

**DPI CRITERIA**  
**for the assessment of**  
**“FAIR AND REASONABLE”**  
**FEED-IN TARIFF OFFERS**

CRITERION  
NUMBER

1. An offer must not require that a customer buy gas from the retailer, in order for that customer to enter an electricity feed-in contract with that retailer.  
  
(For the avoidance of doubt, the Department of Primary Industries would not recommend to the Minister for Energy and Resources that an offer be referred to the Essential Service Commission under section 40I of the **Electricity Industry Act 2000** by reason only that the offer required a person be an electricity customer of the retailer in order to enter an electricity feed-in contract with that retailer).
2. An offer must state that the retailer will pay or credit the customer for electricity supplied under the feed-in contract with the same frequency as the customer is billed for electricity supplied to the customer by that retailer.
3. An offer must:
  - (a) identify all additional costs related to the feed-in contract which the customer will pay and, for each cost, must either state the amount or specify that the retailer will inform the customer of the amount on request prior to entering the contract; and
  - (b) state whether any Renewable Energy Certificates relevant to the feed-in contract are part of the feed-in contract offer.
4. An offer must:
  - (a) specify that the retailer will pay or credit the customer, for electricity supplied by the customer under a feed-in contract, at a rate not less than the rate the customer pays to buy electricity from the retailer; and
  - (b) use as the basis for this calculation the cost of the bill received by the customer, excluding the service to property charge and government charges.
5. An offer must include terms and conditions which incorporate into the feed-in contract clauses to the effect of each of the following:
  - (a) if requested by the customer, the retailer will make a request to the relevant distributor to connect the customer’s small renewable energy generation facility to the distributor’s distribution system as soon as practicable after the customer satisfies clause 1 of the Energy Retail Code with respect to the feed-in contract. The retailer will

make the request by no later than the next business day after receiving from the customer all documentation required under the **Electricity Safety Act 1998** and all documentation reasonably required by the retailer or the relevant distributor;

- (b) unless the customer gives explicit informed consent, the retailer will base a feed-in tariff payment or credit on a reading of the customer's NEM-compliant meter that records the supply of electricity from the customer to the distribution system, and in any event, the retailer will use its best endeavours to ensure that the meter is read at least once in any 12 month period. For the avoidance of doubt, a retailer does not breach this criterion if the retailer is unable to read a meter in any relevant period as a result of the customer breaching criterion 5(j) or some other event outside the retailer's control;
- (c) if the retailer is not able to reasonably or reliably base a feed-in tariff payment or credit on a reading of the meter, the retailer will not make a payment or credit unless the relevant distributor estimates the generation in accordance with applicable regulatory instruments;
- (d) the retailer will review a feed-in payment or credit to a customer at the customer's request, to be conducted on the basis specified in clause 6.1 of the Energy Retail Code;
- (e) if the retailer seeks to bill a customer to make up overpaying or over-crediting the customer for electricity supplied by the customer, the retailer is to proceed on the basis specified in clause 6.2 of the Energy Retail Code;
- (f) if the retailer has underpaid or under-credited a customer for electricity supplied by the customer, the retailer will credit the amount on the customer's next bill;
- (g) if an event occurs which is outside the reasonable control of the retailer or a customer (i.e. force majeure event) and the retailer or the customer breaches their feed-in contract due to this event only, the breach is to be dealt with on the basis specified in clause 18 of the Energy Retail Code;
- (h) the tariff and terms and conditions of the feed-in contract between the customer and the retailer may only be varied by agreement in writing between the customer and the retailer. For the avoidance of doubt, if the amount of the tariff changes in accordance with a term or condition of a feed-in contract previously agreed between the customer and the retailer, no further agreement is required;
- (i) the customer's explicit informed consent is required to vary from the provisions listed in this Criterion number 5;

