



General Feed-In Tariff Scheme Terms

VIC | NSW | ACT | SA | QLD

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Pacific Blue Retail Pty Ltd
ABN 43 155 908 839

2 Feed-In Tariff Scheme Terms

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General Feed-In Tariff Scheme Terms

Preamble

These Terms set out the conditions on which we will purchase electricity from you, our Customer, if you are a Qualifying Customer for a feed-in tariff (FIT) 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, except 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 the Energy Laws change. 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.

Unless otherwise specified, capitalised words used in these Terms are defined in clause 10.

1 About your FIT Agreement

1.1 Are you a Qualifying Customer?

- (a) To be a Qualifying Customer for a Supply Address, you must be a Customer who:
 - (i) meets the requirements for an Eligible Generator;
 - (ii) engages in the generation of electricity at your Supply Address through an Eligible Generator; and
 - (iii) has a suitable meter type and tariff at your Supply Address.
- (b) To the extent applicable under relevant Electricity Laws, if you have a facility that generates renewable electricity and it is not connected to the distribution system to which your Supply Address is connected, on your request and as soon as practicable after you enter into a Contract with us, we will request your distributor to connect your facility to the distribution system, to enable your facility to become an Eligible Generator. We will make this request no

later than the next Business Day after receiving from you all documentation required under the applicable Electricity Laws and all documentation reasonably required by us or the relevant distributor.

- (c) If we determine that you are not, or cease to be, a Qualifying Customer, we will contact you to advise you of any other options you may have.

1.2 When does your FIT Agreement start?

- (a) Subject to clause 1.2(b) and (c) and any applicable cooling-off period in your Contract, we may agree a start date with you for your FIT Agreement.
- (b) Your FIT Agreement will start on the later of:
 - (i) the date we start supplying electricity to your Supply Address; or
 - (ii) if you are already our Customer, the date:
 - (A) we accept your Customer Offer, or you accept the offer set out in your Energy Plan (as the case may be) and satisfy any relevant pre-conditions; or
 - (B) we start to sell you electricity under our Standing Offer; and
 - (iii) the date you become a Qualifying Customer.
- (c) If you have entered into a Market Agreement with us, you must give us your explicit informed consent to entering into your FIT Agreement.

2 About your Feed-In Tariff

2.1 What is your Feed-In Tariff Rate?

- (a) Your Feed-In Tariff Rate is specified in the Business Customer Agreement or your Energy Plan (as applicable) and may be varied in accordance with these Terms, your Contract and applicable Energy Laws.
- (b) If your generation of electricity from an Eligible Generator 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 4(a) before the time you have provided us with this information.

- (c) From time to time, we may choose to credit you an additional amount for the electricity you feed back into the grid. We may withdraw this additional credit at any time by notice to you, in accordance with clause 2.1(e).
- (d) Within 10 Business Days of a request from you, we will give you information (in writing if you require) about the Feed-In Tariff Rates we can offer you.
- (e) We will give you advance notice of any variation to the Feed-In Tariff Rate or additional amount credited by us under clause 2.1(c). A notice of a variation to our tariffs under your Contract is taken to be a notice under your FIT Agreement.
- (f) We may offer you a Feed-In Tariff Rate as a single-rate tariff or as a time-varying tariff in accordance with the applicable Energy Laws.

2.2 How do we determine your feed-in tariff payment?

- (a) Unless you expressly consent otherwise, your feed-in tariff payment will be based on the amount of electricity you export to the grid from the Eligible Generator at your Supply Address during a Billing Cycle multiplied by the Feed-In Tariff Rate (Feed-In Tariff Payment).
- (b) To enable us to determine your Feed-In Tariff Payment under clause 2.2(a), you must:
 - (i) have a national electricity market compliant meter that records your supply of electricity to the grid; and
 - (ii) comply with clause 2.2(c) so that your meter can be read.
- (c) You must allow the Responsible Person, or the Responsible Person's representative, safe, convenient and unhindered access to your Supply Address and meter, for the purpose of reading your meter (and for

connection, disconnection, reconnection, maintenance and repair). The person who requires access will carry or wear official identification and on request will show that identification to you.

- (d) If a reading of your meter cannot be obtained during any Billing Cycle and the Responsible Person provides us with an estimate of the amount of electricity you export to the grid, your Feed-In Tariff Payment will be based on that estimate.
- (e) If your Feed-In Tariff Payment is estimated under clause 2.2(d) and we later receive an actual reading of your meter, we will adjust your next bill under clause 2.5 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.

2.3 When do we pay you for the electricity you export?

- (a) Subject to clause 2.3(b), we will apply the 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.
- (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 2.2, or if some other event occurs that is outside our control.

2.4 What if your Feed-In Tariff Payment exceeds our Charges?

If your 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.

