

# Home Generation Trial Terms and Conditions

January 2018

1. These terms apply to customers who sign up with Flick Energy Limited ('Flick') to participate in its home generation trial. The home generation trial involves the export of electricity generated at the property you have signed up with us to the network, and the supply by Flick of electricity to the property ('Flick Home Generation Trial').
2. These terms will apply in addition to the Flick Customer Terms and Conditions. If there are any inconsistencies between the two terms, these Flick Home Generation Trial Terms and Conditions will prevail.

## **Trial Conditions**

3. You understand that this is a trial and we may ask you for feedback and or assistance throughout, and there may be changes or improvements made to the offering, which we will communicate with you. At this point, there is no end date to the trial. We will give you 30 days' notice of the end of the trial and whether we are able to take you on as a permanent customer. New and different terms and conditions may also apply at this point.
4. As this is a trial, you understand that there may be technical limitations with the way your Flick dashboard, app and smart tools reflect exported electricity. We will communicate with you on the functionality of the tools as they relate to your Flick account when you sign up, and we update them to reflect how we will handle exported electricity.

## **Meters**

5. You must have a specific kind of export meter to participate in the Flick Home Generation Trial. Applying to participate in the Flick Home Generation Trial does not guarantee that we will be able to serve you. In some exceptional circumstances, we may discover that there are problems with your meter installation type being compatible with our billing system after you have become a customer. In this case we may need to ask you to switch to another retailer.
6. For avoidance of doubt, all references to meter in our Customer Terms and Conditions will include your export meter. It is important that you comply with those terms and that you protect your meter from damage, do not tamper with it and notify us immediately if you notice any problems with it.

## **Pricing**

7. The prices for the electricity we supply to you will be calculated in accordance with

clause 6.4 of our Customer Terms and Conditions. The other clauses of those terms also apply, to the extent relevant and as modified by the following Flick Home Generation Trial Terms and Conditions, in respect of your exported electricity.

8. The price paid to you for the electricity you export will be the wholesale price of electricity (also known as the “spot price”) for that respective time period (this will change every half hour).

9. In some exceptional circumstances, the wholesale cost of energy for a half-hour time period(s) may not be finalised before your invoice is due to be generated. In this instance, you will receive what the wholesale market refers to as the “interim price” for energy supplied to you during the respective half-hour time periods and energy exported by you. If your invoice contains calculations using interim prices we will notify you by email. In almost all cases interim prices should be finalised prior to your next invoice. Once finalised, should the final price vary from the interim price, we will either credit or debit your account for any differences in calculated amounts for energy supplied to you or exported by you.

10. We will not charge our retailer fee on the electricity you export during this trial, but if you elect to continue being our customer after the trial, there may be additional charges on our finalised product. You will be given at least 30 days’ notice of the end of the trial period, or any changes to the fees around the electricity you export.

## **Billing**

11. The sections of our Customer Terms and Conditions relating to billing and payment apply in relation to the electricity we supply to you, to the extent relevant and as modified by the following Flick Home Generation Trial Terms and Conditions, in respect of your exported electricity.

12. Flick will send you an invoice detailing the charges for the electricity we have supplied to you, and the electricity you have exported. We will clearly detail the amount you have exported and the total price you are receiving for this, and the total amount that is payable to us (or to you, if the amount of electricity you buy is less than what you sell). The total amount due will be calculated and handled as follows:

- a. If the amount of electricity you have bought is more than what you have sold, you will have a net debit, and we will direct debit this net amount from your account or charge your credit card; or
- b. If the amount of electricity you have bought is less than what you have sold, you will have a net credit, and we will apply this as a credit to your account. If you would like this credit to be paid out to you, you can request a refund, and we will pay the amount into a bank account nominated by you.

13. The Flick Home Generation Trial is for customers who are not registered for GST. You are responsible for managing any tax implications of the income you receive resulting from the export of electricity to the network. If you are registered for GST purposes, please let us know.

14. If data is not available for your export meter by the time your invoice is created, we will not estimate your export volume. In this instance, we will not credit you for the electricity you have supplied to the network on your invoice until we have received the finalised data. If this happens we will still invoice you for the electricity you have purchased, and we will notify you when we send this invoice that we have not included credit for the electricity you have sold. As soon as the data become available, we will include your credit for the missing billing period in the following invoice. The time period that the credit relates to will be clearly detailed in your invoice.

15. If your meter does not communicate with us or stops communicating, we may need to get meter technicians to investigate/replace your meter. If this is required, we will follow the process set out in clause 4.5 of our Customer Terms and Conditions. If your meter still cannot communicate, we may need you to switch out to another retailer.

16. If we require you to switch to another retailer to supply you with electricity in accordance with clause 5 or 15, we will first attempt to switch you back to the previous retailer that supplied your property. If this is not possible, then you must choose another retailer and initiate a switch to them within 3 business days of us notifying you. In this case, we will estimate your bill for the time you were a Flick customer based on the process set out in our Customer Terms and Conditions, and based on similar exporting customers for the export component of your bill. If you do not agree to switch to another retailer within reasonable timeframes, we may have to disconnect you.

## **Payment**

17. You are responsible for paying us for the net amount of your invoice if the electricity you have bought is greater than what you have sold. If you miss a payment, we will follow the process set out in clause 5.4 of our Customer Terms and Conditions, which may include starting our debt process. If the amount you have bought is less than what you have sold, resulting in a net credit, we will use this to credit any unpaid bills on your account before paying you. If the non-payment is persistent and we are not able to resolve it, we may at our sole discretion choose to end the trial and require you to switch to another retailer or disconnect the property.

**Liability**

18. You are responsible for the export of electricity, and Flick has no liability in relation to the amount generated, or exported, by you, or any damage caused by the export of electricity by you. In some circumstances, you may be liable to your network company for damages caused. You may wish to consider having appropriate insurance for this.