



Discover Energy
Electricity Only
Terms and Conditions
Solar Retail Contract

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PREAMBLE

This contract sets out the terms and conditions for the purchase of electricity from Discover Energy customers with Solar generating facilities.

Terms and conditions in your energy contract regarding metering and your meter apply to this contract and any other metering equipment relevant to this contract as if set out here. This contract is closely related to your energy contract, and you should read this contract together with your energy contract to best understand your relationship with us. Many obligations on each of us are only set out in your energy contract, as this contract deals specifically with your generating facility.



1. THE PARTIES

This contract is between:

Discover Energy who sells energy to you at your premises and, in accordance with the terms set out in this contract, purchases electricity from your solar generating facility (in this contract referred to as “we”, “our” or “us”); and

You, the customer to whom this contract applies (in this contract referred to as “you” or “your”).

2. DEFINITIONS AND INTERPRETATION

- a) Terms used in this contract have the same meanings as they have in the National Energy Retail Law and the Rules. However for ease of reference, a simplified explanation of some terms is given at the end of this contract.
- b) Where the simplified explanations given at the end of this contract differ from the definitions in the National Energy Retail Law and the Rules, the definitions in the National Energy Retail Law and the Rules prevail.

3. DO THESE TERMS AND CONDITIONS APPLY TO YOU?

3.1. Application of these terms and conditions

These terms and conditions apply to you if you are Discover Energy customer who:

- a) is a residential customer; or
- b) is a business customer who is a small customer; and
 - i. is based in Queensland (QLD), New South Wales (NSW), or South Australia (SA);
 - ii. provides us with explicit informed consent to the applicability of these terms.
 - iii. Owns an eligible solar photovoltaic generator installed at your premises and is therefore eligible for the Discover Energy FiT.

3.2. Eligibility

To be eligible for the Discover Energy Fit you must:

- i. Consume less than 100 megawatt hours per year;
- ii. Have connected a solar photovoltaic generating facility with a maximum capacity of 10 kilowatts;
- iii. Be the electricity account holder for the premises where the generating facility is connected;
- iv. Have an energy contract with us in respect of the supply address where your generating facility is installed, through which we have become the responsible retailer;

- v. Have a net meter installed at that supply address, and
- vi. Have provided us with all relevant documentation regarding the generating facility as we request.

4. New Installations

4.1. If you want to install a new generating facility

If you want to install a new generating facility at your supply address, so as to become eligible for the Discover Energy FiT in accordance with clause 3.2, but have not yet accepted these terms and conditions, contact us via our website or call us on 1300 946 898 for assistance.

4.2. Connecting a new generating facility

We can if you request, contact your distributor to arrange for the connection of your generating facility to your distributors network. We will do so as soon as is reasonably practicable and in accordance with any timeframes set out in applicable regulations, one we have received your request and any necessary information regarding the connection of the generating facility or about you or your supply address. Information we will need will likely include:

- a) If we don't already have it, acceptable identification;
- b) If you are a business registered for GST, and we don't already have it, your ABN;
- c) Confirmation of the metering arrangement at your supply address;
- d) If the supply address is a rental property, the details of the rental agent and of the property owner;
- e) Any documentation required by applicable regulations dealing with the installation of such generating facilities (e.g. Certificate of Testing and Compliance); and
- f) Confirmation that, if necessary, that any connection forms or other forms have been completed and provided to your distributor for the connection of your generating facility to their network.

We may need to pass on connection costs from your distributor in respect of the connection and will advise at the time what these costs will be.

5. Feed-in Tariff credits

5.1. Feed-in tariff credits generally

You'll be entitled to feed-in tariff credits for any net export generation (as described in clause 7.2) from your generating facility for as long as one of the eligibility categories set out in clause 3.2 continues to apply.

5.2. Metering Systems

Net Meter: Net export generation means the electricity that you feed into your distributors network and does not include generation that you consume at your supply address. This means that you don't get feed-in tariff credits for electricity generated and consumed on site, but that generation does reduce the amount of electricity you need to pay for under your energy contract.

