



## OnSite renewable generation Terms and Conditions – Agribusiness

Generating electricity on your premises and exporting electricity into the network

(Effective from 22 October 2024)

1. These renewable generation terms and conditions govern the relationship between Adonis Energy and you relating to you generating electricity on your premises and exporting electricity into the network.
2. These terms are in addition to and form part of your agreement with us that is recorded in our Standard Terms and Conditions for the Supply of Electricity. We may change these terms in the same way that we can change our standard terms.

### When you can generate electricity

3. You may generate electricity, or allow electricity to be generated, on your premises only while all of the following criteria are met:
  - a. Your premises are connected to a network where Adonis Energy is a retailer of electricity.
  - b. We supply electricity to you as a Adonis Energy customer under our standard terms and you are on one of our renewable generation pricing plans.
  - c. The electricity you wish to generate and export into the network is to be generated by generation equipment that is:
    - i. located on your premises; and
    - ii. capable of generating no more than 10 kilowatts (kW) unless otherwise agreed with us.
  - d. You have provided us with a copy of your network connection approval from your lines company and you comply with it at all times. (To obtain a network connection approval, you will need to contact your lines company. Please contact us if you would like us to advise you who your lines company is.)
  - e. You have an export meter at your premises that complies with our operational requirements and the Code.
  - f. Your generation equipment is not being operated in a manner which, in our opinion, is likely to cause damage or injury to property or any person.
  - g. Your generation equipment complies with all applicable law, standards and regulations (including your line company's network connection standards).
  - h. We have agreed to your generation equipment sending electricity into the network (which we may do or decline to do at our sole discretion).

## **Our obligations**

4. We are not obliged to perform our obligations under these terms if:
  - a. you no longer meet one or more of the criteria in clause 2.1; or
  - b. you breach any of your obligations under these terms or our standard terms.

## **Meters**

5. If you do not have an export meter at your premises at the time you apply to us to generate electricity on your premises, we will arrange for one to be installed. You may not install an export meter or arrange to have one installed.
6. We will ensure an appropriate export meter is installed and charge you for that installation.
7. Your and our rights and obligations under our standard terms relating to meters also apply to the export meter. References to "meter" in our standard terms shall be read as including "export meter" and references to electricity usage shall be read as including your electricity generation.

## **Our prices for exported electricity**

8. We will pay you for your exported electricity in accordance with your agreed exported electricity pricing plan plus GST (if any). Your pricing plan will either be for a fixed or variable rate.
9. If you contact us, we can provide a copy of your exported electricity pricing plan (which may be the standard exported electricity plan for your area).

## **Pricing plans**

10. Fixed or variable pricing plans are available and will be paid as follows:
  - a. Under our fixed pricing plan, the rate we pay you for your exported electricity will be fixed for the term of your contract, but regulatory or government levies (such as the EA levy or GST) may change.
  - b. Under our variable pricing plan, the rate we pay you for your exported electricity is not fixed and is subject to change on 30 days' notice.

We may change the price we pay you for your exported electricity, in the same way we change rates, fees and charges under our standard terms.

11. Any line charges rebates received by us from the lines company relating to your exported electricity will not be passed on to you, as these are factored into our prices.

## **Invoices and payment for exported electricity**

12. Because it is difficult for us to estimate your exported electricity, we will only pay you for your actual exported electricity which we have determined:

- a. If you are entitled to a payment from us for exported electricity, we will pay that amount by providing a credit on your electricity account. We find out how much electricity you have exported by reading your meter which we will do in accordance with our Standard Terms.
13. At the same time we invoice you for your electricity supply we will provide you with information showing the amount you have been paid for your exported electricity. We will also tell you whether, in aggregate, there is any balance on your account to pay.
14. Where we cannot determine the quantity of exported electricity due to a failure or inaccuracy in the export meter outside of your control, we may make a reasonable estimate of the quantity of exported electricity based on your historic data available for your generation and consumption for the relevant period. Such estimates will be conclusive and final in the absence of any manifest error.
15. If you are entitled to a cash payment from us for exported electricity, we will credit that amount on the due date on our invoice by either:
  - a. redeem a Cash Credit for any item in one of our partners participating stores; or
  - b. have the sum paid into their nominated bank account.

Cash payouts are only available on amounts over \$500 in credit and customers are required to notify us of their choice through [electricity@adonisenergy.net](mailto:electricity@adonisenergy.net) at any time they wish the credit balance paid.

16. You must provide us your GST registration details and promptly tell us if your GST registration status changes at any time while you are generating electricity on your premises and exporting that electricity into the network.

#### **Compliance with laws**

17. You are responsible for ensuring that you comply with all legal requirements (including under the Code) and industry standards concerning the installation and use of the generation equipment, except that we will ensure that your export meter complies with the requirements of the Code. For example, if there are resource consents required to operate, or local environmental standards governing generation equipment, you are responsible for securing all necessary consents and complying with all ongoing requirements.

#### **Consumer Guarantees Act**

18. The Consumer Guarantees Act does not apply to these terms to the extent that you are receiving services from us for use in a business. If the Consumer Guarantees Act applies to these terms, nothing in these terms limits your rights under that Act.

#### **Problems with lines or equipment**

19. We are not responsible for problems with the electrical lines or equipment that affect your generation equipment or your ability to send electricity into the network (except that we are responsible for ensuring that your export meter complies with the Code). If you have problems with electrical lines or equipment for which a lines company or Transpower is responsible, please contact that company.

## Definitions and interpretation

20. Terms in bold in these terms which are not defined below have the meanings given in the "Definitions" section of our standard terms. In these terms, unless the context otherwise requires:
- a. **code** means the Electricity Industry Participation Code 2010, as amended or substituted from time to time.
  - b. **exported electricity** means electricity generated on your premises and sent into the network.
  - c. **export meter** means metering and other equipment installed at your premises that is used to measure exported electricity.
  - d. **generation equipment** means any equipment used for the generation of electricity
  - e. **network connection approval** means written approval from a lines company that permits you to connect, and maintain connection of, your generation equipment to the network and to send electricity from your generation equipment into the network.
  - f. **standard terms** means Adonis Energy's standard terms and conditions for the supply of electricity.
  - g. **terms** means these renewable generation terms and conditions.
21. If there is any inconsistency between these terms and our standard terms, these terms will prevail.

