

Alinta Energy Retail Sales Pty Ltd

Retailer Payment Terms and Conditions



keeping it fair

alintaenergy

welcome

A new way with energy

At Alinta Energy, we're doing things differently. We're going right back to basics. Making energy really simple. The way it should be - more helpful, more transparent and more informative. Innovative energy plans. Offers that make sense. Better ways to do business. Phone calls answered promptly. Questions answered in a straightforward way. Bills explained in real terms.

An understanding

Over the years we've learnt a lot from our customers. We've learnt a lot about people too. We know that Australians are doing it tough, so we're here to help. We're committed to making energy more affordable, for all Australians.

A better way with energy

Our challenge and commitment is to make energy more affordable. You'll likely find us more straightforward and easier to deal with than many other energy retailers. Whether it's getting through to us promptly on the phone or being able to smooth your energy account payments in monthly instalments.

Enjoy the Alinta Energy difference!

1 About this agreement

- 1.1 You agree to sell to us and we agree to purchase from you Small Renewable Energy Generation Electricity during the Term of this Agreement.
- 1.2 You are eligible to enter into this Agreement with us if:
- (a) you have a Supply Agreement for the address at which your Generator is installed;
 - (b) you sign up to connect and receive a feed-in tariff after 1 January 2013;
 - (c) you are a Relevant Generator; and
 - (d) you are able to supply us with Small Renewable Energy Generation Electricity.
- 1.3 This Agreement comprises:
- (a) these terms and conditions; and
 - (b) our customer charter.
- 1.4 Despite any other provision of this Agreement, if there is any inconsistency between these terms and conditions and our customer charter, that part of the terms and conditions is to be read as deleted and the rest of the Agreement is not affected.

2 Interpretation

- 2.1 In this Agreement:
- (a) a reference to 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;
 - (b) a singular word should be understood to include the plural and vice versa;

- (c) a year should be read as commencing on the start date of this Agreement;
- (d) a reference to a month means a calendar month.

3 Connection to the distributor's distribution system

- 3.1 If you make a request to us to connect your Generator to a Distributor's distribution system we will make a request that your Distributor arrange the connection as soon as practicable after you have satisfied us that you comply with clause 1.2 of this Agreement. We will make the request of your Distributor by no later than the next Business Day after you have satisfied us that you comply with clause 1.2 of this Agreement and have supplied us with all of the information that we need under the *Electricity Safety Act 1998 (Vic)*.
- 3.2 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.

4 Commencement and duration

- 4.1 This Agreement commences when:
- (a) all of the eligibility criteria set out in clause 1.2 are met; and
 - (b) your Distributor confirms with us that you are connected to their network and that you have complied with all of their requirements; and
 - (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 This Agreement will continue until:

(a) your Supply Agreement with us comes to an end;

(b) you or we otherwise terminate this Agreement in accordance with clause 6.

5 Change of supply tariff

5.1 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.

5.2 If clause 5.1 applies you may select any supply tariff that is otherwise available to you and is not an Excluded Tariff.

6 Termination

6.1 This Agreement automatically terminates if:

(a) the Supply Agreement is terminated by either party; or

(b) you cease to be a Relevant Generator; or

(c) the Generator ceases to be a 'small renewable energy generation facility' as that term is defined in section 40F of the *Electricity Industry Act 2000*.

6.2 In circumstances other than those outlined in clauses 6.1, termination of the Agreement does not become effective until (whichever occurs first):

(a) another retailer becomes financially responsible for the Supply Address if you elect to transfer to another retailer; or

(b) the date by which you no longer have a right to under the Energy Retail Code to be reconnected if your Supply Address is disconnected; or

(c) you enter into a new feed-in contract agreement with us, following the expiry of any cooling off period in respect of the new feed-in contract.

6.3 Subject to clause 6.1, we may not terminate this Agreement unless you enter into a new feed-in contract with us or transfer to another retailer in respect of the Supply Address.

7 Small renewable energy generation feed-in credits

7.1 We will credit your Small Renewable Energy Generation Electricity Credits for the relevant period against charges payable by you under your Supply Agreement for that relevant Billing Period.

7.2 The Small Renewable Energy Generation Electricity Credits that you receive for any given Billing Period will be calculated in accordance with the following formula:

Small Renewable Energy Generation Electricity Credit = GSF Rate x Small Renewable Energy Generation Electricity Supplied

Where:

GSF Rate means \$0.08 per kilowatt-hour (excluding GST) or such other amount as may be gazetted by us from time to time, with the minimum amount payable to be determined by the relevant regulator.