5.3. Rate of feed-in tariff credits

The rates applicable to the Discovery Energy FiT credits are published on our Basic Plan Information Documents, available on the Discover Energy Website. These rates are subject to change in accordance with clause 7.2. We will notify you if an applicable feed-in tariff credit rate is varied. At or about the time that this contract commences we will notify you of any additional amount intended to apply to your net export generation.

5.4. Accumulation of feed-in tariff credits

For each billing cycle under your energy contract, you will be entitled to feed-in tariff credits in accordance with clause 5.3, for all metered generation during that billing cycle.

5.5. Payment of feed-in credits

If your feed-in tariff credits for a billing cycle exceed the amount of any charges under your energy contract, we will apply that surplus balance of feed-in tariff credits to future bills under your energy contract, but:

- a) If you have a positive balance of feed-in tariff credits at the time that another retailer becomes the responsible retailer for your supply address, after all outstanding balances have been paid under your energy contract, then we will make a payment to you equivalent to the balance of feed-in tariff credits, at which point that balance is extinguished;
- b) we may elect, from time to time during the term of this contract, to make a payment to you equivalent to your balance of feed-in tariff credits, at which point that balance is extinguished; and
- c) you can request that we make a payment to you equivalent to your balance of feed-in tariff credits, up to 4 times per calendar year if that balance exceeds \$100, provided that the balance has been confirmed by an actual meter reading to exceed \$100, or otherwise as permitted by applicable regulations, and you must give us your consent to make that payment to you in such manner as we see fit (for example by EFT to your bank account or credit card). An administration fee of \$15.00 (GST Incl) applies for each additional request.

5.6. GST and tax invoices

You hereby confirm that either:

- a) You are not registered for GST, in which case we will send you statements regarding any payments made to you, and we both hereby agree that no invoice will be issued by either of us in respect of these payments or the relevant supplies; or
- b) You are registered for GST, in which case:

- i. In respect of all goods or services supplied under this contract, you hereby authorise us to issue you with recipient created tax invoices and agree that you will not issue any tax invoices; and
- ii. You must notify us if you cease to be registered for GST, and we must notify you if we cease to be registered for GST.

5.7. Treatment of feed-in tariff credits on your bill

Each bill issued under your energy contract will show the amount of net export generation, the amount of feed-in tariff credit applied, and any current balance of feed-in tariff credit. To the extent that charges under your energy contract for the billing cycle exceed the feed-in tariff credits, you will need to make a payment under your energy contract as per usual.

5.8. Basis of feed-in tariff credit calculations

The basis of the calculation of feed-in tariff credit entitlements for your account will be as per the basis of calculation of your bills under your energy contract. Generally this will mean that calculations are based on reads of your meter, but otherwise may mean that calculations are based on estimates undertaken in accordance with applicable regulations or your energy contract

5.9. Adjustment of a feed-in tariff credit calculation

If we have undertaken a calculation of feed-in tariff credits on the basis of an estimate or become aware of an error with a calculation, and we subsequently read your meter or otherwise get a more reliable meter reading or estimate, we will apply the conditions set out in your energy contract regarding adjustment of bills.

5.10. Review of a feed-in tariff credit calculation

We will review a calculation of feed-in tariff credits at your request, in accordance with the conditions set out in your energy contract regarding review of bills.

6. Liability

6.1. Limitation of liability

Other than to the extent we are in breach of this contract or negligent in relation to this contract, we are not liable for any loss, liability, claim or damage you may suffer because of energy you sell to us under this energy contract.

6.2. Mitigation of loss

If you are a business customer, you must take reasonable precautions to minimise the risk of loss or damage to any of your equipment, your premises or your business which may result from poor quality or reliability of energy supply or from any act or omission of yours or behaviour of your generating facility.

6.3. Indemnity

You hereby indemnify us against any loss or claim we may suffer due to your breach of this contract or due to your negligence in relation to this contract, with our recourse to such indemnity to be limited in amount to the amount which we are entitled under common law (including equity) or statute as compensation for the relevant instance of your breach or negligence (as applicable).

