



# Terms and Conditions

Premium Feed-in Tariff – VIC

A wide-angle photograph of the Murray River in Australia, showing a winding river through a lush green landscape with rocky banks under a bright sky. The text "GO" is overlaid in large, dark blue, bold letters.

# GO

# Australian

## Preamble

These terms set out the conditions on which we will purchase electricity from you, if you are a Qualifying Customer for the premium feed-in tariff (PFIT) scheme in Victoria (*Premium Feed-In Tariff Scheme*) as defined under section 40FC of the Electricity Industry Act 2000 (the Act) and will apply in addition to your Contract without limiting, varying or excluding the operation of your Contract in any way.

These Terms may only be varied with your express consent, or if you are no longer a qualifying customer of the PFIT under the *Premium Feed-In Tariff Scheme*, or where changes occur to the Energy Laws, in which case these Terms should be taken to be automatically amended. If any amendment materially affects your rights or obligations, we will advise you as soon as possible after any changes to your eligibility or to the Energy Laws, whichever occurs first.

In the case of any inconsistency between the Energy Laws and these Terms, these Terms will prevail to the extent allowed by the Energy Laws. Any inconsistency not allowed by the Energy Laws will be void.

## 1. The Parties

- 1.1 This Agreement is between: Blue NRG Pty Ltd ABN 30 151 014 658, referred to in these terms and conditions and elsewhere in the Agreement as “we” or “us”; and the Customer referred to in these terms and conditions as “you”.
- 1.2 You warrant that you have the power to execute this Agreement and have all authority, approvals and rights needed to perform it.
- 1.3 You must provide us with all documents we request to verify your identity as the Customer, and the authority of the person(s) who enter this Agreement on behalf of the Customer within 5 business days of any request. Failure to do so will be a breach of a material term of this Agreement.

## 2. Your PFIT Agreement

### 2.1 Are you a Qualifying Customer?

To be a Qualifying Customer, you must:

- (a) purchase electricity from us, for a single Supply Address or multiple Supply Addresses in aggregate, at a rate of 100MWh or less per annum;
- (b) engage in the generation of electricity:
  - (i) at a Supply Address that is your principal place of residence through one Qualifying Solar Energy Generating Facility; or

- (ii) at one or more Supply Addresses that are not your principal place of residence (such as business premises) through a Qualifying Solar Energy Generating Facility at each of those Supply Addresses;
- (c) have been exempted by Order under section 17 of the Electricity Industry Act 2000 from the requirement to hold a license in respect of the generation of electricity for supply and sale; and
- (d) have a suitable meter type and tariff at your Supply Address.

You must notify us at least 10 Business Days in advance of any change to your Qualifying Solar Energy Generating Facility that increases its generating capacity to more than 5 kilowatts. You will cease to be a Qualifying Customer if you change your Qualifying Solar Energy Generating Facility by increasing its generating capacity:

- to more than 5 kilowatts; or
- by adding extra solar panels, even if the overall system size remains 5 kilowatts or less.

If we establish that you are no longer, or cease to be, a Qualifying Customer, we will notify you of any change of terms applicable to you and the alternative options you may have.

### 2.2 When does your PFIT Agreement start?

- (a) Subject to clause 2.2(b) and (c) and any applicable cooling-off period in your Contract, we may agree a start date with you for your PFIT Agreement.
- (b) Your PFIT Agreement will start on the later of:
  - (i) the date we start supplying electricity to your Supply Address; and
  - (ii) if you are already our Customer, the date you accept the offer set out in your Energy Plan (as the case may be) and satisfy any relevant pre-conditions;
- (c) You must give us your explicit informed consent to enter into your PFIT Agreement. This means that if we are selling you electricity under our Standing Offer, you must enter into a Market Agreement with us, or otherwise provide us with your signed consent, and satisfy any relevant preconditions before we can purchase electricity from you under the *Premium Feed-In Tariff Scheme*.

