



# **Solar Feed-In Tariff Terms and Conditions.**

## The FiT Terms

These terms and conditions (FiT Terms) form part of your Agreement for the sale of electricity.

They only apply to you if you're eligible for a Feed-in Tariff (FiT) which is an amount we'll credit or pay you per kWh of Eligible Solar Electricity you export to the grid. They may also apply if you're eligible for a FiT and buy electricity under our Standard Retail Contract in South Australia or Victoria.

The FiT Terms should be read together with the rest of your Agreement. The FiT Terms only deal with FiTs that may be available to you – the rest of your Agreement sets out the other obligations and the rights that you and we have in relation to the sale and Supply of electricity to you. The rest of your Agreement prevails to the extent of any inconsistency with the FiT Terms.

## We want to keep things simple

Agreements relating to Energy can be complex.

To help keep things simple, we've included a short explainer of each clause throughout the FiT Terms. The short explainers should be used as a guide only – you should read the full FiT Terms for all the information you need. The full FiT Terms prevail if they are inconsistent with the short explainers.

Words used in the FiT Terms have the same meaning they do under the Regulatory Requirements. We've included simple definitions of capitalised words at the end of the FiT Terms.

## How to read the FiT Terms

The FiT Terms consist of standard terms and Schedules. The standard terms apply to you in full, but only the Schedule relevant for the State or Territory your Service Address is in applies to you. If something in a Schedule is inconsistent with the standard terms, the standard terms prevail.

## New solar installations

If you want to install an Eligible Solar Generator and become eligible for Feed-in Tariffs under the FiT Terms, contact us to discuss your options and how we may be able to assist.

If we can assist, you'll need to give us any information we request which may include information required under Regulatory Requirements and information required by your Distributor.

## We comply with all relevant laws

In addition to the FiT Terms, we comply with Regulatory Requirements that contain rules about the sale and Supply of Energy. This includes energy specific laws (which deal with things like advertising, payments and billing) as well as the Australian Consumer Law.

If we say we will or may do something under the FiT Terms, we will only do so if allowed by, to the extent permitted by and in accordance with the Regulatory Requirements.

## We're here to help

More information about these FiT Terms, your Agreement and Telstra Energy is available on our website at [www.telstra.com.au/customer-terms](http://www.telstra.com.au/customer-terms)

You can also contact us on 13 22 00 if you have any questions.

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## 1 WHEN DO THE FIT TERMS APPLY?

The FiT Terms apply if your Agreement is for electricity and you're eligible for a Feed-in Tariff.

The FiT Terms will apply to you if you buy electricity from us under your Agreement and you are eligible for a Feed-in Tariff under the FiT Terms.

## 2 ELIGIBILITY

You'll receive a Feed-in Tariff if you meet our eligibility criteria. You need to tell us if your eligibility changes. If you're no longer eligible we might end or change the FiT Terms.

### 2.1 Eligibility

You're eligible to receive and will receive a Feed-in Tariff if:

- you're an Eligible Customer;
- your Service Address is located in the Australian Capital Territory, New South Wales, Queensland, South Australia or Victoria;
- you have an Eligible Solar Generator at your Service Address which is connected to a Distribution Network;
- you have an Eligible Meter at your Service Address; and
- you've given us any information we've requested in relation to your Eligible Solar Generator and Meter.

If you don't meet the eligibility criteria, we may at our discretion still choose to provide you with a Feed-in Tariff. If we do this we can also stop providing you with that Feed-in Tariff at any time and the FiT Terms will no longer apply to you.

### 2.2 What if you're no longer eligible?

You must tell us if your eligibility or if any information you've given us is incorrect or has changed.

We may end or change the FiT Terms if you're no longer eligible or if information available to us or an assumption we've made is incorrect or no longer correct. We'll let you know if we do.

If we change the FiT Terms in these circumstances you may choose to end the FiT Terms by letting us know.

