

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 facility (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 energy laws*. To the extent of any inconsistency, the between this *contract addendum* and the Victorian *Energy Retail Code*, or other *applicable energy laws*, the provisions of the code or *applicable energy laws* 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*.

2.3 You qualify for a *feed in tariff* if you are:

- a) a *residential customer*, or
- b) a *business customer* consuming less than 160 Mwh per annum

2.4 You acknowledge that that we are only required to purchase electricity received and measured on the *feed in electricity meter* reads provided to us by the relevant *network operator* (or estimated meter reads where permitted by *applicable energy laws*), and we are not obliged to pay any *feed in tariff* to you for electricity that cannot be exported to the *distribution network*.

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, 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*.

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 Customer Agreement. These rates may be varied by us from time to time.

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 *SREG facility* is for private and domestic purposes, and you do not provide us with your ABN, you warrant that the *SREG facility* is not related to any business enterprise carried on by you and no *GST* rebate is payable.
- 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 *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*.

7.3 Relevant charges

- a) 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 *applicable energy 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.

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 you *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

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

10.2 Overcharging

- a) If we have overcharged you, we will credit the undercharged amount from you in accordance with the *Energy Retail Code*.

10.3 Review of invoice

- a) If you disagree with your invoice, we will review the invoice at your request in accordance with the *Energy Retail Code* or *National Energy Retail Rules*, however, you are required to pay the portion of the invoice that is not in dispute, whilst the review is being undertaken.
- 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 energy laws*, you agree to pay the costs of the test. If the test shows that the *feed in electricity meter* does not comply

with *applicable energy 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 *applicable energy 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 *applicable energy 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 as per your *market retail contract*.

GLOSSARY

Applicable Energy Laws means all rules, regulations, codes, statutes, guidelines, licenses, legislation, orders in council, tariffs, proclamations, direction or standards, including the *Energy Retail Code* 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 ESCV 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.

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

Small Renewable Energy Generator (SREG) facility has the meaning 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.

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