

Solar Contract (If applicable)

Feed-In tariff Terms and Conditions

Effective 1 July 2026

1 About this agreement

Under this Agreement, you agree to export Solar Electricity from your Qualifying Facility Installation to the electricity grid, and we agree to provide you with the applicable feed-in tariff for eligible electricity exported from your Premises.

Some terms in this document apply only in specific jurisdictions. Where a clause applies to a particular state, the relevant jurisdiction will be identified in **hold**. Where no is specified, the terms apply in all jurisdictions.

1.1 You have entered into this agreement if:

- a. at the time you entered into a Market Retail Agreement or Standard Retail Agreement with us, your premises has existing Qualifying Facility Installation and you elect to receive a feed-in tariff from us for the electricity exported into to the grid; or
- b. after entering into a Market Retail Agreement or Standard Retail Agreement with us, you installed a Qualifying Facility Installation at your Premises and elect to receive a feed-in tariff from us for electricity exported to the grid.

1.2 Eligibility

These Solar Feed-in Terms apply to you, and you are eligible to receive a credit for Electricity Generation Export in accordance with the Solar Feed-in Agreement, if:

- a. You are a Qualifying Customer (see clauses 3); and
 - i. You have a Market Retail Agreement or Standard Retail Agreement and account with us for supply of electricity for the Premises at which your Qualifying Facility is installed;
 - ii. Not more than one Qualifying Facility at the Premises undertakes Electricity Generation Export, and that Qualifying Facility Installation complies with the requirements of all Applicable Regulations;
 - iii. We receive confirmation from your Distributor that the Qualifying Facility is connected to the distribution network in a manner that allows Solar Electricity to be metered and fed into the grid;
 - iv. You have metering equipment at your Premises that records the electricity generated by your Qualifying Facility Installation and fed into the grid, which meets our and the Distributors reasonable requirements and all requirements under Applicable Regulations;
 - v. You do not participate in any other Regulated Feed-in Scheme in relation to your Qualifying Facility Installation; and
 - vi. All other requirements of the Applicable Regulations have been met.

1.3 Despite any other provisions of this Agreement, if there is any inconsistency between these terms and conditions and your Market Retail Agreement or Standard Retail Agreement, these terms and conditions prevail in relation to the sale and supply of Solar Electricity.

2 Qualifying Facility Installation

2.1 A Qualifying Facility Installation must be:

a. **Victoria:**

- i. installed at premises classified by your Distributor as Small or Residential customer;
- ii. system of 5 kilowatts (kW) or under; and
- iii. Net metered

b. **South Australia, New South Wales, Tasmania, Australian Capital Territory or Queensland:**

- i. subject to and meet the eligibility requirements set by the relevant State Government; and
- ii. Net metered

Net metered

3 Qualifying Customer

To be considered a "Qualifying Customer" you must meet the following criteria:

3.1 General eligibility requirements:

You must:

- a. be a residential or small business customer;
- b. have a Market Retail Agreement, or Stand Retail Agreement with us;
- c. not be on a Deemed Agreement with us or classified as an "Occupier" or carry over customer;
- d. has a Qualifying Facility Installed at your Premises.

3.2 if your premises are located in **Victoria**, and you satisfy the requirements in clause 3.1, you must also meet the criteria below applicable to your Feed-in Tariff Category:

a. Premium feed-in tariff category:

- i. if you have a Qualifying Facility (renewable generation facility) with a capacity of less than 100 kilowatts, with total output at the connection point of less than 30 megawatts; and
- ii. you have submitted all relevant documentation required by us and your Distributor before the Premium Feed-in Tariff Scheme Capacity Date.

b. Retail Feed-in Tariff Category:

- i. are not participating in any Government Feed-in Scheme in relation to your Qualifying Facility, except to the extent that we are required to provide Feed-in Credits under Regulatory Requirements.

3.3 If your premises are located in **South Australia, New South Wales, Tasmania or Queensland** and you satisfy the requirements in clause 3.1, you must also meet the criteria below applicable to your Feed-in Tariff Category:

- a. In South Australia: a small photovoltaic generator which has an inverter capacity of no more than (or is export limited to) 10kVa per phase that complies with, and is installed and connected in a manner that complies with any safety, technical

or metering requirements prescribed under the SA Electricity Act or any other relevant law, regulations, codes or guidelines.

