



# Solar Feed-in Agreement

Terms and Conditions ●.....

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## 1. Background

- 1.1 You have a Unit at the Premises which satisfies the eligibility criteria under the Electricity Laws.
- 1.2 SparQ Pty Ltd ABN 86 601 199 151 trading as Sumo Power (we or us) offer to purchase from you the Feed-in Electricity on the terms and conditions of this Agreement.

## 2. Sale of Feed-in Electricity

- 2.1 You agree to sell and we agree to purchase Feed-in Electricity on the terms of this Agreement.

## 3. When this Agreement starts

- 3.1 This Agreement starts when you have given your express consent, and when all eligibility criteria in clause 4.1 have been met.

## 4. When we will start purchasing Feed-in Electricity

- 4.1 We will only purchase Feed-in Electricity from you under this Agreement if:
  - (a) you have entered into a Sale Agreement with us for the Premises;
  - (b) we are the retailer responsible to the Australian Energy Market Operator (AEMO) for the Premises under the Electricity Laws, as reflected in the Market Settlement and Transfer Solutions database;
  - (c) the Unit satisfies the eligibility criteria under the Electricity Laws, including with respect to its installed or name-plate generating capacity;
  - (d) where the Unit is a TFIT Scheme Generating Facility or a Qualifying Solar Energy Generating Facility, you meet the Residence Criteria;
  - (e) where applicable:
    - (i) you have applied to us to take up our offer to enter into this Agreement by completing and returning the Schedule to us;
    - (ii) you have taken the steps required of you under clause 5 to connect the Unit to the Distributor's distribution system, and the Unit is so connected, and is metered in accordance with the Electricity Laws and our and the Distributor's reasonable

requirements; and

- (iii) the Distributor has notified us that your National Meter Identifier (NMI) has been assigned the relevant network tariff code applying to the Unit, if required by the Distributor.

- 4.2 You must tell us if the rated capacity of the Unit exceeds the Relevant Capacity Threshold during the term of this Agreement, because this may mean you are no longer eligible to sell Feed-in Electricity under this Agreement.
- 4.3 It is not a condition of this Agreement that you assign any renewable energy certificates, small-scale technology certificates or other green rights to us arising from the operation of the Unit.

## 5. Connection and metering

- 5.1 At your request, we will make a request to the Distributor to connect the Unit to the Distributor's distribution system. We will make the request as soon as practicable, and no later than the next Business Day, after we receive:
  - (a) all documentation required by the *Electrical Safety Act 1998* (Vic);
  - (b) all documentation reasonably required by us or your Distributor, including:
    - (i) acceptable identification;
    - (ii) contact details;
    - (iii) if the request relates to a rental property, contact details for the property owner or owner's agent;
    - (iv) the Connection Form (if required);
    - (v) the Electrical Work Request; and
    - (vi) the Certificate of Electrical Safety.
- 5.2 You must reimburse us for all reasonable costs incurred by us in relation to this request.
- 5.3 You must arrange (at your own cost) for the installation and maintenance of metering equipment for the Unit at the Premises that meets our and the Distributor's reasonable requirements and the Electricity Laws.

## 6. Charges

- 6.1 We will pay you the Feed-in Tariff for all Feed-in Electricity supplied to us between the Start Date and either the Scheme End Date or the date this Agreement is terminated (whichever is earlier).
- 6.2 We will pay any amount we owe you for a Billing Period by crediting that amount against the GST-inclusive charges payable to us in a bill for the same Billing Period under the Sale Agreement.
- 6.3 If, during a Billing Period, the amount we owe you for Feed-in Electricity exceeds the amount you owe us under the Sale Agreement, we will credit the excess amount against the charges payable to us in a bill for the next (and any subsequent) Billing Period(s) under the Sale Agreement.
- 6.4 Any excess amount referred to in clause 6.3 is extinguished on the day the Sale Agreement ends.
- 6.5 Subject to clause 6.6, the amount of Feed-in Electricity supplied during a Billing Period will be determined using:
  - (a) actual meter read data obtained from reading your meter; or
  - (b) an estimation or substitution of that consumption in accordance with the Energy Retail Code.
- 6.6 If we are not able to reasonably or reliably determine the amount of Feed-in Electricity supplied by you in a Billing Period from reading the meter, we are not required to pay you for that Feed-in Electricity until the Distributor estimates the Feed-in Electricity or provides a substituted read in accordance with Electricity Laws.
- 6.7 If the amount of Feed-in Electricity is based on an estimated or substituted read and we later have a measurement of the actual Feed-in Electricity, we will adjust a subsequent bill for the difference between the estimate and actual Feed-in Electricity.
- 6.8 Bills will also include:
  - (a) any additional costs payable under clause 9.1 or elsewhere in this Agreement; and
  - (b) any other charges imposed under the Electricity Laws in respect of the generation and dispatch of the Feed-in Electricity.
- 6.9 You must pay any amount owing by you under a bill by the due date specified in the bill.