## 3 DURATION OF THE FIT TERMS

The FiT Terms can end in a few different ways, including if you're no longer eligible or if your Agreement ends. We can also end the FiT Terms at any time (but we'll let you know if we do).

### 3.1 When do the FiT Terms end?

The FiT Terms will end:

- if you tell us you want to end the FiT Terms – on the date you tell us;
- if you're no longer eligible for a Feed-in Tariff under the FiT Terms – on the date you're no longer eligible;
- if your Agreement ends – on the date the Agreement ends;
- if you enter into a new contract for a Feed-in Tariff with us or another retailer – on the date that new contract begins; or
- if you breach any obligations under the FiT Terms and fail to remedy that breach in accordance with the notice we give you – at the time specified in that notice.

We can also end the FiT Terms at any time by giving you 20 Business Days' notice. If we do this, they'll end on the date stated in the notice.

### 3.2 After the FiT Terms end

Any rights, obligations or remedies you or we have under the FiT Terms prior to the date the FiT Terms end continue after the FiT Terms end. This includes any obligation you or we have to pay any amount due.

If your Agreement has not also ended, it will continue after the FiT Terms end.

## 4 CHANGING THE FIT TERMS

If we change the FiT Terms, we'll let you know.

We can change the FiT Terms by letting you know 20 Business Days before the change applies (unless something else in the FiT Terms or Regulatory Requirements say otherwise). We'll let you know about the change by writing to you or sending you a link to details of the change on our website.

We may also change the FiT Terms without giving you advanced notice if the change is permitted or required by Regulatory Requirements, if you've requested or agreed to the change, to make an administrative or typographical change or if the change makes the FiT Terms better for you.

## 5 FEED-IN TARIFF

We'll tell you the amount of your Feed-in Tariff, and let you know if it changes.

### 5.1 Your Feed-in Tariff

Your Feed-in Tariff is made up of any Premium Feed-in Tariff and Telstra Feed-in Tariff you are entitled to, based on the information you've provided us and as set out in your Offer.

### 5.2 We can change a Feed-in Tariff

We can change your Feed-in Tariff by letting you know as soon as practicable in accordance with the Regulatory Requirements.

We may cease to offer or provide you the Telstra Feed-in Tariff at any time.

## 6 FEED-IN TARIFFS AND YOUR BILL

We'll include your Feed-in Tariff as a credit on bills we send you. If we estimate your Feed-in Tariff we'll adjust it when we know the right amount.

### 6.1 Your bills

If your Service Address is in New South Wales, Queensland, South Australia or Victoria, we'll include your Feed-in Tariff amounts for a billing period on the bill we send you under your Agreement.

If your Service Address is in the Australian Capital Territory, we'll include your Feed-in Tariff amounts for relevant billing periods on every quarterly bill we send you under your Agreement.

### 6.2 How we calculate your Feed-in Tariff

The amount we'll include on your bill under the FiT Terms will consist of:

- the Premium Feed-in Tariff amount, calculated by multiplying the Premium Feed-in Tariff by Eligible Solar Electricity;
- the Telstra Feed-in Tariff amount, calculated by multiplying the Telstra Feed-in Tariff by Eligible Solar Electricity; and
- any other amounts you owe us under the FiT Terms (which may include amounts charged by your Distributor or Metering Service Provider if they are not already owed under your Agreement).

We'll calculate your Eligible Solar Electricity for a billing period based on information provided by your Meter.

### 6.3 We may estimate your Feed-in Tariff

We'll estimate your Feed-in Tariff if your Meter cannot be read, your Metering Data is not available or you consent.

If we estimate your Feed-in Tariff, we'll state on the bill that the Feed-in Tariff amount is based on an estimate and adjust a future bill for the difference between the estimate and actual amount once your Meter is read.

If we can't read your Meter due to your actions, and you ask us to recalculate your Feed-in Tariff amount based on an actual reading of your Meter, we'll charge you any cost we incur in doing so.

