

Diamond Energy

Feed-in Agreement (South Australia) Terms and Conditions for Customers with Qualifying Generator



Diamond Energy Pty Ltd ABN 97 107 516 334 of Level 1, 695 Burke Road, Camberwell, Victoria 3124 (“**Diamond**”) and the **Customer** specified in the Feed-In Agreement (“**you**”), enter into this Feed-In Agreement (“**your Agreement**”) for the sale by you to Diamond of the Export Electricity produced by your Qualifying Generator on the following Terms and Conditions.

1. Definitions

Applicable Regulations means the Electricity Act 1996, Electricity (Feed-in Scheme-Solar Systems) Amendment Act 2008 and Electricity (Miscellaneous) Amendment Act 2011;

Billing Period has the same meaning as in the Retail Agreement;

Distribution Network means the electricity power lines and associated equipment that are used to distribute electricity to your Supply Address;

Export Electricity means the net electricity produced by your Qualifying Generator and supplied to the Distribution Network, in each half an hour of the Billing Period;

Feed-In Agreement means the agreement signed by you, or, if you entered into the Feed-In Agreement through our website, the electronic form submitted by you, or if you enter into our Feed-In Agreement by telephone, means our voice recording;

Feed-in Credit means any additional amount per kWh of Export Electricity produced by your Qualifying Generator and supplied to the Distribution Network in a billing period, where stated in the Feed-in Agreement and subject to any additional terms and conditions in the Feed-in Agreement.

Feed-in Tariff means any amount per kWh of Export Electricity produced by your Qualifying Generator and supplied to the Distribution Network in a billing period that you are eligible as per Government regulations and Distributor funded as per the Solar Feed-in Scheme, where stated in the Feed-in Agreement and subject to any additional terms and conditions in the Feed-in Agreement.

Qualifying Generator means a Small Photovoltaic Generator that is (1) operated by a “small customer”, (2) complies with Australian Standard AS 4777, and (3) is connected to a Distribution Network in a manner that allows Export Electricity generated by the Small Photovoltaic Generator to be supplied to the Distribution Network;

Retail Agreement means a Retail Electricity Supply Agreement between Diamond (as retailer) and you for the supply and sale of electricity by Diamond to you at your Supply Address;

SAPN or **Distributor** means SA Power Networks, the operator of the Distribution Network in South Australia;

Small Photovoltaic Generator means a photovoltaic system with capacity up to 10kVA for a single phase

connection and up to 30kVA for a three phase connection;

Supply Address means your premises in South Australia, specified in your Feed-In Agreement Application, where you accept electricity supply from Diamond under your Retail Agreement and where your Qualifying Generator is installed.

Total Feed-in Credit means the combination of any eligible Feed-in Credits and eligible Feed-in Tariff as included in your Feed-in Agreement.

2. Your Feed-In Agreement

2.1 Your Feed-In Agreement with Diamond consists of these Feed in Agreement Terms and Conditions, the Feed-In Agreement and any schedule or product information forms provided to you by us which are stated to form part of the Feed-In Agreement.

2.2 You agree to supply and sell to Diamond (or to another party at Diamond's direction), and Diamond agrees to purchase, the Export Electricity produced by your Qualifying Generator and supplied to the Distribution Network from your Supply Address in accordance with your Feed-In Agreement.

2.3 You and Diamond agree that these Feed-In Terms and Conditions only apply in respect of Export Electricity produced by the Qualifying Generator installed and connected at your Supply Address, which is supplied to the Distribution Network.

2.4 To the extent that they are applicable or relevant, all the terms of the Retail Agreement will apply to the sale of Export Electricity under your Feed-In Agreement. If there is any discrepancy between these Feed-In Terms and Conditions and the Retail Agreement, these Terms and Conditions will take precedence. However, nothing in this Feed-In Agreement varies the Retail Agreement.

3. Conditions that Must be Satisfied

3.1 This Feed-in Agreement will come into effect only if you have entered into a Retail Agreement with Diamond, and it will remain in effect only if you continue to have a Retail Agreement with Diamond for the period of the Feed-In Agreement.

3.2 This Feed-in Agreement will come into effect only when Diamond is satisfied that the Qualifying Generator, inverter and necessary metering equipment have been installed and connected to the Distribution Network in accordance with the Applicable Regulations and are ready to export electricity to the Distribution Network,

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the necessary electrical certificates have been obtained and an appropriate connection agreement has been entered into with SAPN.

3.3 The Qualifying Generator must have been installed by a person who, at the time of the installation, had a Grid-connect Design & Install accreditation from the Clean Energy Council.

4. Payment or Credit for Export Electricity

4.1 Diamond will in accordance with any applicable legislation and regulations, credit you with the amount recorded for Export Electricity supplied by your Qualifying Generator and will reflect this credit in the charges payable by you for the supply of electricity under the Retail Agreement.

4.2 Diamond will also provide you with information relating to the amount of Export Electricity supplied to the Distribution Network by your Qualifying Generator, and the amount to be credited to you for this Export Electricity.

4.3 If the whole of an amount to be credited to you in respect of Export Electricity supplied to the Distribution Network in a particular Billing Period has not been set-off against the charges payable by you for the supply of electricity under your Retail Agreement by the expiration of 3 months after the end of that Billing Period, you will be entitled to the payment of the outstanding balance.