- b. New South Wales: a small photovoltaic generator which has an inverter capacity of no more than (or is export limited to) 10kW that complies with, and is installed and connected in a manner that complies with any safety, technical or metering requirements prescribed under the NSW Electricity Act or any other relevant law, regulations, codes or guidelines.
- c. Queensland: a small photovoltaic generator which has an inverter capacity of no more than (or is export limited to) 30 kW that complies with, and is installed and connected in a manner that complies with any safety, technical or metering requirements prescribed under the QLD Electricity Act or any other relevant law, regulations, codes or guidelines.
- d. Tasmania: Each financial year, the Regulator sets the minimum feed-in tariff (FiT) rate, the amount electricity retailers must pay eligible customers for excess electricity they export to the grid. The rate is determined using a method set out in the Regulator's determination. To qualify, systems must:
 - be compliant with Australian Standard AS4777;
 - be connected to the grid via import/export meters; and
 - have a maximum generating capacity of no more than:
 - **10 kVA** for systems with a single-phase inverter;
 - **30 kVA** for systems with a three-phase inverter.

4 Eligible Solar Generation

4.2 Eligible Solar Generation is the solar electricity generated from your Qualifying Facility Installation and returned to the grid that fit the following:

- a. New South Wales - the first 2500kWh of solar electricity returned to the grid each quarter only.
- b. Other jurisdictions - All solar electricity returned to the grid.

5 Interpretation

5.2 In this Agreement

- a. 'you' has the same meaning as in your Market Retail Agreement or Standard Retail Agreement;
- b. A reference to an Act, regulations, code, rule, law, guideline or licence is to be read as a reference to that document as amended, re-enacted, replaced or varied from time to time;
- c. A singular word should be understood to include the plural and vice versa;
- d. A reference to a month means a calendar month.

6 Connection to the Distribution Network

- 6.2 If you make a request for us to connect your Qualifying Facility Installation to a Distributors network, we will raise the appropriate request with your distributor and work with your Solar Installation installer to arrange the connection as soon as practicable after you have satisfied all the requirements which enable us to make that request. You must supply us with all the information that we require under the Applicable Regulations and the National Electricity Rules or which is required by your distributor.
- 6.3 You are responsible for and must reimburse us for all reasonable costs and expenses which we incur in carrying out your request for connection of your Qualifying Facility Installation to your Distribution Network.
- 6.4 You acknowledge that you may be required to pay for:
- a. The cost of installing and maintaining any additional metering equipment or upgrades to existing metering equipment required by us or the Metering Provider or the Distributor, including the costs of any site assessment; or
 - b. The cost of any additional works required by us, the Distributor or the metering provider in relation to the Qualifying Facility Installation and its connection to the network.
- 6.5 If you request us to do so we will inform you of the amount of any additional costs and expenses for which you may become liable under this clause 6 before the relevant work is undertaken.

7 Commencement and duration

7.2 This Agreement commences when all the following have occurred:

- a. All of the eligibility criteria set out in clause 1.2 are met;
- b. Your Distributor confirms with us that:
 - i. The Premises are connected to their network and that you have complied with all of their requirements;
 - ii. Your Qualifying Facility Installation has been connected to their network; and
 - iii. Your NMI has been assigned the relevant network tariff code; and
- c. You have provided us with your explicit informed consent to enter into this Agreement.
- d. You have agreed to a Market Retail Agreement or Standard Retail Agreement with us.

7.3 This Agreement will continue until one or more of the following occurs:

- a. Subject to clause 4.9 under your Market Retail Agreement or clause 4.2 under your Standard Retail Agreement with us comes to an end;
- b. You or we otherwise terminate this Agreement in accordance with clause 8 under this Agreement.

8 End Date/Termination

8.2 Subject to clause 4.9 of your Market Retail Agreement or clause 4.2 of your Standard Retail Agreement, if the Agreement is ended by either party this Agreement will automatically terminate on the date that the Energy Agreement end dates.

8.3 If the Market Retail Agreement or Standard Retail Agreement is replaced with another Agreement between you and us for the Premises with your Qualifying Facility Installation:

- a. we may elect to not end this Agreement before the existing Market Retail Agreement or Standard Retail Agreement is replaced; or
- b. we may elect to renew or replace this agreement by notice to you prior to the existing Market Retail Agreement or Standard Retail Agreement is replaced.