Small Renewable Energy Generation Electricity Supplied means the amount (measured in kilowatt hours) of Small Renewable Energy Generation Electricity supplied to the Distributor's distribution

system by you in the relevant Billing Period, as recorded by the Meter or as may be determined under clause 7.3.

7.3 If we have been unable to calculate your Small Renewable Energy Generation Electricity Supplied for a relevant period based on a reading of your Meter your Small Renewable Energy Generation Electricity Supplied for that period will be zero until your Distributor estimates the generation in accordance with the Applicable Regulations.

7.4 If the amount you owe us for a Billing Period is less than the amount of your Small Renewable Energy Generation Electricity Credits the balance of the Small Renewable Energy Generation Electricity Credits will remain as a credit on your next bill.

7.5 For the avoidance of doubt, no interest may be charged by you in relation to any Small Renewable Energy Generation Electricity Credits that you may have accumulated from time to time under the terms of this Agreement.

7.6 If at any time you wish us to review your account you may request us to do so and we will review it in accordance with the relevant provisions of the Energy Retail Code.

7.7 A Small Renewable Energy Generation Electricity 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.

7.8 If at any time we have applied:

(a) fewer Small Renewable Energy Generation Electricity Credits to your account than we should have done under the terms of this Agreement

we will credit those amounts to your account.

(b) more Small Renewable Energy Generation Electricity Credit to your account than we were obliged to do under the terms of this Agreement we may recover the over-credited amount and in doing so we will follow the procedures set out in clause 7.2 of the Energy Retail Code or the relevant clause in any amended version of the Energy Retail Code.

8 Metering

8.1 You must install a Meter at the Supply Address that complies with all Applicable Regulations and any reasonable requirements imposed by us or by your Distributor.

8.2 You agree to take whatever steps may be necessary to provide us with access to any information that is generated by your Meter.

8.3 Subject to you providing us with reasonable and safe access to the Supply Address, we aim to ensure that your Meter is read at least once every 6 months. We or the responsible person, or our or the responsible person's representative, will carry or wear official identification and on request will show that identification. 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.

8.4 You must not tamper with your Meter.

9 Additional costs

9.1 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.
- (b) any charges imposed on us by the Distributor as a result of the metering services supplied by the Distributor.

9.2 If work needs to be undertaken that may lead to costs of the type described in clause 9.1 being incurred you may ask us to specify what those costs are before the work is undertaken.

10 Your bill

10.1 You will not receive a separate bill or statement as a result of entering into this Agreement. Any Small Renewable Energy Generation Electricity 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.

10.2 Your bill will clearly itemise:

- (a) the amount of Small Renewable Energy Generation Electricity supplied by you to us during the relevant Billing Period;
- (b) the amount of Small Renewable Energy Generation Electricity Credits accumulated by you;
- (c) the amount (if any) of excess Small Renewable Energy Generation Electricity Credits remaining on your account; and
- (d) any charges that we have applied to your account or other adjustments that we have made.

11 Interruption, reduction or disconnection

- 11.1 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.
- 11.2 You agree that the connection of your Generator, and your ability to supply us with Small Renewable Energy Generation Electricity may be interrupted, discontinued or restricted for the same reasons set out in your Supply Agreement.

12 GST

- 12.1 Any consideration or amount payable under this Agreement including any non-monetary consideration, is exclusive of GST unless stated otherwise.
- 12.2 Subject to clause 12.3, 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; and
 - (b) you must pay such an amount to us within 14 days of being provided with a valid tax invoice by us.
- 12.3 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 12.2 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.

- 12.4 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 agree to indemnify for any such liabilities that we may incur.
- 12.5 If you are a business customer you must supply us with a valid ABN in respect of this Agreement.
- 12.6 Unless you supply us with a valid ABN under clause 12.5 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.

13 Your rights

- 13.1 You may ask us to review your bills or provide you with information on any feed-in tariff offers that we may from time to time make and we will process your request and provide the information to you within a reasonable period of time.
- 13.2 You may request historical data relating to this Agreement for a period of up to 2 years, even if you cease to be our customer, and we will process such a request within a reasonable period of time.
- 13.3 You may be required to pay our reasonable costs of providing any information that you have sought from us under this clause 13 if the request to provide such information is not the first request made in the preceding 12 months or the data requested relates to a period prior to the preceding 2 years.