## 6.4 Receiving your Feed-in Tariff

Feed-in Tariff amounts will appear as a credit on your bill for the relevant billing period. They'll be applied automatically to any amount you owe us under the bill.

If there is any credit remaining for a billing period, we'll automatically apply that remaining credit to your next bill.

If you have remaining credit of more than \$50, subject to the Regulatory Requirements you can ask us to pay you that amount and we'll make that payment to the payment method nominated on your account.

You'll need to repay us any Feed-in Tariff amounts (including remaining credit) if you've obtained them fraudulently, illegally or in breach of the FiT Terms, the Agreement or the Regulatory Requirements.

## 6.5 Reviewing your bills

If you think your bill is incorrect, let us know and we'll review your bill in accordance with the Agreement.

If our review finds that the Feed-in Tariff amount you received was incorrect, we'll adjust your next bill for the difference between the incorrect amount and the reviewed amount.

If you're not satisfied with our review, you can refer your complaint to the Ombudsman in the State or Territory where your Service Address is located.

## 7 DISCONNECTION AND RECONNECTION

We might disconnect or reconnect your solar at the same time we disconnect or reconnect your electricity service or if we're otherwise required to.

We may arrange to disconnect or reconnect your Eligible Solar Generator if we disconnect or reconnect your Service Address under your Agreement or as otherwise required by the Regulatory Requirements.

If we disconnect or reconnect your Eligible Solar Generator you may need to pay relevant fees set out in our Fee Schedule.

## 8 LIABILITY

We don't control the Distribution Network or your ability to export electricity, and aren't liable if something is wrong with your export or the Distribution Network. If a claim is made against us because you were negligent or breached the FiT Terms, you'll be responsible.

### 8.1 Our liability

As a retailer we don't control or operate the Distribution Network and can't control your ability to export Eligible Solar Electricity to the Distribution Network.

Unless we've set it out in the FiT Terms, and to the extent permitted by law, we give no condition, warranty or undertaking and make no representation about the condition or suitability of a Distribution Network to accept your Eligible Solar Electricity.

We exclude all liability for any claim, damage or loss you may suffer as a result of a Distribution Network not accepting your export of Eligible Solar Electricity.

### 8.2 Your liability

You indemnify us against injury, loss or damage suffered by a third party in connection with your export of Eligible Solar Electricity and claimed against us, to the extent that the injury, loss or damage is caused, or contributed to by your negligence or your breach of the FiT Terms.

You must take reasonable steps to minimise the risk of loss or damage to any equipment, premises or business of yours which may result from poor quality or reliability of your Eligible Solar Electricity.

Electricity generated by your Eligible Solar Generator must only be for private and domestic purposes. This means it can't be related to any business purpose. You're responsible for any claim, damage or loss we suffer if the electricity generated by your Eligible Solar Generator is not for private or domestic use. If we ask, you'll also need to complete a declaration stating we don't need to withhold GST in respect of any Feed-in Tariff amount.

You indemnify us and must pay us any costs we incur as a result of your breach of the FiT Terms or Regulatory Requirements.

## 9 HOW WE'LL COMMUNICATE WITH YOU

We'll send anything we need to send you as we do under your Agreement.

We'll send you all communications relating to the FiT Terms by the same method we communicate with you under the Agreement.

## 10 OTHER THINGS YOU NEED TO KNOW

These are some other things you should know about, including Renewable Energy Certificates, that your Distributor will give us your export data and that you must comply with our and your Distributor's requirements.

### 10.1 Safety

For your safety, you must comply with any requirements we or your Distributor has regarding your generation and export of Eligible Solar Electricity to the Distribution Network.

### 10.2 Your export data

You authorise us to request and your Distributor to provide us with your electricity export data for the 12 months preceding your last Meter Reading.

### 10.3 Renewable Energy Certificates

Any Renewable Energy Certificates created as a result of your Eligible Solar Generator don't form part of the FiT Terms.

