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Distributed Generation Special Terms and Conditions

Effective 1 June 2016

Introduction

1. These terms and conditions apply to new customers as of 1 June 2016, and to existing customers from a date to be notified to you by us.
2. Distributed Generation refers to a system that allows you to generate some or all of the electricity your business needs and export any excess generation back into the power network.
3. These special terms and conditions, along with Simply Energy Limited's ("Simply Energy") general terms and conditions for business customers ('General Terms'), form your agreement with Simply Energy when you are a distributed generation customer. If there are any inconsistencies between the two, these terms and conditions will prevail.
4. These terms and conditions do not apply to any Time of Use Distributed Generation customers.

Definitions

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

"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 Simply Energy, 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;

"imported electricity" means the electricity that you take from the network to supply your home and/or business with electricity;

"imported electricity charges" means the total charges for the electricity you take from the network;

"imported electricity pricing plan" means the relevant pricing plan for imported electricity that applies to you, as published or advised by Simply Energy, which may change from time to time;

"generation equipment" means any equipment used to generate exported electricity; and

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

When these special terms and conditions apply

6. These special terms and conditions will only apply if each of the following criteria is met:
 - a. you agree to purchase imported electricity from Simply Energy as a customer for periods where your electricity demand is greater than your generation equipment (or any electricity storage equipment) can supply to your home and/or business;
 - b. the supply of electricity to the property has commenced;
 - c. the generation equipment is located at the property to which the agreement relates;
 - d. you have a connection contract with your network operator and have made all necessary physical arrangements in order to connect the generation equipment to the network and supply electricity into the network;
 - e. the exported electricity is metered to an accuracy and reliability that is approved by Simply Energy, with an export meter supplied and installed by Simply Energy or Simply Energy's agent;
 - f. the generation equipment and your operation of the generation equipment complies with any relevant standards and/or statutory or regulatory requirements; and
 - g. you apply to Simply Energy to be a distributed generation customer, or you move into premises where the above criteria are met.

Applying to be a distributed generation customer

7. This clause applies where you, or your representative apply to Simply Energy to become a distributed generation customer.
8. By completing an application or authorising a third party to complete an application on your behalf, you undertake that:
 - a. you have obtained any necessary permissions to have generation equipment installed at the premises;
 - b. where you are applying with a joint account holder, you have obtained that joint account holder's permission to become a distributed generation customer;
 - c. you will arrange for all necessary electrical work to be completed in order for the distribution equipment to be installed; and
 - d. you acknowledge that you will be responsible for all charges associated with the wiring and installation of the generation equipment.
9. If you apply to become a distributed generation customer, and subsequently withdraw your application, a cancellation

fee to the value of any cost Simply Energy has incurred may apply where Simply Energy has incurred any cost as a result of commencing the installation of any generation equipment.

Moving home and/or business

10. If you are an existing distributed generation customer, and you are moving to a new house and there will be a new occupant at your home and/or business, you must give Simply Energy at least three business days' notice of your move.

Purchase of exported electricity

11. Simply Energy will purchase exported electricity from you on the basis of these special terms and conditions.
12. Simply Energy is not obliged to perform its obligations under these special terms and conditions if:
 - a. you breach any of your obligations under the General Terms or these special terms and conditions;
 - b. you no longer meet one or more of the criteria relating to when these special terms and conditions apply as set out above;
 - c. you materially breach your connection contract; or
 - d. in Simply Energy's opinion, the generation equipment is being operated in a manner which is likely to cause damage or injury to any property or person.
13. The "ending our agreement with you" section of the General Terms also applies to these special terms and conditions.

Impact on imported electricity pricing plan

14. Not all imported electricity pricing plans are available with distributed generation. Your existing imported electricity pricing plan may need to be changed if it is not compatible with the generation equipment set-up at your premises. If this is the case, Simply Energy will discuss this with you before altering your existing imported electricity pricing plan.

Meters

15. You are not entitled to payment for your exported electricity unless you have an export meter installed at your home and/or business.
16. If you do not have an export meter installed at your property, Simply Energy will arrange for one to be installed. You may not install an export meter yourself. Simply Energy will choose the appropriate export meter and charge you for the installation of that export meter.
17. For the avoidance of doubt, where these special terms and conditions apply, the defined term "metering equipment" in the General Terms shall include export meters and all of the provisions of the General Terms relating to metering equipment shall apply to export meters. In particular, you:
 - a. agree to protect the export meter on your home and/or business against interference, damage, loss and destruction. This may include weatherproofing the export meter at your expense;
 - b. must notify Simply Energy immediately if the export meter on your property is damaged, defective or otherwise appears unsafe. Simply Energy 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, Simply Energy will advise you of the cost of repairing or replacing the export meter before undertaking the work. You should refer to the General Terms for the full terms and conditions applicable to metering equipment.
18. Where Simply Energy provides a combined import/export smart meter reading solution to you, your readings for import and export will be taken remotely, or you may supply us with a reading where your meter is able to be read.

19. Where combined import/export smart meters are not offered:
 - a. your meter may be read by our meter reader;
 - b. a reading may be taken where your export electricity meter is a smart meter and we have arranged for an automated reading service; or
 - c. you may be able to supply us with a reading.

Prices

20. You are entitled to the price per kilowatt-hour plus GST (if applicable) in the exported electricity pricing plan that applies to you for your exported electricity, which unless otherwise advised to you, will be our standard rate for exported electricity. If your generation equipment has an output capacity of greater than 10kW we may advise you on application of the applicable price. Simply Energy will give you at least 30 days' notice of pricing changes for your exported electricity.

Billing and Payment

21. The sections of the General Terms 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.
22. Simply Energy will create a tax invoice for your exported electricity, called a Buyer Created Tax Invoice, which will include GST if you are GST registered and have advised Simply Energy of your GST number.
23. Unless you advise Simply Energy of your GST number, Simply Energy will treat you as not being GST registered.
24. Your bill for exported electricity will be combined with your bill for imported electricity. In this way, any credit amounts for electricity you export will be used to offset any charges for electricity that you import, or any debt you have with Simply Energy. Your bill for exported electricity may not be combined any other site on the same bill. If you generate enough electricity where the price Simply Energy pays you is more than your total imported electricity charges, your energy account will hold the difference as a credit. This credit may stay on your energy account to offset any future months where you export less electricity than you import, or you may request the credit is returned to you.
25. If your export meter has not been read for the period to be covered by a bill, Simply Energy will make a reasonable estimate of the quantity of your exported electricity during that period. If the quantity of your exported electricity is based on an estimate, Simply Energy will show this on your bill.
26. 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.
27. In the event that it is not possible for Simply Energy 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 Simply Energy's calculation of the quantity of exported electricity, then the quantity of exported electricity shall be Simply Energy's reasonable estimate for the relevant period based on historical information and having regard to your previous export and import profiles.

Prompt Payment Discounts

28. You are eligible for the same prompt payment discounts (if applicable) for your imported electricity as any other non- distributed generation customer unless distributed generation is excluded under your imported electricity pricing plan terms and conditions.

Liability

29. Simply Energy is 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.

30. 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 Simply Energy against any claims from the network operator or any other party affected by your non-compliance with these special terms and conditions.

31. You shall arrange appropriate public liability insurance in relation to the operation of the generation equipment.

Standard Fees and Charges

32. For the avoidance of doubt, these terms do not affect any other standard fees, charges or discounts, which may change, from time to time, in accordance with the General Terms.