Electricity Industry Act 2000
CLICK ENERGY PTY LTD

Pursuant to section 40G of the Electricity Industry Act 2000 (Vic.) Click Energy Pty Ltd publishes its terms and conditions for the New Standard Feed-In Tariff for generated renewable energy which will come into effect in accordance with section 40H of the Act.

FEED-IN ELECTRICITY
Victoria’s New Standard Feed-In Tariff Plan:

Click Energy offers the following terms and conditions to its Eligible NSFIT Customers in relation to purchase of generated renewable electricity from the Eligible NSFIT Customers at the supply address:

1. New Standard Feed-In Tariff Plan

   a) New Standard Feed-In Tariff

   You will receive feed-in credits at a rate of $0.10 per kWh (excluding GST). This is comprised of the minimum regulated retailer feed-in tariff of $0.08 per kWh and an additional Click Energy feed in tariff of $0.02 per kWh. You will continue to receive the minimum regulated retailer feed-in tariff of $0.08 per kWh for one year commencing 1 January 2013 and for each subsequent year after this at a rate of not less than the minimum rate set by the ESC until at least 31 December 2016 for generated renewable electricity which is fed back into the Grid. The Click Energy feed in tariff of $0.02 per kWh is in addition to the regulated minimum and can be varied by Click Energy at any time with notification.

   b) Distribution and metering charges

   You will be charged distribution and metering charges at the prices in accordance with your Electricity Contract.

2. Credit payments to Eligible NSFIT Customers for supply of Generated Renewable Electricity back into the Grid

   a) Each billing period, we will credit your bill issued pursuant to the Electricity Contract, with your NSFIT Scheme Credit accrued in accordance with this Feed-In Contract.

3. New Standard Feed-In Scheme end date

   a) The Regulated Scheme is terminated, ends or is repealed by the Governing Body.

All of our renewable energy schemes are based on a ‘Net Metering’ solution. This means that we only purchase the generated renewable electricity that you export or feed into the Grid and not the total amount of electricity that you have produced or generated and used for your own consumption at your supply address. Any electricity generated and consumed at your own supply address means you are importing less electricity from the Grid. You, therefore, will be reducing your existing electricity bill under your Electricity Contract.

This means that you might not get any credit from Click Energy if you have not exported any electricity back into the Grid. You may still be benefiting from the electricity that you are generating, however this benefit is in the form of a lower bill from Click Energy, as you have used all of the electricity that you have produced.

On request we will provide you with reasonable information on any feed-in tariffs we may offer to you. We will provide this information within 10 business days of your request, and if you request it, in writing.
TERM

Commencement

These terms and conditions will apply to you if you are an Eligible NSFIT Customer (and you have provided us with acceptable identification and evidence to our reasonable satisfaction confirming each element relating to being an Eligible NSFIT Customer) and you accept this offer for us to buy generated renewable electricity from you in accordance with the terms of this Feed-In Contract.

Eligible NSFIT Customers can accept our offer to enter into this Feed-In Contract by calling us on 1800 77 59 29 or email us at sales@clickenergy.com.au or by visiting our website.

If you are registered for GST, you must provide us with your ABN at the time of accepting our offer to enter into this Feed-In Contract. If you are not registered for GST, you must complete and return to us the No Tax Withholding Declaration Form available from the ATO.

Subject to this clause, this Feed-In Contract commences on the date that we receive confirmation of compliance in relation to all of the following:

1. You accept the terms of this Feed-In Contract; and
2. you have provided us with acceptable identification; and
3. you have provided us with your contact details, including details of your Facility and supply address; and
4. you have provided us with evidence to our reasonable satisfaction confirming that you have satisfied each component relating to being an Eligible NSFIT Customer;
5. you have provided us with details of all documentation required pursuant to the Electricity Safety Act 1998; and
6. you have satisfied all of the requirements of your Distributor including the appropriate metering that will enable Click Energy to measure the amount of generated renewable electricity that you fed into the Grid;
7. you have entered into an agreement with your Distributor in relation to connection of your Facility to the Distribution System;
8. you have given your explicit and informed consent under the terms and conditions of the Electricity Contract, which includes this Feed-In Contract, for the sale and purchase of electricity; and
9. Click Energy has become the financially responsible market participant for your supply address.

THE FEED-IN ELECTRICITY CONTRACT

This Feed-in Contract contains information about your rights and responsibilities for the sale of generated renewable electricity by you, at your supply address, which is fed back into the Grid and purchased by Click Energy.

Our Customer Charter, your Price and Product Information Statement and this Feed-In Contract sets out the contract between you and us.