8.4 if we elect to not terminate this Agreement under Clause 4.9 or 4.2 respectively any reference in this Agreement to Market Retail Agreement or Standard Retail Agreement is deemed to be a reference to the replacement Agreement.

8.5 This Agreement automatically terminates if:

- a. You cease to be a Qualifying Customer; or
- b. The Qualifying Facility Installation ceases to be considered as qualified.

8.6 You may terminate this Agreement with us immediately by written notice to us.

9 Solar Feed-in Tariff Credits

9.2 During the Term we will, in accordance with this Agreement, credit any Solar Credits against charges payable by you under your Market Retail Agreement or Standard Retail Agreement for each relevant billing period.

9.3 Our Solar Credits will be calculated in accordance with the following: $\text{Solar Credits} = \text{Market Solar Feed-in Tariff} \times \text{recorded Solar Electricity fed into the grid during each billing period}$.

9.4 if we have been **unable** to calculate your Solar Electricity fed into the grid for a relevant period based on a meter reading your Solar Electricity for that period will be zero unless your Distributor or Metering Data Provider estimates the Solar Electricity in accordance with the Applicable Regulations.

9.5 If the amount you owe us for a Billing Period under your Market Retail Agreement or Standard Retail Agreement is less than the amount of your Solar Credits the balance of the Solar Credits will remain as a credit on your next bill.

9.6 For the avoidance of any doubt, no interest may be charged by you in relation to any Solar Credits that you may have accumulated from time to time under the terms of this Agreement.

9.7 If at any time you wish to review your account you may request us to do so and we will review it in accordance with the provisions of the Applicable Regulations.

9.8 Solar Credits may only be applied against amounts payable by you under your Market Retail Agreement or Standard Retail Agreement.

Solar Feed-in Tariff Credits:

- a. are not transferable to another person, account or premises;

- b. cannot be redeemed, refunded or exchanged for cash; and
- c. have no value except as expressly provided under this Agreement.

We are not obliged under any circumstances to pay you any amount of money in respect of Solar Credits.

9.9 Any Solar Credits remaining on your account at the termination or expiry of this Agreement that have not been applied against amounts payable by you under your Market Retail Agreement or Standard Retail Agreement will be forfeited and extinguished without compensation to you.

9.10 If at any time we have applied:

- a. Fewer Solar Credits to your account than we should have done under the terms of this Agreement we will credit those amounts to your account within 10 business days of becoming aware of the issue; or
- b. More Solar Credits to your account than we should have done under the terms of this Agreement we will recover the over-credit amount and in doing so we will follow the procedures set out in any Applicable Regulations.

10 Metering

10.1 You must install a Meter at the Premises that complies with all Applicable Regulations and any reasonable requirements imposed by us, the Distributor or the Metering Provider. Power of Choice rules became effective as of 1 December 2017 and requires within the jurisdiction of NSW that all new meter installations and or replacement meters to be classified as a digital meter only.

10.2 You agree to take whatever steps may be necessary to provide us with access to any information that is generated by your Meter including safe and unhindered access to your Meter.

10.3 Subject to you providing us with reasonable and safe access to the Premises, we aim to ensure that your Meter is read at least once every 12 months. We will not be in breach of this requirement if we have been unable to comply because you have failed to provide us or our representative with safe, convenient and unhindered access to the Premises and the Meter for the purpose of reading the Meter and or for connection, disconnection, reconnection, maintenance and repair.

10.4 You must not tamper with or allow any unauthorised persons to tamper with your Meter.

11 Additional Costs

11.1 You acknowledge that you may be required to pay the following costs to us as a result of entering into this Agreement:

- a. costs associated with the installation, maintenance or other technical support required by us, by your Distributor or the Meter Provider under this Agreement; and
- b. any charges imposed on us by the Distributor or Meter Provider as a result of the metering or other services supplied by the Distributor.

11.2 If work needs to be undertaken that may lead to costs of the type described in clause 11.1 being incurred you may ask us to specify what those costs are before the work is undertaken.