### 3. Your Premium Feed-In Tariff

#### 3.1 Premium Feed-In Tariff Rate

- (a) Your Premium Feed-In Tariff Rate is not less than 60 cents per kilowatt hour, excluding GST.
- (b) From time to time we may choose to credit you an additional amount for the electricity you feed back into the grid.
- (c) If your generation of electricity from a Qualifying Solar Energy Generating Facility relates to a business enterprise carried on by you and you are registered for GST, you must provide us with your ABN and notice of your registration. You will not be entitled to payment of the GST Amount in clause 5(a) before the time you have provided us with this information.
- (d) We will give you advance notice of any variation to the Premium Feed-In Tariff Rate. A notice of a variation to our tariffs under your Contract is taken to be a notice under your PFIT Agreement.

#### 3.2 Determining your Premium Feed-In Tariff Payment

- (a) Unless you expressly consent otherwise, your premium feed-in tariff payment will be based on the amount of electricity you export to the grid from a Qualifying Solar Energy Generating Facility during a Billing Cycle multiplied by the Premium Feed-In Tariff Rate (*Feed-In Tariff Payment*).
- (b) To enable us to determine your Premium Feed-In Tariff Payment under clause 3.2(a), you must have a national electricity market compliant meter that records your supply of electricity to the grid.
- (c) If we receive estimated readings of the amount of electricity you export to the grid from your meter during any Billing Cycle, your Premium Feed-In Tariff Payment may be based on the estimated readings.
- (d) If your Premium Feed-In Tariff Payment is estimated under clause 3.2(c) and we later receive an actual reading of your meter, we will adjust your next bill under clause 3.3(d) to make up the difference between the credit you received and the credit you should have been provided. We will also use our best endeavours to ensure that the meter is read at least once in any 12-month period.

#### 3.3 Application of the Premium Feed-In Tariff Payment

- (a) Subject to clause 3.3(b), we will apply the Premium Feed-In Tariff Payment as a credit against the charges payable by you in each Billing Cycle, to pay you for any excess electricity you export to the grid, until 1 November 2024 (*subject to your continued eligibility*).

- (b) We will not pay you for any electricity you export if a reading of your meter cannot be obtained and the Responsible Person does not provide us with an estimate of the amount of electricity you export to the grid under clause 3.2(c), or if some other event occurs that is outside our control.
- (c) If your Premium Feed-In Tariff Payment exceeds our Charges in any Billing Cycle, we will add the additional credit to your next electricity bill and carry over further credits to future electricity bills until the excess credit is extinguished. If there is any excess credit remaining when your Contract ends, we will pay you the equivalent amount.
- (d) If we over-credit or under-credit you for the electricity supplied by you back into the grid, we will rectify this error in accordance with the Energy Laws.

### 4. Billing and Charges

- (a) In addition to the Charges set out in your Contract, you will need to pay any distributor and metering coordinator-imposed charges. Upon your request we will inform you of the amount of any distributor and metering coordinator-imposed charges before you enter into your FIT Agreement.
- (b) Upon your request, we will review any credits applied to your account as required by the Energy Laws.
- (c) We will retain your Premium Feed-In Tariff Payment information for at least two years and in accordance with the Energy Laws.
- (d) Upon your request, we will provide any historical Premium Feed-In Tariff Payment information in accordance with the Energy Laws.

### 5. GST

- (a) If GST is payable, or notionally payable, on a supply made under or in connection with your PFIT Agreement, the party providing the consideration for that supply must pay as additional consideration an amount equal to the amount of GST payable, or notionally payable, on that supply (the GST Amount). The GST Amount is payable at the same time (and in the same manner) that the other consideration for the supply is provided.
- (b) Where any indemnity, reimbursement or similar payment under your PFIT Agreement is based on any cost, expense or other liability, it shall be reduced by any input tax credit entitlement, or notional input tax credit entitlement, in relation to the relevant cost, expense or other liability.