If a term or condition of the Feed-in Contract is inconsistent with the Codes and Guidelines, that part is to be read as deleted and the rest of the Feed-In Contract is not affected.

We draw your attention to a number of terms in this Feed-In Contract which require your explicit informed consent and are listed below:

Items that require your explicit informed consent

If required by the Codes and Guidelines we will only vary this Feed-In Contract with your consent in writing, otherwise you give your explicit and informed consent that this Feed-In Contract may be varied by us.

You give your explicit informed consent that the refund may be paid by us by EFT to a bank account, VISA, MasterCard or American Express card.
The New Standard Feed-In Tariff you receive for generated renewable electricity fed into the Grid is set out above and is published on our website. You give your explicit informed consent that your New Standard Feed-In Tariff can change from time to time, in-line with the relevant Codes and Guidelines. If the New Standard Feed-In Tariff does change you will be notified on your next bill or by an email 10 business days prior to the change in New Standard Feed-In Tariff or as required by the Codes and Guidelines, whichever occurs first.

If you are on one of our smoothed or estimated monthly billing plans, which involves an estimated amount, you give us your explicit informed consent that we may transfer you onto one of our quarterly billed plans at the same energy rates as those under the supply contract.

If you apply for a connection of your Facility to the Grid you give your explicit and informed consent that we may reassign the tariff that you are charged under our Electricity Contract for the sale and purchase of electricity, based on the change in your metering circumstances, which may include new metering equipment, and is likely to be a change to a ‘time-of-use’ pricing – that is, a peak rate for power purchased during the day, and an off-peak rate for power bought at night and on weekends.

The Cooling-off Period

There are no exit fees, so you can leave us whenever you want to! You also have a right to cancel this Contract up to 10 business days after you enter into this Contract. You must email us at coolingoff@clickenergy.com.au stating that you wish to exercise your rights to rescind this contract. If you are deemed to have a contract with us this right to cancel this contract may not apply. All Registration fees or connection charges are not refundable once the cooling off period has expired.

Connection

If you want us to connect your Facility to the Grid you must make an application and provide us with the required information, which includes acceptable identification and a certificate of electrical safety issued by a registered electrical contractor certifying that the Facility is safely and properly connected to the Grid.

Provided you have provided us with the application and all required information, and you are an Eligible NSFIT Customer, we will contact your distributor no later than the next business day to request your Facility to be connected to the Grid. We may charge you any distribution and metering charges in relation to this connection in accordance with your Electricity Contract.

You understand and acknowledge that your Distributor is responsible for the connection and maintenance of the connection of your Facility to the Grid and that your Distributor is responsible for taking the supply of your generated renewable electricity into the Grid.

If you apply for a connection of your Facility to the Grid you give your explicit and informed consent that we may reassign the tariff that you are charged under our Electricity Contract for the sale and purchase of electricity, based on the change in your metering circumstances, which may include new metering equipment, and is likely to be a change to a ‘time-of-use’ pricing – that is, a peak rate for power purchased during the day, and an off-peak rate for power bought at night and on weekends.

Termination by You

If the cooling-off period has expired you may terminate this Contract without notice, however we ask that you notify us as soon as possible. You must pay us all outstanding amounts owing.

You must notify us at least 3 business days before you intend to vacate a supply address, provide safe access to your meter and, if you are not remaining with us, provide us with a forwarding address for the final bill. If you do not do so, you will remain responsible for any electricity consumed at the supply address. If you have been evicted or otherwise forced to vacate the supply address you will remain responsible for any electricity consumed at the supply address until you give us notice and provide safe access to your meter. We may charge you a disconnection fee. You do not avoid liability to pay us for energy consumed at your supply address by vacating that supply address.
Termination by Us

We reserve the right to terminate this Feed-In Contract if:

- you or your supply address no longer satisfy all of the Governing Bodies’ criteria for eligibility for NSFIT, in particular, if the generating capacity of your Facility exceeds capacity permitted under the New Standard Feed-In Tariff Scheme;
- you or your supply address no longer satisfy all of the requirements of your distributor including the appropriate metering that will enable us to measure the amount of generated renewable electricity that you have fed into the Grid;
- you have been evicted or otherwise forced to vacate the supply address or the supply address has been disconnected from the Grid;
- you vacate the supply address, the terms and conditions included in this Feed-In Contract terminate on the date you vacate your supply address or on the date you notified us that you were vacating your supply address or whichever date occurs first;
- you terminate your Electricity Contract between you and us for the sale and purchase of electricity, and Click Energy is no longer the financially responsible market participant for your supply address;
- the Regulated Scheme is terminated, ends or repealed by the Governing Bodies.

