



1st Energy

Solar terms and conditions

New South Wales, Queensland, Australian Capital Territory, South Australia and Tasmania

1 About these Terms and Conditions

- 1.1 These are the terms and conditions on which we (1st Energy Pty Ltd) will purchase solar exported electricity from you, our customer at the Premises.
- 1.2 These terms and conditions apply if and for as long as:
 - 1.2.1 you are an electricity retail customer of ours at the Premises;
 - 1.2.2 you are a Small Customer at the Premises;
 - 1.2.3 the Premises are in New South Wales, Queensland, Australian Capital Territory, South Australia or Tasmania; and
 - 1.2.4 the electricity exported from the Premises is generated by a Qualifying Solar System.

2 Solar Credit

- 2.1 Subject to the following conditions, we will give you a credit for all electricity that is generated by a Qualifying Solar System and exported from your Premises at the meter.
- 2.2 The export amount will be determined by readings of the meter and will be net of any of your usage at the Premises.
- 2.3 The credit will apply against the charges payable by you to us under your electricity retail contract.
- 2.4 The credit that arises during a period of supply will be included in the electricity bill that relates to that period of supply.
- 2.5 If, in a period of supply of electricity to you, the credit exceeds the amount owed by you for electricity supplied in that period, the excess credit amount will be:
 - 2.5.1 credited against the charges payable to us for electricity we supply to you in the next period of supply; and
 - 2.5.2 included in your electricity bill that relates to that period of supply.
- 2.6 Alternatively, if you and we agree, we will periodically refund any excess credit amount to you if:
 - 2.6.1 the credit amount is at least \$20; and
 - 2.6.2 the credit amount is based on an actual meter read.
- 2.7 The periodic refund period will be quarterly, annual or any other period agreed with you.
- 2.8 We will also refund any excess credit amount remaining upon expiry of your retail electricity contract.
- 2.9 The rate for the export credit will be as set out in your energy plan details or as otherwise agreed between you and us from time to time. If there is a minimum feed in tariff that we are obliged to pay under any relevant regulations, the rate will be set at that regulated tariff.
- 2.10 Subject to the terms of your energy plan details, and any relevant regulatory requirements, we may vary the rate for the export credit from time to time.
- 2.11 If we vary the amount of the credit, we will notify you in accordance with any relevant regulatory requirements.
- 2.12 All credits will be inclusive of GST.

3 Connection to the Distributor's distribution network

- 3.1 If you ask us to, we will make a request to the relevant Distributor to connect your Qualifying Solar System to the Distributor's distribution network as soon as practicable after you satisfy all the requirements that enable us to make that request. You must supply us with all of the information that we need under the applicable regulations or that is otherwise required by the Distributor.
- 3.2 You are responsible for and must reimburse us for all reasonable costs and expenses that we incur in carrying out your request to connect your Qualifying Solar System to your Distributor's distribution network.
- 3.3 You acknowledge that you may be required to pay for:
 - 3.3.1 the cost of installing and maintaining any additional metering equipment or upgrades to existing metering equipment required by us or the Distributor, including the costs of a site assessment; and
 - 3.3.2 the cost of any additional works required by us or the Distributor in relation to the Qualifying Solar System and its connection to the distribution network.

- 3.4 If you request us to do so, we will advise you of the amount of any additional costs and expenses for which you may become liable under this clause 3 before the relevant work is undertaken.

- 3.5 We will start applying the credit to you after:

- 3.5.1 we receive confirmation from your Distributor that the Qualifying Solar System has been connected to the distribution network in a manner that allows the exported electricity to be metered and fed into the distribution network;
- 3.5.2 you have metering equipment at your Premises that records the electricity generated by your Qualifying Solar System and dispatched into the distribution network, and that meets our and the Distributor's reasonable requirements and any requirements under the applicable regulations; and
- 3.5.3 all other requirements of the Distributor and the applicable regulations have been met.

4 Your obligations

- 4.1 You must give us any information we reasonably require for the purposes of these terms and conditions. The information must be correct, and you must not mislead or deceive us in relation to any information provided to us. You must tell us promptly if information you have provided to us changes.
 - 4.2 You must:
 - 4.2.1 obtain and maintain all necessary licences, permits, registrations, exemptions and/or approvals from all relevant authorities (including building and planning approvals) required for you to generate and export electricity from the Premises;
 - 4.2.2 comply with all applicable regulations relating to the installation and operation of the Qualifying Solar System;
 - 4.2.3 supply us with the electricity in accordance with any requirements that may be specified by your Distributor from time to time (including in your network connection agreement with the Distributor);
 - 4.2.4 ensure that any variations in the voltage and/or frequency of the exported electricity do not exceed the levels prescribed by the Distributor or any applicable regulations; and
 - 4.2.5 ensure that you export electricity only at the agreed connection and metering point.
 - 4.3 You must not modify your Qualifying Solar System without first obtaining the written consent of the Distributor.
 - 4.4 You are responsible for the Qualifying Solar System and its use. We are not responsible for any act, omission, default or negligence of any third party including the Distributor. You agree that we will not be liable for any loss damage or injury that may be caused by the Qualifying Solar System or its use.
 - 4.5 You must install adequate protection devices to protect your the Qualifying Solar System from faults (including without limitation, power surges) on the electricity distribution network.
 - 4.6 If you can't meet an obligation relating to your Premises under these terms and conditions because you are not the owner, you won't be in breach of the obligation if you take all reasonable steps to ensure that the owner or other person responsible for the Premises fulfils the obligation.
- ## **5 Complaints and Dispute Resolution**
- 5.1 If requested, we will review the amount of a credit in accordance with all applicable regulations.
 - 5.2 If you have a complaint relating to the payment of a credit or these terms and conditions generally, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures published on our website.
 - 5.3 If you make a complaint, we must respond to your complaint within the required timeframes set out in our

standard complaints and dispute resolution procedures and inform you:

- 5.3.1 of the outcome of your complaint and the reasons for our decision; and
- 5.3.2 that if you are not satisfied with our response, you have a right to refer the complaint to the relevant Energy Ombudsman.

6 Miscellaneous

- 6.1 The terms of your electricity retail contract that relate to notices or other communications also apply to these terms and conditions.
- 6.2 Subject to any relevant regulatory requirements, we may vary these terms and conditions from time to time.
- 6.3 If we vary these terms and conditions, we will notify you in accordance with any relevant regulatory requirements.
- 6.4 If there is any inconsistency between these terms and conditions and any relevant regulatory requirements, the regulatory requirements apply.
- 6.5 If your electricity retail contract is assigned (by you or us), these terms and conditions will be similarly assigned. They cannot otherwise be assigned.
- 6.6 These terms and conditions are governed by the law of the jurisdiction where the Premises are located.

7 Definitions

7.1 In these terms and conditions:

Billing Period means the same period that we issue bills for electricity sold under your electricity retail contract.

Distributor means the registered network service provider operating the electricity distribution network to which the Premises are connected.

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).

Premises means the premises to which electricity is sold by us to you under the electricity retail contract between you and us.

Qualifying Solar System means a generation system that meets the requirements of the relevant State or Territory for payment by us of a regulated feed in tariff. If there are no such requirements, it means a solar photovoltaic generator that has a generating capacity of less than 5kW.

Small Customer means a small customer, as defined in the National Electricity Retail Law, as applying in the relevant State or Territory.