- (c) If an adjustment event occurs in relation to a supply made under or in connection with your PFIT Agreement, the GST Amount will be recalculated to reflect that adjustment and an appropriate payment will be made between the parties.
- (d) If your Business Customer Agreement or your Energy Plan (as applicable) indicates that you are registered for GST, or you provide us with notice of your registration pursuant to clause 3.1(c), the parties agree that from the later of the formation of your PFIT Agreement or provision of that notice:
  - (i) we will issue tax invoices and adjustments notes in relation to your supply of electricity to us under your PFIT Agreement;
  - (ii) you will not issue tax invoices and adjustment notes in relation to your supply of electricity to us under your PFIT Agreement;
  - (iii) you represent and warrant that you are registered for GST when you enter into your PFIT Agreement and will notify us if you cease to be registered;
  - (iv) we represent and warrant that we are registered for GST when we enter into your PFIT Agreement and will notify you if we cease to be registered;
  - (v) you represent and warrant that you will pay any GST on your supply of electricity to us under your PFIT Agreement;
  - (vi) the parties may by written agreement amend the supplies to which this paragraph (d) relates; and
  - (vii) if for any reason we cease to be entitled to issue recipient created tax invoices or recipient created adjustment notes under the GST law:
    - (A) to the extent we become aware that we have ceased to be so entitled, we will notify you;
    - (B) we will not issue a tax invoice or adjustment note in relation to your supply of electricity to us under your PFIT Agreement from the date on which we ceased to be so entitled; and
    - (C) you will issue tax invoices and adjustment notes in relation to your supply of electricity to us under your PFIT Agreement from the same date in accordance with paragraph (a).
- (e) Any recipient created tax invoice or recipient created adjustment note issued in relation to your supply or electricity to us under your FIT Agreement may be combined in a single document with a tax invoice or adjustment note issued in relation to our supply of electricity to you under your Contract.
- (f) This clause will not merge upon completion and will continue to apply after expiration or termination of your PFIT Agreement.
- (g) Unless the context requires otherwise, words and phrases used in this clause that have a specific meaning in the GST law (as defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth)) shall have the same meaning in this clause.

## 6. Ending your PFIT Agreement

- (a) If your Contract is ended by either you or us, your PFIT Agreement will automatically end at the same time.
- (b) We may end your PFIT Agreement:
  - (i) on the fifteenth anniversary of the 'scheme start day', as defined in the Electricity Industry Act 2000;
  - (ii) for more than one Qualifying Solar Energy Generating Facility at a Supply Address that is your principal place of residence;
  - (iii) if your aggregate annual consumption for Qualifying Solar Energy Generating Facilities at one or more Supply Addresses that are not your principal place of residence exceeds 100 megawatt hours per annum;
  - (iv) if you vacate your Supply Address; or
  - (v) if you enter into a new electricity contract with either us or another retailer for the supply and sale of electricity to your Supply Address, in which case clause 6(d) will apply.
- (c) Subject to clause 6(d), you may end your PFIT Agreement without notice.
- (d) Termination of your PFIT Agreement will not become effective until the earlier of:
  - (i) if you enter into a new Market Agreement and PFIT Agreement with us, the date the new agreements commence;
  - (ii) if you enter into a new electricity contract with another retailer for the supply and sale of electricity to your Supply Address, the date the other retailer becomes responsible for offering to purchase the electricity you generate; or
  - (iii) if your Supply Address is disconnected, the date when you no longer have a right under the Energy Laws to be reconnected.

## 7. Your Obligations

### You must:

- (a) comply with all Relevant Laws and the terms of Your PFIT Agreement at all times;
- (b) maintain and comply with Your agreement with Your Distributor at all times for electricity metering connection, disconnection, reconnection and metering services;
- (c) notify us if you intend to increase the energy capacity of your Qualifying Solar Energy Generating Facility;
- (d) provide us and our representatives with access to your Qualifying Solar Energy Generating Facility at your property for inspection purposes at all reasonable times and on reasonable notice, and you agree to provide us with prior notice of any safety hazard which could in any way pose a risk to the health or safety of any our representatives at your property;
- (e) not tamper or interfere with the Metering Equipment;
- (f) keep the Metering Equipment and any ancillary equipment or connections in good condition and repair; and
- (g) in accordance with clause 2.1, notify us if the generating capacity of your Qualifying Solar Energy Generating Facility exceeds 5 kilowatts.

