



Special terms and conditions for residential Distributed Generation

1. Introduction

Set out below are:

- a) the circumstances in which we are willing to pay you for electricity which you generate at your property and send into the network; and
- b) the terms and conditions which apply in these circumstances.

These special terms and conditions are in addition to and form part of your agreement with us, as set out in our standard terms and conditions of supply for residential customers.

2. Definitions

Terms that appear in *italics* in these *special terms and conditions* are either defined below, or have the meanings given to those terms in the *agreement*.

connection contract means a contract between you and a *network operator*, which permits you to connect the *generation equipment* to the *network* and send electricity from the generation equipment into the network.

exported electricity means the electricity you send into the network from the generation equipment.

exported electricity pricing plan means the relevant pricing plan for *exported electricity* that applies to you, as published or advised by *us*, which may change from time to time.

export meter means a meter to measure *your exported electricity*, which may be integrated with other *metering equipment* or may be a separate meter.

generation equipment means any equipment used to generate *exported electricity*.

special terms and conditions means these special terms and conditions for residential distributed generation as may be amended from time to time.

3. When these special terms and conditions apply

These *special terms and conditions* will only apply if each of the following criteria is met:

- (a) *we* supply *you* with electricity on the terms of the *agreement*;
- (b) the *generation equipment* is located at the *property* to which the *agreement* relates and such equipment is capable of generating no more than 5 kilowatts;
- (c) you have a *connection contract* with your *network operator* (see clause 4 below) And have made all necessary physical arrangements in order to connect the *generation equipment* to the *network* and supply electricity into the *network*;



- (d) the exported *electricity* is metered to an accuracy and reliability that is approved by *us*, with an *export meter* supplied and installed by *us* or *our* agent;
- (e) the *generation equipment* and *your* operation of the *generation equipment* complies with any relevant standards and/or statutory or regulatory requirements; and
- (f) *you* have applied to *us* to receive payment for electricity *you* send into the *network* from the *generation equipment* and we have accepted *your* application.

4. Becoming a residential distributed generation customer

- 4.1 To become a residential distributed generation customer, *you* can apply to *us* by phoning *us* or an agent working on *our* behalf.
- 4.2 *You* will need to arrange a *connection contract* with *your network operator* by contacting *your network operator*. Please contact *us* if *you* would like *us* to provide *you* with *your network operator's* contact details.
- 4.3 If *we* accept *your application*, *you* will become a residential distributed generation customer and these special terms and conditions will come into effect as part of *your agreement* with *us* from the date advised to *you* by *us*.
- 4.4 If *you* are an existing residential distributed generation customer, and *you* are moving house and there will be a new occupant at *your property*, *you* must give *us* at least two business days' notice of *your* move.

5. Purchase of exported electricity

- 5.1 *We* will purchase *exported electricity* from *you* on the basis of these *special terms and conditions*.
- 5.2 *We* are not obliged to perform *our* obligations under these *special terms and conditions* if:
 - (a) *you* breach any of *your* obligations under the *agreement* or these *special terms and conditions*;
 - (b) *you* no longer meet one or more of the criteria in clause 3 above;
 - (c) *you* materially breach *your connection contract*; or
 - (d) in *our* opinion, the *generation equipment* is being operated in a manner which is likely to cause damage or injury to any property or person.
- 5.3 The "ending this agreement" section of the *agreement* also applies to these *special terms and conditions*.

6. Meters

- 6.1 *You* are not entitled to payment for *your exported electricity* unless *you* have an *export meter* installed at *your property*.



- 6.2 If you do not have an *export meter* installed at *your* property, we will arrange for one to be installed. *You* may not install an *export meter* yourself. *We* will choose the appropriate *export meter* and charge *you* for the installation of that *export meter*.
- 6.3 For the avoidance of doubt, where these special terms and conditions apply, the defined term “metering equipment” in the agreement shall include export meters and all of the provisions of the agreement relating to metering equipment shall apply to export meters. In particular, you:
- (a) agree to protect the export meter on your property against interference, damage, loss and destruction. This may include weatherproofing the export meter at your expense;
 - (b) must notify *us* immediately if the *export meter* on *your property* is damaged, defective or otherwise appears unsafe. *We* may recover from you the cost of repairing or replacing any damaged *export meter* where the damage could have been prevented by you taking reasonable care. In these cases we will advise you of the cost of repairing or replacing the export meter before undertaking the work. *You* should refer to the *agreement* for the full terms and conditions applicable to *metering equipment*.

7. Prices

You are entitled to the price per kilowatt-hour including GST (if applicable) in the *exported electricity pricing plan* that applies to *you* for *your exported electricity*, which we will advise to *you*.

8. Billing and Payment

- 8.1 The sections of the *agreement* relating to charges, billing and payment also apply, to the extent relevant and as modified by these *special terms and conditions*, in respect of *your exported electricity*.
- 8.2 If your *export meter* has not been read for the period to be covered by a bill, we will make a reasonable estimate of the quantity of *your exported electricity* during that period. If the quantity of *your exported electricity* shown on *our* bill is based on an estimate, we will say so on our bill. If *you* ask, we will explain the basis of *our* estimate.
- 8.3 Each bill for your *exported electricity* will also show:
- (a) *your* actual or estimated *exported electricity* during the billing period; and
 - (b) the amount *you* are entitled to for that electricity under your *exported electricity pricing plan*.
- 8.4 In the event that it is not possible for *us* to determine the quantity of *exported electricity* due to a failure or inaccuracy in the *metering equipment* or *export meter* or in the event that *you* dispute *our* calculation of the quantity of *exported electricity*, then the quantity of *exported electricity* shall be *our* reasonable estimate for the relevant period based on historical information and having regard to *your* previous generation, exportation and consumption profiles.



9. Liability

- 9.1 We are not responsible for problems with the network or energy supply equipment which affects the generation equipment or your ability to send electricity into the network. If you have such problems, please contact your network operator.
- 9.2 You are responsible for the safe operation of the generation equipment and for any damage caused to the generation equipment or to any other property or person as a result of the operation of the generation equipment (including, without limitation, for any voltage fluctuations or other matters concerning the quality of the electricity supply to your point of supply which may damage sensitive appliances or concerning the local supply on the network) and you indemnify us against any claims from the network operator or any other party affected by your non-compliance with these special terms and conditions.
- 9.3 You shall arrange appropriate public liability insurance in relation to the operation of the generation equipment.