## 11 GENERAL PROVISIONS

This is some stuff our lawyers made us say. It's about the laws that apply and what we're allowed to do if we want to structure our business differently.

### 11.1 Dealing with the FiT Terms

You can't assign, transfer or novate the FiT Terms without our permission.

You can't transfer your Feed-in Tariffs to any other person or any other account you have with us for a different service.

If we assign, transfer or novate your Agreement, the FiT Terms will also be assigned, transferred or novated to the same person or third party.

### 11.2 Governing law

The laws of the State or Territory your Service Address is located in govern the FiT Terms. You and we submit to the non-exclusive jurisdiction of the courts in that State.

### 11.3 Regulatory Requirement terms

Anything required by the Regulatory Requirements to be included in the FiT Terms is incorporated into the FiT Terms as a further term if it isn't expressly dealt with already.

If anything in the FiT Terms is inconsistent with a mandatory Regulatory Requirement, the mandatory Regulatory Requirement will prevail to the extent of the inconsistency.

## 12 MEANING OF TERMS IN THE FIT TERMS

**Agreement** means the Terms, the Offer (which includes your Telstra Energy Plan) and, if your Agreement is for the sale of electricity, these FiT Terms. It may also mean your Standard Retail Contract if you buy electricity from us under a Standard Retail Contract in Victoria or South Australia.

**Business Day** means a day other than a Saturday or Sunday or public holiday in the State or Territory in which your Service Address is located.

**Digital Meter** means an electricity Meter which meets the Type 4 minimum services specification in the Regulatory Requirements or an advanced metering infrastructure electricity Meter in Victoria.

**Distribution Network** means a network of pipes, wires, and Meters for the Supply of Energy which your Service Address is connected to.

**Distributor** means the person or company licensed to Supply Energy who owns and operates the Distribution Network for your Service Address.

**Eligible Customer** has the meaning given in the Schedule applicable to your Service Address.

**Eligible Meter** means a Meter which will allow for the export of Eligible Solar Electricity to a Distribution Network, and which complies with the Regulatory Requirements and your Distributor's requirements.

**Eligible Solar Electricity** has the meaning given in the Schedule applicable to your Service Address.

**Eligible Solar Generator** has the meaning given in the Schedule applicable to your Service Address.

**Energy** means electricity.

**Feed-In Tariff** means the amount per kWh we'll credit or pay you for Eligible Solar Electricity, comprising of a Premium Feed-in Tariff, Telstra Feed-in Tariff or both (depending on your eligibility).

**FiT Terms** means this solar feed-in tariff contract.

**Meter** means an instrument that measures the amount of Energy passing through it (and which can determine the amount of Energy used at and/or exported from a Service Address) and any associated equipment including recording equipment, displays, communications equipment or equipment to control or regulate the flow of Energy.

**Meter Reading** means an inspection of a Meter, or remote receipt of data from a Digital Meter, which identifies the amount of Energy that has passed through the Meter up to a point in time.

**Metering Service Provider** means a person or company (which may include your Distributor) that provides services on our or the Distributor's behalf relating to electricity Meters, metering data or the sale and Supply of electricity under this Agreement.

**Offer** means the offer letter or any other offer document provided to you under this contract which may include your Welcome Pack email, the Energy Fact Sheet (Victoria) or Basic Plan Information Document (New South Wales, Queensland and South Australia) for your Telstra Energy Plan, our written confirmation of any oral offer that you accepted or any other electronic offer accepted by you.

**Premium Feed-In Tariff** has the meaning given in the Schedule applicable to your Service Address.

**Regulatory Requirements** means all relevant acts, regulations, codes, procedures, statutory instruments, licences, proclamations and laws applicable to the sale and Supply of Energy, the generation and export of Eligible Solar Electricity and Feed-in Tariffs including:

- the National Energy Retail Law and National Energy Retail Rules (in New South Wales, Queensland or South Australia, as relevant);
- the Energy Retail Code (in Victoria);
- the Electricity Industry Act 2000 (Vic) (in Victoria);
- the Retail Market Procedures relevant to your State;
- other State specific legislation;
- the Competition and Consumer Act 2010 (Cth); and
- the Privacy Act 1988 (Cth).