5. Small Technology Certificates

5.1 Where Diamond and you agree that your Feed-In Agreement will include the acquisition by Diamond of the Small Technology Certificates ("STCs") created by the Qualifying Generator, you agree to assign the STCs to Diamond. To enable Diamond to apply for the STCs, you must also sign a completed Small Technology Certificate Assignment Form and any other documents required by Diamond. You warrant to Diamond that you have not already sold, transferred, assigned, licensed or otherwise created any interest in the STCs or the right to create STCs to any other person Your Feed-In Agreement will not come into effect until these are signed.

6. Total Feed-In Credit

6.1 Diamond will credit you the Total Feed-In Credit for the amount of Export Electricity in a Billing Period at the agreed Total Feed in Credit, as per your Feed-in Agreement.

6.2 Diamond will base your Total Feed-In Credit on a reading of your metering equipment that records the net Export Electricity supplied to the Distribution Network in each half an hour of the Billing Period. If we are not able to reasonably or reliably base a credit on a reading of the meter, we will not record a credit unless SAPN estimates

the Export Electricity in accordance with any applicable regulations.

7. Goods and Services Tax

GST will be added to the gross amount of the electricity supplied and sold to you under your Retail Agreement, without any netting off for the Export Electricity. If you have quoted your Australian Business Number on the Feed-in Agreement and you demonstrate to Diamond that you are registered for GST, Diamond will credit you for GST on any taxable supply (as defined in A New Tax System (Goods and Services Tax) Act 1999) to Diamond under the Feed-In Agreement.

8. Billing

8.1 Diamond will credit your account for the Export Electricity supplied by you under the Feed-In Agreement when Diamond bills you for the electricity sold and supplied to you under your Retail Agreement.

8.2 The information to be included in bills issued by Diamond under your Retail Agreement will include details of the amount of Export Electricity supplied to the Distribution Network from your Qualifying Generator during the billing period, and the amount to be credited to you for that Export Electricity.

9. Termination

You may terminate your Feed-In Agreement at any time by notifying us, without terminating your Retail Agreement with us. We may also terminate your Feed-In Agreement by giving written notice to you if your Supply Address is disconnected from the Distribution Network or if your Retail Agreement with Diamond is terminated for any reason or if you enter a new Feed-In Agreement in respect of the Qualifying Generator with another retailer.

10. Assignment or Transfer of your Feed-In Agreement

You may not transfer your Feed-In Agreement to another person without Diamond's consent, which will not be unreasonably withheld. Diamond may assign, deal with, novate or transfer your Feed-In Agreement without your consent, but Diamond will remain bound by its obligations under the Feed-In Agreement.

11. Access to meters

You must allow us safe, convenient and unhindered access to your Supply Address, the Qualifying Generator and meter for the purpose of reading the meters and for connection, disconnection and reconnection.

12. Additional Costs

12.1 You may have to pay Distribution Network connection costs, metering and metering connection costs, costs relating to the Qualifying Generator, and other costs specified in the Feed-In Agreement. Diamond will advise you of the amount of these costs on request.

12.2 If any new or increased charges or taxes relating to the sale or supply of electricity or the purchase of Export Electricity by Diamond are imposed by any government, government agency, SAPN or other electricity industry participants, we may pass the liability for these charges or taxes onto you by providing you notice of any changes as soon as practicable.

Contact Details:

Diamond Energy Pty Ltd
Level 1
695 Burke Road
Camberwell, Victoria 3124

Telephone - 1300 838 009

Facsimile - 03 9006 9031

Email - customerservice@diamond-energy.com

13. Change in Laws

13.1 Your Agreement and these Terms and Conditions comply with the Applicable Regulations, Diamond may terminate your Agreement if there is a change in legislation, regulations or codes which materially and adversely affects Diamond. Alternatively, Diamond may vary your Agreement to the extent deemed by Diamond to be appropriate if there is any such change.

13.2 The South Australian Government's Feed-In Scheme and the Feed-In Tariff payable under the scheme are subject to change. Diamond reserves the right to vary the amount of the Feed-In Tariff to reflect such changes. Any such variation may be an increase or reduction.

14. General Provisions

14.1 Your Feed-In Agreement represents the entire agreement between Diamond and you and supersedes all prior arrangements or understandings between Diamond and you relating to your Feed-In Agreement.

14.2. If any term or clause of your Feed-In Agreement is or becomes invalid or unenforceable, then the other terms remain valid and unaffected and will continue for the duration of your Feed-In Agreement.

14.3 If Diamond does not exercise or enforce any right or power under your Feed-In Agreement, that failure will not amount to a waiver of that right or power. Any delay in doing so, will also not amount to a waiver of that right or power.

14.4 Diamond's obligations under your Feed-In Agreement will be suspended for the duration of any event or circumstance beyond Diamond's control which prevents or delays Diamond's performance of any of its obligations under your Feed-In Agreement.

14.5 Your Feed-In Agreement is governed by the laws of the state of South Australia. You and Diamond both agree to comply with those laws, including all legislation, codes, regulations, guidelines and standards governing the electricity industry in South Australia.