



Premium Feed-In Tariff Scheme Terms

VIC

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Pacific Blue Retail Pty Ltd
ABN 43 155 908 839

2 Feed-In Tariff Scheme Terms

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Premium 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 the premium feed-in tariff (**PFIT**) scheme in Victoria (**Premium Feed-In Tariff Scheme**), 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 PFIT Agreement

1.1 Are you a Qualifying Customer?

- (a) To be a Qualifying Customer, you must:
 - (i) purchase electricity from us, for a single Supply Address or multiple Supply Addresses in aggregate, at a rate of 100MWh or less per annum;
 - (ii) engage in the generation of electricity:
 - (A) at a Supply Address that is your principal place of residence through one Qualifying Solar Energy Generating Facility; or
 - (B) 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;
 - (iii) have been exempted by Order under section 17 of the Electricity Act from the

requirement to hold a license in respect of the generation of electricity for supply and sale; and

- (iv) have a suitable meter type and tariff at your Supply Address.
- (b) If you are receiving Premium Feed-in Tariff Payments, you must notify us 14 Business Days in advance of any change to your Qualifying Solar Energy Generating Facility that increases its generating capacity to more than 5 kilowatts.
- (c) You will cease to be a Qualifying Customer if you change your Qualifying Solar Energy Generating Facility by increasing its generating capacity:
 - (i) to more than 5 kilowatts; or
 - (ii) by adding extra solar panels, even if the overall system size remains 5 kilowatts or less.
- (d) 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 PFIT 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 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.

2 About your Premium Feed-In Tariff

2.1 What is your 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. We may withdraw this additional credit at any time by notice to you, in accordance with clause 2.1(e).
- (c) Within 10 Business Days of a request from you, we will give you information (in writing if you require) about the feed-in tariffs that we have available.
- (d) 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 4(a) before the time you have provided us with this information.
- (e) 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.

2.2 How do we determine 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 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 Premium Feed-In Tariff Payment will be based on that estimate.
- (e) If your Premium 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 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 2.2, or if some other event occurs that is outside our control.

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

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.

2.5 What if your Premium 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 Premium Feed-In Tariff Payment information for at least two years regardless of whether you remain our Customer.
- (b) If you request any historical Premium 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 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). 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 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 2.1(d), 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 of electricity to us under your PFIT 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.

5 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 Act;
 - (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 5(d) will apply.
- (c) Subject to clause 5(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.
- (e) If your Energy Plan contains a Benefit Period:
 - (i) at least 5 Business Days before the Benefit End Date, we will notify you of the date that the Benefit Period is due to expire, the options available to you and the tariff and terms and conditions

that will apply after that date if you do not exercise any other option; and

- (ii) the PFIT Agreement will continue after the Benefit End Date on the tariff and terms and conditions notified, without further need for written agreement, provided the tariff and terms and conditions have taken effect in accordance with section 40H of the Electricity Act.

6 Force majeure

If an event occurs which is outside the reasonable control of us or you, and either you or we breach your PFIT 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 PFIT Agreement must be sent in writing, unless your PFIT 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 Assignments

You may only assign or create an interest in your rights under your PFIT 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) 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).

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.

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).

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 1.1(a).

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

- (a) has an installed or name-plate 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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