## 8. Notices

- (a) Notices and bills under your PFIT Agreement must be sent in writing to your preferred contact information, unless your PFIT Agreement or the Energy Laws say otherwise.
- (b) Notices and bills are taken to have been received by you or by us (as the case may be):
  - (i) on the date it is sent to the party at the party's preferred contact information;
  - (ii) on the date three Business Days after we post it to your Supply Address or contact address or you post it to us; or
  - (iii) in the case of an email, on the date of transmission unless the sender receives notice that delivery did not occur or has been delayed.
- (c) You must advise us as soon as possible of any relevant change to your contact details.

## 9. Complaints

We will handle your complaint in accordance with our Complaints Handling Procedure as available on our website and in accordance the Energy Laws.

## Glossary

**Billing Cycle** means:

- (a) in respect of Customers who have entered into a Business Customer Agreement, the 'Billing Period' as defined in the Business Customer Agreement; and
- (b) in respect of Customers who have entered into a Market Agreement or are supplied electricity by us under a Standing Offer, the regular recurrent period for which you receive a bill from us, as applicable.

**Business Customer Agreement** means a contract with us for the sale of electricity for business electricity customers that is not a Market Agreement or a Standing Offer.

**Business Day** means a day other than a Saturday, a Sunday or a public holiday in Victoria.

**Charges** mean the tariffs and fees you are required to pay us for our supply of electricity to you.

**Contract** means your contract with us for the sale of electricity to you, under a:

- (a) Market Agreement; or
- (b) Standing Offer.

**Customer** means the person named in the Contract.

**Customer Offer** has the meaning given to that term in your Business Customer Agreement (if applicable).

**Energy Laws** means the Electricity Industry Act 2000 (Vic), the Energy Retail Code of Practice, the Electricity Safety Act 1998 (Vic), the National Electricity Law and all other relevant rules, regulations, codes, procedures, statutory instruments, licences, proclamations and laws applicable to the generation, sale and supply of electricity in the National Electricity Market.

**Energy Plan** means the document setting out the terms of our offer to sell you electricity, including the Benefit, Feed-In Tariff Rate, and other tariffs and charges.

**Feed-In Tariff Payment** has the meaning given to that term in clause 3.2(a).

**GST** has the meaning given to that term in the A New Tax System (Goods and Services Tax) Act 1999 (Cth). **GST Amount** has the meaning described in clause 4(a).

**Market Agreement** means a contract with us for the sale of electricity, consisting of our Market Agreement Terms and Energy Plan.

**PFIT Agreement** means the agreement that is formed between you and us when we purchase electricity from you under these Terms.

**Premium Feed-In Tariff Rate** means the feed-in tariff rates specified in the Schedule.

Premium Feed-In Tariff Scheme has the meaning given in the Preamble.

Qualifying Customer has the meaning described in clause 2.1.

Qualifying Solar Energy Generating Facility means a photovoltaic generating facility that:

- (a) has an installed or nameplate generating capacity of 5 kilowatts or less; and
- (b) is connected to a distribution system.

Responsible Person means the person who has responsibility for meter reading for a particular connection point, being either the metering coordinator or the relevant distributor.

Standing Offer means our offer to sell electricity on terms and conditions that have been specified by law and prices as published on our website.

Supply Address means the premises to which we supply electricity and with respect to which we will purchase electricity from you, as detailed in the Business Customer Agreement or your Energy Plan (as applicable), and which is connected to the national electricity market.

Terms means these Feed-In Tariff Scheme Terms.

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## Contact us

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