

Victorian Solar Energy Purchase Agreement

This Agreement is only for Jackgreen Victorian residential customers who do not have an ABN, are ‘small customers’ consuming less than 100 MWh per annum and have installed a Small Generation System at their principle place of residence that has been registered with the Network.

1. Introduction

Jackgreen (International) Pty Ltd ABN 14 097 708 104 of Level 5, 52-58 William Street, East Sydney 2011 NSW Phone: 1300 46 5225 (“us” or “we”) and the customer (“you”), enter into an Agreement for the purchase of Solar Energy.

1.1 Interpreter Services

إذا كنت بحاجة إلى مترجم، فالرجاء أن تطلب ذلك من مندوب جاكغرين (Jackgreen)

如果需要傳譯員，請詢問你們的 Jackgreen 代表。

Αν χρειάζεστε διερμηνέα, παρακαλούμε να το πείτε στον αντιπρόσωπό σας της Τζακγκρήν-Jackgreen.

Se vi serve un interprete, fatelo presente al rappresentante della Jackgreen.

Si necesita un intérprete, hable con su representante de Jackgreen.

Nếu cần thông ngôn giúp đỡ thì xin quý vị hỏi nhân viên đại diện của Jackgreen.

Phone: 1300 46 5225

1.2 Definitions

“**Distributor**” means the electricity distributor in your distribution area.

“**Energy Retail Code**” means the Energy Retail Code published by the Essential Services Commission a copy of which is available from Jackgreen upon request.

“**Small Generation System**” means the customer’s small renewable energy generation facility as defined in the *Electricity Industry Act 2000* (Vic) with a capacity of less than 5kw.

“**Feed in Tariff Scheme**” means the scheme set up by the Victorian Government for the credit of excess renewable energy defined in the *Electricity Industry Act 2000* (Vic).

“**Force Majeure Event**” means an event outside the control of either party.

“**Retail Supply Agreement**” means the electricity supply agreement signed by you, or, if you apply to become a Jackgreen customer through the Jackgreen website, the form submitted, or if you become a Jackgreen customer by telephone, means the agreement as recorded.

“**Renewable Energy Certificates (or RECs)**” has the meaning given by the *Renewable Energy (Electricity) Act 2000* (Cth) and the *Renewable Energy (Electricity) Regulations 2001* (Cth).

2. Commencement of this Agreement

This Agreement will commence on the date that is specified in the Schedule. However, this Agreement will not commence unless all conditions specified in the Schedule are met to the satisfaction of Jackgreen. By signing this Agreement, you are providing your explicit informed consent to be bound by this offer.

3. Connection to distribution system

Upon your request, Jackgreen will make a request to the relevant Distributor to connect your Small Generation System to the Distributor's distribution system. This request will be made no later than the next business day after receiving all documentation required under the *Electricity Safety Act 1998* (Vic) and any other documentation required by the Distributor.

4. Tariff change

If you require a metering change to give effect to this agreement, the Distributor may require Jackgreen to charge you a different tariff. If this is necessary, Jackgreen will notify you 14 days prior to the change. If you do not wish to change tariffs, you may cancel this agreement.

5. Credit for electricity generated

Jackgreen agrees to apply a credit in each invoice for electricity generated by the Small Generation System in excess of the usage on a day to day basis at the rate specified in the Schedule and in accordance with the *Electricity Industry Act 2000* (Vic). Any credit for excess electricity will only be credited at the time that an invoice is generated.

Credits placed on your account will be shown on the invoice issued in accordance with the Retail Supply Agreement and shown separately from consumption and other charges. Credits that remain on your account for a period of more than 12 months will be refunded.

6. Under crediting and over crediting

If Jackgreen over credits you for electricity supplied by the Small Generation Unit, we will proceed in accordance with clause 6.2 of the *Energy Retail Code*. Any review of a credit will be conducted on the basis specified in clause 6.1 of the *Energy Retail Code*.

If Jackgreen under credits you for electricity supplied by the Small Generation Unit by an amount of \$50 or less, Jackgreen will credit the amount on the next bill issued after Jackgreen becomes aware of the under crediting.

If Jackgreen under credits you for electricity supplied by the Small Generation Unit by an amount exceeding \$50, Jackgreen will inform you within 10 days of becoming aware of the under crediting and will repay any amount by crediting the next bill or in accordance with your instructions.

7. No assignment of RECs

This agreement does not constitute an assignment of the rights to create RECs from the Small Generation System.