**Renewable Energy Certificates** has the meaning given to that term in the Renewable Energy (Electricity) Act 2000 (Cth).

**Schedule** means the schedule relevant to the State or Territory your Service Address is located in.

**Service Address** means the address for the Supply of electricity corresponding to your NMI as provided by you and as set out in the Offer.

**Standard Retail Contract** means the contract with terms and conditions that are set by the Regulatory Requirements and which we are required to offer you which can be found at [www.telstra.com.au/customer-terms](http://www.telstra.com.au/customer-terms).

**Supply** means the delivery of Energy by a Distributor to a premises via its Distribution Network, and the provision of any related services.

**Telstra Energy Plan** is the plan identified and described in your Offer.

**Telstra Feed-In Tariff** means the Feed-in Tariff which we provide to you in accordance with these FiT Terms, other than a Premium Feed-In Tariff.

**Terms** means the market retail contract terms and conditions which form part of your Agreement.



## Schedules

### SCHEDULE 1 AUSTRALIAN CAPITAL TERRITORY

This Schedule and the following definitions apply to you if your Service Address is in the Australian Capital Territory:

**Eligible Customer** means a person:

- who occupies the Service Address;
- who purchases electricity from us at the Service Address under an Agreement; and
- who is a “small customer” under the Regulatory Requirements,

and includes any person who becomes an Eligible Customer.

**Eligible Solar Electricity** means the gross amount of electricity in kWh that an Eligible Customer generates from an Eligible Solar Generator and exports to a Distribution Network (being the total electricity generated and exported to a Distribution Network).

**Eligible Solar Generator** means a photovoltaic generator that:

- is installed at the Service Address;
- when connected to the Distribution Network, complies with the service and installation rules made under the Utilities (Technical Regulation) Act 2014 (ACT);
- is used with an Eligible Meter;
- in respect of Telstra Feed-In Tariffs, has a capacity less than 10 kW; and
- in respect of Premium Feed-In Tariffs, complies with the Regulatory Requirements.

**Premium Feed-In Tariff** means the feed-in tariff which is required to be provided to you, if you are eligible, under section 8 of the Electricity Feed-In (Renewable Energy Premium) Act 2008 (ACT).

**Regulatory Requirements** additionally includes the Electricity Feed-in (Renewable Energy Premium) Act 2008 (ACT).

### SCHEDULE 2 NEW SOUTH WALES

This Schedule and the following definitions apply to you if your Service Address is in New South Wales:

**Eligible Customer** means a person:

- who occupies the Service Address;
- who purchases electricity from us at the Service Address under an Agreement; and
- who is a “small customer” under the Regulatory Requirements,

and includes any person who becomes an Eligible Customer.

**Eligible Solar Electricity** means the net amount of electricity in kWh that an Eligible Customer generates from an Eligible Solar Generator and exports to a Distribution Network (being the electricity exported in excess of the electricity consumed).

**Eligible Solar Generator** means a photovoltaic generator that:

- is installed at the Service Address;
- is connected to a Distribution Network in a manner that allows Eligible Solar Electricity to be exported to the Distribution Network;
- is used with an Eligible Meter; and
- has a capacity less than 10 kW.

### SCHEDULE 3 QUEENSLAND

This Schedule and the following definitions apply to you if your Service Address is in Queensland:

**Eligible Customer** means a person:

- who purchases or proposes to purchase electricity from us at the Service Address under an Agreement; and
- who is a “small customer” under the Regulatory Requirements,

and includes any person who becomes an Eligible Customer.

**Eligible Solar Electricity** means the net amount of electricity in kWh that an Eligible Customer generates from an Eligible Solar Generator and exports to a Distribution Network (being the electricity exported in excess of the electricity consumed).

