

# Terms and Conditions

## Solar Feed-in Tariff

6 September 2024



**GO**  
**Australian**

## Preamble

These terms and conditions are annexed as an addendum to your market retail contract between you and us. This Contract Addendum concerns the sale of energy from a small renewable energy generation (SREG) facility installed at your premises.

This contract does not replace or vary any obligations or rights conferred on either party under your market retail contract, or obligations or rights conferred by applicable Electricity Laws. To the extent of any inconsistency, the between this contract addendum and any applicable Electricity Laws, the provisions of the applicable Electricity Laws will prevail.

## 1. The parties

This Contract Addendum is between:

**Blue NRG Pty Ltd** who sells energy to you at your premises (referred to in this Contract addendum as “we”, “our” or “us”); and

You, the customer to whom this Contract Addendum applies (referred to in this Contract Addendum as “you” or “your”).

## 2. Supply of feed-in energy

**2.1** You agree to sell, and we agree to purchase, electricity generated by your SREG facility, which will be exported back to the Distribution Network under the terms and conditions set out in this Contract Addendum.

**2.2** Electricity generated from your SREG facility which is exported back into the Distribution Network is subject to a feed-in tariff, the minimum rate of which will be determined in accordance with the Electricity Laws and any relevant market conditions from time-to-time. For more information on the minimum feed-in tariff visit: [www.esc.vic.gov.au/electricity-and-gas/electricity-and-gas-tariffs-and-benchmarks/minimum-feed-tariff](http://www.esc.vic.gov.au/electricity-and-gas/electricity-and-gas-tariffs-and-benchmarks/minimum-feed-tariff).

**2.3** In order to be eligible for a solar feed in tariff you must have an SREG installed at your Supply Address and be either:

- (a) a Residential Customer; or
- (b) a Business Customer consuming less than 160 Mwh per annum.

**2.4** You acknowledge that we are only obliged to buy the electricity that is recorded by the feed-in electricity meter readings. These readings are given to us by the network operator or estimated where the Electricity Laws allow it. We are not required to pay you any feed-in tariff for electricity that your system cannot export to the power grid.

## 3. Commencement date and term

### 3.1 Commencement

This Contract Addendum commences on the date that you agree to the sale of electricity from your SREG facility under this Contract Addendum, or at a date agreed between you and us.

### 3.2 Term

This Contract Addendum expires at the same time that your market retail contract with us expires, or upon termination as set out in clause 3.3.

### 3.3 Termination

This Contract Addendum ends:

- (a) upon expiration of the term of your market retail contract; or
- (b) upon vacation of your premises by you (i.e. you move out); or
- (c) if we both agree to a date to end this Contract Addendum —on the date that is agreed; or
- (d) if you start to buy energy for the premises from a different retailer under a customer retail contract – on the date the new retail contract starts; or
- (e) if you no longer continue to be eligible for feed-in tariffs from your SREG facility.

### 3.4 Premium solar feed-in tariff period

- (a) The Premium Solar Feed-in Tariff (PFIT) scheme began in late 2009 and concluded for new applicants at the end of 2011. This scheme provided eligible households, businesses, and community organizations with small-scale solar systems of five kilowatts or less a credit of at least 60 cents per kilowatt hour for excess electricity fed back into the grid.
- (b) Existing customers with a valid PFIT contract will continue to receive this rate until 1 November 2024, provided they do not add extra solar panels to their system. However, customers will lose their eligibility for the premium rate if they enhance their generating capacity after the scheme's closure, even if the overall system size remains five kilowatts or under.
- (c) The PFIT is tied to the property where the solar panels are installed and cannot be transferred when moving houses. Solar Customers who install small-scale batteries as part of their current PV system remain eligible for feed-in tariffs for the electricity they generate and export to their retailer.
- (d) The PFIT operates as a net metered scheme, meaning that a household's total electricity consumption is offset against the total electricity generated by its solar panels, calculated every half hour. The premium tariff is paid for every excess kilowatt of energy fed back into the grid.
- (e) The scheme is set to end on 1 November 2024, after which we are not obliged to pass on these credits.

