

Feed in Electricity Addendum



click
energy

Feed in Electricity

Click only offers, its customers, the following regulated feed-in tariffs. Please click on the link below to find out more about the tariff or regulated scheme from the Governing Bodies of the schemes:

[Queensland's Solar Bonus Scheme](#)
[Victoria's Standard Feed-In Tariff](#)
[Victoria's Premium Feed-In Tariff](#)

All of our schemes are based on a "Net Metering" solution. This means that we only purchase the electricity that you export or Fed into the Grid and not the total amount of electricity that you have produced or generated and used for your own consumption at your supply address. For this electricity i.e., the electricity that you have generated and consumed at your own supply address, means that you are importing less electricity from the Grid and in doing so reducing your existing electricity bill.

This means that you might not get any credit from Click if you have not exported any electricity back into the Grid. You may still be benefiting from the electricity that you are generating, however this benefit is in the form of a lower bill from Click Energy, as you have used all of the electricity that you have produced.

The Addendum – The Feed-in Electricity

Our Customer Charter along with this Addendum to our Customer Charter, sets out the terms and conditions of this Feed In Contract for the electricity generated by you at your supply address and purchased by Click Energy Pty Ltd.

For completeness this addendum should be read in conjunction with our Customer Charter.

Terms that appear in italics are defined at the end of the Click Energy Customer Charter or this Addendum.

We draw your attention to a number of terms in this Addendum which require your explicit informed consent and are listed below:

Items that require your explicit informed consent

- If required by the Code or Guidelines we will only vary this Feed In Contract with your consent in writing, otherwise you give your explicit and informed consent that this Feed In Contract may be varied by us.
- You give your explicit informed consent that the refund must be paid by EFT to a bank account, VISA, MasterCard or American Express card.
- The tariff you receive for electricity fed into the Grid will be set out in your Written Disclosure Statement or your Price and Product Information Statement and is published on our website. You give your explicit informed consent that your tariff can change from time to time, in-line with the relevant code or guideline. If the tariff does change you will be notified on your next bill or by an email 10 business days prior to the change in tariffs or as required by the code or guideline.

- If you are on one of our smoothed or estimated monthly billing plans, i.e., ClickEasy or PrestigePower which involves an estimated amount, you give us your explicit informed consent that we may transfer you onto one of our quarterly billed products at the same energy rates.
- If you apply for a connection of your Generator to the Grid you give your explicit and informed consent that we may reassign the tariff that you are charged under our contract for the sale and purchase of electricity, based on the change in your metering circumstance's, which may include new metering equipment, and is likely to be a change to a "time-of-use" pricing – that is, a peak rate for power purchased during the day, and an off-peak rate for power bought at night and on weekends.

Who is Click Energy?

Click Energy is Australia's first dedicated online energy retailer.

We save you time and money by providing you with a straightforward and hassle-free service. We also reward you for reducing your environmental footprint by offering you discounts for using the internet to receive and pay your bills.

Term

Commencement

These terms and conditions will apply from the first available meter reading of exported data after you have notified us of your eligibility to one of the Regulated Schemes and you have:

- satisfied all of the Governing Bodies Feed in Electricity tariffs requirements that apply for the Regulated Scheme in your state,
 - [Victoria's Feed In Criteria](#)
 - [Queensland's Solar Bonus Scheme Criteria](#)
- satisfied all of the requirements of your distributor including the appropriate metering that will enable us to measure the amount of electricity that you have fed into the Grid, and
- given your explicit and informed consent under the terms and conditions of the Contract for the sale and purchase of electricity, and
- Click has become the financially responsible market participant for your supply address.

Connection

If you want us to connect your Generator to the Grid you must make an application and provide us with the required information, which includes acceptable identification and a certificate of electrical safety issued by a registered electrical contractor certifying that the Generator is safely and properly connected to the Grid.

If we accept your application we will contact your distributor no later than the next business day to request your generator to be connected to the Grid. We may charge you any Distribution and Metering charges in relation to this connection.

You understand and acknowledge that your Distributor is responsible for the connection and maintenance of the connection of your Generator to the Grid and that your Distributor is responsible for taking the supply of your Feed-in electricity into the Grid.

If you apply for a connection of your Generator to the Grid you give your explicit and informed consent that we may reassign the tariff that you are charged under our contract for the sale and purchase of electricity, based on the change in your metering circumstance's, which may include new metering equipment, and is likely to be a change to a "time-of-use" pricing – that is, a peak rate for power purchased during the day, and an off-peak rate for power bought at night and on weekends.