Expiry

This Feed-In Contract will continue until we are no longer the financially responsible market participant for your supply address or until the New Standard Feed-In Tariff Scheme terminates, is terminated by you (in accordance with the above) or is terminated by us (in accordance with the above) or ends or is repealed by the Governing Bodies.

BILLS

Price of Electricity Fed into the Grid

The New Standard Feed-In Tariff you will receive for generated renewable electricity fed into the Grid is set out above and is published on our website. You give your explicit informed consent that your NSFIT can change from time to time, in-line with the relevant Codes and Guidelines. If the NSFIT does change you will be notified on your next bill or by an email 10 business days prior to the change in NSFIT or as required by the Codes and Guidelines, whichever occurs first.

You agree that you are responsible for fees and charges in relation to your Feed-In Contract that the Codes and Guidelines allows us to charge you, including but not limited to, any distribution non-network charges that we have been charged for, that is, disconnection and reconnection charges.

Issuing Your Bill

We will issue you a bill, as per our Electricity Contract with you for the sale and purchase of electricity, included on this bill will be the credit for the amount of generated renewable electricity that you have fed into the Grid.

If your total bill has a credit balance after the application of the credit, the credit balance will be applied towards your next bill from Click Energy unless a refund has been paid.

If you are on one of our smoothed or estimated monthly billing plans, which involves an estimated amount, you give us your explicit informed consent that we may transfer you onto one of our quarterly billed plans at the same energy rates as those under the supply contract.

Adjustment of a Bill

We will review your bill at your request, however, you must pay the lower of that portion of your bill that you agree is not in dispute or an amount equal to the average of your bills in the previous 12 months.

If the bill is correct you must pay any unpaid amount or, if you believe your meter is faulty, you may request a test. If your meter is found to comply with industry regulations you must pay any unpaid amount and the cost of the test. If your meter does not comply with industry regulations and your bill is incorrect we will adjust it.
If we have undercharged you, we may recover that amount so long as we comply with the relevant Codes and Guidelines. We will list the amount owing in a special bill or in your next bill with an explanation of the amount. We will extend the time to pay the amount undercharged.

If we have overcharged you by an amount of $50 or less, we will credit the amount to your next bill. If we have overcharged you by an amount exceeding $50, we will notify you within 10 business days of us becoming aware of the error. We will repay the amount in accordance with your reasonable instructions or credit the amount on your next bill.

**Refunds**

If the Feed-in Credits for the purchase of electricity pursuant to this Feed-In Contract are $100 or more than the debit amounts for the sale of electricity over a 12-month period, that is, you have a Feed-in Credit balance greater than $100, then on request the credit balance will be returned to you.

You give your explicit informed consent that the refund regarding Feed-in Credit may be paid by EFT to a bank account, VISA, MasterCard or American Express card.

For the avoidance of doubt refunds regarding Feed-in Credit will not be made if the Feed-In Credit balance includes a Feed-In Credit for generated renewable electricity based on an estimated reading.

We do not pay interest on credit balances in relation to generated renewable electricity.

**Meter Readings**

The quantity of generated renewable electricity into the Grid at your supply address will be determined by your Distributor or their agent using metering data from the metering equipment installed at your supply address.

Your Distributor will use their best endeavours to read your meter at least once every 12 months. You must allow their or our representative safe, convenient and unhindered access to your supply address for the purpose of reading your meter and for maintenance and inspection, connection, disconnection and reconnection. Your Distributor, us or our respective representatives will wear or carry official identification, and, on request, will show that identification to you.

If we are not able to reasonably or reliably calculate a credit amount on a reading of the amount of generated renewable electricity you fed into the Grid, we will not provide you with an estimated credit for the amount of generated renewable electricity fed into the Grid, unless your distributor estimates the generation in accordance with applicable regulatory instruments. If we do not provide you with an estimated credit for the amount of generated renewable electricity fed into the Grid, when we subsequently obtain an actual meter reading for the total amount of generated renewable electricity fed into the Grid by you we will include a credit for the total amount of generated renewable electricity fed into the Grid on your next bill.

We will retain all meter readings, billing and credit information for a period of at least 2 years, and we will provide you access to this information at no charge, regardless of whether you are a customer of Click Energy or not. We will use our best endeavours to provide this information to you within 10 business days from the date of request or any other such agreed period.

**LIABILITY**

**Limitation of Liability**

You agree, to the maximum extent allowable under law, to indemnify us against any loss or damage suffered as a result of a failure to comply with this Feed-In Contract or any other law or a failure or fault with your Facility or metering equipment.

