



Market Retail Contract Terms for Grid and Solar Supply

Important details

We, us, our means Ergon Energy Queensland Pty Limited, 420 Flinders Street Townsville QLD 4810, ABN 11 121 177 802.

You, your means the electricity account holder at the supply address.

Charge for solar energy consumed is 19 cents per kilowatt hour (incl. GST).

1 About this agreement

Under this agreement, we will provide electricity generated by rooftop solar panels to be installed at the Supply Address (Solar Energy). We will also continue to provide you with electricity from the Queensland interconnected electricity grid (Grid Energy). This agreement explains your and our rights and obligations.

Some terms used in this agreement have special meanings and are defined in bold. Terms that have special meanings in the National Energy Retail Law and the Rules have the same meanings here.

2 What has changed?

This agreement is a 'market retail contract' under the National Energy Retail Law and the National Energy Retail Rules (Rules). It is based on our version of the Model Terms and Conditions for Standard Retail Contracts contained in Schedule 1 of the Rules (Standard Terms). The Standard Terms, as amended by this agreement, are legally binding on you.

The Standard Terms apply to both Solar Energy and Grid Energy, except for clauses 8.1, 8.3 and 8.4 of the Standard Terms. Those are about our tariffs and charges for Grid Energy, and apply only to the sale of Grid Energy.

The following provisions of this agreement only apply to the sale of Solar Energy, except where the agreement says otherwise. The main example is clause 10, which says we will send you one bill for both Grid Energy and Solar Energy.

3 Supply address suitability

Before we can install the Solar System (the solar PV panels, PV inverter, meter and other equipment we install at the Supply Address for the purposes of supplying Solar Energy), we must confirm that the Supply Address is suitable. We will inspect the Supply Address before installing the Solar System. If we see work needs to be done to make the Supply Address suitable, we will notify the Department of Housing and Public Works who at their absolute discretion will decide whether to perform those works. If the works are not performed then this agreement will end.

4 Installing the Solar System

We will perform the Works for the Supply Address.

The Works include:

- Installing, connecting, testing, maintaining, repairing, upgrading and disconnecting the Solar System;
- Any mounting of equipment required to secure the Solar System to the Supply Address (Associated Works);
- Works in connecting the Solar System to the Distribution System (the electrical network to which the Supply Address is connected) and maintaining that connection, to allow the export of electricity from the Supply Address to the Distribution System (Connection Works); and
- Installing or upgrading any electricity meter as required to install or operate the Solar System effectively.

We will do our best to install the Solar System at an agreed time (Installation Date). If the Installation Date is delayed, we will contact you to arrange another time for installation.

We will do the Works at our cost and will own the Works at all times. You must not tamper with, or obscure, any markings or identifying tags or notices that identify the Works as our property.

We will ensure the Works are performed with the highest regard for the health and safety of all persons, according to applicable laws, and fit for purpose.

5 Start and end of supply

Under the Rules you have the right to withdraw from this agreement even if you have already agreed to it. You may only exercise this right within 10 business days of when you receive the 'Required Information' document in your 'Information Pack' (Cooling-off Period). You may withdraw by informing us verbally or in writing. If you withdraw, and we have already installed the Solar System, we may leave the Solar System at the Supply Address, and continue to sell solar energy through the electricity grid.

You consent to our making any required connection application on your behalf to allow for the supply of electricity using the Solar System and to accept any connection offer on your behalf.

We will start selling Solar Energy to you from the Solar Supply Commencement Date, which is the date notified by us, to you, on which:

- The Cooling-off Period has expired; and
- The Solar System and any required Meter has been installed, connected to the Distribution System and activated.

This agreement will end when either:

- Our agreement with the State of Queensland about the sale of Solar Energy at the Supply Address ends;
- The Standard Terms which apply to this agreement, under which you are sold Grid Energy, ends;

- The Tenant withdraws their consent to this Agreement; or
- You are in breach of a relevant law.

If this agreement with you ends and you continue to be the Grid Energy customer for the Supply Address, we will automatically start selling electricity to you at the Supply Address under the terms of our Standard Retail Contract.

6 Access to the Supply Address

When we ask, you must give us (and our contractors) reasonable assistance and co-operation to allow us to access the Supply Address, perform the Works and comply with any laws. We will only access the Supply Address at reasonable times and after giving you reasonable notice (except where there is an emergency or threat of damage or injury). We will take all necessary precautions when accessing the Supply Address and performing the Works.

7 Damage to the Solar System

You must not:

- Remove, damage or interfere with any of the Works or cause the operation of a Solar System to be adversely affected; or
- Do anything that hinders or obstructs communications between the Solar System, the Metering Works, Connection Works and our meter data systems.

If we know about any damage to the Works, we will do our best promptly to repair that damage.

8 Tariffs and charges for energy

Our tariffs and charges for the sale of Solar Energy to you under this agreement are:

- The charge set out in the Important Details; plus
- The amount of any taxes (other than income tax), duties, imposts, levies, regulatory charges, costs, fees and charges that we have to pay concerning our supply of Solar Energy to you.

9 Environmental credits and Feed-in Tariffs

Solar Energy may be eligible for Environmental Credits (credits and any similar rights that relate to greenhouse gas emission or low-emission or renewable energy) and solar energy sold into the electricity grid may receive Feed-in Tariffs (feed-in tariffs under the Electricity Act 1994 (Qld) and Electricity Regulation 2006 (Qld), as amended). As we will pay for and maintain the Solar System:

- We will have the benefit of any Environmental Credits created or produced from the Solar System;
- You must do all things reasonably necessary to create, register or assign those Environmental Credits to us; and
- As we are also your electricity retailer for Grid Energy, we will make a legally required allowance to you of any Feed-in Tariff, but because we own the Solar System, we will reverse that allowance in your bill, so that you will not receive that amount at any time.

10 Billing

We will normally send you a bill each month in accordance with the process set out in the Standard Terms. If your bill covers a period other than a month, we will adjust our bill on a pro-rata basis.

When we calculate your bill, the amount of energy consumed at your premises will be separated into energy consumed from Grid Energy and Solar Energy.

11 Title, risk and indemnity

Except as set out below, Solar Energy is at your risk from the time it enters the electrical system at the Supply Address. You must:

- Do what you reasonably can to minimise the risk of loss or damage to any property or business from a failure in the frequency and continuity of Solar Energy; and
- Indemnify us if someone else makes a claim against us due to your use of Solar Energy, to the extent that claim is due to your negligence or breach of this agreement.

12 Our liability

If you are acquiring goods or services from us as a consumer within the meaning of the Australian Consumer Law, you will have certain rights and remedies (including consumer guarantee rights that the goods and services we provide to you will be of acceptable quality, fit for the purpose disclosed and carried out by us with due care and skill) that cannot be excluded, restricted or modified by this agreement. To the extent permitted by law, we limit our liability in relation to those rights and remedies to the supply of equivalent energy.

13 Transferring this agreement

We may assign, transfer or novate our rights and obligations under this agreement at any time if that assignment, transfer or novation is to our related company or if you agree.

14 Privacy

We will collect and hold Personal Information about you concerning this agreement. As required, we may provide this Personal Information to our contractors who are assisting us in the provision of the Service and to the Queensland Government who is [administering the Sunny Savers program]. How we deal with your Personal Information is explained on our Privacy Policy, which is accessible from our website at ergon.com.au/privacy