## 7. Varying the Feed-in Tariff

- 7.1 If the Unit is a Small Renewable Energy Generating Facility, the Feed-in Tariff will vary in line with the minimum rate determined by the Essential Services Commission for each year from 1 January 2014 until at least 31 December 2016.
- 7.2 We will notify you of any change to the Feed-in Tariff as soon as practicable and no later than in your next bill.
- 7.3 On request, we will provide you with reasonable information on any feed-in tariffs we may offer you. We will give this information within 10 Business Days and, if you request, in writing.

## 8. Reading and maintaining the meter

- 8.1 You must allow safe, convenient and unhindered access to the Premises for the purposes of reading and maintaining the meter. Any representative attending your Premises for this purpose must carry official identification and show that identification on request.
- 8.2 We will use our best endeavours to ensure that your meter is read at least once every 12 months.
- 8.3 We will retain your historical feed-in payment or crediting data for at least two years after the Billing Period to which it relates, even if this Agreement has ended.
- 8.4 You may request copies of this data, and we will use best endeavours to provide it to you within 10 Business Days, and will do so without charge (although we may charge you for data that is more than two years old). If you have a smart meter, we will provide the data electronically.

## 9. Additional costs

- 9.1 You must pay the following costs as notified by us:
  - (a) the cost of installing and maintaining any additional metering equipment or upgrades to existing metering equipment required by us or the Distributor under clause 5.3, including the costs of any site assessment;
  - (b) any applicable costs incurred by us in relation to a request to the Distributor for connection under clause 5.1; and
  - (c) the cost of any additional works required by us or the Distributor in relation to the Unit and its

connection to the distribution system (including any augmentation required to the distribution system).

- 9.2 We will notify you of the amount of any costs prior to entering into this Agreement or, if they are not known prior to the date of this Agreement, as soon as practicable.

## 10. Reviewing bills

- 10.1 We will review a bill at your request, in accordance with our standard complaints and dispute resolution procedures (see clause 15).
- 10.2 If the bill is:
- (a) correct, then you must pay any unpaid amount, unless you request us to check the accuracy of the meter, in which case we will test the meter, and if the meter complies with the Electricity Laws, you must pay any unpaid amount and the cost of the meter test;
  - (b) incorrect, then we will adjust the bill in accordance with clauses 10.3 or 10.4 and you will not be required to pay the cost of any meter test.
- 10.3 If we adjust the bill to correct an overcharge by you (or over-crediting by us) for Feed-in Electricity we will:
- (a) limit the amount to be recovered to no more than the amount of the overcharge (or over-credit) in the 9 months immediately before we notify you, unless the overcharge or over-credit is your fault, or results from your unlawful act or omission;
  - (b) not charge interest on the overcharged or over-credited amount;
  - (c) state the amount to be recovered as a separate item in the next bill, together with an explanation of that amount; and
  - (d) offer you time to pay the overcharged or over-credited amount in instalments over the same period of time during which you were overcharged or over-credited (if less than 12 months), or otherwise over 12 months.
- 10.4 If we adjust the bill to correct an undercharge by you (or under-crediting by us) for Feed-in Electricity we will apply the adjustment on your next bill.

## 11. Your obligations

- 11.1 You must comply at all times with the Electricity Laws.
- 11.2 You must:
- (a) ensure your name and contact details and the details of the Premises are correct in the Schedule, if applicable;
  - (b) ensure any other information you give us is correct and not false, misleading or deceptive; and
  - (c) notify us as soon as possible if information you have provided to us changes.
- 11.3 You must ensure that the Unit and metering equipment are in good condition and not damaged in any way, and only allow appropriately qualified and accredited people to carry out any work in connection with the Unit.
- 11.4 If you wish to modify the specifications of the Unit, you must inform us and the Distributor before those modifications are made.
- 11.5 You must notify us 15 Business Days before any change to the generating capacity of the Unit regardless of whether the proposed change in capacity has the effect of bringing the total capacity to an amount greater than the Relevant Capacity Threshold.