## 4. Connection of SREG facility

- (a) At your request, we will arrange for the network operator to facilitate connection of the SREG facility at your premises to the Distribution Network to enable the export of electricity generated by your SREG facility.
- (b) We will use our best endeavours to arrange for such a connection with your network operator not more than two Business Days after you provide the necessary documentation and information required by us and/or the network operator to facilitate the connection.
- (c) Any distribution charges that we incur in relation to the connection, disconnection or reconnection of your SREG facility to the Distribution Network will be payable by you at the relevant applicable price charged to us by the network operator.

## 5. Feed-in charges and tariffs

- 5.1** Your monthly electricity invoice will include payment from us for any electricity generated by your SREG facility and exported from your premises to the Distribution Network.
- 5.2** This payment, known as a feed-in tariff, will be payable as per your market retail contract with us and will be credited against the charges payable for electricity in the next billing period and will be included in your bill for that period.
- 5.3** We may change the feed-in tariff rates from time-to-time, however they will always remain at or above the minimum set by the Electricity Law.
- 5.4** If there is going to be a change in the feed-in Tariff, we will notify you at least 5 Business Days ahead of the change.
- 5.5** Any excess premium solar feed-in credits are extinguished (i.e., they expire) on the earlier of:
- (a) 12 months after the credit first arises or after previous excess credits were extinguished.
  - (b) The day the contract between you and us ends.
  - (c) The last day of the premium solar feed-in tariff period for you.

## 6. GST

- 6.1** The rate at which we purchase energy exported to the Distribution Network, by your SREG facility does not include GST, subject to the following clauses:
- (a) If you are registered for GST and notify Blue NRG of your ABN, we will credit to you an amount for the GST an additional 10% on your feed-in tariff which we will credit you for the electricity exported to the Distribution Network (that is, we will increase the feed-in tariff payable to you to cover GST payable on supply).
  - (b) If you provide us with information that your Small Renewable Energy Generation (**SREG**) facility is for private and domestic purposes, and you do not provide us with your Australian Business Number (ABN), you warrant, on a continuing basis, that the SREG facility is not related to any business enterprise conducted by you and no Goods and Services Tax (GST) rebate is payable. This warranty continues for the duration of this Agreement. In the event that your circumstances change and you commence using the SREG facility for business purposes, you are obligated to promptly inform Blue NRG of such change.
  - (c) If (b) is applicable, we may require you to complete a 'No ABN Withholding Declaration' (the form for which is available from us on request).
- 6.2** Total GST charged on your invoice under this Contract Addendum will only be payable on 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.

## 7. Prices and charges

- 7.1** You must pay us for any energy and other goods or services provided to you at your premises in accordance with your market retail contract.
- 7.2 Relevant tariffs**
- (a) Our tariffs and charges for the sale of energy to you under this Contract Addendum are our market offer prices for Solar Customers. These are published on our website and include network operator charges.
  - (b) The minimum solar feed-in tariff payable for energy exported in Victoria from your SREG facility is mandated by the Essential Services Commission of Victoria and is varied annually. We will notify you of any variations to the minimum feed-in tariff.
  - (c) As a result of the installation of the SREG facility at your premises, you acknowledge that your network tariff may be reassigned as required by the network operator.
  - (d) You may be subject to demand tariffs charged by your Distributor, which is outside our control. A demand tariff is a charge that applies for the maximum electricity supplied to your premises for each day of the billing period, regardless of how much electricity you consume. If applicable this will be charged in dollars per kilowatt of maximum demand per month and included in your next bill.

### 7.3 Relevant charges

From time to time, Victorian or Commonwealth Government(s), network operators or other industry participants may impose on us new or increased charges or taxes relating to the purchase of energy generated by SREG facilities. Consistent with Electricity Laws, 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 electricity invoice.

## 8. Notices

- 8.1** Notices and invoices under this Contract Addendum must be sent in writing in accordance with agreement you have with us for the supply of electricity.
- 8.2** Our contact details for you to contact us or send us a notice are as set out in our invoice to you, or as otherwise notified to you from time to time.

## 9. Invoice cycle

- 9.1** We will normally invoice you for energy usage and associated charges monthly as per your market retail contract.
- 9.2** Your monthly invoice will include any calculations to pass on the minimum feed-in tariff for electricity generated by your SREG facility.
- 9.3** Your invoice will contain at least all the information required by the Energy Retail Code.



## 10. Adjustments to invoice

### 10.1 Undercharging

If we have undercharged you, we may recover the undercharged amount from you in accordance with the Energy Retail Code.