2.5 What is your Feed-In Tariff Payment is more or less than it should be?

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.

3 Billing and Payments

3.1 What do you have to pay?

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.

3.2 Bill reviews

If you ask us to, we will review any credits applied to your account as required by the Energy Laws.

3.3 Your historical billing information

- (a) We will retain your Feed-In Tariff Payment information for at least two years regardless of whether you remain our Customer.
- (b) If you request any historical Feed-In Tariff Payment information, we will process your request in accordance with the Energy Laws.

4 GST

- (a) If GST is payable, or notionally payable, on a supply made under or in connection with your FIT 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). Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time (and in the same manner) that the other consideration for the supply is provided. If a tax invoice is not received prior to the provision of that other consideration, the GST Amount is payable within 10 days of the receipt of a tax invoice. This clause does not apply to the extent that the consideration for the supply is expressly stated to be GST inclusive or the

supply is subject to reverse charge.

- (b) Where any indemnity, reimbursement or similar payment under your FIT 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 FIT 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 2.1(b) the parties agree that from the later of the formation of your FIT 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 FIT Agreement;
 - (ii) you will not issue tax invoices and adjustment notes in relation to your supply of electricity to us under your FIT Agreement;
 - (iii) you represent and warrant that you are registered for GST when you enter into your FIT 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 FIT 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 FIT 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 FIT 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 FIT 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 of 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 FIT 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.

5 Ending your FIT Agreement

- (a) If your Contract is ended by either you or us, your FIT Agreement will automatically end at the same time.
- (b) We may not otherwise end your FIT Agreement except as set out in the Contract or unless 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 5(d) will apply.
- (c) Subject to clause 5(d), you may end your FIT Agreement without notice.
- (d) Termination of your FIT Agreement will not

become effective until the earlier of:

- (i) if you enter into a new Contract and FIT 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.

6 Force majeure

If an event occurs which is outside the reasonable control of us or you, and either you or we breach your FIT Agreement due to this event only, we will deal with the breach in accordance with the Energy Laws.

7 Complaints

We will handle any complaint by you in accordance with your Contract, or if no complaints handling process is specified, we will proceed in the manner specified in the Energy Laws.

8 Notices

- (a) Notices and bills under your FIT Agreement must be sent in writing, unless your FIT Agreement or the Energy Laws say otherwise. We may send notices to your contact address that you provide to us, or if not provided or we cannot contact you at that address to your Supply Address.
- (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 handed to the party, it is left at the party's contact address or Supply Address (in your case) or one of our offices (in our case);
 - (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 Assignment

You may only assign or create an interest in your rights under your FIT Agreement with our prior written consent and we may do likewise though without the need for your consent.

10 Definitions

Benefit means any benefit set out in our Energy Plan.

Benefit End Date means the last day of a Benefit Period.

Benefit Period means the timeframe during which we may provide you with a Benefit, as specified in our Energy Plan.

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) Business Customer Agreement;
- (b) Market Agreement; or

(c) 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).

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

Electricity Laws means:

- (d) in the Australian Capital Territory, the *Utilities Act 2000 (ACT) and the Electricity Feed-in (Renewable Energy Premium) Act 2008 (ACT)*;
- (e) in New South Wales, the *Electricity Supply Act 1995 (NSW)* and the *Electricity Supply (General) Regulation 2014 (NSW)*;
- (f) in Queensland, the *Electricity Act 1994 (Qld)*, the *Electricity Regulations 2006 (Qld)* and the Queensland Distribution Network Code;
- (g) in South Australia, the *Electricity Act 1996 (SA)*; and
- (h) in Victoria, the *Electricity Act (Vic)* and the *Electricity Safety Act 1998 (Vic)*,

and all other applicable regulations, codes, procedures, statutory instruments, licenses, proclamations and laws applicable to the generation, sale and supply of electricity in the National Electricity Market.

Eligible Generator means:

- (i) in the Australian Capital Territory, New South Wales, Queensland and South Australia, an energy generator that complies with, and is installed and connected in a manner that complies with, the applicable Energy Laws; and
- (j) in Victoria, a Small Renewable Energy Generation Facility.

Energy Laws means the Electricity Laws, the Energy Retail Code, 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 2.2(a).

Feed-In Tariff Rate means the feed-in tariff rates specified in the Business Customer Agreement or your Energy Plan (as applicable).

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

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.

National Electricity Law means the laws set out in the schedule to the National Electricity (South Australia) Act 1996 (SA) and applied in each of the participating jurisdictions.

Qualifying Customer has the meaning described in clause 1.1(a).

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.

Small Renewable Energy Generation Facility has the meaning given in the Electricity Act (Vic) and for which you have been exempted by Order under section 17 of the Electricity Act (Vic) from the requirement to hold a licence in respect of the generation of electricity for supply and sale.

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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