## 12. Term of the Agreement

- 12.1 This Agreement begins on the Start Date and ends on the Scheme End Date, unless terminated earlier in accordance with this Agreement.

## 13. Force Majeure

- 13.1 If a Force Majeure Event happens, then each party's obligations are suspended to the extent they are affected by the Force Majeure Event.
- 13.2 The party affected by the Force Majeure Event must:
- (a) try to remove, overcome or minimise its effects as soon as possible; and
  - (b) give the other party prompt notice of its occurrence, and provide any information reasonably required by the other party.

## 14. Termination

14.1 This Agreement will end:

- (a) if the Sale Agreement ends and you do not enter into a new sale agreement with us for the Premises, with effect from the Sale Agreement ending; or
- (b) with effect from the Scheme End Date (we will notify you when this occurs); or
- (c) if you or we end it in accordance with clauses 14.2 or 14.3.

14.2 We may end this Agreement:

- (a) if you breach this Agreement and fail to remedy the breach, on 10 Business Days' written notice to you; or
- (b) immediately on written notice to you if we form the view that the generation capacity of the Unit exceeds the Relevant Capacity Threshold or, where the Unit is a TFiT Scheme Generating Facility or a Qualifying Solar Energy Generating Facility, you no longer meet the Residence Criteria.

14.3 You may end this Agreement at any time by giving us a notice stating you wish to end the Agreement. Termination will become effective:

- (a) if you and we enter into a new agreement for the export of electricity from the Unit, when any cooling-off period in respect of the new agreement ends;
- (b) if responsibility for the electricity supply at the Premises is transferred to another retailer, when this transfer is completed;
- (c) if the electricity supply to the Premises is disconnected, 10 Business Days after disconnection.

## 15. Liability

15.1 Subject to the Electricity Laws:

- (a) we are not liable to you for any loss or damage in connection with or arising out of this Agreement, except where we breach this Agreement or are negligent;
- (b) you indemnify us if we or any third party suffer

any loss or damage in connection with or arising out of your breach of this Agreement or negligence.

15.2 Nothing in this clause 15 entitles us to recover from you an amount greater than we would otherwise have been able to recover at law.

## 16. Privacy

16.1 We will comply with all applicable privacy laws in relation to the collection, use and disclosure of your personal information.

16.2 We may collect relevant personal information about you in connection with this Agreement, and you consent to us:

- (a) using that information to carry out our rights and obligations under the Agreement; and
- (b) disclosing that information to other persons who require it for the purposes of facilitating the purchase of Feed-in Electricity and relevant services under this Agreement.

16.3 You can find a copy of our privacy policy on our website: [www.sumopower.com.au](http://www.sumopower.com.au)

16.4 If you have any questions, you can contact our privacy officer at: [privacy@sumopower.com.au](mailto:privacy@sumopower.com.au)

## 17. Notices

17.1 Notices, consents or other communications given under this Agreement must be in writing and may be given by hand, sent by mail or by email (although we will only send you notices by email where you have given your consent).

## 18. Complaints

18.1 You may lodge a complaint with us, and we will handle it in accordance with our standard complaints and dispute resolution procedures, which are published on our website: [www.sumopower.com.au](http://www.sumopower.com.au)

## 19. Amending the Agreement

19.1 Subject to clause 19.2, we must agree any amendment to the Agreement with you in writing.

19.2 To the extent permitted by law, we may amend the Agreement without your agreement if:

- (a) we consider it necessary to do so in order to comply with any applicable law or any change in any applicable law; or
- (b) in our reasonable opinion, the amendment will confer an additional benefit on you, impose an additional obligation on us, or be of neutral impact on you.

19.3 We will publish any amendment or replacement agreement in accordance with section 40FF, 40FG or 40G of the Act, as applicable.

## 20. Transferring the Agreement

20.1 You may not assign, transfer or novate this Agreement without our prior written consent.

20.2 We may:

- (a) assign, transfer or novate this Agreement; and/or
- (b) transfer you as a customer,

to any of our related bodies corporate or as part of the transfer of all or a substantial number of our customers to a third party, in which case we will notify you of the assignment, transfer or novation.

## 21. GST and other taxes

21.1 Where an amount payable under this Agreement is not expressed to be inclusive of GST and is payment for a “taxable supply” as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply. We will reflect any GST amounts on your bill, or as an adjustment to a subsequent bill.

21.2 Subject to clause 21.1, you will be solely liable for payment of all taxes which may be imposed in relation to the Feed-in Electricity, the provision of plant or the payments made under this Agreement.