### 10.2 Overcharging

If we have overcharged you, we will credit the overcharged amount to you in accordance with the Energy Retail Code.

### 10.3 Review of invoice

- (a) In the event you have any objections to your invoice, we encourage you to promptly notify us of your concerns. Upon receipt of your notification, we will initiate a review of your invoice in accordance with the Energy Retail Code of Practice or National Energy Retail Rules, depending on which is applicable. During this review process, it is important to note that you are still obligated to pay the undisputed portion of your invoice. We will communicate with you throughout this process and work diligently to resolve any disputes.
- (b) If, as a result of your invoice review, you request a test of the feed-in electricity meter, and the meter test shows that the feed-in electricity meter is compliant with applicable Electricity Laws, you agree to pay the costs of the test. If the test shows that the feed-in electricity meter does not comply with Electricity Laws, you will not be charged for the cost of the test and we will amend your invoice in accordance with the Energy Retail Code.

## 11. Metering

### 11.1 Meter Data

- (a) Wherever possible, we will base your invoices on actual meter data obtained from your feed-in electricity meter.
- (b) If we cannot base a feed-in tariff credit on a reading of the electricity feed-in meter, we will not make a payment or credit unless the network operator estimates the generation exported into the Distribution Network from your SREG facility, in accordance with Electricity Laws.

### 11.2 Meter access

- (a) You must allow us (or our representative) unhindered and convenient access to your premises for the purposes of accessing your electricity feed-in meter during the term of this Contract Addendum, and for a reasonable period of time after termination of this Contract Addendum.
- (b) You acknowledge that we may need to access your premises as per clause 11.2(a) to connect, disconnect or reconnect your energy supply, carry out maintenance and test electrical equipment on the Distribution Network, or to otherwise assist us to comply with our obligations under this Contract Addendum and the Electricity Laws.
- (c) You must advise us immediately if you become aware of a potential safety hazard at your premises and provide us or our representatives with adequate protection against that hazard.

## 12. Accrual of renewable energy certificates

You retain any Renewable Energy Certificates (RECs) created through the generation of electricity from your SREG facility.

## 13. Force majeure

Force majeure provisions apply in accordance with your market retail contract.

## Glossary

**Electricity Laws** means all rules, regulations, codes, statutes, guidelines, licenses, legislation, orders in council, tariffs, proclamations, direction or standards, including the Renewable Energy (Electricity) Act 2000, Electricity Industry Act 2000 and the Energy Retail Code of Practice that regulate participants of the energy industry in Victoria as varied or replaced from time to time.

**Business Customer** means a customer who is not a Residential Customer.

**Contract Addendum** means the terms and conditions set out in this document.

**Distribution Network** means the network used to deliver energy to your premises.

**Energy Retail Code** means the Victorian Energy Retail Code as published by the Essential Services Commission of Victoria and amended from time to time.

**Feed-in tariff** means the credit, in cents per kWh, for electricity exported from SREG facilities at your premises to the Distribution Network.

**Feed-in electricity meter** means a meter which is compliant with the requirements of the National Electricity Market which records the energy generated and exported into the Distribution Network by your SREG facility.

**GST** means GST as defined in GST Law. GST Law, means A New Tax System (Goods and Services Tax) Act 1999 as amended from time to time or any replacement or other relevant legislation and regulations.

**Market retail contract** means to the energy contract for the sale and supply of energy at your premises between you and Blue NRG.

**Network operator** means the entity that operates the distribution or transmission network used to deliver energy to the premises.

**Premium Solar Feed-in Tariff** or **PFIT** means the scheme established under the Electricity Industry Amendment (Premium Solar Feed-in Tariff) Act 2009 (VIC), which provides a credit of at least 60 cents per kilowatt hour to eligible small-scale solar systems of five kilowatts or less for excess electricity fed back into the grid. This scheme is set to end on 1 November 2024.

**Residential Customer** means a customer who purchases energy principally for personal, domestic or household use.

**Solar Customer** means a residential or small business customer with an SREG facility.

**SREG** means a "Small Renewable Energy Generator" as that term is described by the Electricity Act 2000 (Vic), being a wind energy, solar energy, hydro or biomass energy facility connected to a distribution system, that generates electricity and has an installed or name-plate generating capacity of less than 100 kilowatt.

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## Contact us

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