You are responsible for the maintenance of the Facility and for all costs associated with maintenance.

**Force majeure**

If an event occurs which is outside the reasonable control of you or us, in relation to your Renewable Generation Facility, the obligations under this Contract will be suspended until such time that the event has been remedied or the Contract terminated. You will not be able to claim a force majeure event under your Electricity Contract and you will continue to be responsible for the payment of all charges due under your Electricity Contract.
GENERAL

Faults and Emergencies
If you experience any type of power failure, you can call the faults and emergencies number on your bill.

Variation
The NSFIT you receive for generated renewable electricity fed into the Grid is set out above and is published on our website. You give your explicit informed consent that your NSFIT can change from time to time, in-line with the relevant Codes and Guidelines. If the NSFIT does change you will be notified on your next bill or by an email 10 business days prior to the change in NSFIT or as required by the Codes and Guidelines, whichever occurs first.

This Feed-In Contract may be subject to change as a result of future legislative amendments to the Act and/or a change in any other Codes and Guideline.

If required by the Codes and Guidelines we will only vary this Feed-In Contract with your consent in writing, otherwise you give your explicit and informed consent that this Feed-In Contract may be varied by us.

If this Feed-In Contract is amended, we will notify you of any amendment that materially affects your rights, entitlements and obligations as soon as reasonably practicable after the Feed-In Contract is amended. Otherwise please periodically visit our website to view the latest version of our Feed-In Contract.

Assignment
This agreement does not constitute an assignment of the rights to the Small-Scale Technology Certificates (STCs) or Renewable Energy Certificates (RECs) that you generate from your Renewable Energy Generation Facility.

We may only assign this Feed-In Contract with your consent. We do not require your consent if we transfer all, or substantially all, of our retail sales business.

You must obtain our consent if you want to assign this Feed-In Contract.

Relevant Law
The law applicable to this Feed-In Contract is the law of the State of Victoria.

Notices
A notice, consent, document or other communication given by us under this Feed-in Contract will be provided in writing and given by hand, by fax, by mail or by email unless another form of notice is contemplated in the relevant clause of the Victorian Energy Retail Code as amended from time to time.

Other Information
You must:
- maintain and comply with your network connection agreement with your Distributor regarding the metering and operation of your Facility;
- notify us as soon as possible of any change to your address for notices;
- notify us as soon as possible if you intend to increase the generating capacity of your facility;
- notify us as soon as possible if you are no longer an Eligible NSFIT Customer.

COMPLAINTS
A complaint by you in relation to this Feed-In Contract will be handled by us in accordance with relevant Australian Standard on complaints handling or the ‘Benchmark for Industry Based Customer Dispute Resolution Schemes’ published by the Department of Innovation, Industry, Science and Research.

We value our customers and want to make sure that we provide you with the best possible service. If a problem should arise, please contact us immediately. We will endeavour to do everything we
can to make sure that it is resolved to your satisfaction. Please note that if we are not able to resolve the matter immediately we will review the matter and contact you within 14 days. If we need to take further steps (e.g., where we have to refer the problem to a Distributor), it may take longer to resolve the matter. If this is the case, we will contact you and explain what is happening.

If at the end of the process you are not satisfied with our response, you can ask for your complaint to be raised to a senior person in our organisation.

If you are still not satisfied with our response, you may refer the matter to the Ombudsman.

DEFINITIONS AND INTERPRETATIONS

In this Feed-In Contract unless the context otherwise requires:

acceptable identification means, in relation to a residential customer, one or more of the following: a driver’s licence, a current passport or other form of photographic identification, a pensioner concession card or other current entitlement card issued by the Commonwealth or a birth certificate. If a small business customer is a partnership each of the partners may need to be identified. If a business customer is a company acceptable identification includes the Australian Company Number or the Australian Business Number.

Act means Electricity Industry Act 2000 (Vic.) as amended from time to time.


business day means a day other than a Saturday or Sunday or a public holiday in Melbourne.

Click Energy, us, our, ours and we means Click Energy Pty Ltd (ACN 116 567 492).

Codes and Guidelines means regulatory Codes and Guidelines that implement the obligations created by section 36A of the Electricity Industry Act 2000 (Vic.) and sections 46 to 55E and 203 to 207D of Electricity Act 1994 (Qld). This includes but is not limited to the Energy Retail Code of Victoria.

Customer means a person or persons to whom the NSFIT is available, that is, a household, business or community organisation.