21.3 You either:

- (a) must provide a valid ABN to us in respect of any payments made to you in respect of the Feed-in Electricity; or
- (b) warrant that the generation of Feed-in Electricity is private and domestic by nature and not related to any business enterprise carried on by you, and for this reason you have not provided an

ABN to us.

If we ask you to do so, you must complete a “No ABN Withholding Declaration” as soon as reasonably practicable.

21.4 You must notify us immediately if you:

- (a) have not provided a valid ABN in accordance with clause 21.3(a); and
- (b) are unable to provide the warranty in clause 21.3(b).

You indemnify us against any loss suffered as a result of failure by you to provide such notification.

21.5 If we are required to withhold any amount in respect of tax from a payment to be made to you under this Agreement, we are entitled to 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. If we pay an amount to you without withholding an amount in respect of tax, you will indemnify us for any loss suffered as a result of failing to withhold.

## 22. Governing law and jurisdiction

22.1 The laws of Victoria apply to this Agreement. You submit to the non-exclusive jurisdiction of the courts in Victoria.

## 23. Definitions

23.1 In this Agreement:

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

**Agreement** means this feed-in agreement between you and us.

**Certificate of Electrical Safety** means a form submitted by a registered electrical contractor for works undertaken as detailed in the Electrical Work Request, which have been completed and tested consistent with the *Electricity Safety Act 1988* and the *Electricity Safety (Installations) Regulations 1999*.

**Connection Form** means a form containing details of the Unit for the purpose of informing the Distributor about the nature of the Unit and information about customer rights and obligations.

**Connection Point** means where the Distributor’s distribution system connects to the Premises.

**Distributor** means the person who operates the system that connects the Premises to the distribution system.

**Electrical Work Request** means an application form submitted by a registered electrical contractor for works undertaken that involve a private electrical installation connection to a licensed Distributor's network in Victoria.

**Feed-in Electricity** means the electricity generated by the Unit and injected into the distribution system as recorded by the electricity meter at the Connection Point.

**Feed-in Tariff** means the price at which we acquire the Feed-in Electricity from you, being:

- (a) if the Unit is a Small Renewable Energy Generation Facility, a rate not less than the minimum rate determined by the Essential Services Commission for each year from 1 January 2014 until at least 31 December 2016;
- (b) if the Unit is a TFIT Scheme Generating Facility, \$0.25 per kWh; or
- (c) if the Unit is a Qualifying Solar Energy Generating Facility, \$0.60 per kWh.

**Force Majeure Event** means an event outside the control of a party to this Agreement.

**Qualifying Solar Energy Generating Facility** has the meaning given in section 40F of the Act.

**Relevant Capacity Threshold** means:

- (a) if the Unit is a Small Renewable Energy Generation Facility, 100 kW;
- (b) if the Unit is a TFIT Scheme Generating Facility, 5 kW; and
- (c) if the Unit is a Qualifying Solar Energy Generating Facility, 5 kW.

**Residence Criteria** means:

- (a) where you are a residential customer, the Premises is your primary place of residence; or
- (b) where you engage in the generation of electricity at one or more properties otherwise than as a principal place of residence, you are only participating in the scheme in respect of one Unit per premises and your consumption of electricity

at those premises does not exceed 100 MWh per year.

**Sale Agreement** means the agreement by which we sell electricity to you at the Premises.

**Scheme End Date** means:

- (a) if the Unit is a Small Renewable Energy Generating Facility, the date on which the Victorian State Government ends the general feed-in tariff scheme, if applicable, or the date on which the general feed-in tariff scheme otherwise ends;
- (b) if the Unit is a TFIT Scheme Generating Facility, the earlier of 31 December 2016 or a day declared by the Minister under section 40FEA of the Act;
- (c) if the Unit is a Qualifying Solar Energy Generating Facility, the earlier of the fifteenth anniversary of the scheme start day (as defined in section 40F of the Act) or a day declared by the Minister under section 40FE of the Act.

**Small Renewable Energy Generation Facility** has the meaning given in section 40F of the Act.

**Start Date** means the date the last of the conditions in clause 4.1 has been satisfied.

**TFIT Scheme Generating Facility** has the meaning given in section 40F of the Act.

**Unit** means either:

- (a) a Small Renewable Energy Generation Facility;
- (b) a TFIT Scheme Generating Facility; or
- (c) a Qualifying Solar Energy Generating Facility,

connected to a Connection Point and includes the inverter and any other ancillary electrical equipment.

- 1.2 Other capitalised terms have the meaning given to them in the Sale Agreement or in the Schedule.



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