- (j) the customer will allow the retailer, the responsible person or the retailer's or the responsible person's representative safe, convenient and unhindered access to the relevant address and to the meter that records the supply of electricity from the customer to the distribution system, for the purpose of reading the meter and for connection, disconnection, reconnection, maintenance and repair. The retailer, the responsible person, or the retailer's or responsible person's representative will carry or wear official identification and, on request, will show that identification to the customer;
- (k) the customer will inform the retailer as soon as possible of any relevant change to contact details;
- (l) the retailer will give the customer notice of any variation to the retailer's tariffs that affects the feed-in contract with the customer. The notice will be given as soon as practicable and in any event no later than the next billing and payment cycle;
- (m) on request, the retailer will provide the customer with reasonable information on any feed-in tariffs the retailer may offer to the customer. The information must be given within 10 business days of the customer's request, and if the customer requests it, in writing;
- (n) the retailer will retain a customer's historical feed-in payment or crediting data for at least two years, even though in the meantime the customer's contract with the retailer to supply electricity to the distribution system and the customer's contract to buy electricity from the retailer may have terminated;
- (o) the retailer will process a customer's request for historical data relating to a feed-in contract in the same manner as a request for historical data relating to a supply of electricity to the customer under clause 27.2 of the Energy Retail Code;
- (p) a complaint by a customer in relation to a feed-in contract will be handled by the retailer in accordance with the relevant Australian Standard on Complaints Handling or the "Benchmark for Industry Based Customer Dispute Resolution Schemes" published by the Department of Industry, Tourism and Resources (Cth). The retailer will proceed in the manner specified in clause 28.2 of the Energy Retail Code;
- (q) the customer and retailer may agree a commencement date for the feed-in contract, but the contract does not commence until the customer has given explicit informed consent;
- (r) a customer may terminate a feed-in contract with the retailer without notice and if the feed-in contract is a fixed term contract or an evergreen contract, the retailer may impose an early termination fee in the manner specified in clause 24.1(d) of the Energy Retail Code.

Despite the notice period, the termination does not become effective until:

- (i) if the customer and the retailer enter a new feed-in contract, the expiry of any cooling-off period in respect of the new feed-in contract;
- (ii) if the feed-in contract is terminated because the customer wants to enter a feed-in contract with another retailer, the date when the other retailer becomes responsible for the feed-in contract;
- or
- (iii) if a contract for the supply of electricity to the customer is terminated with regard to a relevant supply address having been disconnected, the date when the customer no longer has a right under the Energy Retail Code to be reconnected:

(whichever occurs last);

- (s) the retailer may not terminate a feed-in contract with a customer unless the retailer and the customer enter into a new feed-in contract, or the customer has transferred to another retailer in respect of the address relevant to the feed-in contract;
- (t) if the feed-in contract between the retailer and a customer is a fixed term contract:
  - (i) the retailer will notify the customer of the following information between one and two months before the expiry date:
    - the date that the feed-in contract is due to expire;
    - the options available to the customer; and
    - the tariff and terms and conditions that will apply after that date if the customer does not exercise any other option; and
  - (ii) the feed-in contract between the retailer and the customer will continue after the expiry date on the tariff and terms and conditions notified, without further need for written agreement, provided the tariff and terms and conditions have taken effect in accordance with section 40H of the **Electricity Industry Act 2000**;
- (u) where the feed-in contract provides for an amount payable by a customer for the customer's breach of the feed-in contract, it will either state the amount or include a simple basis for determining that amount. The contract will include provisions consistent with clause 32(b) and (c) of the Energy Retail Code;
- (v) a notice, consent, document or other communication given by a retailer under a feed-in contract will be given in a manner specified in clause 33 of the Energy Retail Code; and
- (w) a retailer may only assign the retailer's feed-in contract with a customer with the customer's consent, unless the assignment forms part of the transfer to the same third party of all or substantially all of the retailer's retail business.

**Note:**

Clauses 35 (“Definitions”) and 36.2 (“Interpretation”) of the Energy Retail Code apply to this Criterion number 5 unless the context requires otherwise; and

“responsible person” means the person who has responsibility for meter reading for a particular connection point, being either the retailer or the relevant distributor.