14 Your obligations

- 14.1 You must comply with all applicable laws. In particular you must supply us with Small Renewable Energy Generation Electricity in accordance with the Supply Requirements.
- 14.2 You must ensure that any variations in the voltage and/or frequency do not exceed the levels prescribed by the Applicable Regulations.
- 14.3 You must ensure that you supply Small Renewable Energy Generation Electricity at the point where the Distributor's distribution system connects to the Supply Address.
- 14.4 You must not modify the Generator without first notifying the Distributor and if required obtaining the written consent of the Distributor.
- 14.5 You must notify us as soon as is reasonably practicable about any changes in your contact details or other relevant circumstances.
- 14.6 You must ensure that the installed or name-plate generating capacity of your Generator does not exceed 100 Kilowatts.

15 Force majeure

- 15.1 If, but for this clause 15, 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.

15.2 For the purposes of clause 15.1(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.

15.3 The parties may agree with one another that a defaulting party is not to have the benefit of clause 15.1(a) in respect of any Force Majeure Event.

15.4 A party that seeks to rely upon clause 15.1(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.

15.5 Nothing in this clause 15 varies or excludes the operation of section 120 of the National Electricity Law.

16 Miscellaneous

Liability

16.1 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.

Assignment

16.2 You must not novate this Agreement or assign, transfer or deal with the rights created under this Agreement without our written consent.

16.3 We may only assign our rights and obligations under this Agreement with your consent if the assignment forms part of the transfer to a third party of all or substantially all of our retail business.

Notices

16.4 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.

Governing Law

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

Waiver

16.6 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.

Variations

16.7 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 40G of the *Electricity Industry Act 2000* (Vic); or

(b) the parties may vary this Agreement by agreement in writing.

16.8 By entering into this Agreement you provide us with explicit informed consent to any such variations.

Severance

16.9 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.

Entire Agreement

16.10 This Agreement sets out the entirety of the agreement between us for the supply of Small Renewable Energy Generation 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.

16.11 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.

16.12 If and to the extent that any matter is required 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.

Changes in the Laws

16.13 It is acknowledged that there may be changes in the laws that govern the sale and supply of electricity (including Small Renewable Energy Generation Electricity) which may affect the operation of this Agreement. It is agreed, and you provide your explicit informed consent, 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.

Complaints

16.14 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 Energy Retail Code or the relevant clause in any amended version of the Energy Retail Code.

17 Definitions

17.1 In this Agreement the following words and phrases bear the meanings set out in this clause.

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 Period: means a calendar month during which we supply you with electricity under your Supply Agreement.

Business Day: means any day that is not a Saturday, Sunday or a proclaimed Public Holiday under the *Public Holidays Act 1993* (Vic).

Distributor: means the holder of the distribution licence of the electricity distribution network to which the Supply Address is connected;

Due Date: means the date your bill becomes due and payable.

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 we do not provide feed-in credits.

Force Majeure Event: means an event beyond the reasonable control of you or us.

Generator: means a 'small renewable energy generation facility' as defined in section 40F of the *Electricity Industry Act 2000* (Vic) through which you will supply us with Small Renewable Energy Generation Electricity under this Agreement.

GPP: means a Green Power Product arising under the National Green Power Accreditation Program as described in the National Green Power Accreditation Program Rules, Version 8, 2012 or any successor or replacement that may be published or adopted from time to time.

GST: means the Goods and Services Tax as defined under the GST Law.

GST Law: means the same as 'GST Law' means in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Meter: means a device installed to the satisfaction of the distributor for the purpose of recording the amount of Small Renewable Energy Generation Electricity supplied by you to us.

REC: means a renewable energy certificate as defined under the *Renewable Energy (Electricity) Act 2000* (Cth) and the *Renewable Energy (Electricity) Regulations 2001* (Cth).

Relevant Generator: has the meaning given to that phrase in section 40F of the *Electricity Industry Act 2000* (Vic).

Small Renewable Energy Generation Electricity: has the meaning given to that phrase in section 40F of the *Electricity Industry Act 2000* (Vic).

STC: means a small-scale technology certificate as defined under the *Renewable Energy (Electricity) Act 2000* (Cth) and the *Renewable Energy (Electricity) Regulations 2001* (Cth).

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 at a single rate tariff to the supply address.

Supply Requirements: are the requirements that may be specified by your Distributor from time to time.

Term: has the meaning given by clause 4 of this agreement.

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