6.4. Set off

You hereby agree that we may set off any amount owed by us under this contract against any amount owed to us under this contract or any energy contract between you and us, and that our liability to make payment will be reduced by the extent of any such set off.

7. Variations

7.1. Variations to these terms and conditions

We may vary the terms and conditions set out in this contract from time to time, including but not limited to circumstances where applicable regulations are varied. We will give you notice of any such variation. We will give you this notice within any timeframes mandated by applicable regulations, and in any event as soon as is reasonably practicable.

7.2. Variations to feed-in tariff credit rates

We may vary the FiT rate (either for all customers or some customers) from time to time, including but not limited to circumstances where applicable regulations are varied. We will give you notice of any variation to the amount or structure of the feed-in tariff credit rate that applies to you under this contract. We will give you this notice within any timeframes mandated by applicable regulations, and in any event as soon as is reasonably practicable.

8. Obligations on you

You must inform us as soon as possible of any change to your generating facility, metering, or your relationship with the supply address (e.g. if you're moving out). You authorise us to request, and your distributor to provide us, details of your net export generation from periods prior to the commencement of this contract.

8.1. Generating facility information

You must inform us as soon as possible of any change to your generating facility, metering, or your relationship with the supply address (e.g. if you're moving out). You authorise us to request, and your distributor to provide us, details of your net export generation from periods prior to the commencement of this contract.

8.2. General obligations

- a) Keep your generating facility and associated installations in safe condition;
- b) Comply with any applicable regulations regarding your generating facility and this contract; and
- c) If your supply address is a rental property, procure that the property owner comply with any obligations that you're unable to comply with without their assistance.

9. Disconnections

We or your distributor may disconnect your generating facility if required by applicable regulations or if disconnecting your supply address under your energy contract.

10. Privacy

We take privacy very seriously and will treat your information in accordance with our privacy policy, which can be found on our website. To the extent that part of this contract refers to us contacting your distributor or others about you or your supply address, you hereby consent to us making that contact and consent to those third parties providing us with any relevant information.

11. Complaints and Disputes resolution

11.1. Complaints

If you have a complaint relating to this contract you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures.

Note: Our standard complaints and dispute resolution procedures are published on our website.

11.2. Our Obligations in handling complaints

If you make a complaint, we will respond to your complaint within the required timeframes set out in our standard complaints and dispute resolution procedures and inform you:

- a) Of the outcome of your complaint and the reasons for our decision; and
- b) That if you are not satisfied with our response, you have a right to refer the complaint to the Energy and Water Ombudsman NSW, QLD or SA depending on your state.

12. Notices

Any notice, consent, document or communication we give you under this contract will be in writing and either given by hand, faxed, posted or emailed, other than in the case of communications which other clauses of this contract contemplate being provided via an alternative communication method.

13. Assignment

To the extent permitted by law, we may assign this contract if the assignment forms part of the transfer of our residential or small business customer retail business in the state where your supply is connected. You must not assign this contract or any of your rights or obligations under this contract without our consent (which we may withhold in our absolute discretion). If we assign this contract, you agree to appoint us as your attorney to attend to all documentation necessary to affect the assignment.

14. Interpretation

14.1. General

- a) Heading and footnotes are for convenience or information only and do not affect the interpretation of this contract or of any term or condition set out in this contract;
- b) Words importing the singular include the plural and vice versa;
- c) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency and vice versa;
- d) a reference to a clause or appendix is to a clause or appendix of this contract;
- e) a reference to any statute includes all statutes varying, consolidating, re-enacting, extending or replacing them and a reference to a statute includes all regulations, proclamations, ordinances, bylaws and determinations issued under that statute;
- f) a reference to a document or a provision of a document includes an amendment or supplement to, or replacement of or novation of, that document or that provision of that document;
- g) a reference to a person includes that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns; and h. other parts of speech and grammatical forms of a word or phrase defined in this contract have a corresponding meaning.