Termination by You

If you want to terminate this Feed In Contract you must notify us in writing as soon as possible.

Termination by Us

We reserve the right to terminate this Feed In Contract if;

- you or your supply address no longer satisfy all of the Governing Bodies Feed in Electricity tariffs requirements that apply for the Regulated Scheme in your state in particular, if the name-plate generating capacity of your generator exceeds the regulatory capacity permitted under the regulated feed-in tariff or scheme
- you or your supply address no longer satisfy all of the requirements of your distributor including the appropriate metering that will enable us to measure the amount of electricity that you have fed into the Grid
- you have been evicted or otherwise forced to vacate the supply address or the supply address has been disconnected from the Grid
- you vacate the supply address, the terms and conditions included in this addendum terminate on the date you vacate your supply address or on the date you notified us that you were vacating your supply address or whichever date occurs first
- you terminate your contract between you and us for the sale and purchase of electricity, and Click is no longer the financially responsible market participant for your supply address
- The Regulated Scheme is terminated, ends or repealed by the Governing Body

Expiry

This Feed-In Contract will continue until we are no longer the Financial Responsible Market Participant for Your Supply Address or until the Regulated Scheme terminates, ends or is repealed by the Governing Body.

Bills

Price of Electricity

The tariff you receive for electricity fed into the Grid will be set out in your Written Disclosure Statement or your Price and Product Information Statement and is published on our website. You give your explicit informed consent that your tariff can change from time to time, in-line with the relevant code or guideline. If the tariff does change you will be notified on your next bill or by an email 10 business days prior to the change in tariffs or as required by the code or guideline.

Your tariff does depend on which Regulated Scheme that you apply for and the metering configuration at your supply address.

You agree that you are responsible for all fees and charges, in relation to your or, that the code or guideline allows us to charge you including any additional retail charges, any distribution non-network charges that we have been charged for i.e., disconnection and reconnection charges and any registration fee.

Issuing Your Bill

We will issue you a bill, as per our contract with you for the sale and purchase of electricity, included on this bill will be the credit for the amount of electricity that you have fed into the Grid.

If your total bill has a credit balance after the application of the credit for the amount of electricity that you have fed into the Grid the credit balance will be applied towards your next bill from Click Energy unless a refund has been paid.

If you are on one of our smoothed or estimated monthly billing plans, i.e., ClickEasy or PrestigePower which involves an estimated amount, you give us your explicit informed consent that we may transfer you onto one of our quarterly billed products at the same energy rates.

Refunds

In Queensland, if the credit amounts for the purchase of electricity are greater than the debit amounts for the sale of electricity over a 12-month period i.e., you have a credit balance, then on request the credit balance will be returned to you.

In Victoria, if the credit amounts for the purchase of electricity are \$100 greater or more than the debit amounts for the sale of electricity over a 12-month period i.e., you have a credit balance greater than \$100, then on request the credit balance will be returned to you.

You give your explicit informed consent that the refund must be paid by EFT to a bank account, VISA, MasterCard or American Express card.

For the avoidance of doubt refunds will not be made if the credit balance includes a credit for electricity generated based on an estimated reading.

We do not pay interest on credit balances.

Meter Readings

The quantity of electricity fed into the Grid at your supply address will be determined by your Distributor or their agent using metering data from the Metering Equipment installed at your supply address.

Your Distributor will use their best endeavours to read your meter at least once every 12 months. You must allow their or our representative safe, convenient and unhindered access to your supply address for the purpose of reading your meter and for maintenance and inspection, connection, disconnection and reconnection.

If we are not able to reasonably or reliably calculate a credit amount on a reading of the amount of electricity you fed into the Grid, we will not provide you with an estimated credit for the amount of electricity fed into the Grid, unless your distributor estimates the generation in accordance with applicable regulatory instruments. If we do not provide you with an estimated credit for the amount of electricity fed into the Grid, when we subsequently obtain an actual meter reading for the total amount of electricity fed into the Grid by you we will include a credit for the total amount of electricity fed into the Grid on your next bill.

Liability

Limitation of Liability

You agree, to the maximum extent allowable under law, to indemnify us against any loss or damage suffered as a result of a failure to comply with this Feed In Contract or any other law or a failure or fault with your Generator or metering equipment.

You are responsible for the maintenance of the Generator and for all costs associated with maintenance.

Force majeure

If your Generator is damaged or otherwise unable to generate electricity, you will not be able to claim a Force Majeure Event under your Contract for the sale and purchase of electricity and will continue to be responsible for the payment of all charges due under your Contract.