12 Your Bill

12.1 You will not receive a separate bill or statement as a result of entering into this Agreement. Any Solar Credits accumulated by you during the Term of this Agreement will be off set against the bill that you receive pursuant to your Market Retail Agreement or Standard Retail Agreement.

12.2 Your bill will itemize;

- a. the amount of Solar Electricity fed into the grid by your Qualifying Facility Installation during the relevant Billing Period;
- b. the amount of Solar Credits accumulated by you;
- c. the amount (if any) of excess Solar Credits remaining on your account, being Solar Credits which are in excess of the charges payable by you on your account in respect of the Billing Period covered by that account; and
- d. any charges that we have applied to your account, or other adjustments that we have made, in accordance with this Agreement.

13 Supply Interruption, constraint or disconnection

13.1 All of the terms under your Market Retail Agreement or Standard Retail Agreement that relate to the interruption, disruption, constraint or disconnection of the supply of electricity to you also apply to this Agreement.

13.2 You agree that the connection of your Qualifying Facility Installation and your ability to supply us with Solar Electricity may be interrupted, discontinued or constricted for the same reasons set out in your Market Retail Agreement or Standard Retail Agreement.

14 GST, Tax and ABN Requirements

14.1 Any consideration or amount payable under this Agreement including any Solar Credits is inclusive of GST unless stated otherwise.

14.2 If any GST payable in relation to a supply made under this Agreement varies from the additional amount that is paid by you under clause 14.2 so that a further amount of GST is payable in relation to the supply or a refund credit of GST is obtained in relation to the supply, then we will provide a corresponding refund or credit to, or will be entitled to receive a corresponding amount from you.

14.3 If you are a business customer you must supply us with a valid ABN in respect of this Agreement.

14.4 Unless you supply us with a valid ABN under clause 14.3, you warrant to us that any generation of solar electricity by your Qualifying Facility Installation is for private and domestic purposes and is not related in any way to any business purposes

carried on by you or any other person. You undertake to indemnify us for all loss, damage, cost and expense that may arise from any breach of the foregoing warranty.

15 Our Rights

15.1 You may ask us to review your bills or provide you with information on any solar feed-in tariff offers that we may from time to time make and we will process your request and provide the information to you within a reasonable period of time.

16 Your Obligations

16.1 You must:

- a. obtain and maintain all necessary licences, permits, registrations, exemptions and/or approvals from all relevant authorities (including building and planning approvals) required for you to generate and sell Solar Electricity;
- b. comply with all Applicable Regulations;
- c. supply us with the Solar Electricity in accordance with the requirements that may be specified by your Distributor from time to time (including in your network connection agreement with the Distributor);
- d. ensure that any variations in the voltage and/or frequency of the Solar Electricity which you sell to us do not exceed the levels prescribed by the Applicable Regulations; and
- e. ensure that you supply Solar Electricity at the point where the distribution network connects to the Premises.

16.2 You must not modify your Qualifying Facility Installation without first obtaining the written consent of the Distributor:

- a. You must notify us of any modifications made to your Qualifying Facility Installation so that it can be assessed to see if it remains eligible as a Qualifying Facility Installation:
 - i. In the event that we are not notified of a modification made to your Qualifying Facility Installation, any Solar Credits applied to your account during the period from modification till we became aware of such modifications will be recovered by us and are nullified.
 - ii. No further Solar Credits will be applied until such a time that your modified Solar Installation has been deemed as a Qualified Solar Installation.
- b. You must notify us as soon as is reasonably practicable about any changes in your contact details or other relevant circumstances including if you cease to meet any of the eligibility criteria in clause 1.

17 Force Majeure

17.1 If, but for this clause 17, either party would commit a breach of this Agreement and that breach is caused by a Force Majeure Event:

- a. the obligations of the defaulting party under this Agreement are suspended to the extent to which they are affected by the Force Majeure Event as long as that event continues; and
- b. the defaulting party must give the other party notice of that fact including full particulars of the Force Majeure Event, an estimate of its likely duration, the obligations affected by it and the extent of its effect on those obligations and the steps taken to remove, overcome or minimise its effects.

17.2 For the purposes of clause 17, if the effects of a Force Majeure Event are widespread the defaulting party will be deemed to have given the other party prompt notice if it makes the necessary information available to the other party as soon as is reasonably practicable.