14.2. Defined Terms

- a) Acceptable identification in relation to:
 - i. A domestic customer, includes 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;
 - ii. A business customer which is a sole trader or partnership, includes one or more of the forms of identification for a domestic customer for each of the individuals that conduct the business; and
 - iii. a business customer which is a company, includes the company's Australian Company Number or Australian Business Number.
- b) applicable regulations means the regulations that apply to us as an energy retailer and a business generally. This may include, but is not necessarily limited to, one or more of the following:
 - i. the National Energy Retail Law set out as a Schedule to the National Energy Retail Law (South Australia) Act 2011 and adopted in other states through various enabling legislative instruments (the Retail Law);
 - ii. the National Energy Retail Rules established under the Retail Law;
 - iii. the Electricity Act 1994 (Qld), the Electricity Act 1995 (NSW), the Electricity Act 1996 (SA);
 - iv. the Electricity (Miscellaneous) Amendment Act 2011 (SA)
 - v. the Electricity Regulation 2006 (Qld), the Electricity Supply (General) Regulation 2014 (NSW), the Electricity (General) Regulation 2012 (SA);
 - vi. the Electricity (Principles of Vegetation Clearance) Regulation 2010 (SA);
 - vii. the Electrical Safety Act 2002 (Qld), the Electricity (Consumer Safety) Act 2004 (NSW), the Energy Products (Safety and Efficiency) Act 2000 (SA);
 - viii. the Electrical Safety Regulation 2013 (Qld), the Electricity (Consumer Safety) Regulation 2015 (NSW);
 - ix. the National Electricity Rules;
 - x. the Metrology Procedure: Part A (National Electricity Market), as published by the Australian Energy Market Operator in accordance with clause 7.14.1(a) of the National Electricity Rules; or
 - xi. the Metrology Procedure: Part B (National Electricity Market), as published by the Australian Energy Market Operator in accordance with clause 7.14.1(a) of the National Electricity Rules or any other regulatory instrument which substitutes, amends or supplements any of the above.
- c) billing cycle means the regular recurrent period in which you receive a bill from us.
- d) business customer means a customer who is not a domestic customer.
- e) connect means the making and maintaining of contact between the electrical systems of two persons allowing the supply of electricity between those systems.
- f) distributor means a person who holds or is exempt from holding a distribution licence under the Electricity Act 1994 (Qld), the Electricity Supply Act 1995 (NSW), and the Electricity Act 1996 (SA) respectively.
- g) domestic customer means a person who purchases electricity principally for personal, household or domestic use at the relevant supply address.
- h) energy contract means a contract for the sale of electricity by us.

- i) feed-in tariff credits means credits for generated electricity earned in accordance with clause 5.
- j) FiT means the subsidised feed-in tariff voluntarily paid to Discover Energy customers who have a generating facility.
- k) generating facility means a qualifying generator as defined in the Electricity Act 1994 (Qld), the Electricity Supply Act 1995 (NSW), but only so far as that definition applies to solar photovoltaic generators, and the Electricity Act 1996 (SA) respectively.
- l) National Electricity Rules means the Rules made under the National Electricity Law applicable in Qld as a result of the operation of section 6 of the Electricity – National Scheme (Queensland) Act 1997 (Qld), section 6 of the National Electricity (New South Wales) Act 1997 (NSW) and section 6 of the National Electricity (South Australia) Act 1996 (SA).
- m) net meter means a bi-directional meter that measures two-way electricity flows and records them at least half hourly.
- n) Basic plan information document means the document containing our current feed-in tariff rates, energy supply and usage charges which is available for viewing on the Discover Energy website as updated from time to time.
- o) responsible retailer in respect of a supply address means the retailer responsible for the electricity supplied at the supply address for the purposes of settlement of a relevant wholesale electricity market under applicable regulations.
- p) supply address means an address where you are being supplied electricity and includes the relevant market connection point (as defined in the National Electricity Rules) in respect of that supply address.