General

Faults and Emergencies

If you experience any type of power failure, you can call the faults and emergencies number on your bill.

Variation

The tariff you pay for electricity will be set out in your Price and Product Information Statement or Written Disclosure Statement and you give your explicit and informed consent that it can change. If the tariff does change you will be notified on your next bill or by an email 10 business days prior to the change in tariffs or as required by the Code or Guidelines.

This feed in contract may be subject to change as a result of future legislative amendments to the Electricity Industry Amendment (Premium Solar Feed-in Tariff) Act 2009 (Victoria) or the ELECTRICITY ACT 1994 - SECT 55DB (Queensland) or a change in any other Code or Guideline.

If required by the Code or Guidelines we will only vary this Feed In Contract with your consent in writing, otherwise you give your explicit and informed consent that this Feed In Contract may be varied by us.

If this Feed In Contract, is amended, we will notify you of any amendment that materially affects your rights, entitlements and obligations as soon as reasonably practicable after the Feed In Contract is amended. Otherwise please periodically visit our website to view the latest version of our Feed In Contract.

Assignment

This agreement does not constitute an assignment of the rights to the Small-Scale Technology Certificates (STC's) or Renewable Energy Certificates (REC's) that you generate from your Small Generation System

Relevant Law

The law applicable to this Feed In Contract is the law of the State where your supply address is located.

Other Information

You must:

- maintain and comply with your network connection agreement with your Distributor regarding the metering and operation of your Facility;
- notify Us as soon as possible of any change to Your address for notices;
- notify Us as soon as possible if You intend to increase the generating capacity of Your Facility;

Definitions & interpretation

Addendum means this document that along with the our Customer Charter sets out the Terms and Conditions of this Feed In Contract

Click Energy Customer Charter means the document that sets out your rights and responsibilities, which together with any Additional Terms and Conditions sets out the contract between you and us for the sale and purchase of electricity.

Feed In Contract means this Addendum, the Click Energy Customer Charter and any Additional Terms and Conditions that form the agreement between you and us for the electricity generated by you at your supply address and purchased by Click Energy Pty Ltd.

Generator is a facility at your supply address that produces electricity and includes solar panels.

Governing Bodies includes the Queensland's Office of Clean Energy and the Victorian Governments Department of Primary Industries. Their contact details are listed below.

Grid means the electricity network your Distributor uses to transport electricity to your supply Address.

Regulated Schemes currently includes the three mandatory schemes governed by the Electricity Industry Amendment (Premium Solar Feed-in Tariff) Act 2009 (Victoria), Standard Feed-In Tariff Scheme prescribed by the Electricity Industry Act 2000 and the ELECTRICITY ACT 1994 - SECT 55DB (Queensland).

Contacts - Regulators

Essential Services Commission of Victoria

Level 2
35 Spring Street
Melbourne 3000
www.esc.vic.gov.au

Queensland Mines and Energy

Department of Employment, Economic
Development and Innovation
PO Box 15216
CITY EAST QLD 4002
Telephone: +61 7 3235 4164
Facsimile: +61 7 3237 1344
www.dme.qld.gov.au

Australian Energy Regulator

Level 35, The Tower
360 Elizabeth Street
Melbourne Central
Melbourne VIC 3000
Tel: (03) 9290 1444
Fax: (03) 9290 1457
AERInquiry@aer.gov.au

Contacts - Ombudsmans

Energy and Water Ombudsman Victoria (EWOV)

Freecall (except mobile phones): 1800 500 509
www.ewov.com.au

Energy Ombudsman, Queensland (EOQ)

Ph: 1800 662 837
Email: info@eoq.com.au

Faults and Emergencies

If you have a power failure you may call your distributor's 24 hour emergency number:

Alinta AE (AGL/Agility): 131 626

CitiPower: 131 280

Energex: loss of supply 13 62 62

Energex: emergencies 13 19 62

Powercor: 132 412

SP AusNet (TXU): 131 799

United Energy: 132 099

Contacts – Feed in Tariffs Governing Bodies

Department of Primary Industries (Vic)

1 Spring Street
Melbourne VIC 3000
Tel: (03) 9658 4000
Fax: (03) 9658 4006
www.dpi.vic.gov.au

Office of Clean Energy

Department of Employment, Economic
Development and Innovation
PO Box 15216
CITY EAST QLD 4002
Telephone: +61 7 3235 4164
Facsimile: +61 7 3237 1344
www.cleanenergy.qld.gov.au