17.3 The parties may agree with one another that a defaulting party is not to have the benefit of clause 17.1(a) in respect of any Force Majeure Event.

17.4 A party that seeks to rely upon clause 17.1(a) must use its best endeavours to remove, overcome or minimise the effects of the Force Majeure Event as quickly as possible. However, this does not require either party to settle any dispute (that may be related to the Force Majeure Event) on terms that it would not otherwise agree to.

17.5 Nothing in this clause 17 varies or excludes the operation of section 120 of the National Electricity Law.

18 Miscellaneous

18.1 We do not accept any responsibility for any risks or liabilities associated with the operation of your Qualifying Facility Installation including its control, use, maintenance or connection to the Distributor's network.

18.2 You must not novate this Agreement, or assign, transfer or deal with the rights created under this Agreement, without our written consent.

18.3 We may novate this Agreement, or assign or transfer our rights and obligations under this Agreement to any person (assignee), without your consent if:

- a. the assignee takes a novation, assignment or transfer of our rights and obligations under the Agreement; or
- b. the novation, assignment or transfer forms part of the transfer to a third party of all or substantially all of our retail business.

18.4 The terms of the Market Retail Agreement or Standard Retail Agreement that relate to notices, consent, documents or other communications also apply to this Agreement, unless this Agreement provides to the contrary.

18.5 This Agreement is governed by the laws of the Relevant State in which the Premises are located and each of us submits to the nonexclusive jurisdiction of the courts of that Relevant State.

18.6 Any failure by us to exercise any of our rights or powers under this Agreement is not a waiver of those rights or powers unless we agree otherwise in writing.

18.7 Subject to anything to the contrary in this Agreement:

- a. by notice in writing to you (subject to any requirements for variations set out in the Applicable Regulations); or
- b. we may vary this Agreement in writing.
- c. We will give you prior notice of a variation under clause 18.7 a by publishing a new Covau Feed-in Tariff on our website at [www. CovaU.com.au](http://www.CovaU.com.au) prior to the date the variation is take effect.
- d. We will also give you written notice of a variation under clause 18.7a in accordance with Regulatory Requirements, including:
 - i. where the variation is a reduction to the CovaU Feed-in Tariff, at least 5 Business Days before the change takes effect (or at least 10 Business Days before the change takes effect if you are a Queensland customer) and
 - ii. where the variation is an increase to the CovaU Feed-in Tariff or a variation to the CovaU Feed-in Tariff which occurs as a direct result of a tariff reassignment by your distributor, no later than the date of your next bill after the variation takes place.

18.8 By entering into this Agreement you provide us with explicit informed consent to any such variations (and to any variations contemplated by clause 18.13).

18.9 If the whole or any part of a provision of this Agreement is void, unenforceable or illegal that provision will, so far as is possible, be severable. The remainder of this Agreement will continue to operate with full force and effect and the validity and enforceability of the remainder will be unaffected.

18.10 This Agreement sets out the entirety of the agreement between us for the supply of Solar Electricity generated by you and supplied to us, and you acknowledge any representation, inducement, warranty or promise which is not contained in this document.

18.11 You acknowledge that the Market Retail Agreement or Standard Retail Agreement deals exclusively with the sale of electricity by us to you and that the Market Retail Agreement or Standard Retail Agreement is separate from this Agreement.

18.12 If and to the extent that any matter is required to form part of this Agreement that is not included expressly in these terms and conditions the relevant provisions will be implied into this Agreement as if there expressly incorporated.

18.13 This Agreement may be subject to change as a result of future amendments to any Applicable Regulations. Such amendments will be deemed to form part of this Agreement.

18.14 We may vary the Market Solar Feed-in Tariff (either for all customers or some customers) from time to time, including but not limited to circumstances where Applicable Regulations are varied. We will give you notice of any variation to the amount or structure of the feed-in tariff credit rate that applies to you under this

Agreement. We will give you this notice within any timeframes mandated by Applicable Regulations, and in any event as soon as is reasonably practicable.

19 Definitions

19.1 In this Agreement the following words and phrases bear the meanings set out in this clause 19.

Applicable Regulations means any applicable acts, rules, regulations, orders, guidelines, licences, codes or conditions imposed relevant to this arrangement.