Customer Charter means the document that sets out your rights and responsibilities, which together with the Feed-in Contract and any additional terms and conditions sets out the contract between you and us for the sale and purchase of electricity.

Distribution System means the network used by a Distributor to supply electricity to and from a supply address.

Distributor means the company which owns and operates the network of poles and wires through which electricity is provided to your supply address.

Electricity Contract means the Click Energy Customer Charter, the Product Information Statement, the Feed-In Contract and any additional terms and conditions that form the agreement between you and us for the supply of electricity by us to you at your supply address.

Eligible NSFIT Customer means a person (or persons) who meets all of the following criteria:

1. Is a Customer who at all relevant times is in an Electricity Contract with Click Energy and purchases electricity from Click Energy at the supply address; and

2. Is a Customer that has installed at the supply address a Renewable Energy Generation Facility that generates electricity and has an installed or name plate generating capacity of less than 100 kilowatts; and

3. Has satisfied all of the Governing Bodies’ requirements that apply for the New Standard Feed-In Tariff Scheme; and

4. Is a Customer who has a bi-directional metering in place that measures two-way electricity flows and records them on a half hourly basis at the supply address.

ESC means the Essential Services Commission of Victoria.

Facility means the Renewable Energy Generation Facility located at your supply address.
Feed-In Contract means this Feed-In Contract which forms part of the Electricity Contract between us and you.

Feed-in Credits means the amount which we will credit you for the generated renewable electricity fed into the Grid in accordance with this Feed-In Contract.

financially responsible market participant has the meaning given to it in the National Electricity Rules in relation to the retailer at the supply address.

generated renewable electricity means the electricity generated by an Eligible NSFT customer.

Governing Bodies means Victorian Government bodies that regulate the supply of electricity and includes the Victorian Governments Department of Primary Industries.

Grid means the electricity network your Distributor uses to transport electricity to your supply address.

GST means the goods and services tax as provided for by the A New Tax System (Goods and Services Tax) Act 1999 as amended or replaced from time to time.

NMI means the national meter identifier found on the meter at your supply address.

Ombudsman means the Energy Ombudsman scheme operating in the State where your supply address is located.

New Standard Feed-In Tariff Scheme has the meaning given to it in the Act.

NSFIT or New Standard Feed-In Tariff is the minimum rate (in dollars per kilowatts per hour) prescribed pursuant to the Act for the purchase of electricity plus any additional amount (in dollars per kilowatts per hour) offered by Click Energy.

Price and Product Information Statement means the pricing schedule published on the website that sets out the tariff or tariffs and additional terms and conditions that may apply to you in Victoria.

Regulated Scheme means schemes implemented by Governing Bodies and currently includes the mandatory schemes governed by the Act.

Regulator means the body, department or commission authorised to regulate the electricity industry in Victoria. This also includes the Australian Energy Regulator established by section 44AE of the Trade Practices Act 1974 of the Commonwealth.

Renewable Energy Generation Facility means a small renewable energy generation facility as defined in the Act that is connected to the Distribution System and meets all criteria set by the Regulatory Bodies and the relevant owner of the Distribution System at the supply address for the New Standard Feed-In Tariff Scheme.

retailer means an entity licensed to sell electricity or holds an authority to provide customer retail services under the Act.

supply address means the address for which you have agreed to purchase electricity.

tariff means the relevant tariff for the supply of electricity to you published by us from time to time.

website means www.clickenergy.com.au

You and/or your means the person (or persons), who is eligible to do so, that has accepted (or has been deemed to have accepted) this Feed-In Contract.

GENERAL

In this Feed-In Contract, unless the context requires otherwise:

i. headings are for convenience only and do not affect the interpretation of this Feed-In Contract;

ii. any reference to the singular includes the plural and vice versa;

iii. if the Customer consists of more than one person, each person is jointly and severally bound;

iv. a Customer which is a trustee is bound both personally and in its capacity as a trustee;

v. any reference to a Customer includes the Customer’s executors, administrators, successors and permitted assigns;
vi. if an act must be done on a specified day which is not a business day, it must be done instead on the next business day;

vii. all calculations of dates and time periods under this Feed-In Contract shall be by reference to the date and local time in the state where your supply address is located, and not, unless expressly provided for otherwise, the date and local time at the actual place in the world at which the relevant event in fact occurs;

viii. any reference to a statute, regulation or provision of a statute or regulation (Statutory Provision) includes: that Statutory Provision as amended or re-enacted; a statute, regulation or provision enacted in replacement of that Statutory Provision; and another regulation or other statutory instrument made or issued under that Statutory Provision.