**Eligible Solar Generator** means a photovoltaic generator that:

- is installed at the Service Address in a way that allows electricity generated by the generator to be first used by an Eligible Customer and, if not used by the Eligible Customer, exported to the Distribution Network;
- complies with any safety or technical requirements prescribed under the Regulatory Requirements;
- in respect of Telstra Feed-In Tariffs, has a capacity less than 10 kW; and
- in respect of Premium Feed-In Tariffs, a single photovoltaic generator that otherwise complies with the Regulatory Requirements.

**Premium Feed-In Tariff** means the feed-in tariff which is required to be provided to you under section 44A of the Electricity Act 1994 (Qld).

**Regulatory Requirements** additionally includes the Electricity Act 1994 (Qld).

### SCHEDULE 4 SOUTH AUSTRALIA

This Schedule and the following definitions apply to you if your Service Address is in South Australia:

**Agreement** additionally means a Standard Retail Contract for electricity.

**Eligible Customer** means the person:

- who purchases electricity from us at the Service Address under an Agreement; and
- who is a “small customer” under the Regulatory Requirements,

and includes any person who becomes an Eligible Customer.

**Eligible Solar Electricity** means the net amount of electricity in kWh that an Eligible Customer generates from an Eligible Solar Generator and exports to a Distribution Network (being the electricity exported in excess of the electricity consumed). For the purposes of calculating the Premium Feed-In Tariff amount, only the first 45kWh exported to the Distribution Network each day is Eligible Solar Electricity.

**Eligible Solar Generator** means a photovoltaic generator that:

- is operated by an Eligible Customer;
- complies with Australian Standard – AS 4777 (as in force from time to time or as substituted from time to time);
- is connected to the Distribution Network in a manner that allows electricity generated by the generator to be exported to the Distribution Network;
- has a capacity less than 10 kVA for a single-phase and less than 30 kVA for three-phase;
- is used with an Eligible Meter in respect of Premium Feed-In Tariffs; and
- in respect of Premium Feed-In Tariffs, otherwise complies with any other Regulatory Requirements.

**Premium Feed-In Tariff** means the feed-in tariff which is required to be provided to you under section 36AE of the Electricity Act 1996 (SA).

**Regulatory Requirements** additionally includes the Electricity Act 1996 (SA).

## SCHEDULE 5 VICTORIA

This Schedule and the following definitions apply to you if your Service Address is in Victoria:

**Agreement** additionally means a Standard Retail Contract for electricity.

**Eligible Customer** means the person:

- who purchases from us electricity at the Service Address under an Agreement;
- who engages in the generation of electricity at:
  - o a premise that the person occupies as their principal place of residence by means of 1 Eligible Solar Generator at the premise; or
  - o 1 or more premises that the person occupies otherwise than as a place of residence by means of 1 Eligible Solar Generator at each premise and the person's annual consumption rate of electricity is 100 MWh or less; and
- is exempt from the requirement to hold a licence in respect the generation of electricity for supply and sale by an order under section 17 of the Electricity Industry Act 2000 (Vic),

and includes any person who becomes an Eligible Customer.

**Eligible Solar Electricity** means the net amount of electricity in kWh that an Eligible Customer generates from an Eligible Solar Generator and exports to a Distribution Network (being the electricity exported in excess of the electricity consumed).

**Eligible Solar Generator** means a photovoltaic generator that:

- is installed at the Service Address;
- is connected to the Distribution Network;
- is used with an Eligible Meter;
- has a capacity less than 100 kW; and
- in respect of Premium Feed-In Tariffs, otherwise complies with any other Regulatory Requirements.

**Premium Feed-In Tariff** means the feed-in tariff which is required to be provided to you under section 40FF of the Electricity Industry Act 2000 (Vic).

**Regulatory Requirements** means includes the Electricity Industry Act 2000 (Vic).