Billing Period means the same period that we issue bills for electricity sold under your Energy Agreement.

Commencement Date has the meaning given in clause 7.1 of this Agreement

Digital Meter means:

- (a) an electricity Meter which meets the Type 4 minimum services specification in the Regulatory Requirements; or
- (b) an advanced metering infrastructure Meter in Victoria.

Distributor means the entity registered with the Australian Energy Market Operator as the network service provider operating the electricity distribution network to which the Premises are connected.

End Date has the meaning given in clause 8 of this Agreement

Force Majeure Event means an event beyond the reasonable control of you or us.

GST means the Goods and Services Tax as defined under the GST Law.

GST Law means the same as 'GST Law' means in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Market Solar Feed-in Tariff means the value set by us from time to time for the relevant state (expressed in cents/kWh) for solar electricity generated by your Solar Installation and returned to the grid, which amount is available on our website and specified in your bill, with changes to that amount being notified to you in advance.

Meter means a device installed to the satisfaction of the Distributor for the purpose of recording the amount of Solar Electricity supplied by you to us.

Meter Provider means the agent responsible for the installation, maintenance, repair and collection of data from your meter.

NSW Electricity Act means the Electricity Supply Act 1995 (NSW).

Power of Choice means reforms made by the National Electricity Market designed to give consumers more options and control of the way they use and manage their electricity

Premises means the premises or supply address stated in your energy plan and it's the address at which you purchase Energy from us

Qualifying Customer means:

- (a) if the Premises are in Victoria, a "domestic or small business customer" as defined in section 3 of the VIC Electricity Act.
- (b) If the Premises are in jurisdictions other than VIC any customer who has a Market Retail Agreement or Standard Retail Agreement with us.

Qualifying Facility Installation means a solar photovoltaic generator which has a generating capacity of no more than 5kW Victoria only and as otherwise indicated in clause 2.1 of these terms and conditions. (This varies for Regulated Solar Schemes please refer to your states Regulated Solar Scheme for more information)

Qualifying Facility Electricity has the same meaning as set out in clause 4 of these terms and conditions.

Regulated Feed-in Scheme means

- (a) VIC Premium Solar Feed-in Tariff Scheme; and
- (b) the Victorian Feed-in Tariff Scheme, and any other scheme set out in, or otherwise established by, legislation, regulation, order, code, guideline, licence, authorisation or rules pursuant to which a customer receives a payment or credit of some kind from a distributor or retailer in relation to electricity generated and sent out by solar panels located at the customer's Premises.

Relevant State means the states or territories where the Premises are located at.

Solar Feed-in Contract means an agreement between a retailer and a small customer, involving the purchase by the retailer of electricity from a small renewable energy generation facility.

Feed-in Tariff means Feed-in tariffs are credits paid to customers with qualifying solar systems for electricity they export to the grid. Solar customers export electricity after their system usage meets all household consumption needs. Electricity retailers bill their customers for their electricity use on a net basis. This means customers receive the feed-in tariff for each kWh they export and pay the retail price for each kWh they import.

Market Retail Agreement means an agreement between you and us for the sale of electricity to you at the Premises, and as varied from time to time available [Terms and Conditions](#).

Standard Retail Agreement means an agreement between you and us for the sale of electricity to you at the Premises, and as varied from time to time available at [Terms and Conditions](#).

Solar Electricity means electricity generated by your Qualifying Facility Installation which is in excess of the electricity consumption requirements at the Premises and is fed into the Distributor's network.

Solar Credits has the meaning given in clause 9.2.

Solar Electricity Supplied means the amount (measured in kilowatt hours) of Solar Electricity supplied to the Distributor's network by you in the relevant Billing Period, as recorded by the Meter or as may be determined under clause 12.

Solar Installation means your roof top solar PV system installed at your Premises to generate and supply usable solar electricity.

Term means the period commencing on the Commencement Date and ending on the End Date.

VIC Electricity Act means the Electricity Industry Act 2000 (VIC).

VIC Feed-in Tariff Scheme means the scheme operating under section 40FB of the VIC Electricity Act.

VIC Premium Solar Feed-in Tariff Scheme means the scheme of that name constituted under the VIC Electricity Act and which closed to new applicants at the end of 2011.