, the date when the Customer no longer has a right under the Energy Retail Code to be reconnected,  
whichever occurs last.

13.5 Subject to clause 13.3, Country Energy may not terminate this Agreement with the Customer unless Country Energy and the Customer enter into a new feed-in contract, or the Customer has transferred to another retailer in respect of the Premises.

## **14. Force Majeure**

14.1 If a force majeure event occurs which is outside the reasonable control of Country Energy or the Customer and Country Energy or the Customer breaches this Agreement due to this event only, the breach is to be dealt with on the basis specified in clause 18 of the Energy Retail Code.

## **15. Liability and Warranties**

### **15.1 Effect of legislation**

Notwithstanding any other provision of this Agreement, nothing in this Agreement is to be read as excluding, restricting or modifying the application of any legislation which by law cannot be excluded, restricted or modified.

### **15.2 Exclusion of implied warranties**

Except as expressly set out in this Agreement, any representation, warranty, condition or undertaking which would be implied in this Agreement by law, is excluded to the fullest extent permitted by law.

### **15.3 Limitation of liability**

The liability of Country Energy, if any,

- (1) for a breach of a non-excludable condition or warranty implied by the *Trade Practices Act 1974* in relation to the supply of goods or services not of a kind ordinarily acquired for personal, domestic or household use or consumption; or
- (2) in tort (including negligence), in contract or otherwise; is limited, at Country Energy's option, to:
- (3) in the case of goods, one of the following – the replacement of the goods, the supply of equivalent goods, the repair of the goods, the payment of the cost

of replacing the goods, the payment of the cost of acquiring equivalent goods or the payment of the cost of having the goods repaired; or

- (2) in the case of services – the supplying of the services again or the payment of the cost of having the services supplied again.

#### **15.4 Statutory immunity**

The Customer acknowledges that the terms of this Agreement do not represent a waiver by Country Energy of, nor an agreement to vary or exclude, any limitation of Country Energy's liability under sections 119 or 120 of the National Electricity Law.

#### **15.5 Limitation of Country Energy's liability**

Subject to clause 15.3, to the fullest extent permitted by law, Country Energy and its employees, agents and contractors are not liable in tort (including negligence), in contract or otherwise to the Customer for:

- (1) any direct losses or damages of any kind suffered by the Customer as a result of any act, omission or breach by Country Energy or any of its employees, agents or contractors;
- (2) any consequential, indirect or special losses or damages of any kind (including, without limitation, loss of profit, loss or corruption of data, business interruption or indirect costs) suffered by the Customer as a result of any act, omission or breach by Country Energy or any of its employees, agents or contractors.

### **16. Disputes**

- 16.1 A complaint by the Customer in relation to this Agreement will be handled by Country Energy in accordance with the relevant Australian Standard on Complaints Handling. Country Energy will proceed in the manner specified in clause 28 of the Energy Retail Code.

### **17. Notices**

- 17.1 Unless otherwise stated, all notices and bills issued under this Agreement will be sent in writing and given by hand, by fax, by mail or by email.
- 17.2 Clause 17.1 of this Agreement does not apply, if a term or condition of the Energy Retail Code provides or otherwise contemplates that a notice, consent document or other communication may be given by a retailer otherwise than in writing.

## **18. General Matters**

### **18.1 Severability**

If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force.

### **18.2 Entire understanding**

This Agreement and the Customer Supply Contract is the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement.

### **18.3 Variation**

An amendment or variation to this Agreement, is not effective unless it is in writing and signed by the parties.

### **18.4 Changes to legislation**

This Agreement is in accordance with the *Electricity Industry Amendment (Premium Solar Feed-in Tariff) Act 2009* (Vic). Country Energy may terminate or vary this Agreement if there is a material change of law affecting this Agreement.

### **18.5 No partnership**

This Agreement does not create or evidence a partnership or joint venture.

### **18.6 Assignment**

- (1) Subject to clause 18.6(2), a party may not assign or otherwise deal with this Agreement without the prior written consent of the other party, which consent must not be unreasonably withheld.
- (2) Country Energy may assign this Agreement if the assignment forms part of the transfer to the same third party of all or substantially all of Country Energy's retail business.

### **18.7 Governing law and jurisdiction**

- (1) The law of Victoria governs this Agreement.
- (2) The parties submit to the non-exclusive jurisdiction of the courts of Victoria and of the Commonwealth of Australia.

## For more information

For more information regarding account enquiries, energy efficiency advice, and Country Energy's range of products and services please call **13 23 56** or visit **[www.countryenergy.com.au](http://www.countryenergy.com.au)**

To contact energyanswers directly, call our advice line on **1800 363 749** or **1800 ENERGY**.