8. Your obligations

You have the following obligations in addition to your obligations under the Retail Supply Agreement entered into with Jackgreen:

- 8.1** You are responsible for any additional Network charges including but not limited to connection fees, installation of metering equipment, maintenance of metering and Small Generation System.
- 8.2** You are required to provide safe and unhindered access to the meter and Small Generation System at all times to Jackgreen and Jackgreen's representatives. Failure to provide access to a meter or a loss of data by the Network or Jackgreen may require Jackgreen to use estimate reads. You agree that your account will not be credited at any time during which actual reads are unavailable excess electricity unless an estimated credit is provided by the Distributor. Estimates will be used in accordance with your Retail Supply Agreement. Jackgreen will use our best endeavours to ensure that your meter is read at least every 12 months.
- 8.3** You must notify Jackgreen within 14 business days if the capacity of your Small Generation System exceeds 5 kilowatts.
- 8.4** You agree, to the maximum extent allowable under law, to indemnify Jackgreen against any loss or damage suffered as a result of a failure to comply with this Agreement or any other law or a failure or fault with the Small Generation System or metering equipment.
- 8.5** You are responsible for the maintenance of the Small Generation System and for all costs associated with maintenance.
- 8.6** You are required to notify Jackgreen of any change to your contact details as soon as possible.

9. Jackgreen's obligations

Jackgreen has the following additional obligations under this Agreement:

- 9.1** On request, Jackgreen will inform you of all foreseeable costs relating to the Agreement.
- 9.2** Jackgreen will review a premium solar feed-in tariff credit to you at your request, to be conducted on the basis specified in clause 6.1 of the *Energy Retail Code*.
- 9.3** Jackgreen will not extinguish premium solar feed-in tariff credits where the premium solar feed-in tariff credit is not based on an actual meter reading and/or where the bill for the billing period that the credit is associated with has not been issued to you. For the avoidance of doubt, Jackgreen does not breach this clause if Jackgreen is unable to read your meter in any relevant period as a result of you breaching an obligation under clause 8 or some other event outside Jackgreen's control.
- 9.4** Jackgreen must retain your historical premium solar feed-in tariff crediting data for at least two years, even if your contract with Jackgreen to supply electricity to the distribution system and your contract to buy electricity from Jackgreen has been terminated.
- 9.5** Jackgreen must process any request for historical data relating to a premium solar feed-in tariff contract in the same manner as a request for historical data

relating to a supply of electricity to you under clause 27.2 of the *Energy Retail Code*.

9.6 A notice, consent, document or other communication given by Jackgreen under the agreement will be given in a manner specified in clause 32 of the *Energy Retail Code*.

10. Force Majeure

The customer and Jackgreen's obligations under this Agreement are suspended to the extent that they are affected by the Force Majeure Event for so long as the Force Majeure Event continues and any breach is to be dealt with in accordance with clause 18 of the *Energy Retail Code*.

If your Small Generation System is damaged or otherwise unable to generate electricity you will not be able to claim a Force Majeure Event under your Retail Supply Agreement and will continue to be responsible for the payment of all charges due under your Retail Supply Agreement.

11. Variations of this Agreement

We may only vary this Agreement with your consent in writing. However, this Agreement may be subject to change as a result of future legislative amendments to the *Electricity Industry Amendment (Premium Solar Feed-in Tariff) Act 2009*.

12. Assignment of this Agreement

Jackgreen may only assign this Agreement with your consent, unless the assignment forms part of the transfer to a third party of all or substantially all of Jackgreen's retail business.

13. Taxation obligations

You are required to pay all taxes as required when you generate any income sale of electricity to Jackgreen.

14. Termination of this Agreement

This Agreement will be terminated if the conditions listed in the Schedule are no longer met.

Jackgreen may terminate the Agreement once the fifteenth anniversary of the scheme start day has been reached i.e. once the scheme has been in place for 15 years.

This Agreement may also be terminated by either party by the provision of ten business days written notification. A termination of this Agreement will not have any effect on any Retail Supply Agreement in existence between you and Jackgreen.

15. Complaints

Complaints about the operation of this Agreement or the fulfilment of obligations under this Agreement may be **directed to Jackgreen on (02) 8302 3813 or free call 1300 46 5225**. Complaints will be handled in accordance with the relevant Australian Standard on Complaint Handling. If, after attempting to resolve a complaint with a higher level within Jackgreen, your complaint remains unresolved you may contact the Energy and Water Ombudsman of Victoria or another external dispute resolution body.

16. Miscellaneous

Jackgreen will retain records of this Agreement and any billing data associated with this Agreement for 2 years.

Jackgreen will abide by our Privacy Policy which may be viewed on our website at: http://www.jackgreen.com.au/files/JG_Privacy_policy.pdf

By signing this agreement you are giving your explicit informed consent to be bound by the above terms. If you have any questions about the agreement call 1300 46 5225 before you sign.

Jackgreen customer number: _____

Name: _____

Sign: _____

Date: _____

Schedule

Item	Amount	Comment/ Condition
1. Credit applied for additional electricity generated by the Small Generation System	60c/ Kwh of electricity fed back into the grid (GST inclusive).	Credit applied in accordance with this Agreement.
2. Conditions for this Agreement		a. Must be a Jackgreen customer with connection for a Victorian premise. b. Customer to have Small Generation System connected and registered with the Network with a capacity of less than 5 kilowatts. c. Customer to ensure that installation and operation of Small Generation System complies with all State and Commonwealth laws.